



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



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

**MONDAY, JULY 28, 2025 at 6:00 PM**

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

***OUR MISSION***

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

**AGENDA**

**CALL TO ORDER**

**CALL OF ROLL: CITY SECRETARY**

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

**INVOCATION: COUNCILMEMBER CARTER**

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

**CITIZENS COMMUNICATIONS**

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

**1. CONSENT AGENDA**

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

*Action Items*

- A) Approval of the July 14, 2025 executive and regular city council meeting minutes and the July 21, 2025 special city council meeting minutes. [25-922](#)  
Natalie Baker, Assistant City Secretary
- B) Approval of the appointments of Dr. Christopher Dayley, and Christy Rohlf to the Regional Workforce Education Alliance for two (2) At Large seats with unexpired terms ending May 31, 2027. [25-926](#)  
Gayle Wilkinson, City Secretary
- C) Approval of a recommendation by the Tax Increment Reinvestment Zone #3 Board awarding Business Improvement and Preservation Grants to Altar Space Crystals in an amount up to \$1,739.25 and to the New Braunfels Elks Lodge #2279 in an amount up to \$11,225. [25-829](#)  
Jeff Jewell, Economic and Community Development Director
- D) Approval of a ground lease agreement between the City of New Braunfels and Natural Bridge Caverns, Inc. for a billboard sign located at 2932 Interstate 35 South. [25-902](#)  
Matthew Eckmann, Assistant Director of Public Works
- E) Approval of a three-year software maintenance agreement for Cityworks PLL software through Azteca Systems, LLC, a Trimble Company. [25-879](#)  
Tony Gonzalez, Director of Information Technology
- F) Approval of an additional project contingency for the Landa Park Aquatic Complex bathhouse renovation project and authorization for the City Manager to execute any change orders and project expenditures up to the contingency amount. [25-919](#)  
Matthew Eckmann, Assistant Director of Public Works
- G) Approval of a contract with PGAL for the New Braunfels National Airport Terminal Feasibility and Planning Study. [25-923](#)  
Scott McClelland, Assistant Transportation and Capital Improvements Director
- H) Approval of the submission of the Community Development Block Grant 2025-2029 Consolidated Plan, Fair Housing Plan, and Annual Action Plan, including funding recommendations for Program Year 2025 to the [25-925](#)



U.S. Department of Housing and Urban Development.  
Jennifer Gates, Grants Coordinator

*Resolutions*

- I) Approval of a resolution authorizing the submission of an [25-914](#) application to the Texas Parks & Wildlife Department for the Local Park Grant Program for improvements to Neighborhood Park on West Coll Street.  
Jeff Bransford, Park Development Manager
- J) Approval of a resolution recommended by the New [25-841](#) Braunfels Economic Development Corporation approving a Third Amendment to the Contract between the New Braunfels Economic Development Corporation and HD Supply Facilities Maintenance, Ltd., to modify the percentage of sales taxes rebated and extend the existing contract term, pursuant to Section 501.101 of the Texas Local Government Code.  
Jared Werner, Assistant City Manager
- K) Approval of a resolution amending the Chapter 380 [25-842](#) Economic Development Agreement between the City of New Braunfels, TX and HD Supply Facilities Maintenance, Ltd.  
Jared Werner, Assistant City Manager

*Ordinances*

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

- L) Approval of the first reading of an ordinance, of the City [25-854](#) Council of the City of New Braunfels, Texas, accepting and approving an Annual Service Plan Update to the Service and Assessment Plan and updated Assessment Roll for the Solms Landing Public Improvement District; making and adopting findings; providing a cumulative repealer clause; and providing an effective date.  
Sandy Paulos, Director of Finance

**2. INDIVIDUAL ITEMS FOR CONSIDERATION**

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

- A) Public hearing and first reading of an ordinance to [25-924](#)

amend Section 126-346 of the Code of Ordinances of the City of New Braunfels to restrict parking on the northeast side of Old FM 306 from Hunter Road to Common Street.

Carly Farmer, Assistant City Engineer

- B) Public hearing and first reading of an ordinance to [25-916](#) amend Section 126-346 of the Code of Ordinances of the City of New Braunfels to restrict parking on both sides of Arroyo Verde from Goodwin Lane to Arroyo del Sol.

Carly Farmer, Assistant City Engineer

- C) Public hearing and first reading of an ordinance to [25-917](#) amend Section 126-346 of the Code of Ordinances of the City of New Braunfels to restrict parking on Kentucky Boulevard and Canyon Drive.

Carly Farmer, Assistant City Engineer

- D) Discuss and consider the first reading of an ordinance to [25-915](#) create Section 126-154 of the Code of Ordinances of the City of New Braunfels to set the speed limit on W Klein Road.

Carly Farmer, Assistant City Engineer

- E) Discuss and consider approval of the Neighborhood [25-918](#) Traffic Calming Policy to replace the current Speed Hump Policy.

Carly Farmer, Assistant City Engineer

- F) Public hearing and first reading of an ordinance [25-718](#) regarding the proposed rezoning of 0.25 acres out of the Mission Oaks Unit 5 Subdivision, Block 14, Lot 11, from R-3 (Multifamily District) to R-3 SUP (Multifamily District with a Special Use Permit for Short Term Rental), currently addressed at 13 & 15 Moss Rock Drive.

Matthew Simmont, AICP, Planning Manager

- G) Public hearing and first reading of an ordinance to [25-860](#) rezone approximately 0.3 acres out of Kuehler Addition Subdivision, New City Block 1055, Lot 9 from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow Short Term Rental of a Residence), currently addressed as 1070 Sanger

Avenue.

Matthew Simmont, AICP Planning Manager

- H) Public hearing, discussion, and possible action on a [25-844](#) resolution reauthorizing the City of New Braunfels Tax Abatement Policy.

Jeff Jewell, Economic and Community Development Director

**3. EXECUTIVE SESSION**

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

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

**ADJOURNMENT**

**CERTIFICATION**

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

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Gayle Wilkinson, City Secretary

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



## City Council Agenda Item Report

550 Landa Street  
New Braunfels, TX

**7/28/2025**

Agenda Item No. A)

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**PRESENTER:**

Natalie Baker, Assistant City Secretary

**SUBJECT:**

Approval of the July 14, 2025 executive and regular city council meeting minutes and the July 21, 2025 special city council meeting minutes.

**DRAFT - MINUTES  
OF THE NEW BRAUNFELS CITY COUNCIL  
REGULAR MEETING OF MONDAY, JULY 14, 2025**

**Amended 07-10-2025**

**CALL TO ORDER**

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

**CALL OF ROLL: CITY SECRETARY**

**Present:** 5 - Mayor Neal Linnartz, Councilmember Michael Capizzi, Mayor Pro Tem Lawrence Spradley, Councilmember Mary Ann Labowski, and Councilmember April Ryan

**Absent:** 2 - Councilmember Toni Carter, and Councilmember D. Lee Edwards

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

**INVOCATION: COUNCILMEMBER LABOWSKI**

Councilmember Labowski provided the invocation.

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

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

**PROCLAMATIONS:**

A) Parks and Recreation Month

Mayor Linnartz read the aforementioned proclamation.

Members of the Parks Foundation, New Braunfels Parks & Recreation Department, and the Parks & Recreation Advisory Board accepted the proclamation and addressed council.

## **CITIZENS COMMUNICATIONS**

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**The following individuals spoke at this time: Bob King**

### **1. CONSENT AGENDA**

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

#### *Action Items*

- A) Approval of the June 23,2025 regular and June 30,2025 special city council meeting minutes.
- B) Approval of a budget amendment to the Police Department Facility and the Contingencies projects in the 2019 Bond Fund to address various facility maintenance projects.
- C) Approval of a recommended change to the New Braunfels Downtown Board Bylaws.
- D) Approval of a contract with Kimley-Horn and Associates to update the Roadway Impact Fee Study.
- E) Approval of expenditures with Vortex Doors for preventative maintenance and repairs to station doors and gates for the Fire Department.
- F) Approval of an amendment to the Professional Service Agreement with Quiddity Engineering, LLC for the San Antonio St and Water Ln project and authorization for the City Manager to execute contract modifications following the established purchasing policy.

- G) Approval of Multi-Agency Mutual Aid Agreement with the New Braunfels Fire Department and Fire and Emergency Districts within Hays and Travis Counties.
- H) Approval of a contract with Cognizant for professional services related to continued implementation of Workday software.
- I) Approval of a contract with C.H. Johnson Consulting, Inc. for the development of market viability study of an expansion to the New Braunfels Civic/Convention Center, demand analysis for an adjacent hotel and conceptual site planning services.
- J) Approval of an agreement between City of New Braunfels and Radish Health Medical Group to administer an employee onsite health clinic.

#### *Resolutions*

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

#### *Ordinances*

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

- L) Approval of the second and final reading of an ordinance to add a local historic landmark designation and rezone approximately 0.21 acres of Lot 5, New City Block 3019 from R-2 HD (Single Family and Two-Family District with a Historic District overlay) to R-2 HD HL (Single Family and Two-Family District with Historic District and Historic Landmark overlays), currently addressed at 648 West Mill Street. (HST25-134)
- M) Approval of the second and final reading of an ordinance to rezone approximately 5 acres out of the John Thompson Survey 21, Abstract 608, from C-3 (Commercial District) and APD (Agricultural/Pre-Development District) to C-1B (General Business District), currently addressed at 4001 IH 35 S.
- N) Approval of the second and final reading of an ordinance regarding proposed amendments to the City's Code of Ordinances: Chapter 144,



regarding sidewalk requirements.

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

### **Approval of the Consent Agenda**

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

**Mayor Pro Tem Spradley made a motion to approve the consent agenda. Councilmember Ryan seconded the motion which passed unanimously.**

**Absent:**

Councilmember Carter, and Councilmember Edwards

## **2. INDIVIDUAL ITEMS FOR CONSIDERATION**

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

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

**Mayor Linnartz read the aforementioned item.**

**Sandy Paulos presented this item with a powerpoint presentation.**

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

**Absent:**

Councilmember Carter, and Councilmember Edwards

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

including funding recommendations for Program Year 2025.

**Mayor Linnartz read the aforementioned item.**

**Jen Gates presented this item to council using a powerpoint presentation.**

**The following individuals spoke at this time: Nicole Douglas, Kellie Stallings, Mario Obledo**

### **3. PRESENTATIONS**

A) Presentation and update on the City of New Braunfels Fiscal Year 2026 Capital Improvement Plan.

**Mayor Linnartz read the aforementioned item.**

**Brenadette Faust presented this item to council using a pdf presentation.**

B) Presentation on a proposed economic development incentive to Northeast Lakeview College at New Braunfels for an expansion project to promote workforce training and education.

**Mayor Linnartz read the aforementioned item.**

**Johnathan Packard introduced this item and Dr. Veronica Garcia, who presented to council with a powerpoint presentation.**

### **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 negotiations in accordance with Section 551.087 of the Texas Government Code:

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

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

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

No action was taken at this time.

**ADJOURNMENT**

Mayor Linnartz adjourned at 7:07 p.m.

By: \_\_\_\_\_  
NEAL LINNARTZ, MAYOR

Attest:

\_\_\_\_\_  
GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES  
OF THE NEW BRAUNFELS CITY COUNCIL - EXECUTIVE SESSION  
REGULAR MEETING OF MONDAY, JULY 14, 2025**

**CALL TO ORDER**

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

**CALL OF ROLL: CITY SECRETARY**

**Present** 5 - Mayor Pro Tem Lawrence Spradley, Councilmember April Ryan, Councilmember Michael Capizzi, Mayor Neal Linnartz, and Councilmember Mary Ann Labowski

**Absent** 2 - Councilmember D. Lee Edwards, and Councilmember Toni Carter

**1. EXECUTIVE SESSIONS**

In accordance with the Open Meetings Act, Texas Government Code, Ch. 551, 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 issues regarding economic development negotiations in accordance with Section 551.087 of the Texas Government Code:

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

Mayor Linnartz read the aforementioned executive session item.

Mayor Linnartz 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 did not reconvene back into open session.

No action was taken at this time.

## **ADJOURNMENT**

Mayor Linnartz adjourned at 5:49 p.m.

By: \_\_\_\_\_  
NEAL LINNARTZ, MAYOR

**Attest:**

\_\_\_\_\_  
GAYLE WILKINSON, CITY SECRETARY

**DRAFT - SPECIAL MINUTES  
OF THE NEW BRAUNFELS CITY COUNCIL - SPECIAL  
MONDAY, JULY 21, 2025**

**CALL TO ORDER**

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

**CALL OF ROLL: CITY SECRETARY**

**Present**     6 - Mayor Pro Tem Lawrence Spradley, Councilmember April Ryan, Councilmember Mary Ann Labowski, Councilmember Toni Carter, Mayor Neal Linnartz, and Councilmember Michael Capizzi

**Absent**       1 - Councilmember D. Lee Edwards

**INVOCATION: MAYOR LINNARTZ**

Mayor Linnartz provided the invocation.

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

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

**1. WORKSHOP**

A)        Presentation of the 2025 Texas Travel Award to Art Haus and Other Local Winners.

**Mayor Linnartz read the aforementioned item.**

**Mandi Scott presented this item to council and introduced Sammie Martinek from the Convention and Visitors Bureau who also addressed council and announced the winners of the Texas Travel Award. Individuals from the following organizations accepted their award for the following categories:**

**Art Festival or Event - Art Haus**

**Best Shopping District & Best Music Festival - Gruene Historic District**

**Best Bar - Side Car at Prince Solms Inn**

**Best Outdoor Activity - Comal River**

**Best Food Festival - Wurstfest**

**Best Resort - Camp Fimfo**

**Best Museum - Sophienburg Museum & Archives (not in attendance, but they were announced as the winner to council).**

- B) Presentation of Texas Association of Municipal Information Officers awards for communications excellence.

**Mayor Linnartz read the aforementioned item.**

**Jenna Vinson and members of the Communications Department presented this item to council using a powerpoint presentation.**

- C) Presentation of the 2025 Texas American Public Works Association Professional Manager of the Year Award- Transportation to Garry Ford.

**Mayor Linnartz read the aforementioned item.**

**Jordan Matney presented this item to council and introduced Garry Ford, the winner of the 2025 Professional Manager of the Year award.**

- D) Presentation and update from the Humane Society of the New Braunfels Area and possible direction to staff regarding the FY 2026 contract for services.

**Mayor Linnartz read the aforementioned item.**

**Jared Werner presented this item and introduced Sarah Hammond who also addressed council using a powerpoint presentation and answered questions.**

- E) Presentation and update on the Street Safety Action Plan progress and Vision Zero.

**Mayor Linnartz read the aforementioned item.**

**Elizabeth Dupont presented this item to council using a powerpoint presentation and answered questions.**

- F) Presentation on the Dry Comal Creek re-mapping the floodplain project.

**Mayor Linnartz read the aforementioned item.**

**Garry Ford presented this item to council using a powerpoint presentation and answered questions.**

- G) Presentation and discussion on the Neighborhood Traffic Calming Policy to replace the current Speed Hump Policy.

**Mayor Linnartz read the aforementioned item.**

**Carly Farmer presented this item to council using a powerpoint**



**presentation and answered questions.**

**The following individuals spoke at this time: Larry Lane**

**2. EXECUTIVE SESSION**

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

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

**There were no executive session items.**

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

**4. ADJOURNMENT**

Mayor Linnartz adjourned at 6:36 p.m.

By: \_\_\_\_\_  
NEAL LINNARTZ, MAYOR

**Attest:**

\_\_\_\_\_  
GAYLE WILKINSON, CITY SECRETARY

7/28/2025

Agenda Item No. B)

**PRESENTER:**

Gayle Wilkinson, City Secretary

**SUBJECT:**

Approval of the appointments of Dr. Christopher Dayley, and Christy Rohlf to the Regional Workforce Education Alliance for two (2) At Large seats with unexpired terms ending May 31, 2027.

**DEPARTMENT:** CSO**COUNCIL DISTRICTS IMPACTED:** All districts**BACKGROUND INFORMATION:**

The City of New Braunfels City Council and the City of Seguin City Council have established the Regional Workforce Education Alliance ("RWEA") as a strategic group for clear communication, aligned efforts, collaboration, and targeted support for workforce education efforts.

The Alliance shall consist of ten (10) members. Five (5) members shall be appointed by the City Council of the City of New Braunfels and five (5) members shall be appointed by the City Council of the City of Seguin. Members shall represent workforce industries within the region. Ex Officio members represent regional school districts and post-secondary educational institutions; they are active voting members. All members, except Ex Officio Members, shall serve a two (2) year term.

The Ad Hoc Committee reviewed seven applications and are recommending Dr. Christopher Dayley and Christy Rohlf for the unexpired At Large seats with terms ending May 31, 2027.

**ISSUE:**

Appointments to the Regional Workforce Education Alliance require Council approval.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

No fiscal impact.

**RECOMMENDATION:**

Staff recommends the appointment of two (2) individuals to the Regional Workforce Education Alliance with terms ending May 27, 2027.

7/28/2025

Agenda Item No. C)

**PRESENTER:**

Jeff Jewell, Economic and Community Development Director

**SUBJECT:**

Approval of a recommendation by the Tax Increment Reinvestment Zone #3 Board awarding Business Improvement and Preservation Grants to Altar Space Crystals in an amount up to \$1,739.25 and to the New Braunfels Elks Lodge #2279 in an amount up to \$11,225.

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

The Tax Increment Reinvestment Zone #3 Board (TIRZ 3 Board) offers Business Improvement and Preservation Grants to business and property owners interested in improving buildings downtown. Eligible projects include façade and exterior improvements, residential and commercial conversions, and improvements to public infrastructure and streetscapes. This grant program was approved by City Council with Resolution 2023-R59 on October 23, 2023.

Altar Space Crystals submitted a grant application to the TIRZ 3 Board on January 9, 2024 with an estimated total project cost of \$6,957 to complete an outdoor lighting project to allow for safe evening and fall/winter community events. Per program guidelines, grants can reimburse up to 25% of total project costs. The TIRZ 3 Board initially reviewed this application at its February 12, 2024 meeting and the application was tabled for future contemplation. The application was considered again at the June 25, 2025 meeting and the Board voted unanimously to approve a grant of \$1,739.25 (25% of total).

The New Braunfels Elks Lodge #2279 submitted a grant application to the TIRZ 3 Board on February 18, 2025 with five total projects - all totaling \$225,856.95 - to address health and safety updates and façade and exterior improvements. The TIRZ 3 Board reviewed the application at its March 31, 2025 meeting and voted to approve funding for two of the five projects. The first, in an amount of \$5,068.75 to assist with the design and spec for a fire sprinkler system and a fire alarm flow test. The second, in an amount of \$2,875 to assist with the installation of a fire alarm system.

The TIRZ 3 Board addressed the additional three project grant requests at its June 25, 2025 meeting and unanimously approved a grant of \$11,225 (25% of total) to assist with the installation of an underground fire line.

All grants will be awarded on a reimbursement basis after all the work for the improvements have been completed. Each applicant will be required to submit all receipts and paid invoices for the work to be awarded the grant.

**ISSUE:**

Per the guidelines of the Business Improvement and Preservation Grants program, the City Council must approve all grant recommendations from the TIRZ 3 Board.

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**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

TIRZ 3 has sufficient fund balance to support the issuance of these grants totaling \$12,964.25

**RECOMMENDATION:**

Staff recommends approval of the grants to Altar Space Crystals and the New Braunfels Elks Lodge #2279



# TIRZ 3 Grant Application

Row 3

External Form Sent? ☐

External Form Complete? ☐

Applicant Name Elizabeth Dixon

Project Name Outdoor Lighting

Address of Project 451 S Castell Avenue

Mailing Address (if different from Proj. Address) 451 S Castell Avenue

Contact Phone +1 (630) 715-7294

Email Address altarspacecrystals@gmail.com

Applicant is Lessee

Term of Lease Yearly

Expiration Date 06/30/25

Owner Name

Owner Mailing Address

Owner Contact Phone

Owner Email Address

Project Category Public Infrastructure/Streetscape Grant

Health and Safety Updates Subcategories

Funding Request Less than or equal to \$10,000

Total Project Cost: \$6,000.00

Amount of funding requested for improvements: \$1,500.00

Public Funding Solicited: CDBG – Community Development Block Grant

Other Funding Source N/A

Estimated  
Project Start  
Date 03/31/24

Estimated  
Project  
Completion  
Date 04/13/24

The completed  
project will:

Streetscape or  
Right of Way  
Improvements

Façade/Exterior  
Improvements  
& Preservation

Other:

Other category:

**Project  
Summary** Installing outdoor lighting around the exterior of The Empress  
building for safe evening & winter community events

**Narrative  
Benefit** Altar Space is looking to further encourage community events & connections as well as increase the vibrancy and uniqueness of offerings in the city. Since its inception, the business has sought to destigmatize mental health conversations, empower individuals to explore diverse self-care methods, and foster a sense of belonging that many simply don't get via their own day-to-day networks. As such, we'd like to install outdoor lighting around the property to allow for even more events, community building, and networking. This project will expand our offerings to all times of day and engage more of the community that works during the day and can't attend our day time events. It will also help us maintain events throughout the winters when the sun sets early. This project and its goals are in line with the 2010 Implementation Plan and the Downtown Action plan. They align by creating vibrancy in our city all times of day & throughout the year and supporting aesthetic and pedestrian infrastructure (lighting) for continued success of a unique Downtown New Braunfels woman-owned business.

**Agreements** I agree

*see attached agreements*

**Private  
Funding Type:** Cash

**Private Loan  
Source:**

**Private Loan  
Amount:**

**Bank Loan  
Source:**

**Bank Loan  
Amount:**

**Cash Amount:** 6,000.00

**Size of Project:** This is a stand-alone project

**TIRZ 3 Map  
Boundary** Yes

## F. Agreements

### Agreements\*

1. I certify that I am authorized to make this application on behalf of my company/the business that employs me/the owner of my building.
2. I agree to comply with guidelines and procedures of the TIRZ 3 Grant Program and acknowledge that I have reviewed and understand the current policy.
3. I understand that neglecting to provide all requested information required by this application will invalidate my application entirely.
4. I understand that if I am selected as a finalist for a TIRZ 3 Grant, I may be required to present my project, in-person, at an upcoming TIRZ 3 Board Meeting. Advanced notice will be provided with my invitation.
5. I understand that I must submit cost documentation – including evidence of estimated costs as part of the budget and including paid invoices and/or receipts from contractors after the work is completed to comply with the requirements of this program. I further understand that the City of New Braunfels or members of the TIRZ 3 Board may contact contractors and subcontractors to ensure they have been paid.
6. I acknowledge that this application for a TIRZ 3 Grant may be denied, partially approved, or fully approved, and is subject to fund availability.
7. I acknowledge that all documents as outlined in this application are minimum requirements, additional items may be requested, and that incomplete applications will be rejected.
8. I acknowledge that I must receive formal approval BEFORE starting a project. I acknowledge that all approved awards will be provided as a reimbursement after the project is completed and inspected by City Staff or members of the TIRZ 3 Board. If my project is started before this formal approval, my application is forfeited and ineligible for funding.



## TIRZ 3 Grant Application

## Applicant Information

## Applicant Name

New Braunfelsw Elks Lodge 2279

## Project Name

Fire Suppression System

## Address of Project

353 South Seguin Ave, New Braunfels, TX

## Mailing Address (If different from Project Address)

## Contact Phone

(936) 334-6422

## Email Address

[scmuncaster@hotmail.com](mailto:scmuncaster@hotmail.com)

## Applicant Type

☒ Applicant is the Owner

## Term of Lease

N/A

## Expiration Date

~~02-18-2025~~ Disregard, form error

## Are you the owner?

yes

## Owner Name

New Braunfels Elks Lodge #2279

## Owner Mailing Address

353 South Seguin Ave, New Braunfels, TX

## Owner Contact Phone

(830) 625-5217

## Owner Email Address

[Secretary@newbraunfelsselkslodge2279](mailto:Secretary@newbraunfelsselkslodge2279)

## Size of Project

This is a stand-alone project

Please verify your business is located in the blue area on the map linked here: <https://newbraunfels.gov/ImageRepository/Document?documentID=32658>

Yes

## Grant Category

**Project Category**

Health and Safety Updates

**Other category**

Facade/Exterior Improvements & Preservation

**Funding and Timeline Info**

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**Funding Request**

Greater than \$25,000

**Estimated Project Cost**

\$250,000.00

**Project Start Date**

04-15-2025

**Estimated Completion Date**

09-22-2025

**Narratives**

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**Project Summary - Please provide a brief summary outlining the scope of work to be performed for this project.**

Install a fire suppression system as required by the City of New Braunfels Fire Marshal. Scope of work: 1.) Engineering and design specifications 2.) Water supply from Seguin Avenue 3.) Riser room construction 4.) Reinforce attic flooring 5.) Install sprinkler system equipment 6.) Test and certify system. Estimated cost \$240,906.

Please provide a brief narrative summary identifying how this project will benefit Downtown New Braunfels. Please consider utilizing the [Downtown Implementation Plan](#), [Downtown Action Plan](#), and the [Downtown TIRZ Project Plan](#) to guide your writing. (Please open links in a new tab)

**Narrative Benefit**

This project will provide for the health and safety of Lodge members and guests. In addition it will help to provide protection for our historic (circa 1910) building as well as surrounding downtown structures.

## Agreements

1. I certify that I am authorized to make this application on behalf of my company/the business that employs me/the owner of my building.
2. I agree to comply with guidelines and procedures of the TIRZ 3 Grant Program and acknowledge that I have reviewed and understand the current policy.
3. I understand that neglecting to provide all requested information required by this application will invalidate my application entirely.
4. I understand that if I am selected as a finalist for a TIRZ 3 Grant, I may be required to present my project, in-person, at an upcoming TIRZ 3 Board Meeting. Advanced notice will be provided with my invitation.
5. I understand that I must submit cost documentation – including evidence of estimated costs as part of the budget and including paid invoices and/or receipts from contractors after the work is completed to comply with the requirements of this program. I further understand that the City of New Braunfels or members of the TIRZ 3 Board may contact contractors and subcontractors to ensure they have been paid.
6. I acknowledge that this application for a TIRZ 3 Grant may be denied, partially approved, or fully approved, and is subject to fund availability.
7. I acknowledge that all documents as outlined in this application are minimum requirements, additional items may be requested, and that incomplete applications will be rejected.
8. I acknowledge that I must receive formal approval BEFORE starting a project. I acknowledge that all approved awards will be provided as a reimbursement after the project is completed and inspected by City Staff or members of the TIRZ 3 Board. If my project is started before this formal approval, my application is forfeited and ineligible for funding.

### I Agree

true

7/28/2025

Agenda Item No. D)

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**PRESENTER:**

Matthew Eckmann, Assistant Director of Public Works

**SUBJECT:**

Approval of a ground lease agreement between the City of New Braunfels and Natural Bridge Caverns, Inc. for a billboard sign located at 2932 Interstate 35 South.

**DEPARTMENT:** Public Works**COUNCIL DISTRICTS IMPACTED:** 1**BACKGROUND INFORMATION:**

Natural Bridge Caverns has been leasing property at this location for a billboard sign since 2000. The current 10-year lease expires on July 31, 2025 and the Tenant has requested the City enter into a new lease agreement for another 10-year term.

**ISSUE:**

Staff is in agreement with entering into a new lease agreement at a rental rate of \$9,000.00 annually for years 1-5 with an increase to \$10,000 for years 6-10 for a term beginning August 1, 2025 and expiring July 31, 2035.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

Revenue generated by this lease will go directly to the General Fund.

**RECOMMENDATION:**

Staff recommends approval of this lease.

7/28/2025

Agenda Item No. E)

**PRESENTER:**

Tony Gonzalez, Director of Information Technology

**SUBJECT:**

Approval of a three-year software maintenance agreement for Cityworks PLL software through Azteca Systems, LLC, a Trimble Company.

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

In 2018 the City purchased Cityworks PLL (Permits, Licensing and Land) software to replace the outdated Accela software. The usage of Cityworks continues to expand to other Departments and additional processes across the City. The City has made a sizeable time and financial commitment in Cityworks, including the launch of the Customer Portal, digital plan submission, automated workflows, reports, etc. The City is purchasing Cityworks from Azteca Systems, LLC, a Trimble Company. Cityworks software is considered a sole source product, meaning it's exclusively designed, created, and owned by Azteca Systems, LLC, a Trimble Company. Cityworks is a proprietary product with unique features and integrations.

The term of the agreement for CityWorks will be August 27, 2025 through August 26, 2028 with annual renewals thereafter.

**ISSUE:**

The current software maintenance agreement expires on 7/25/2025.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

The Cityworks Annual Software Maintenance cost is budgeted in the Information Technology Department Budget for Fiscal Year 2025 in the amount of \$78,704.60 and budgeted as a reoccurring expense. Therefore, sufficient funds are available for this purchase.

Fiscal Year 2026 cost will be \$82,639.83

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Fiscal Year 2027 cost will be \$86,771.82

**RECOMMENDATION:**

Staff recommends approval of the purchase of the Cityworks Annual Software Maintenance.



ORDER FORM

Order Date:	Date of the last signature below
Trimble Entity Name ("Trimble") and Address:	Azteca Systems, LLC, a Trimble company 10368 Westmoor Drive Westminster, CO 80021 US
Customer Entity Name ("Customer") and Address:	New Braunfels, TX 550 Landa Street New Braunfels, TX 78130
Billing Contact Name and E-Mail Address:	Tony Gonzalez <a href="mailto:TGonzalez@newbraunfels.gov">TGonzalez@newbraunfels.gov</a> JC McConnell <a href="mailto:JMcconnell@newbraunfels.gov">JMcconnell@newbraunfels.gov</a>
Is Customer Tax Exempt?	Yes
Initial Term:	08/27/2025 - 08/26/2026
Validity:	This Order Form shall expire on 06/30/2025 (the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form.
Miscellaneous:	<i>Purchase orders issued by Customer are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.</i>  <u>Post-Termination Customer Data Access.</u> For 30 days from the expiration or termination of the Agreement, Trimble will make Customer Data available to Customer upon request for export or download as provided in the Agreement for the applicable Product. Additional fees may apply.

Licensed Software:

Description	Number of Authorized Users	Annual Term	Total
Server PLL Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products: Office Respond Mobile Native Apps (for iOS/Android)  --Includes the following Add-ons: eURL (Enterprise URL) Public Access for PLL Cityworks Analytics for PLL Workload Web Hooks Case API - Basic Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners	Unlimited	Year 1: 08/27/2025 - 08/26/2026	\$78,704.60
		Year 2: 08/27/2026 - 08/26/2027	\$82,639.83
		Year 3: 08/27/2027 - 08/26/2028	\$86,771.82

All Licensed Software is for the indicated term and not perpetual. Annual fee herein is based on 75,001 - 100,000 population range. Trimble reserves the right to adjust the annual fee accordingly to align with the Customer's actual population range.



**Addendums:**

1. Trimble General Transaction Terms (the "General Terms")
2. Supplemental Terms for Software and Subscriptions (the "Software Terms")
3. Supplemental Terms for Support and Maintenance (the "Support Terms")
4. Supplemental Terms for Services (the "Services Terms")
5. Supplemental Terms for Hardware (the "Hardware Terms")
6. Supplemental Terms for U.S. Public Entities
7. Availability Service Level Agreement; Data Security and Restoration

**TERMS AND CONDITIONS**

1. Terms and Conditions. All offerings are made available by Trimble subject to the terms and conditions set forth in this Order and the above referenced Addendums.

2. AUTOMATIC RENEWALS. *This Order will automatically renew for subsequent 12-month term(s) at then-current pricing, unless either party provides the other with notice of cancellation at least 30 days prior to the expiration of the then-current term.*

3. Payment Terms. All fees are due Net 30 from the date of the Trimble invoice.

- **Annual Software Subscription:** Trimble will invoice:
  - Year 1 in the amount of \$78,704.60 upon execution of this Order Form.
  - Year 2 in the amount of \$82,639.83 upon 07/27/2026, and
  - Year 3 in the amount of \$86,771.82 upon the 07/27/2027.

4. Annual Price Increase. Upon the completion of the Yearly periods found above, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) eight percent (8%) at each renewal. "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made. Trimble will use commercially reasonable efforts to notify Customer of the new pricing no later than sixty (60) days prior to the expiration of the prior term.

5. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer\_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

6. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

*[Signature Page to Follow]*

**Commented [WF1]:** We are typically in the 60-120 day range but we only include 60 days in contracts.

**ACCEPTANCE**

Accepted and agreed:

**CUSTOMER:**

Signature: \_\_ Print

Name: \_ Title:

Date:

**TRIMBLE:**

Signature: \_\_\_\_\_  
Print Name: Carlos Abaunza  
Title: Sr. Director, Legal  
Date: \_\_\_\_\_

#### Addendum #1

##### **Trimble General Transaction Terms** *Version 1.2 (Last updated: May 1, 2024)*

Trimble's provision of Offerings is governed exclusively by these Trimble General Transaction Terms (the "**General Terms**"). The Order, the SOW, these General Terms, any applicable Supplemental Terms, and all other terms referenced or incorporated therein, collectively constitute the "**Agreement**". Any conflict or inconsistency in the Agreement will be resolved in the following order of precedence: (1) the Order, (2) any applicable Supplemental Terms, (3) these General Terms, (4) the SOW, and (5) the Documentation.

1. **Definitions.** Capitalized terms have the meaning associated with them in this Section 1 (Definitions) or with the definition provided elsewhere in the Agreement.
  - 1.1. "**Affiliate**" means an entity that, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with a party, where "ownership" means the direct or indirect ownership of more than fifty percent (50%) of an entity's outstanding voting rights or other equivalent voting interests.
  - 1.2. "**Customer**" is the entity or person identified in the Order or SOW.
  - 1.3. "**Dispute(s)**" means any dispute, claim, or controversy arising from or related to the Agreement.
  - 1.4. "**Documentation**" means Trimble's then-current usage guidelines, standard technical documentation, acceptable use policies, support policies, service level commitments, or other policies referenced in the Agreement.
  - 1.5. "**Hardware**" means hardware products specified in the Order.
  - 1.6. "**High Risk Activities**" means any mission critical, hazardous, strict liability, or other activity(ies) where use or failure of the Offerings could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include utilization of Offerings for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.
  - 1.7. "**Intellectual Property Rights**" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority, and the right to sue for, settle and release past, present and future infringement of any of the foregoing.
  - 1.8. "**Law(s)**" means all applicable local, state/provincial, federal and international laws, rules, regulations, directives, ordinances and conventions, including, but not limited to, those related to data privacy and data transfer, international communications and export of technical or personal data.
  - 1.9. "**Licensed Software**" means the object code form of Trimble's proprietary installed software product for deployment on premises or on a device, as well as any Documentation, maintenance releases, and features and functionality enhancements, and application programming interfaces (APIs), in each case as may be made available pursuant to the Order. For clarity, Licensed Software excludes firmware.
  - 1.10. "**Offerings**" means Trimble's Hardware, Software, Services, Support, and other Trimble goods or services specified on an Order or SOW.
  - 1.11. "**Order**" means the quotation, proposal, sales agreement or similar documents provided by Trimble and accepted by Customer.
  - 1.12. "**Services**" means any services described in the Order or a Statement of Work, including, without limitation, training, enablement, implementation, configuration, hosting, or content provision.
  - 1.13. "**Software**" means the Licensed Software and/or Software-as-a-Service specified on an Order.
  - 1.14. "**Software-as-a-Service**" or "**SaaS**" means a Trimble proprietary cloud service, as well as any Documentation, features and functionality enhancements, and application programming interfaces, in each case as may be made available pursuant to the Order.
  - 1.15. "**Statement of Work**" or "**SOW**" means a statement of work or similar agreement governing the provision of Services.
  - 1.16. "**Supplemental Terms**" are any additional Trimble terms and conditions referenced in the Order as "Supplemental Terms."
  - 1.17. "**Support**" means support and/or maintenance for Software, and as may be further described in the applicable Supplemental Terms, Documentation, or otherwise as specified by Trimble in writing.
  - 1.18. "**Trimble**" means Trimble Inc. or its Affiliate identified on the Order or SOW, or if none is specified, as set forth in Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction) based on the applicable Customer location.
  - 1.19. "**Trimble IP**" means the Offerings, Documentation, and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by Trimble or its subcontractors to produce and provide the Offerings together with all Intellectual Property Rights therein, together with all modifications, improvements, changes thereto or derivative works thereof, including without limitation:
    - (a) proprietary electronic architecture and other non-literary elements of the Offerings developed by Trimble,
    - (b) functional and technical specifications and other technical, training, reference or service information, documentation and manuals and updates thereto,

- (c) APIs, customized applications and computer programs,
- (d) processes, methods, algorithms, ideas, and other "know how,"
- (e) data and information provided or sourced by Trimble,
- (f) Offerings which Customer has the right to use via a subscription, and
- (g) network equipment and architecture.

2. **Orders; Validity.** An Order is valid for acceptance by Customer within the period indicated in the Order and if no such period is provided, for thirty (30) calendar days from the issue date. The Agreement is formed by Customer's execution of the Order. Changes to an Order or belated acceptance by Customer are not valid unless Trimble accepts them in writing, and Trimble's partial or complete delivery against an Order modified by Customer, or acceptance of payment, shall not be deemed to be an acceptance of the modification. Orders that Customer has accepted cannot be canceled for any reason without Trimble's prior written consent. Notwithstanding anything to the contrary, while Customer may issue a purchase order or similar document for administrative purposes, no provisions of Customer's purchase orders, invoices, associated purchase documentation, or other business forms will apply to, modify, supersede or otherwise alter the terms of this Agreement or Customer's payment obligations thereunder, and any such provisions will be of no force or effect.
3. **Payment Terms; Invoicing**
  - 3.1. Fees are as set forth in the Order or SOW. Fees do not include applicable sales taxes, value added taxes, goods and services taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes, surcharges and fees, or similar charges, all of which are Customer's responsibility to pay. Unless Customer provides Trimble with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, Customer will pay Trimble all such taxes, charges, and fees invoiced by Trimble in connection with the Offerings. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.
  - 3.2. Trimble will issue invoices in accordance with the billing frequency stated in the Order or SOW. Customer consents to the receipt of invoices electronically at the email address(es) it provided to Trimble for billing purposes, and accepts such invoices as if received by mail. Customer is responsible for maintaining current email address(es) with Trimble. Trimble's transmission of an invoice to the provided billing email address(es) (regardless of whether actually received by Customer) shall be considered delivery of that invoice by Trimble. Trimble's failure to issue an invoice in accordance with this Section 3 (Payment Terms; Invoicing) shall not be deemed to be a waiver by Trimble of its right to receive payment pursuant to the Agreement, but Customer shall not be obligated to make such payment until an invoice for such payment is issued by Trimble to Customer.
  - 3.3. Unless otherwise set forth in the Order or SOW, payments are due net 30 days from the date of invoice. Customer will make payment in the currency indicated on the Order or SOW. Trimble is entitled to offset payments against prior debt balances in Customer's account. Subject to any Laws to the contrary or as otherwise expressly stated in the Agreement, payments are not refundable. No credit, carryover, or refund will be given for any unused Offerings (e.g., services hours, data usage) allocated or available for use during an indicated period of time.
  - 3.4. Delinquent payments not subject to a bona fide dispute will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable Law. If Customer does not object in writing to an invoiced amount by the invoice due date, Customer will be deemed to have acknowledged the correctness of that invoice and to have waived its right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give Customer the right to withhold or delay payment of the disputed portion only. Customer will be liable for all costs of collection of past due amounts (including attorneys' fees).
  - 3.5. Trimble may suspend Customer's access to or Trimble's provision of Offerings, as applicable, on five (5) business days prior notice if Customer fails to timely pay any invoice not subject to a bona fide payment dispute or fails to use diligent good faith efforts to resolve a bona fide payment dispute (unless cured during the notice period).
  - 3.6. For any breach of Customer's payment obligations under any Order(s), Trimble may, without limiting Trimble's other rights and remedies, declare Customer's unbilled future fees under any and all Orders immediately due and payable.
  - 3.7. Trimble has the continuing right to review Customer's credit and, if reasonably determined necessary by Trimble, change Customer's payment terms, and may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to Trimble), or a guarantee of prompt payment prior to shipment or service activation.
  - 3.8. Offerings purchased or licensed under Trimble's United States General Services Administration ("GSA") Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.
4. **Term and Termination**
  - 4.1. **Term.** The term and any renewals thereof applicable for an Offering (collectively, the "Term(s)") shall be as set forth in the Order, SOW, or Supplemental Terms. Different Offerings may have different Terms.
  - 4.2. **Termination.** Either party may terminate the Agreement if the other party (a) fails to cure a material breach of the Agreement (including a failure to pay fees), or fails to provide a written plan of cure reasonably acceptable to the non-breaching party, within thirty (30) days after the non-breaching party's receipt of written notice specifying such breach or failure, (b) becomes designated by an applicable governmental entity as a business with which a party is prohibited from doing business with (e.g., via governmental sanctions program), or (c) seeks protection under insolvency or comparable proceeding, or if such proceedings are instituted against that party and not dismissed within sixty (60) days.
  - 4.3. **Survival.** These Sections survive expiration or termination of the Agreement: 1 (Definitions), 3 (Payment Terms; Invoicing), 4.3 (Survival), 6 (Warranty Disclaimers), 7 (Limitations of Liability), 8 (Indemnification), 9 (Confidentiality), 11 (Personal Information; Data Protection), 12 (Miscellaneous), any other provisions identified in any applicable Supplemental Terms referencing this provision, and any other term or provision in the Agreement that applies to events occurring following termination or expiration. Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

5. **Customer Obligations**
  - 5.1. **High Risk Activities.** Customer will not use the Offerings for High Risk Activities. Customer acknowledges that the Offerings are not intended to meet any legal obligations for High Risk Activities. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with High Risk Activities.
  - 5.2. **Compliance with Laws.** Customer shall comply with all Laws in connection with its use or receipt of the Offerings.
  - 5.3. **Dependencies and Compatibilities.**
    - (a) Offerings may (i) require certain dependencies, including, without limitation, internet connection, electronic communications, hardware, data connections, operating systems, third-party products and services, other Trimble products and services, satellite signals, etc. (collectively, "**Dependencies**"), and (ii) allow compatibility and/or interoperability with other products or services made available by Trimble, Customer, or a third party (collectively, "**Compatibilities**").
    - (b) Dependencies and Compatibilities may require payment of a separate fee and are governed by their respective terms of service, end user license agreement, or other agreement, and not by the Agreement. Unless otherwise expressly agreed upon by the parties in writing, Customer is responsible for all Dependencies and Compatibilities. Trimble may modify the Offerings from time to time, and Trimble does not guarantee that the Offerings will continue to operate or be compatible with any Dependencies or Compatibilities. Trimble makes no warranty or guarantee, and will have no liability or obligations under the Agreement, with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control.
    - (c) Customer represents and warrants that it shall, and shall use best efforts to require any provider of any Dependencies and Compatibilities to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Offerings; and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time.
6. **WARRANTY DISCLAIMERS.** THE LIMITED WARRANTY TERMS, IF ANY, EXPRESSLY SET FORTH IN ANY APPLICABLE SUPPLEMENTAL TERMS ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON TRIMBLE'S PART ARISING OUT OF, OR IN CONNECTION WITH, THE OFFERINGS, AT ANY TIME EITHER DURING OR AFTER EXPIRATION OF THE APPLICABLE WARRANTY, AND STATE TRIMBLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES RELATING TO THEM. EXCEPT FOR ANY LIMITED WARRANTY TERMS EXPRESSLY PROVIDED IN ANY APPLICABLE SUPPLEMENTAL TERMS, THE OFFERINGS ARE PROVIDED "AS-IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT. SUPPLEMENTAL TERMS MAY HAVE ADDITIONAL DISCLAIMERS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION(S) MAY NOT APPLY OR FULLY APPLY TO CUSTOMER.
7. **Limitations of Liability.**
  - 7.1. **Waiver; Liability Cap.**
    - (a) EXCEPT FOR EXCLUDED CLAIMS, (i) NEITHER PARTY (OR ITS SUPPLIERS) SHALL BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL, RELIANCE, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND (ii) EACH PARTY'S (AND EACH OF ITS SUPPLIER'S) ENTIRE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO TRIMBLE DURING THE PRIOR 12 MONTHS UNDER THE AGREEMENT FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY.
    - (b) "EXCLUDED CLAIMS" MEANS (i) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT, (ii) DAMAGES PAYABLE TO A THIRD PARTY (I.E., NOT AN INDEMNIFIED PARTY) EITHER AWARDED BY A COURT OF COMPETENT JURISDICTION OR INCLUDED IN A SETTLEMENT AGREED TO BY THE INDEMNIFYING PARTY, WHICH DAMAGES ARE SUBJECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 8 (INDEMNIFICATION), AND (iii) ANY ADDITIONAL "EXCLUDED CLAIMS" EXPRESSLY IDENTIFIED IN ANY APPLICABLE SUPPLEMENTAL TERMS.
    - (c) THE ABOVE LIMITATIONS OF LIABILITY WILL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN BREACH OF ANY ONE OR MORE WARRANTIES, NON-CONFORMITY, IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE.
    - (d) SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS, CERTAIN INTENTIONAL OR NEGLIGENT ACTS, VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH AN EVENT, THE FOREGOING LIMITATION(S) WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
  - 7.2. **Nature of Claims and Failure of Essential Purpose.** The waivers and limitations in this Section 7 (Limitations of Liability) are agreed-upon allocations of risk constituting in part the consideration for Trimble's performance under the Agreement, and will survive and apply even if any limited remedy in the Agreement fails of its essential purpose.
8. **Reserved.**

**Commented [WF2]:** This is stricken through the public entities addendum anyway, we can just mark it reserved.

9. **Confidentiality.**

- 9.1. **Definition.** “**Confidential Information**” means information disclosed to the receiving party under the Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble’s Confidential Information includes, without limitation, the terms and conditions of the Agreement, and any technical or performance information about the Offerings, including the Documentation.
- 9.2. **Obligations.** As a receiving party, each party (a) will protect the confidentiality of the disclosing party’s Confidential Information using the same degree of care it uses for its own information of like importance (but not less than reasonable care), (b) will not share the disclosing party’s Confidential Information with third parties except as permitted in the Agreement or with the disclosing party’s prior written or electronic consent, and (c) will only use Confidential Information to fulfill its obligations and exercise its rights in the Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives (collectively, “**Representatives**”) having a legitimate need to know (including, for Trimble, its subcontractors), provided (i) the Representatives are subject to confidentiality obligations no less protective than those in this Section 9 (Confidentiality), and (ii) the receiving party is responsible for any breach of this Section 9 (Confidentiality) by the acts or omissions of its Representatives.
- 9.3. **Exclusions.** These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party or its Representatives, (b) it rightfully knew or possessed on a non-confidential basis prior to receipt under the Agreement, (c) it rightfully received from a third party without obligation of confidentiality, or (d) it independently developed without using the disclosing party’s Confidential Information. (e) Supplemental Terms may have additional exclusions.
- 9.4. **Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which remedies at law (e.g., monetary damages) alone are an insufficient remedy. In the event of such actual or threatened breach by a party, the other party may seek injunctive relief, in addition to other available rights and remedies, for breach or threatened breach of this Section 9 (Confidentiality), without proof of actual damages or the requirement of posting a bond or other security.
- 9.5. **Required Disclosures.** Nothing in the Agreement prohibits either party from making disclosures if required by Law or government or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort by the other party to obtain confidential treatment.

10. **Intellectual Property Rights.**

- 10.1. **Trimble IP.** As between the parties, except for any limited usage rights set forth in any Supplemental Terms, Trimble and its suppliers have and will retain all Intellectual Property Rights in and to Trimble IP and all copies, modifications, and derivative works thereof. No Intellectual Property Rights are granted by Trimble to Customer except as expressly provided under the Agreement.
- 10.2. **Feedback.** Customer may from time to time provide suggestions, comments, or other feedback (collective, “**Feedback**”) to Trimble with respect to the Offerings. Both parties agree that all Feedback is and will be given entirely voluntarily, and shall not be considered Confidential Information of Customer. Customer shall not provide any Feedback that is subject to license terms that seek to require any of Customer’s products, technology, service, or documentation incorporating or derived from such Feedback, or any of Customer’s intellectual property to be licensed or otherwise shared with any third party. Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicenseable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

11. **Personal Information; Data Protection.**

- 11.1. This Section 11 (Personal Information; Data Protection) applies if Customer is a legal person (i.e., a business or legal entity). All Laws relating to the protection of privacy and data protection are referred to as “**Data Protection Legislation**”. “**Personal Information**” is defined as in the Applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (a) provided by Customer or on its behalf, or (b) automatically collected through the Offering on Customer’s behalf. “**Applicable**”, in this context, means the Data Protection Legislation applicable to Customer at Customer’s principal place of business or to Trimble at Trimble’s principal place of business, and such Laws that the parties mutually agree apply.
- 11.2. Each party will comply with all Applicable requirements of the Data Protection Legislation. This Section 11 (Personal Information; Data Protection) is in addition to, and does not relieve, remove or replace, a party’s obligations or rights under the applicable Data Protection Legislation.
- 11.3. The parties acknowledge that: (a) when performing its obligations under the Agreement, Trimble processes Personal Information on Customer’s behalf, except for user registration and software licensing and usage data, for which Trimble acts as responsible party, and (b) the Personal Information may be transferred or stored, and/or accessed from outside of the country where Customer’s principal place of business is located in order to provide the Software and Trimble’s other obligations under the Agreement.
- 11.4. Customer will ensure that it has all necessary appropriate consents and notices in place to enable (a) lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (b) Trimble to lawfully use, process and transfer the Personal Information in accordance with the Agreement, including on Customer’s behalf.
- 11.5. If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the written request of Customer, the parties will execute an applicable data processing addendum, available at <https://www.trimble.com/privacy/DPA-TI-EuroSubs> (or any successor url). Transfers of Personal Information from Trimble entities located in Europe, acting as data exporter, to Trimble entities in the USA, acting as data importer, are governed, for the benefit of Customer, by the Standard Contractual

Clauses available at the same url or upon written request to Trimble.

- 11.6. If the processing of Personal Information by Trimble is subject to US data protection laws, rules or regulations, then the US Data Processing Addendum for Customer Personal Information (available at [https://dl.trimble.com/www/us\\_dpa\\_customer.pdf](https://dl.trimble.com/www/us_dpa_customer.pdf) or any successor url) is herein incorporated by reference.

12. **Miscellaneous.**

- 12.1. **Assignment.** Trimble may assign the Agreement upon notice to Customer. Customer may not assign or transfer the Agreement (by operation of law or otherwise) without the prior written consent of Trimble. Any non-permitted assignment is void. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns.
- 12.2. **Amendments.** Trimble may amend the Agreement from time to time with written notice to Customer. Such amendments shall take effect upon the next renewal, if any, of the Agreement, unless Trimble indicates an earlier effective date. If Trimble requires amendments with an earlier effective date and Customer objects in writing, then Trimble may permit such amendments to take effect upon the next renewal; provided, however, if Trimble declines to permit such later effective date, Customer's exclusive remedy is to terminate the Agreement with notice to Trimble, in which case Trimble will provide Customer a refund of any applicable pre-paid fees for the terminated portion of the current Term. To exercise this termination right, Customer must notify Trimble of its objections within thirty (30) days after Trimble's notice of the amended Agreement. Once the amended Agreement takes effect, Customer's continued use of the Offerings constitutes its acceptance of the modifications. Notwithstanding the foregoing, Trimble may modify Documentation upon written notice to Customer to reflect new features or changing practices, provided that the modifications will not materially decrease Trimble's overall obligations with respect to such Offering(s).
- 12.3. **Waiver and Severability.** No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the invalidity, illegality, or unenforceability in whole or in part of any provision does not affect the validity of other provisions.
- 12.4. **Force Majeure.** Neither party will be liable for any default, delay, or non-performance of its obligations under the Agreement (except for payment obligations) due to causes beyond its reasonable control, including, without limitation, strikes, blockades, war, terrorism, riot, internet or utility failures, governmental orders or actions, national or regional emergency, pandemics, or natural disasters, provided that such party promptly notifies the other in writing of such occurrence and uses commercially reasonable efforts to resume performance of its affected obligations as soon as feasible. Delays or failures that are excused as provided in this Section 12.4 (Force Majeure) will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure.
- 12.5. **Notices.** Any notice or other communication given by either party to the other regarding the Agreement will be deemed given and served when personally delivered or delivered by reputable international courier requiring signature for receipt addressed to the party at its notice address. Notice will be deemed effective upon delivery or refused delivery attempt. Either party may change its notice address by written notice to the other. Customer's notice address will be the address appearing on the Order or SOW. Trimble's notice address will be the applicable address on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), or if the Trimble entity is not listed there, then on the Order. In addition, any valid notice to Trimble shall include a required copy to: Trimble Inc., Attn: General Counsel - Important Legal Notice, 510 De Guigne Drive, Sunnyvale, CA 94085, USA. Trimble may send operational notices to Customer by email or through the Offering, including, without limitation, modifications of the Agreement or Documentation, suspension, collection, and termination notices related to overdue fees.
- 12.6. **Export Control.** Customer acknowledges that the Offerings are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Offerings or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, Laws of any United States or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Offerings are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section 12.6 (Export Control) will survive the termination of the Agreement for any reason whatsoever.
- 12.7. **Anti-Corruption Compliance.** Each party, and any third party acting on its behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti-Corruption Laws**"). Each party, and any third party acting on its behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for either party. Each party, and any third party acting on its behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any acts of a party or any third

- party acting on its behalf.
- 12.8. **GSA.** Offerings purchased or licensed under Trimble's United States General Services Administration ("GSA") Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.
- 12.9. **Governing Law and Venue.** The sole and exclusive governing Law, jurisdiction, and venue for the Agreement and all Disputes shall be: (1) as set forth in the Order, if any, or (2) otherwise, as set forth on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), in each case to the exclusion of all others; provided that Trimble may elect to bring action in courts with jurisdiction for Customer's location. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of laws provisions giving rise to a different result do not apply. No Dispute may be brought by either party more than one (1) Year after such Dispute accrued, except that an action for nonpayment may be brought within two (2) Years after the due date. Each party hereby waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non conveniens*, to the bringing of any such proceeding in such jurisdiction.
- 12.10. **WAIVER OF JURY TRIAL – UNITED STATES CLAIMS.** UNLESS PROHIBITED UNDER APPLICABLE LAW, FOR ANY CLAIM BROUGHT IN A STATE, FEDERAL, OR OTHER COURT IN ANY JURISDICTION WITHIN THE UNITED STATES, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; *PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT BE ENFORCED OR ENFORCEABLE TO THE EXTENT A WAIVER OF THE RIGHT TO A TRIAL BY JURY IS PROHIBITED BY, OR CONTRARY TO, THE PUBLIC POLICY OF THE STATE IN WHICH SUCH LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM IS FILED.*
- 12.11. **Region-Specific Terms.** Additional terms and conditions for specified regions are as set forth in Exhibit B (Region-Specific Terms).
- 12.12. **Publicity.** Customer agrees that (a) Trimble may issue a press release in the form approved by the parties regarding the parties' entry into the Agreement, and (b) Trimble may identify Customer (including through use of its name and logo) as Trimble's customer, including on Trimble's website, and may include Customer in its customer list and marketing materials, but will cease this use upon Customer's written request.
- 12.13. **Headings; Language.** The headings in the Agreement have been inserted for convenience only and shall have no substantive effect. The language of all parts of the Agreement shall in all cases be considered as a whole, according to its fair meaning, and not strictly for or against any of the parties. The parties hereby acknowledge and agree that the language of the Agreement shall be considered jointly drafted.
- 12.14. **Subcontractors.** Trimble may use subcontractors in the performance of its obligations under the Agreement, and will be responsible for the acts and omissions of its subcontractors in their performance of Trimble's obligations in the Agreement.
- 12.15. **No Third-Party Beneficiaries.** Except as may be expressly stated in any Supplemental Terms, there are no third-party beneficiaries under the Agreement.
- 12.16. **Independent Contractors.** Each party is an independent contractor of, and is not an employee, agent, fiduciary, or authorized representative of, the other party.
- 12.17. **Entire Agreement.** The Agreement sets forth the entire understanding between the parties in connection with its subject matter, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. Any additional, contrary, and/or pre-printed terms or conditions appearing on Customer's acceptance, orders, or associated purchase documentation are hereby rejected and will be of no effect.
- 12.18. **Counterparts.** The Agreement, or portions thereof, may be executed in several counterparts and, if applicable, by each party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.

**Commented [WF3]:** This section is required unless prohibited by applicable law. See the addition, if the City is barred from waiving jury trials, this will not be applicable.



**Exhibit A**

**Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction**

Customer Location*	Trimble Entity and Notice Address**	Governing Law	Exclusive Venue/Jurisdiction
United States	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 USA	State of TEXAS	State and Federal Courts located in Comal, Travis, or Bexar Counties, TEXAS, USA
Australia	Trimble Australia Pty. Ltd. Deutsche Bank Place Level 5 126-130 Philip St. Sydney, NSW 2000, Australia	New South Wales	Courts in Sydney, NSW, Australia
Belgium	Trimble Belgium BV, Geldenaaksebaan 329 3001 Leuven, Belgium	Belgium	Courts in Brussels, Belgium
Canada	Trimble Canada Corporation 600-1741 Lower Water Street Halifax, Nova Scotia B3J 0J2, Canada	Province of Ontario, and the federal laws of Canada applicable therein	Provincial and federal courts located in Toronto, Ontario
Finland	Trimble Finland Oy, Hatsinanpuisto 8, 02600 Espoo, Finland	Finland	Courts in Helsinki, Finland
France	Trimble France S.A.S. 1 quai Gabriel Péri 94340 Joinville-le-Pont, France	France	Courts in Paris, France
Germany	Trimble Germany GmbH, Am Prime Parc 11, 65479 Raunheim Germany	Germany	Courts in Frankfurt/Main, Germany
United Kingdom	Trimble UK Limited 1 Bath Street, Ipswich, Suffolk IP2 8SD	England and Wales	Courts of England and Wales
Any other country or geography not specified above	Trimble Europe B.V. Industrieweg 187a, 5683 CC Best, The Netherlands	The Netherlands	Courts of Amsterdam, the Netherlands

\* Customer location is Customer's billing address specified on the Order, or if none, then the address provided by Customer to Trimble when registering its online account.

\*\* Addresses for Trimble entities not listed shall be as set forth on the Order or SOW. See additional required notice address for Trimble in Section 12.5 (Notices).

**Exhibit B Region-  
Specific Terms**

**Table of Contents**

- Australia
- France
- The Netherlands
- Germany

**Australia**

For Customer who purchase Offerings in Australia, the following provisions apply:

- (a) For the purposes of this section, “**Australian Consumer Law**” means the Australian Consumer Law set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time, and “**Non-excludable Condition**” means the consumer guarantees, warranties, rights, or remedies under the Australian Consumer Law that cannot be limited, excluded, restricted, or modified, and to which Customer may be entitled.
- (b) To the extent permitted by Law, Trimble’s liability in relation to breach of any such Non-excludable Condition shall be limited, at its option, as follows: (i) in the case of the goods, to repairing or replacing the goods, supplying equivalent goods, or paying the costs of repairing or replacing the goods or acquiring equivalent goods; and (ii) in the case of the services, to re-supplying the services or paying the cost of re-supplying the services.
- (c) Nothing in the Agreement excludes, restricts or modifies any Non-excludable Condition.
- (d) Nothing in the Agreement is intended to derogate from Trimble’s obligations under the *Privacy Act 1988* (Cth) as amended from time to time.
- (e) Where Order(s) are a “Small Business Contract” within the meaning of the Australian Consumer Law:
  - Trimble shall not accelerate Customer’s unbilled future fees under any Order(s);
  - Customer’s indemnification obligations under the Agreement are reduced to the extent Trimble’s acts or omissions contributed to or caused the claims, costs, damages, losses, liabilities, and expenses suffered by Customer;
  - Trimble’s liability in relation to breach of any Non-excludable Condition will be an Excluded Claim; and
  - No dispute or legal action arising under the Agreement may be brought by either party more than three years after such cause of action accrued.

**France**

Section 3.4 is hereby amended and restated to read as follows:

Section 3.4 Late payments will bear interest at the rate of 1.5% per month or the minimum rate allowed by Law (currently three (3) times the legal interest rate), whichever is higher, measured from the date on which the sums concerned became due until the date on which full payment is received. Collection fees of a minimum amount of 40 € will be added in accordance with Article L. 441-10.II of the Commercial Code. Customer will be liable for all other costs of collection of past due amounts (including court costs and attorney’s fees incurred by Trimble). If the Customer does not dispute an invoice amount in writing by the due date of the invoice, the Customer shall be deemed to have acknowledged the accuracy of such invoice and waived its right to dispute it. A dispute over part of an invoice or amount due shall entitle the Customer to withhold or delay payment of the disputed part only.

The following is hereby added as Section 7.1 (e) :

(e) EACH PARTY HEREBY HAS AN OBLIGATION TO LIMIT THE DAMAGES IT MAY SUFFER IN THE EVENT OF A BREACH OF ITS OBLIGATIONS BY THE OTHER PARTY.

**The Netherlands**

The provisions of Section 4.2 (Termination) are the sole grounds for the termination of the Agreement, and to the extent permitted by Law, the right of Customer to rescind the Agreement and claim damages on the basis of statutory Law (including but not limited to sec. 6:265 Dutch Civil Code) is excluded.

**THE LIMITATION OF LIABILITY IN SECTION 7 FOR A PERIOD OF 12 MONTHS EXPRESSLY INCLUDES ANY OBLIGATION TO PAY COMPENSATION UNDER A WARRANTY MENTIONED IN THESE TERMS OR RELATED CONTRACTS OR DOCUMENTS AND THE**

**RESTITUTION OBLIGATIONS (ONDEDAANMAKINGSVERPLICHTINGEN) AND INDEMNIFY FOR DAMAGES. LIABILITY FOR DEATH OR PERSONAL INJURY SHALL NOT EXCEED EUR 1.250.000.**

The applicability of section 6:227b subsection 1 and section 6:227c subsection 1 of the Dutch Civil Code are excluded in any Agreement between Trimble and any person who is not a consumer.

**Germany**

If German law applies to this Agreement, the following terms are incorporated into the General Terms:

1. **With regards to section 3.4**, it is recorded that, according to applicable law and provided that no consumer is the counterparty of the Agreement, the enforceable maximum interest rate is nine (9) percent above the base interest rate. The maximum interest rate applies if the statutory requirements for default (*Verzug*) are fulfilled.
2. **With regards to section Ziffer 4.2** it is clarified that the statutorily available rights to terminate extraordinarily or without notice period remain unaffected.
3. **The following applies regarding section 6:** Section 6 will not apply. With regards to warranty (*Gewährleistung*) the relevant provisions of Trimble's Supplemental Terms apply. In addition, unless this is explicitly agreed in writing, it is not intended that Trimble provides a guarantee that exceeds complements the statutory provisions (*gesetzliche Gewährleistung*).
4. **With regard to paragraph 7** :instead of Section 7 (limitation of liability) only the following provisions apply:
  - Trimble is liable for damages of the Customer that were caused intentionally or through gross negligence, that is the result of failure to deliver on an explicit, written guarantee, that is based on a culpable breach of essential contractual obligations (so-called cardinal obligations), that is the result of a culpable injury to health, body or life or for which liability is provided for under the Product Liability Act or another mandatory legal regulation, in accordance with the statutory provisions.
  - Cardinal obligations are those contractual obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer can regularly rely, and whose violation, on the other hand, endangers the achievement of the purpose of the contract.
  - In the event of a breach of a cardinal obligation, liability - to the extent that the damage is based solely on slight or normal negligence and does not affect life, limb or health - is limited to damage that typically arises in the context of the delivery of such software as purchased by the customer and must be expected foreseeably.
  - Any further liability – regardless of the legal basis – of both Trimble and Trimble's vicarious agents and vicarious agents is excluded.
  - If damage to the customer results from the loss of data, Trimble is only liable if the damage could not have been avoided if the customer had normally backed up the data in question.
5. **Regarding Section 11** Deviating from Section 11.4, it is agreed that the parties also conclude the DPA linked under <https://www.trimble.com/privacy> or a successor URL when concluding this Agreement. Upon request, the Customer can request that a signed copy be sent. The transfer of personal data from Trimble facilities in Europe, acting as data exporter, to Trimble facilities in the United States, acting as data importer, is governed by Standard Contractual Clauses, which are available at the same URL or upon written request to Trimble.
6. **With regard to clause 12.1** In addition to Section 12. 1, it is stipulated that in the event of a change, the customer is granted an immediate and unconditional right of termination.
7. **With regard to clause 12.9.**
  - The following section applies instead of section 12.9.
    - Governing Law and Venue; Waiver of Jury Trial. The Agreement and any dispute, claim or controversy arising therefrom shall be governed exclusively by the laws of the jurisdiction applicable to Customer's location as set forth in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Governing Law", without Consideration or application of conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All claims, matters and disputes arising from the agreement are subject to the customer if the customer is a merchant, a legal entity under public law or a special fund under public law or he does not have a general place of jurisdiction in the Federal Republic of Germany the sole and exclusive jurisdiction and venue set out in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Exclusive Jurisdiction/Venue".
    - **Regarding paragraph 12.15.** Clause 12.15 does not apply.

## **Addendum #2**

### **Supplemental Terms for Software and Subscriptions**

*Version 1.2 (Last Updated: May 1, 2024)*

**1. Definitions.** Capitalized terms not defined herein have the meanings given in the General Terms.

- 1.1. **"Active Project"** means any Project on which the Software may be used by Customer during any Annual Subscription Term.
- 1.2. **"Annual Subscription Term"** means each 12-month period of a Subscription Term.
- 1.3. **"Anonymized Data"** means any data collected in connection with the Offerings (including Customer Data) that has been aggregated and/or de-identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.
- 1.4. **"Authorized User"** means any employee of Customer and, unless prohibited by Trimble in the Order, Documentation, or any Supplemental Terms, individuals who are contractors or consultants of Customer or employees, contractors, or consultants of Customer's Affiliates authorized by Customer to access and use the Offerings on Customer's behalf in accordance with the Agreement, including, without limitation, Section 6.6 (Third-Party Access) and Section 9 (Confidentiality).
- 1.5. **"Correction Services"** means subscription-based services that provide GNSS position correction data.
- 1.6. **"Concurrent User"** means any type of User authorized by Customer to access and use the Offerings on Customer's behalf simultaneously at a given point in time.
- 1.7. **"Customer Data"** means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Offerings or that is created or generated by Customer through Customer's use of the Offerings, including without limitation information or data that is submitted manually by Authorized Users or through a Third-Party Platform. For clarity, Customer Data expressly excludes Usage Data.
- 1.8. **"Customer Group"** means Customer's business units, Affiliates, or Joint Ventures, if any, listed in the Order that may authorize Authorized Users to use the Offerings on behalf of those business units, Affiliates, or Joint Ventures.
- 1.9. **"Gross Annual Revenue"** or **"GAR"** means Customer's (and Customer Group's, if applicable) income and revenue from all sources, before expenses or taxes, calculated on an annual basis according to generally accepted accounting principles and as reported in company financial statements. The various equivalent definitions may be used interchangeably.
- 1.10. **"Joint Venture"** means a business arrangement in which Customer and one or more other third parties agree to pool their resources to accomplish a Project or other commercial enterprise.
- 1.11. **"License Keys"** means electronic passwords, authorization codes, or other enabling mechanisms provided for use with the Offerings.
- 1.12. **"Named User"** means any type of Authorized User designated by Customer by name or other identifier to access and use the Offerings on Customer's behalf.
- 1.13. **"Prohibited Data"** means any (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); (b) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); (c) information subject to regulation or protection under the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act, or (d) any other information which is regulated under Laws and is not required for use of the Software for its intended purpose.
- 1.14. **"Project"** means the initiation, delivery, operations, and maintenance of a construction project.
- 1.15. **"Provision Date"** means the date on which Trimble first provides access to the Offerings. For an Offering bundle comprised of multiple Software, the Provision Date will be the date on which the entire Offering bundle becomes fully provisioned.
- 1.16. **"Subscription"** means access to any Software, Support, Correction Services, content, data, or other information, in each case made available for the applicable Subscription Term(s).
- 1.17. **"Support Terms"** means the then-current Supplemental Terms for Support and Maintenance available at <https://www.trimble.com/en/legal/customer-terms> or any successor url.
- 1.18. **"Third-Party Materials"** means any third-party data, content, or proprietary software. Third-Party Materials is not part of Software.
- 1.19. **"Project Budget"** means the total projected cost allocated to carry out, manage, and complete one or more Active Project(s) over the entire Subscription Term. The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
- 1.20. **"Total Project Value"** or **"Project Value"** means Project Budget divided by the number of Annual Subscription Terms in the Subscription Term (and not any renewal). The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
- 1.21. **"Usage Limitations"** means Customer's authorized scope of use for the Offerings as specified in the applicable Order, Supplemental Terms, or Documentation, which may include any user (e.g., Named User, Concurrent User, etc.), seat, copy, instance, data storage, CPU, computer, field of use, location, project, or other restrictions.
- 1.22. **"Usage Data"** means Trimble's technical logs, data, and learnings about Customer's use of the Offerings, excluding Customer Data.

## **2. Generally**

### **2.1 Offerings.**

- (a) **Subscriptions (other than Licensed Software).** Customer may access and use the Subscriptions during the Subscription Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Unless

otherwise specified by Trimble, any Licensed Software provided with a Subscription is subject to the terms applicable to Licensed Software under the Agreement.

(b) **Licensed Software.** Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during Term, to install, copy, and use the Licensed Software on systems or devices under Customer's control only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Licensed Software is licensed, not sold. Any Licensed Software deployed through hosting services delivered by Trimble are subject to the terms and conditions applicable to Licensed Software.

2.2 **Authorized Users.** Only Authorized Users may access or use the Offerings. User IDs are granted to individual, named persons, and each Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users' compliance with the Agreement and actions taken through their accounts. In the event an Authorized User is no longer authorized to use an Offering on Customer's behalf, Customer will promptly de-activate such Authorized User's access. Unless expressly permitted in the Order, Supplemental Terms, or Documentation, Customer may not transfer Authorized User status from one individual to another. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.

2.3 **Restrictions.** Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Offerings to a third party; (b) use the Offerings on behalf of, or to provide any product or service outside of Customer's regular course of business, to, third parties; (c) use the Offerings to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any element of the Offerings, except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble); (e) modify or create derivative works of the Offerings or copy any element of the Offerings (other than in connection with making copies of Licensed Software authorized under the Agreement); (f) remove or obscure any proprietary notices in the Offerings; (g) publish benchmarks or performance information about the Offerings, except to the extent expressly permitted by Law;

(h) interfere with the Offerings' operation or its use by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Offerings; (i) transmit any viruses or other harmful materials to the Offerings; (j) submit to the Offerings any information that is inappropriate, defamatory, obscene, salacious, or unlawful, or use the Offerings to defame, harass, stalk, threaten, or otherwise violate the rights of others; (k) use the Offerings to advertise, offer to sell or buy goods, or otherwise for business promotional purposes;

(l) for Licensed Software, unless expressly permitted in the Order, Supplemental Terms, or the Documentation, use or host any Licensed Software in a virtual server environment, or (m) for Corrections Services, re-broadcast the Corrections Services without the prior written consent of Trimble.

2.4 **Free Versions; Trials and Betas.** "Free Versions" means any Offerings made available to Customer for use without a fee. "Trials and Betas" means any Offerings or any features thereof made available on an evaluation or trial basis or as an alpha, beta, Labs or other early access offering, in any case free or otherwise. Unless otherwise set forth in the Documentation or the Agreement, Customer may only use Free Versions in a non-production environment and for non-commercial purposes, and Trials and Betas may only be used solely for Customer's internal evaluation to determine whether to purchase a license or subscription to the Offerings. The evaluation term for Trials and Betas shall be 30 days unless otherwise designated by Trimble in writing. Free Versions and Trials and Betas are optional, and Trimble may cease making available such Offerings at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Trimble may never release, and their features and performance information are Trimble's Confidential Information. In the event Customer has purchased Services related to any Free Version or Trial and Beta, any unused Services upon any termination or expiration of the applicable term for the Free Version or Trial and Beta shall be forfeit. **Notwithstanding anything else in the Agreement: (a) Trimble has no obligation to retain Customer Data used with Free Versions and Trials and Betas; (b) Trimble provides the Free Versions and Trial and Betas "AS-IS" with no warranty, indemnity, service levels, or support; (c) Trimble's liability for Free Versions and Trials and Betas will not exceed US\$50, and (d) either party may terminate access to a Free Version or Trial and Beta, for any reason or no reason, immediately upon written notice to the other party.**

2.5 **Educational Versions.** For any version of the Offerings designated as "educational," or a similar term, Customer may use the Offerings solely for educational purposes - e.g., by an instructor or a student at an educational institution and while engaged in educational work. Such educational versions may not be used (a) by any other person; (b) by any educational institution for any non-educational purposes; or (c) for any for-profit purpose, including professional work or training offered for a fee, or by commercial entities.

2.6 **Delivery.** Offerings and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which the Offering and License Key, if any, are first made available to Customer.

2.7 **Software Activation and Metering; Audits.**

(a) Offerings may gather and transmit to Trimble license usage, compliance, and activation data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Offerings. Trimble may use the foregoing information to validate the authenticity of Authorized Users, to confirm Customer's compliance with the Agreement, to register the Offerings, to monitor and validate compliance with Usage Limitations, for license metering, and to protect Trimble against unlicensed or illegal use of the Offerings.

(b) Upon Trimble's written request, Customer shall certify in writing that its use of the Offerings is in full compliance with the Agreement (including any Usage Limitations). In addition to the other license compliance monitoring rights in the Agreement, Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Customer's records and use of the Offerings to confirm Customer's compliance with the Agreement.

All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with Customer's business activities. Customer is responsible for such audit costs only in the event the audit reveals that the use is not in accordance with the Usage Limitations or other licensed scope of use and for unpaid fees. Customer shall promptly pay all unpaid fees.

### **3. Data Usage and Ownership.**

**3.1 Ownership.** Except for Trimble's limited rights set forth in the Agreement, as between the parties, Customer retains all Intellectual Property Rights in Customer Data. Trimble owns all Intellectual Property Rights in Anonymized Data and Usage Data.

**3.2. Limited Usage Rights.** Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Offerings, Support, and Services to Customer; (ii) to create Anonymized Data; (iii) to use and disclose Customer Data as otherwise permitted pursuant to the Agreement or any written consent or instructions of Customer; and, (iv) subject to Trimble's confidentiality obligations in Section 9 (Confidentiality) of the General Terms and all applicable Data Protection Legislation, to use Customer Data in perpetuity to develop, maintain, and improve the products, software, and services of Trimble or its Affiliates, including, without limitation, analytics, model training, and machine learning.

**3.3 Access.** Customer will not have access to Customer Data after termination or expiration of the Term, unless otherwise indicated in the Order, Supplemental Terms, or the Documentation, or the parties agree otherwise in writing.

**3.4 Confidentiality.** In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 3 (Data Usage and Ownership), the terms of this Section 3 (Data Usage and Ownership) will control.

### **4. Customer Obligations.**

**4.1 Dependencies and Compatibilities.** If Customer enables Dependencies or Compatibilities with an Offering, Trimble may access and exchange Customer Data with the Dependencies or Compatibilities on Customer's behalf. Trimble will have no liability or obligations under the Agreement with respect to how any Dependencies or Compatibilities uses or processes Customer Data. If Trimble hosts any Dependency or Compatibilities at Customer's request, Customer represents and warrants to Trimble that Customer has all rights necessary. Trimble may charge additional fees for such hosting services.

**4.2 No Prohibited Data.** Customer will not use the Offerings with Prohibited Data. Customer acknowledges that the Offerings are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA.

**4.3 Customer Data.** Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Offerings and grant Trimble the rights in Section 3 (Data Use and Ownership), all without violating or infringing Laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to its Customer Data. If Customer utilizes data fields available in the Offerings to store data not required for the normal use and operation of the Offerings for their intended purpose, Customer agrees that Trimble is not responsible for, and will not be liable in any manner for such data, and Customer assumes all risks associated with, and agrees to hold Trimble harmless from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) related to or arising from, Customer's use of data fields to store such data.

**4.4 Excluded Claims.** In addition to the Excluded Claims stated Section 7 (Limitation of Liability) in the General Terms, the following shall also be Excluded Claims for purposes of the Agreement: Section 10 (Indemnification) of these Software Terms and any breaches of Sections 2.3 (Restrictions) or Section 4 (Customer Obligations) of these Software Terms.

**4.5 License Compliance.** Customer shall promptly notify Trimble if Customer become aware of (i) any breach of confidentiality obligations regarding the Offerings, or (ii) any infringement (whether actual or alleged) of Trimble's intellectual property rights in the Offerings, or (iii) any unauthorized use of the Offerings by any person, and provide reasonable assistance to Trimble in connection with any suit or proceeding relating to such events.

**4.6 Usage Limitations.** Customer will comply with all Usage Limitations. If Customer exceeds the Usage Limitations during the Term, Trimble may invoice Customer for the use that exceeded the applicable Usage Limitations at Trimble's then-current list price, and Customer shall pay in accordance with the Agreement. The parties may also agree on a Usage Limitation adjustment, in which case Customer must sign a new Order and pay the applicable fees.

**4.7 Fee Criteria.** If the Order states Software is made available based on GAR, Project Budget, Total Project Value, population, specific-department usage, Affiliate-limitations, or similar criteria (any such criteria, the "**Fee Criteria**"), the fees for that Software are calculated based on that Fee Criteria as of the date of Order issuance by Trimble. Unless otherwise provided the Order, if the Fee Criteria increases by more than 10% during the Subscription Term, (i) Customer shall promptly notify Trimble in writing, (ii) Trimble has the right to adjust such fees based on changes in the Fee Criteria and its then-current list price for that Software (including on a prorated basis for the current term), and (iii) Customer shall pay any applicable additional fees upon receipt of the invoice in accordance with the Agreement. At the request of Trimble, Customer will promptly provide documentation satisfactory to Trimble evidencing Customer's then-applicable Fee Criteria.

**5. Suspension of Access.** Trimble may suspend Customer's access to an Offering, without liability, and in whole or in part, if (a) Customer breaches any Usage Limitations, Sections 2.2 (Authorized Users), 2.3 (Restrictions), 4 (Customer Obligations) or 6.2 (Offering Content); (b) Customer's account is five (5) business days or more overdue; or (c) immediately if Customer or any of its Authorized Users' acts or omissions threaten the integrity, availability, or security of the Offerings or Trimble's systems, products, or infrastructure (provided Trimble will use commercially reasonable efforts to provide Customer with advance notice of such suspension where Trimble determines exigent circumstances do not exist). Trimble will lift such suspension once the

related issue or failure is cured to Trimble's reasonable satisfaction. Fees will continue to apply during the suspension period. Customer may be prohibited from entering new Customer Data or processing or accessing existing Customer Data and data reports during the suspension period. If Customer attempts to access or manipulate Customer Data utilizing third-party software during suspension, Trimble disclaims and Customer holds Trimble harmless from any responsibility or liability relating to lost or altered Customer Data or related damages.

**6. Certain Features.** The following provisions apply to the extent applicable to the Offerings.

**6.1 Third-Party Materials.** The Offerings may provide Customer with access to Third-Party Materials. Third-Party Materials are not part of the Offerings. To the extent specified by Trimble (including in any Supplemental Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions ("**Third-Party Terms**"). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer's right to access any features of the Offerings that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer's authorized use of the Offerings in accordance with the Agreement.

**6.2 Offering Content.** "**Offering Content**" shall be any Trimble IP or Third-Party Materials made available as data or information through the Offering, whether included as part of the Offering or as a separate subscription. Any Offering Content that is Trimble IP will be deemed part of the Offering. Any Offering Content that is Third-Party Materials shall be subject to any applicable Third-Party Terms. If no Third-Party Terms apply, then unless otherwise authorized by Trimble in writing or the applicable Documentation, such Third-Party Materials, and any derivative thereof, may only be used or accessed by an Authorized User. Third-Party Materials will be used solely for Customer's internal purposes during the Term and must be accessed pursuant to a manual Authorized User request. Customer will not: (i) access, extract, or download any Third-Party Materials, or portions thereof, in batch or en masse by any means; (ii) use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information; (iii) sell, offer to sell, rent, sublicense, or transfer any copies of the Third-Party Materials, or portions thereof, to a third party or allow a third party to use the Third-Party Materials; (iv) use the Third-Party Materials to develop services or products for sale or include any portion of the Third-Party Materials in any product or service; (v) use any portion of the Third-Party Materials to create a competitive service, product, or technology; (vi) recreate the Third-Party Materials or create otherwise a separate database or other repository of Third-Party Materials; (vii) use Third-Party Materials to train, augment, or correct another database or information repository; (viii) unless otherwise specified in the Documentation, permit any individual other than an Authorized User to access or use the Offering Content and any derivative thereof, or (ix) make any portion of the Third-Party Materials available to the public in any manner. Upon notice from Trimble and/or any termination or expiration of the Term, Customer will immediately cease using and delete/destroy all electronic and physical copies of Third-Party Materials.

**6.3 Open Source.** The Offerings may incorporate third-party open source software ("**Open Source**"), as listed in the Documentation or otherwise made available by Trimble. To the extent the terms of the Open Source license prohibit the terms of the Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of the Agreement.

**6.4 Third-Party Application Stores.**

(a) **Purchase from Application Store.** If Customer obtains the Offering (or portions thereof) through a third-party application store, marketplace, or other site or service (each, an "**Application Store**"), such Application Store is considered a reseller. All fees are non-refundable once paid. Customer's download of the Offering may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Offering.

(b) **Apple-Specific Terms.** If Customer downloaded the Offering from Apple Inc.'s ("**Apple**") Application Store, the following terms are part of the Agreement. The Agreement is between Customer and Trimble, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third-party beneficiaries of the Agreement and will have the right (and will be deemed to have accepted the right) to enforce the Agreement against Customer as a third-party beneficiary. To the maximum extent permitted by Law, Apple will have no warranty obligation with respect to the Offering, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty will be Trimble's responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Offering. As between Trimble and Apple, Trimble is solely responsible for the Offering and for addressing any claims Customer or any third parties have about the Offering or Customer's possession or use of the Offering, including without limitation (i) product liability claims; (ii) any claim that the Offering fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Offering or Customer's possession or use of the Offering infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, or discharge of such claim.

**6.5 Security for SaaS or Hosting Services for Licensed Software.** This Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) applies to Offerings that are SaaS or hosting services for Licensed Software. During the Term, Trimble or its third party hosting provider(s) will use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to protect (a) the security, confidentiality, and integrity of Customer Data; (b) against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) against unauthorized access to or use of Customer Data; and (d) against unlawful processing, accidental destruction, or loss of Customer Data. In the event Trimble is not in breach of the foregoing obligations and an unauthorized third party nonetheless gains access to the Customer Data, such disclosure of Customer Data in such circumstances shall not be a breach of Section 9 (Confidentiality) of the General Terms. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software), the terms of this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) will control.

#### 6.6 Third-Party Access.

(a) **Generally.** Customer authorizes Trimble to grant access to its instances of the Offerings and share Customer Data with any third-party Authorized Users or as otherwise instructed by Customer. Customer is solely responsible for such third-parties' compliance with the Agreement and for any and all acts or omissions of any such third parties. Such third parties are considered Representatives, as that term is defined and used in Section 9 (Confidentiality) of the General Transaction Terms. Such third parties are not intended third-party beneficiaries under the Agreement. Trimble shall have no liability for any act or omission of any such third party, including by way of access or use of the Offerings or Customer Data. Such third-party access or use of the Offerings must be solely and exclusively for the benefit of Customer (or its Affiliates, if applicable), and any other purpose is prohibited. For clarity, as between Customer and any such third parties, any data or other information uploaded by such third party to the Offerings on Customer's behalf will be deemed Customer Data of Customer.

(b) **Customer as a Third-Party.** In the event that Customer is invited to access an Offering as a third party, any data or other information uploaded by Customer on behalf of such third party shall be deemed "Customer Data" of such third party.

**7. Support.** If Customer is eligible for Support and pays any applicable fees, Trimble will make such Support available in accordance with the Support Terms or as Trimble may otherwise expressly provide in writing. Unless otherwise set forth in writing by Trimble, Support is not available for Free Versions or Trials and Betas.

#### 8. Term and Termination.

**8.1 Perpetual License.** If Customer purchases a perpetual license to Licensed Software, Customer's license to the Licensed Software will continue in perpetuity subject to the terms and conditions of the Agreement. Support for Licensed Software is purchased separately unless otherwise indicated by Trimble in writing or on an Order.

#### 8.2 Subscriptions.

(a) **Subscription Term.** If Customer purchases access to a SaaS or a license to Licensed Software for a limited period of time, the duration of the initial term and any renewals are as set forth in the Order (collectively, the "**Subscription Term(s)**"). Notwithstanding anything to the contrary in the Order, the start date for each Subscription Term for each Offering will begin on the Provision Date for that Offering. For clarity, each Offering may have a different Provision Date.

(b) **Additional Subscriptions.** If Customer previously purchased one or more Subscriptions for a particular Offering ("**Existing Subscription(s)**") and subsequently purchases one or more additional Subscriptions (for any Offering) while the Existing Subscription(s) is in effect (the "**Additional Subscription(s)**"), the duration of the Subscription Term for the Additional Subscription will be as set forth in the Order. Unless otherwise set forth by Trimble in writing, all Customer's Subscriptions shall have the same end date and Trimble may invoice all fees for all such Subscriptions on a single invoice.

**8.3 Effect of Termination.** Upon expiration or termination of the Agreement or the Order, Customer's right to use the Offerings will cease and Customer will immediately cease any and all use of and access to the Offerings and will delete (or, upon request, return) all copies of any Offerings. At the disclosing party's request upon expiration or termination of the Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 3 (Data Usage and Ownership)). Customer Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to the Agreement's confidentiality restrictions.

**8.4 Survival.** In reference to Section 4.3 of the General Terms (Survival), the following Sections of these Software Terms survive any expiration or termination of the Agreement: 1 (Definitions), 2.3 (Restrictions), 3.1 (Data Usage and Ownership), 4 (Customer Obligations), 8.3 (Effect of Termination), 8.4 (Survival), 9.3 (Additional Disclaimers), and 10 (Indemnification). Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

#### 9. Warranties and Additional Disclaimers.

**9.1 Limited Warranty.** Subject to the Agreement and any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period, the Offerings will perform materially as described in the Documentation. The "**Warranty Period**" is (a) 90 days for Licensed Software licensed on a perpetual basis, and (b) for the duration of the applicable Subscription Term, for any Subscriptions. Notwithstanding the foregoing, Trimble makes no warranties with respect to Correction Services, which are provided as-is and as-available.

#### 9.2 Warranty Remedy.

(a) If the Offering fails to conform to Section 9.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. For any such claims reported by Customer within such period that Trimble determines are valid, Trimble will correct such non-conformity by issuing corrected instructions, a restriction, or a bypass, or by replacing the Offerings, at Trimble's option. Subject to any mandatory Laws to the contrary, these procedures are Customer's exclusive remedy, and Trimble's entire liability, for the failure of the Offerings to conform to the warranty in Section 9.1 (Limited Warranty).

(b) The foregoing limited warranty only applies if and to the extent that (i) any Offering associated with the warranty is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (ii) any Offerings associated with the warranty is not modified or misused. The foregoing limited warranty does not apply to (1) issues caused by unauthorized use or modifications; (2) unsupported or unauthorized versions of any Offerings; (3) operating the Offerings under any specification other than, or in addition to, the Documentation; (4) issues in or resulting from Dependencies, Compatibilities, or third-party systems, products, or services; or (5) Free Versions, Trials and Betas or other similar versions.

**9.3 Additional Disclaimers.** Trimble makes the following disclaimers in addition to Section 6 (Warranty Disclaimer) in the General



Terms.

(a) **General.** TRIMBLE MAKES NO EXPRESS WARRANTY THAT CUSTOMER'S USE OF THE OFFERINGS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER MALWARE OR PROGRAM LIMITATIONS; THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY; OR THAT TRIMBLE WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET, SATELLITES, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE TRIMBLE'S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE OFFERINGS OR CUSTOMER'S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER'S USE OF THE OFFERINGS. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE OFFERINGS AND THE SELECTION OF THE OFFERINGS TO ACHIEVE INTENDED RESULTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY TRIMBLE THROUGH THE OFFERINGS OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE OFFERINGS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

(b) **Correction Services Disclaimers.** Customer acknowledges that the Correction Services and related network access are subject to transmission limitations caused by a variety of factors such as atmospheric conditions, topographical obstructions, limitations or lack of coverage of the underlying carrier service and other natural or manmade conditions. Additionally, motor and ignition noise, metal shielding, and interference by users of the same or adjacent radio channels may limit or interfere with Correction Services. Trimble is not responsible for the operation or failure of operation of GNSS satellites or the availability of GNSS satellite signals.

(c) **Third-Party Materials.** Third-Party Materials are provided "AS IS" and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials. Trimble and its suppliers make no warranty or guarantee with respect to any Third-Party Materials, including regarding their accuracy or continued availability or compatibility.

(d) **Dependencies and Compatibilities.** Trimble makes no warranty or guarantee with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control, including their continued availability or compatibility.

(e) **Prohibited Data.** Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with Prohibited Data.

**10. Reserved.**

**11. Government End-Users.** Elements of the Offerings are commercial computer software. If the user or licensee of the Offerings is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Offerings or any related documentation of any kind, including technical data and manuals, is restricted by the terms of the Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Offerings were developed fully at private expense. All other use is prohibited.

**12. Region-Specific Terms - France.** Solely for purposes of Customers who's billing address is in France, the following shall apply: Prohibited Data included any patient, medical or other protected health information regulated by the French Public Health Code and the GDPR; and Customer's grant of rights in Section 3.1 (Generally) shall be for so long as the Customer Data is protected by intellectual property law.

### **Addendum #3**

#### **Supplemental Terms for Support and Maintenance**

*Version 1.0 (Last Updated: April 3, 2023)*

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

**1. Scope.** Provided that Customer has paid the applicable fees, Trimble shall provide the Support described in these Support Terms during the Maintenance Term (as defined below). The “**Maintenance Term**” shall be: (a) for Support for SaaS or Licensed Software licensed for a limited term, the applicable Subscription Term, and (b) for Support for Licensed Software licensed on a perpetual basis, the term specified in the Order, or if not specified, for a period of one (1) year.

**2. Support.**

2.1 During the applicable Maintenance Term, Trimble shall use reasonable efforts to correct or provide a workaround for any reproducible programming error in the Software attributable to Trimble with a level of effort commensurate with the severity of the error, as reasonably determined by Trimble. Upon identification of any programming error, Customer shall promptly notify Trimble of such error and shall provide Trimble with enough information to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2.2 For certain Software, Trimble may provide additional or different support services or procedures as set forth in the applicable Documentation, support handbook, or other written documentation provided by Trimble, if any (collectively, the “**Additional Support Documentation**”). If there is any conflict between these Support Terms and such Additional Support Documentation with respect to the description of support services, requirements or procedures, the provisions of such Additional Support Documentation will prevail. Customer agrees and acknowledges that Trimble may use third parties to provide Support on its behalf. Customer expressly consents to Trimble permitting such third parties to access Customer’s information and data to perform the Support for Customer.

**3. Licensed Software Updates and Upgrades.** During the applicable Maintenance Term, Customer shall be entitled to receive all upgrades and updates to the Software that are publicly released by Trimble. The contents and timing of all upgrades and updates will be decided by Trimble in its sole discretion. Any such updates and upgrades will be deemed to be “Software” and licensed under the terms and conditions of the Agreement, including any applicable software end user terms or license agreement. Updates and upgrades exclude (a) new versions of the Software (e.g., a change to the left of the decimal in the version number [e.g., 1.x to 2.x] or otherwise designated by Trimble), and (b) any separate modules and other functionality for which Trimble charges a separate fee.

**4. Limitations and Exceptions.** The following matters are not covered (and Trimble will not have any obligations with respect to such matters) pursuant to these Support Terms:

- 4.1. Any Software for which applicable fees have not been paid;
- 4.2. Any problem resulting from the misuse, improper use, alteration, or damage of the Software;
- 4.3. Any problem resulting from improper or inadequate installation, maintenance, or storage of the Software;
- 4.4. Any problem caused by modifications of the Software not made or authorized by Trimble;
- 4.5. Any problem resulting from any hardware or software in either case not developed or supported by Trimble, including, without limitation: any computers, tablets, disk drives, operating systems, network hardware or software, database, or any other hardware or third-party software;
- 4.6. Any problem resulting from the combination of the Software with other programming or equipment to the extent that such combination has not been approved by Trimble; and
- 4.7. Errors in any version of the Software other than the most recent release, provided that Trimble will continue to provide Support for superseded releases for a reasonable period (not to exceed ninety (90) days).

Support excludes on-site visits, installation and training, file conversion, optional products and services, directories, consulting services, shipping charges, or any recommended hardware.

**5. Termination or Expiration.** Support will automatically terminate with respect to any Software that is no longer licensed for use as a result of expiration or termination of the Agreement, or replacement of the applicable Software with new releases.

### Additional Support Documentation

Version 1.1

1. Generally.

- 1.1. Trimble shall use the applicable level of effort to correct or provide a workaround for any reproducible error in the Offering attributable to Trimble commensurate with the severity of the error, as reasonably determined by Trimble in accordance with Section 3 (Severity Priority Levels) below.
- 1.2. For certain Offerings as set forth in Section 2 below, Trimble may provide a customer support portal (the "Support Portal"), which may allow Customer to submit support requests, report issues, view case histories, search the general knowledge database, and other features, as applicable. In the event of any conflicts between the terms set forth herein and any set forth in the applicable Support Portal, the terms herein shall govern.
- 1.3. For certain Offerings as set forth in Section 2 below, Trimble will provide support to Customer only by communication with the contacts designated by Customer in the Support Portal or otherwise as instructed by Trimble (each, a "Authorized Support Contact"). Customer may update Authorized Support Contact(s) from time to time as instructed by Trimble. Trimble may require the Authorized Support Contact(s) to have the relevant technical knowledge regarding the Offerings necessary to assist Trimble as needed.
- 1.4. Upon identification of any error that cannot be resolved by Customer as first line of support (e.g., via the Support Portal, its internal staff, etc.), then Customer (through its Authorized Support Contact(s)) shall promptly notify Trimble of such error and shall provide Trimble with enough information, assistance, and cooperation to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2. Support Portals. Support portals with information about reporting and general availability are described below.

Offering	Support Portal*	Authorized Support Contacts Only?**
Cityworks	<a href="https://mycityworks.force.com">https://mycityworks.force.com</a>	Yes

\* Additional phone numbers and hours of availability for contacting Trimble with support requests may be listed in the Support Portal.

\*\* For any Products that do not require an Authorized Support Contact, any Authorized User of Customer may contact support.

\*\*\* Authorized Users of e-Builder Enterprise Government Edition may submit support requests by phone (866-254-1531) or email ([ebuilder-gov-support@trimble.com](mailto:ebuilder-gov-support@trimble.com)). Hours of operation are Monday through Friday 8:00 AM to 6:00 PM Eastern Time. Non-urgent and after-hours support requests should be submitted via email. All support requests submitted via email must include the following information: 1) Authorized User name and email address, 2) Phone number, 3) Account Name, and 4) Brief description of the issue. e-Builder Community and Salesforce are not currently available for the Government Edition.

3. Severity Priority Levels. As soon as reasonably practicable after Customer submits the relevant case information, Trimble will collect additional information and categorize the issue into one of four classifications as set forth below in good faith. Upon Customer submission of the case information, Trimble will use commercially reasonable efforts to issue a Response (as defined below) by the indicated target response goal set forth below. Once the priority level is determined, Trimble will use the level of effort for resolution described below.

Priority Level*	Priority Criteria	Target Response Goal**	Level of Effort for Resolution
P1	most urgent and impactful	½ hour	Trimble and Customer will prioritize any reasonably available resources to resolve the situation or identify a work around.
P2	urgent and impactful, but usually has an acceptable temporary workaround	½ hour	Trimble and Customer will prioritize any reasonably available resources during standard business hours to resolve the situation or identify a work around.

P3	important, but not urgent and impactful	4 hrs	Trimble and Customer will use generally available resources during standard business hours to resolve the situation or identify a work around.
P4	a low priority, informational, or an enhancement request	24 hrs	Trimble and Customer are willing to use generally available resources during standard business hours to provide information or assistance.

\* See Priority Matrix and definitions below. The main factors in determining priority level are urgency and impact. Trimble will also consider in good faith any additional relevant facts and circumstances in consultation with Customer that may result in a mutually agreed upon change in priority level.

\*\* The use of the term "hour(s)" refers to business hours based on Trimble's regular business schedule, and excludes nights, weekends and locally-observed holidays (e.g., 24 hrs equals 3 business days at 8 hrs a day). "Response" means acknowledgment of the issue via the creation of a case number. Determination of priority level will occur as soon as practicable thereafter.

Priority matrix					
		Impact			
		Widespread	Large	Localized	Individualized
Urgency	Critical	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

Definitions		
Impact	Impact is a measure of the number of users, sites, or devices affected.	<b>Widespread.</b> More than three quarters of users or devices are affected.
		<b>Large.</b> (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected.
		<b>Localized.</b> (1) A single site is affected or (2) less than one half of users or devices are affected.
		<b>Individualized.</b> A single or a small number of users or devices are affected.
Urgency	Urgency is a measure of the severity of the issue on the Customer's operations.	<b>Critical.</b> Use of Offering as a whole or core functionality is stopped with no work around and with severe immediate impact to the Customer's operations (e.g., outage).
		<b>High.</b> Use of Offering as a whole or core functionality is severely degraded or a work around is available, and with immediate impact to the Customer's operations.
		<b>Medium.</b> Use of Offering or any functionality is not working as expected, and can be addressed through education, training, work around, work order, or a future enhancement.
		<b>Low.</b> All other requests that are not the above.

4. Additional Limitations and Conditions.

- (a) Unless otherwise expressly provided by Trimble in writing, Trimble does not support: (i) use of the Offering in a manner other than as authorized in the Agreement; (ii) conversions of Customer's databases to accommodate new hardware or software, (iii) Customer Data debugging or manipulation, (iv) recurring support issues where Customer failed to initiate corrective actions previously recommended by Trimble or to provide information requested by Trimble, (v) implementation, report creation, onsite support, customizations (e.g., scripting or integration), or assistance with server migrations are not included as part of Support, but such services but may be purchased separately, (vi) any Offering where Customer has failed to meet its obligations with respect to the Agreement, including, without limitation, as set forth below.
- (b) Customer must (i) require its personnel to obtain adequate training to operate the Offering, (ii) if required by Trimble for the particular Offering, designate Authorized Support Contacts who will submit all support cases to Trimble, (iii) provide internet and/or network access for Trimble when requesting support; and (iv) provide all information and assistance reasonably requested by Trimble related to the support request.
- (c) For Licensed Software not hosted by Trimble, Customer is responsible for (i) securing the server environment, local network, and system security and protocols, including having staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any Third-Party Materials, Dependencies, or Compatibilities, (ii) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer, (iii) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network; and (iv) incorporating Releases and any associated data migration.
- (d) If any Customer support request is subject to any of the foregoing, then Trimble reserves the right to impose support fees at its then standard commercial time and materials rates for all such services, including pre-approved travel and per diem expenses to be reimbursed consistent with Customer's policies. Trimble will notify Customer in advance of incurring any such fees.

#### Addendum #4

##### Supplemental Terms for

##### Services

*(Training, e-learning content, implementation, configuration, and other services)*

*Version 1.0 (Last Updated: April 3, 2023)*

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Generally.** Trimble or its authorized service providers will use commercially reasonable efforts to provide Services to Customer as described in an Order or SOW. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Trimble.
2. **Training and E-Learning.** For any Services consisting of delivery of training or e-learning (e.g., videos, manuals, etc.), any content made available by Trimble shall not be deemed a Deliverable (as defined below), notwithstanding anything in an Order or SOW to the contrary, and no Intellectual Property Rights therein are assigned or transferred to the Customer. Unless an Order or Documentation states otherwise, prepaid training and e-learning content will expire if not completed within six months from the effective date of the Order or SOW. Trimble reserves the right to reschedule training if it determines in good faith that attendance is not sufficient or the originally scheduled time or location are no longer feasible. If the Order states a date that Services must be completed by, such date is presented for illustrative purposes. The actual completion date for such Services will be provided on the invoice.
3. **Customer Materials.** Customer shall provide Trimble with reasonable access to Customer's technical data, computer programs, files, documentation, and/or other materials (collectively, "**Customer Materials**") and to Customer's resources, personnel, equipment, and facilities to the extent necessary for the performance of Services. Client will be responsible for, and assumes the risk of any problems resulting from the content, accuracy, completeness, competence, or consistency of Customer Materials or its personnel. To the extent that Customer does not timely provide the foregoing access required for Trimble to perform the Services, Trimble shall be excused from performance until such items or access are provided. Customer hereby grants Trimble a limited and revocable right to use the Customer Materials for the purpose of performing the Services. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Materials.
4. **Customer Premises.** Customer shall provide Trimble with safe access to Customer's premises as reasonably required for Trimble to perform the Services, if onsite performance of Services is needed and agreed to by Customer. Trimble personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Trimble prior to commencement of the Services.
5. **Customer Dependencies.** Customer is responsible for taking all actions identified or described in the Agreement which are a condition for Trimble to provide Services. Should Customer's failure to take such actions result in a delay of Trimble against a delivery schedule, or result in additional provable costs incurred by Trimble, Trimble shall not be considered to be delayed in its obligations, and Trimble shall be entitled to payment of such additional costs.
6. **Deliverables.** "**Deliverable(s)**" shall mean any Trimble deliverables as expressly set forth on a SOW or Order. Trimble hereby grants Customer a worldwide, royalty-free, non-exclusive license to use the Deliverables for its internal business purposes in connection with the Offerings associated with such Deliverables and only for the period of time that Customer has ownership or authorized use of such Offerings. Unless expressly stated otherwise in the applicable Order or SOW, Trimble owns and will retain ownership (including all intellectual property rights) in and to the Deliverables (excluding any Customer Materials) and any modifications, improvements, and derivative works thereof (including to the extent incorporating any Feedback). If the parties have agreed that Trimble will assign ownership of Deliverables to Customer, the relevant SOW must set forth the terms and conditions regarding such assignment.
7. **Limited Warranty.** Trimble will perform Services in a professional and workmanlike manner. If notified of a non-conformity within ten (10) days of delivery of the applicable Services, and if Customer provides a sufficiently detailed justification to Trimble to allow Trimble to identify the non-conforming Services, Trimble will, as its sole liability and obligation for failure to provide Services meeting this warranty, either (a) re-perform the non-conforming Services at no additional cost to Customer, or (b) issue a credit for any Services which Trimble identifies as non-conforming.
8. **Travel Expenses.** Trimble will invoice Customer for reasonable and pre-approved out-of-pocket travel expenses incurred in connection with performing Services. Expenses may be invoiced separately from fees and may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request.
9. **Other Offerings.** These Services Terms only apply to Services, and not to any other Offerings, even if such other Offerings are referenced in an Order or SOW. For clarity, all such other Offerings shall not be considered a Deliverable hereunder, and the provision thereof shall be governed by one or more separate agreements between Trimble and Customer.
10. **Non-Solicitation.** During the Term and for a period of 12 months thereafter, Customer, shall not, directly or indirectly, solicit, hire, engage, or attempt to do any of the foregoing, any person who was an employee or independent contractor of Trimble who provided Services to Customer, without Trimble's express prior written consent.

#### **Addendum #5**

##### **Supplemental Terms for Hardware**

*Version 1.0 (Last Updated: April 3, 2023)*

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Delivery.** Delivery times for Hardware are established when an Order is received and accepted by Trimble. Trimble will use commercially reasonable efforts to meet Customer's requested delivery dates, unless Customer is in default under the Agreement or Trimble's performance is otherwise excused (e.g., force majeure, etc.). Late delivery is not a basis for Customer's cancellation of any Order.

Title and risk of loss or damage to the Hardware will pass to Customer upon delivery to Trimble's shipping carrier.. Trimble will deliver any shipment FCA (Incoterms 2020) from its warehouse. Customer will pay or reimburse Trimble for all costs of carriage, freight, insurance (if applicable), taxes, duty and other related shipping charges. Trimble may fulfill its delivery obligations for Hardware through an Affiliate and/or authorized reseller. Trimble reserves the right to make partial deliveries.

2. **Acceptance, Inspection, Notice of Nonconformance.** All Hardware will be deemed accepted by Customer upon delivery to Trimble's shipping carrier, subject to Customer's right to inspect and reject damaged Hardware or Hardware that do not conform to the Order within 10 days of delivery. It is Customer's responsibility to give Trimble prompt written notice of identified damage or non-conformance to the Order. If Customer retains the Hardware without giving notice within the designated period, it will be deemed to waive its right of rejection. The foregoing will not, however, prejudice Customer's warranty remedies as described in the applicable Hardware Terms.
3. **Limited Warranty.** Unless the Hardware comes with a limited warranty that provides otherwise, Trimble warrants to Customer, and only to Customer, that the Hardware is designed and manufactured to conform in all material respects to Trimble's specifications and all parts are and will be free from defects in material and workmanship for a period of twelve (12) months from date of shipment. During the warranty period, Trimble's obligations in Section 7 (Sole Remedy; Warranty Procedure) are Customer's only and exclusive remedy for Hardware that Trimble reasonably determines does not meet the limited warranty, and is made subject to these Hardware Terms.
4. **Firmware.** Trimble hereby grants Customer a personal, non-exclusive, revocable, non-assignable right to access and use firmware solely as necessary to use the Hardware in accordance with the Documentation. During the limited warranty period, Customer will be entitled to receive such Fixes (as defined below) to the firmware that Trimble releases and makes commercially available and for which it does not charge separately, subject to the procedures for delivery to purchasers of Trimble products generally. Minor Updates (as defined below), Major Upgrades (as defined below), new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this fix process and limited warranty. Receipt of software fixes will not serve to extend the limited warranty period. "**Fix(es)**" means an error correction or other update created to fix a previous software version that does not substantially conform to its Trimble specifications; "**Minor Update**" occurs when enhancements are made to current features in software; and "**Major Upgrade**" occurs when significant new features are added to software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a Fix, Minor Update, Major Upgrade, new products, or substantially new software releases.
5. **Non-Trimble Manufactured Products.** Trimble will extend to Customer the manufacturer's warranty, if any, for all equipment and/or software products manufactured by another manufacturer and furnished by Trimble to Customer under such other manufacturer's brands. Customer acknowledges and agrees that Trimble shall not be responsible for separately warranting or supporting the equipment or software products of such other manufacturers.
6. **Warranty Exclusions.** The foregoing Hardware limited warranty will only apply in the event and to the extent that (a) the Hardware is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (b) the Hardware is not modified or misused. This limited warranty does not apply to, and Trimble shall not be responsible for defects or performance problems resulting from (i) the combination or use of the Hardware with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by Trimble; (ii) the operation of the Hardware under any specification other than, or in addition to, the Documentation; (iii) the unauthorized installation, modification, repair or use of the Hardware; (iv) damage caused by accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside Hardware specifications), or exposure to

environmental conditions for which the Hardware is not intended; (v) normal wear and tear on consumable parts (e.g., batteries) or (vi) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Hardware. **TRIMBLE MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER ARE PROVIDED "AS-IS."**

7. **Sole Remedy; Warranty Procedure.** If the Hardware fails during the warranty period for reasons covered by this limited warranty and Customer notifies Trimble of such failure during the warranty period, Trimble will at its option repair or replace the nonconforming Hardware with new, equivalent to new, or reconditioned parts or Hardware or, if either of the foregoing is commercially impractical in Trimble's determination, refund the Hardware purchase price paid by Customer (excluding separate costs of installation, if any) upon Customer's return of the Hardware in accordance with Trimble's product return procedures then in effect. Any repaired or replaced Hardware will be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer. Warranty service will be provided at a designated Trimble service center or by an authorized Trimble service provider. Except as otherwise agreed by the parties, Customer shall be responsible for all shipping charges to the designated Trimble service center or authorized Trimble service provider.
8. **Determination of Warranty Applicability:** Trimble reserves the right to refuse warranty services if the Hardware date of purchase cannot be proven, if a claim is made outside the warranty period or if a claim is excluded from the warranty pursuant to the Terms. Following Trimble's examination of Customer's claim, Trimble will notify Customer of warranty status and the repair cost of any out-of-warranty Hardware. At such time Customer must issue a valid purchase order to cover the cost of the non-warranted Hardware repair and return freight, or authorize return shipment of the Hardware at Customer's expense as-is.
9. **Non-responsibility for Lost Data.** Trimble shall not be responsible for any modification or damage to, or loss of any programs, data, or other information stored on any media or any part of any Hardware serviced by it or an authorized Trimble service provider, or for the consequence of such damage or loss, e.g., business loss in the event of system, program or data failure. It is Customer's responsibility, prior to servicing, to backup data and remove all features, parts, alterations, and attachments not covered by warranty prior to releasing the Hardware to Trimble. The Hardware will be returned to Customer configured as originally purchased.
10. **Return of Hardware:** All Hardware returns are subject to Trimble's prior written consent and must comply with its product return (RMA) procedures then in effect. Before returning or exchanging Hardware, Customer must contact Trimble directly to obtain an authorization number to include with the return. Customer must return Hardware to Trimble in their original or equivalent packaging, and Customer is responsible for risk of loss, as well as shipping fees back to Trimble. Hardware received but not eligible for return will be sent back to Customer freight collect. For approved returns, Customer will receive credit equal to the lesser of the Hardware invoice price or its current replacement value, less any applicable charges or fees.



#### Addendum #6

##### **Supplemental Terms for U.S. Public Entities**

*Version 1.0 (Last Updated: October 7, 2023)*

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. **Scope.** To the extent Customer is a public or governmental entity, these Supplemental Terms provisions apply to the extent Customer is a public or governmental entity in the United States.
2. **Intellectual Property Indemnification by Trimble.** Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Offerings in accordance with the terms of this Agreement, and pay any resulting settlement or final judgment. If Customer's use of any of the Offerings are, or in Trimble's opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute for the Offerings substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Offerings; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble will not apply: (1) if the Offerings are modified by any party other than Trimble; (2) if the Offerings are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Offerings; (4) to any unsupported release of the Offerings; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Offerings.
3. **Tax Exemption.** If Customer is a tax-exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 3.1 of the General Terms regarding Customer's responsibility to pay taxes shall be inapplicable.
4. **No Indemnification by Customer.** Section 8 (Indemnification) and the second to last sentence of Section 12.6 (Export Control) of the General Terms shall be inapplicable.
5. **Public Records Law.** Customer's confidentiality obligations in Section 9 (Confidentiality) of the General Terms may be subject to applicable public records law.
6. **Limited Publicity.** Provision (b) in Section 12.11 (Publicity) of the General Terms shall be inapplicable.
7. **Termination for Convenience.** Customer may terminate this Agreement for convenience on not less than sixty (60) days' written notice to Trimble. If Customer terminates this Agreement under this paragraph, all fees for the Term shall immediately become due and payable. All previously paid fees (both used and unused) shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for professional services, if any, must be paid in full before the termination becomes effective.
8. **Non-Appropriation of Funds.** The Customer's funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with Section 7 (Termination for Convenience) above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided however that the Customer shall pay for any goods or services ordered prior to the date of the Customer's notice.
9. **Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement ("Piggyback"), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
10. **Governing Law.** Notwithstanding Section 12.9 (Governing Law and Venue) of the General Terms, the Laws of the jurisdiction required by applicable law shall exclusively govern this Agreement.

**Addendum #7**  
**Service Level Agreement; Data Security and Restoration**  
Version 1.0

**1. Availability Service Level Agreement**

For any Offering that is either (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble, the following will apply.

- 1.1. **Target Availability.** Trimble will use commercially reasonable efforts to make the Offering available with an uptime availability (time periods during which Customer has general connectivity to the Offering) (the “**Target Availability**”) as follows:

Offering	Target Availability*
Cityworks	99.9%*

*\*Target Availability is generally for a calendar month; provided that Cityworks target availability will be calculated on a quarterly basis.*

- 1.2. **Exclusions.** The calculation of uptime will not include unavailability to the extent due to: (a) Customer’s use of the Offering in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Trimble’s reasonable control, including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attack, (c) Customer’s equipment, software, network connections or other infrastructure, (d) any acts or omissions of Customer or any third-party that is not a service provider of Trimble, (e) failure by Customer to pay any applicable fees under the Agreement, or (f) Scheduled Maintenance or emergency maintenance.
- 1.3. **Scheduled Maintenance.** “**Scheduled Maintenance**” means Trimble’s scheduled, routine, or other maintenance which (1) occurs at such times as may be listed on Trimble’s websites or Support Portal, or (2) Trimble notifies Customer with at least two (2) days advance notice, which can be via the Support Portal, e-mail, or in the Offering. Trimble reserves the right to schedule other maintenance periods on an as needed basis and will notify Customer in advance. Trimble will use commercially reasonable efforts to perform Scheduled Maintenance during low usage times.
- 1.4. **Service Credits.** If there is a verified failure of the Offering to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly fees due for the affected Offering in such month (“**Service Credit**”). The Service Credit will be calculated as follows:

*Service Credit = Pro Rata Fee \* percentage of time that the Offering did not meet the Target Availability*

The “**Pro Rata Fee**” means (1) for Target Availability measured monthly, one-twelfth of the total annual fee for the Offering (excluding taxes, etc.), and (2) for Target Availability measured quarterly, one-fourth of the total annual fee for the Offering (excluding taxes, etc). The Service Credit will be calculated to the nearest 30-minute interval. The total Service Credits in a month may not exceed 20% of the Monthly Fee.

Trimble will apply each Service Credit to Customer’s next invoice, provided that Customer’s account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits.

- 1.5. **Sole Remedy.** Service Credits constitute liquidated damages and are not a penalty. The Service Credits set forth in this Section are Customer’s sole and exclusive remedy for any failure to meet the Target

Availability.

## **2. Data Security and Restoration**

### **2.1. Software-as-a-Service and Hosted License Software.**

- a) Trimble or its third-party hosting provider(s) shall use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data, (b) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data; and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.
- b) Trimble will use reasonable efforts to restore lost or damaged Customer Data for Offerings deployed through Trimble hosting services or as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Trimble, Trimble will provide support and technical assistance for data restoration subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

### **2.2. On Premises Licensed Software.** Trimble does not provide regular support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of support for Licensed Software not hosted by Trimble, regardless of the cause. Assistance for restoration may be available subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

7/28/2025

Agenda Item No. F)

**PRESENTER:**

Matthew Eckmann, Assistant Director of Public Works

**SUBJECT:**

Approval of an additional project contingency for the Landa Park Aquatic Complex bathhouse renovation project and authorization for the City Manager to execute any change orders and project expenditures up to the contingency amount.

**DEPARTMENT:** Public Works**COUNCIL DISTRICTS IMPACTED:** 3**BACKGROUND INFORMATION:**

The Landa Park Aquatic Complex (LPAC) Bathhouse was constructed in 1937 and renovated in 1968 and 2008. To improve the condition and operation of the building the Facilities Division worked with Parks and Recreation Staff to determine needed operational and aesthetic updates to the building.

On November 25, 2024, City Council approved a contract with SpawGlass Building Services for improvements to the bathhouse with a total cost of \$662,157.75. Council also approved a 10% owner's contingency in the amount of \$66,215.00 for a total construction cost of \$728,372.75.

Due to unforeseen conditions that presented during construction, updated code requirements and additional operational improvements that were requested that fell outside of the original scope of work for the project, the allocated contingency amount will not be sufficient to finalize the project. Staff recommends increasing the project contingency by \$55,500.00, which will provide for any necessary adjustments. The existing contract and additional services are being procured via the TIPS Cooperative Contract# 24010401.

**ISSUE:**

Continue an ongoing program of infrastructure construction and maintenance.

**STRATEGIC PLAN REFERENCE:**

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

New Braunfels is known for its recreational amenities. The proposed improvements will enhance the user experience for customers and staff of the aquatic complex.

**FISCAL IMPACT:**

Funding for the project was identified in the FY 2025 budget using reallocated 2013 Park Bond Funds.

**RECOMMENDATION:**

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Staff recommends approval of an additional project contingency for the Landa Park Aquatic Complex bathhouse renovation project and authorization for the City Manager to execute any change orders and project expenditures up to the contingency amount.

7/28/2025

Agenda Item No. G)

**PRESENTER:**

Scott McClelland, Assistant Transportation and Capital Improvements Director

**SUBJECT:**

Approval of a contract with PGAL for the New Braunfels National Airport Terminal Feasibility and Planning Study.

**DEPARTMENT:** Transportation and Capital Improvements, Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** 2**BACKGROUND INFORMATION:**

A Request for Qualifications (RFQ) was issued for a Terminal Feasibility and Planning Study for the New Braunfels National Airport (KBAZ). The City received one response from PGAL, and staff evaluated the submission. Because only one response was received, staff interviewed PGAL and did an extensive reference check to confirm the firm's experience and capabilities. PGAL has experience working with airports throughout Texas, including airports of similar size as KBAZ.

The Airport's terminal building was built in 1998 and includes a conference/meeting space, passenger lobby, restrooms, flight planning area, vending area, and a customer service counter/ fuel service desk. Since 2015, the City has assumed operational and management control of all fueling and ground handling services on the airfield. The current terminal facility is 4,000 square feet with approximately 70,000 square feet of terminal ramp space for aircraft arrivals and departures. The parking area holds 30 vehicles. The Terminal Feasibility and Planning Study will develop an analysis of the existing terminal facility in comparison to current operational demand and forecasted needs. The study will provide guidance and recommendations as to the size of a new general aviation airport and Fixed Base Operation (FBO) terminal, as well as cost/revenue and return on investment projections.

Staff worked with PGAL to develop a scope and fee for the project. As a result of that process, staff is recommending a contract with PGAL for \$185,701.38.

**ISSUE:**

Provide a comprehensive terminal planning document that can be used by the City of New Braunfels and the New Braunfels National Airport to address growing demand at the airport.

**STRATEGIC PLAN REFERENCE:**

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

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**FISCAL IMPACT:**

There are sufficient funds for this project in the Capital allocation of the FY 2025 Airport Budget.

**RECOMMENDATION:**

Staff recommends approval of the contract award to PGAL.

7/28/2025

Agenda Item No. H)

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**PRESENTER:**

Jennifer Gates, Grants Coordinator

**SUBJECT:**

Approval of the submission of the Community Development Block Grant 2025-2029 Consolidated Plan, Fair Housing Plan, and Annual Action Plan, including funding recommendations for Program Year 2025 to the U.S. Department of Housing and Urban Development.

**DEPARTMENT:** Finance**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

The City of New Braunfels has been fortunate to receive annual grants from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement Program since 1994. The annual funding amount varies each year as it is determined on a formula basis and then provided to entitled cities, counties, and states to help develop viable urban communities. It is the City's longstanding practice to distribute CDBG funds throughout the community by providing eligible subrecipients with grant funding that can be used to revitalize neighborhoods, support affordable housing, provide economic opportunities, and improve community facilities and services intended for low- and moderate-income (LMI) residents. Of the total annual funding amount, specific percentages of the funding are eligible to be allocated to CDBG program administration (20% cap), public service activities (15% cap), and housing and public facility projects (65% minimum, 100% maximum). Any additional funds, including from previous Program Years, are held in reserve in the U.S. Treasury to be utilized by the City for housing/public facilities projects at a future date in accordance with timeliness requirements and project/program eligibility.

**2025-2025 Consolidated Plan**

As required by HUD, the City has developed a Community Development Block Grant 2025-2029 Consolidated Plan (Con Plan) as the current 2020-2024 Con Plan will conclude on September 30, 2025. Components of the Con Plan include a Housing Study, Market Analysis, a 5-Year Strategic Plan, and a 1-Year Action Plan. In addition to community feedback, the Housing Study and Market Analysis are used to identify specific community needs which are then incorporated within the 5-Year Strategic Plan. The 5-Year Strategic Plan provides an outline of the anticipated use of CDBG funds for the next five HUD program years, whereas the 1-Year Action Plan (Annual Action Plan) submitted with the Con Plan will identify specific projects and programs that the City will support with CDBG funds during the upcoming HUD Program Year 2025 beginning on October 1. As per CDBG requirements, subsequent Annual Action Plans are created and submitted to HUD each year with projects/programs that support the goals of the HUD-approved Con Plan.

Collaboration with community members, and public and private entities, is important to the development of the



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Con Plan as it allows for more effective alignment of CDBG programs with other plans, programs, and resources to achieve an overall greater impact for the City's residents. Community engagement included stakeholder meetings, focus groups, public hearings, and one-on-one interviews, with collaborative partners including, but not limited to non-profit social service providers, non-profit housing providers, a local foundation, the New Braunfels Housing Authority, and City departments.

In accordance with Federal requirements for CDBG funding, the City is preparing to submit its Annual Action Plan (Action Plan) to HUD. The Action Plan, developed according to the City's Citizen Participation Plan, outlines the projects and programs the City will support with CDBG funds during the upcoming Program Year, thereby furthering the goals of the HUD-approved Consolidated Plan, a five-year strategic planning document. After submission of the Action Plan to HUD for the agency's review, projects and programs are implemented in accordance with the HUD-approved one-year budget and activities.

### **Program Year 2025 Funding Recommendations**

As aforementioned, the City is preparing to submit the Program Year 2025 (PY25) Annual Action Plan to HUD as part of the 2025-2029 Consolidated Plan process. The Annual Action Plan, developed according to the City's Citizen Participation Plan, outlines the projects and programs the City will support with CDBG funds during the upcoming HUD Program Year. After submission of the Annual Action Plan, projects and programs are then implemented in accordance with the approved one-year budget and activities.

The City's allocation for Program Year 2025 (PY25), effective October 1, 2025, to September 30, 2026, is \$454,245. Of the total funding amount, \$90,849 is eligible for program administration, \$68,136.75 can be allocated for public service activities, and a minimum of \$295,259.25 must be used for other activities such as housing and public facilities projects as per HUD CDBG requirements.

In accordance with the City's standard process, a competitive Request for Application was available to nonprofit agencies and other eligible entities from February 11, 2025, to March 11, 2025. Applications were available for 3 categories: Public Services, Public Facilities, and Housing. The City subsequently received 15 eligible applications from 14 local non-profit organizations for a variety of programs and projects totaling approximately \$328,130 within the Public Services category, and approximately \$817,833 within the Public Facilities and Housing categories. The allocation for program administration is not subject to the competitive process as it is provided directly to the City by HUD to reimburse costs associated with the administration of CDBG funding on their behalf. After initial review by the City's CDBG support staff, all eligible competitive applications were then provided to the City's Community Development Advisory Committee (CDAC) for review, allowing them to establish PY25 funding recommendations.

CDAC is composed of nine New Braunfels' citizens who have applied to become a member of the committee and have been appointed by City Council to serve in an advisory capacity on matters relating to the CDBG Program. CDAC's responsibilities include reviewing the competitive application responses and making recommendations for funding allocations to be considered and approved by City Council. Funding allocations are subsequently included in the City's Action Plan.

After prior extensive review and discussion, CDAC members met on May 8 to publicly rank the applications and form PY25 funding recommendations based on an estimated total allocation amount of \$495,919. Additionally, during their regular meeting on June 4, CDAC considered and approved adjustments to the previous funding recommendations based upon the finalized PY25 allocation of \$454,245 that was announced by HUD after the May 8 meeting. All recommendations for funding were based upon factors such as how the

program/project will benefit low to middle income residents, availability of funding, past/current performance for organizations who had previously received funding, and the experience and capacity of the agency in managing the proposed program/activity, consideration of other available funding sources for the agency, and direct support of the City's adopted CDBG 2020-2024 Consolidation Plan and the City's adopted 2024-2029 Strategic Plan.

As such, the following allocations are being recommended by CDAC:

U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG): Entitlement Program Program Year 2025 (PY25) Grant Amount: \$454,245			
Public Services (15% Cap): \$68,136.75			
Name of Organization Description of Requested Activity	Funding Requested	May 2025 Recommended Funding	June 2025 Recommended Funding
Big Brothers Big Sisters Youth Mentoring in New Braunfels	\$ 25,000.00	\$ 5,000.00	\$ 4,580.00
CASA of Central Texas, Inc. Advocacy for Abused and Neglected New Braunfels Children	\$ 40,000.00	\$ 10,000.00	\$ 9,160.00
Comal County Family Violence Shelter Inc. d/b/a Crisis Center of Comal County Emergency Shelter Support	\$ 25,000.00	\$ 9,680.00	\$ 8,866.00
Comal County Senior Citizens Foundation Home-Delivered Meal Program	\$ 58,531.20	\$ 6,122.24	\$ 5,607.00
Connections Individual & Family Services, Inc. Basic Needs Support for Children's Shelter and Transitional Living Program	\$ 20,000.00	\$ 5,160.00	\$ 4,726.00
Family Life Center Emergency Rent/Utility Assistance (Benevolence Program)	\$ 20,000.00	\$ 7,000.00	\$ 6,412.00
Family Promise of Greater New Braunfels Pathways Home Program	\$ 74,599.00	\$ 10,403.11	\$ 9,529.25
National Church Residences Foundation Basic and Emergency Needs Pantry Project	\$ 10,000.00	\$ 6,772.50	\$ 6,203.50
River City Advocacy Licensed Mental Health Counseling Program for Youth	\$ 35,000.00	\$ 8,750.00	\$ 8,015.00
San Antonio Food Bank New Braunfels Food Bank Distribution Program	\$ 20,000.00	\$ 5,500.00	\$ 5,038.00
	\$ 328,130.20	\$ 74,387.85	\$ 68,136.75
Housing and Public Facilities (PY 2025 Grant Balance): \$295,259.25			
Name of Organization Description of Requested Activity	Funding Requested	May 2025 Recommended Funding	June 2025 Recommended Funding
Cande's Way Housing Renovation Program	\$ 200,000.00	\$ 50,000.00	\$ 55,685.00
Comal County Family Violence Shelter Inc. d/b/a Crisis Center of Comal County New Shelter Build Transitional Living Family Pod	\$ 150,000.00	\$ 58,500.00	\$ 63,470.00
NB Housing Partners NBHP First Footing Program: Building for Intake, Dining, and Support Services	\$ 137,690.00	\$ 82,204.20	\$ 85,184.25
New Braunfels Housing Authority New Braunfels Housing Authority Boiler Replacement	\$ 180,142.62	\$ 88,468.19	\$ 90,920.00
New Braunfels Youth Collaborative – APPLICATION WITHDRAWN BY NBYC Mill Street Youth Center Education Building	\$ 150,000.00	\$ 43,174.96	\$ -
	\$ 817,832.62	\$ 322,347.35	\$ 295,259.25
Administration (20% Cap): \$90,849.00			
Administration allocation is not subject to ranking by committee.			

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HUD requires a 30-day comment period, and multiple public hearings prior to submission, allowing for citizens to comment on the information proposed in the 2025-2029 Consolidated Plan and its associated PY25 Annual Action Plan. The comment period was June 16 to July 17. A full draft of the Consolidated Plan, including the PY25 Annual Action Plan, was available for review at the City Secretary's Office, the New Braunfels Public Library, the New Braunfels Public Library - Westside Branch, and information was also available on the City's "CDBG Program" website during this timeframe. The first and second public hearings were hosted on June 30 at the New Braunfels Public Library - Westside Branch, and the New Braunfels Public Library - Main Branch, and the third public hearing was on July 28 during the regular City Council meeting.

Upon receipt of Council approval during the regular City Council meeting on July 28, the finalized Consolidated Plan and associated PY25 Annual Action Plan, including all comments received during the public comment period, will be delivered to HUD no later than August 16, 2025.

**ISSUE:**

Not applicable.

**STRATEGIC PLAN REFERENCE:**

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

Support non-profit organizations to ensure low- to moderate-income residents of New Braunfels are provided with a variety of assistance.

**FISCAL IMPACT:**

There is no direct fiscal impact to the City for the CDBG-funded recommended awards as this is an allocation of federal funding.

**RECOMMENDATION:**

Staff recommends approval of the submission of the Community Development Block Grant 2025-2029 Consolidated Plan, Fair Housing Plan, and Annual Action Plan, including funding recommendations for Program Year 2025 to the U.S. Department of Housing and Urban Development.

7/28/2025

Agenda Item No. I)

**PRESENTER:**

Jeff Bransford, Park Development Manager

**SUBJECT:**

Approval of a resolution authorizing the submission of an application to the Texas Parks & Wildlife Department for the Local Park Grant Program for improvements to Neighborhood Park on West Coll Street.

**DEPARTMENT:** Parks and Recreation**COUNCIL DISTRICTS IMPACTED:** 1**BACKGROUND INFORMATION:**

The Texas Parks and Wildlife Department (TPWD) Local Park Grant Program provides funding that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the state. The program provides 50 percent matching grants on a reimbursement basis.

Since the inception of TPWD Local Park Grants in the 1960s, the program has funded nearly 3,000 projects across Texas. This includes two recent projects in the City of New Braunfels: \$750,000 for the Zipp Family Sports Complex awarded in 2020, and \$298,200 for the West Alligator Creek Trail in 2022.

City staff have evaluated planned park projects and recommend submission of an application for the TPWD Local Park Grant Program for improvements to Neighborhood Park, located at 1032 West Coll Street. In early 2024, New Braunfels Utilities decommissioned and removed an aging water tower adjacent to the park and subsequently conveyed the underlying property to the City, expanding Neighborhood Park to a total of 0.43 acres. Since then, the park has remained generally undeveloped, but staff have received multiple requests from residents for the recreational development of the property. In response, staff conducted an on-site public engagement event in October 2024 to collect additional feedback on the future of the park. Over 150 individuals attended.

After considering the input received from the public as well as data collected from other planning efforts such as the Parks and Recreation Systemwide Master Plan Update, staff recommend a proposed project scope for improvements to Neighborhood Park that include the installation of a shaded playground, pavilion with picnic tables, native vegetation, irrigation, interpretive signage, site furnishings, and a sidewalk connection to Walnut Avenue.

The estimated cost of the park improvements total \$1,485,750, including design, construction, and construction phase services. Staff recommend requesting 50 percent (\$742,875) from the TPWD Local Park Grant Program and funding the remaining 50 percent through revenues collected from Park Development Fees.

**ISSUE:**

Implement park improvements to help meet the goals of the City of New Braunfels Strategic Plan and 2017 Parks and Recreation Strategic Master Plan (currently undergoing revision) through the use of external funds.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

Projects selected for grant funding require a 50% local match. If the City of New Braunfels project is selected, the funding for the local match will be derived from Park Development Fee revenue.

**RECOMMENDATION:**

Approval of a resolution authorizing application to the TPWD Local Park Grant Program and authorizing the City Manager to act on behalf of the City in all matters related to the grant.

**RESOLUTION NO. 2025-R\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDING UNDER THE TEXAS PARKS & WILDLIFE DEPARTMENT (“DEPARTMENT”), RECREATIONAL TRAIL GRANT PROGRAM (“PROGRAM”) AND AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF NEW BRAUNFELS (“CITY”) IN ALL MATTERS RELATED TO THIS GRANT.**

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**WHEREAS**, the City of New Braunfels certifies that it is fully eligible to receive assistance under the Program; and

**WHEREAS**, the City of New Braunfels is desirous of authorizing an official to represent and act for the City in dealing with the Department concerning the Program;

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

**THAT**, the City of New Braunfels hereby certifies that it is eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

**THAT**, the City of New Braunfels hereby certifies that the matching share for this application is readily available at this time.

**THAT**, the City of New Braunfels hereby authorizes and directs the City Manager to act for the City in dealing with the Department for the purposes of the Program, and that the City Manager is hereby officially designated as the representative in this regard.

**THAT**, the City of New Braunfels hereby dedicates the property located at 1032 West Coll Street within the corporate limits of the City of New Braunfels for public park and recreation purposes in perpetuity.

**THAT**, the City of New Braunfels hereby specifically authorizes the official to make application to the Department concerning the park improvement project located at 1032 West Coll Street in the City of New Braunfels, and acknowledges that projects receiving federal monies may have differing requirements.

**PASSED, ADOPTED AND APPROVED on this the 28th day of June 2025.**

City of New Braunfels, Texas

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NEAL LINNARTZ, Mayor

Attest:

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GAYLE WILKINSON, City Secretary

7/28/2025

Agenda Item No. J)

**PRESENTER:**

Jared Werner, Assistant City Manager

**SUBJECT:**

Approval of a resolution recommended by the New Braunfels Economic Development Corporation approving a Third Amendment to the Contract between the New Braunfels Economic Development Corporation and HD Supply Facilities Maintenance, Ltd., to modify the percentage of sales taxes rebated and extend the existing contract term, pursuant to Section 501.101 of the Texas Local Government Code.

**DEPARTMENT:** Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

In January 2005, The Home Depot Supply, Inc. entered into a Performance Agreement with the NBEDC (formerly the NBIDC) which promised creation of 120 jobs within the first year of operation in New Braunfels and increasing to 343 jobs after ten years. In December 2006, the parties amended the contract to increase the number of jobs required after ten years to 390 and to revise the company's name to HD Supply Facilities Maintenance, Ltd. In December 2016, the agreement automatically renewed for an additional ten years and the NBEDC planned to continue rebating sales tax until December 2026. The parties again amended the agreement a second time in 2020. The amendment allowed the NBEDC to assume a portion of the City's sales tax rebate obligation for the City to launch and fund a COVID-19 Small Business Resource Grant Program to assist a multitude of community small business during the pandemic.

In addition to the new positions created and located in New Braunfels, another significant benefit to the arrangement was the sourcing of all the company's Texas-based transactions to New Braunfels. This resulted in a substantial amount of sales tax accruing to the City and NBEDC, of which the parties agreed to a sales tax sharing arrangement. The City and NBEDC agreed to rebate fifty percent (50%) of the total sales tax collected to HD Supply during the agreement's terms.

In late 2021, HD supply, after being acquired by The Home Depot, made some business model modifications that resulted in sales taxes no longer being sourced to the New Braunfels location. This change abated certain obligations of both parties- principally the rebate of collected sales tax- via a contract second amendment. The agreement and rebate have been dormant since. However, recent conversations with the Company indicated a potential opportunity to implement internal process changes which would allow for most of the intrastate sales to be sourced to the New Braunfels center. As such, the parties agree that a Third Amendment is required to reactivate the agreement.

The Third Amendment includes:

- Extending the Contract to December 5, 2036
- Increase of the NBEDC sales tax rebate from 50% to 100% which allows for the City's general fund rebate to be decreased from 50% to 33.3%
  - Reducing the City's rebate obligation results in additional sales tax proceeds for the City's General Fund to enhance overall City services



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The New Braunfels Economic Development Corporation approved this Third Amendment at its July 17, 2025 regular meeting.

**ISSUE:**

HD Supply's recent business process changes now allow for sales to be sourced to New Braunfels and a Third Amendment is required to reactivate and extend a prior agreement between the parties.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

The NBEDC has appropriate reserves and revenue to forgo the sales taxes collected due to the agreement. The NBEDC is forgoing the collection of revenue, as opposed to making a direct expenditure. By increasing its rebate amount to 100%, the NBEDC assists the City fulfill the terms of the agreement, which is to rebate 50% of the sales tax collected. This reduces the rebate from the City's general fund from 50% to 33.3%.

**RECOMMENDATION:**

Staff recommends approval of the Third Amendment to the Contract between the NBEDC and HD Supply Facilities Maintenance, Ltd.

## **RESOLUTION NO. 2025 – RXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING A RECOMMENDATION OF THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING A THIRD AMEDEMMENT TO THE CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION AND HD SUPPLY FACILITIES MAINTENANCE, LTD; AND DECLARING AN EFFECTIVE DATE.**

WHEREAS, on January 31, 2005, The Home Depot Supply, Inc. entered into a Performance Agreement (“Contract”) with the NBEDC (formerly the NBIDC) that promised creation of 120 jobs in the first year of operation of its facility in New Braunfels at 1511 E. Common St., and 343 jobs by the end of the tenth year of operation (Exhibit A); and

WHEREAS, on December 5, 2006, the Contract was amended to increase the number of jobs from 343 to 390, it included the Extended Rebate Period provision, and changed the name of the Company from The Home Depot Supply, Inc. to HD Supply Facilities Maintenance, LTD. (Exhibit B); and

WHEREAS, the Contract, as amended was automatically renewed by its terms from December 5, 2016, for an additional ten years with the NBEDC continuing to rebate to the Company its share of sales tax until December 5, 2026; and

WHEREAS, by the First Amendment executed in 2020 (Exhibit C), the New Braunfels Economic Development Corporation assumed a portion of the City’s obligation to Company under the original contract so that the City of New Braunfels could launch and fund a COVID-19 Small Business Resource Grant Program, as a source of capital for New Braunfels small businesses that experienced significant business interruptions due to the COVID-19 pandemic; and

WHEREAS, the Second Amendment to the Contract executed in 2021 (Exhibit D), resulted from business process changes that no longer allowed for intrastate sales to be sourced to the New Braunfels customer contact center, abated certain obligations of the parties until the agreement was to terminate either by its terms on December 5, 2026, or the upon mutual agreement of the parties; and

WHEREAS, the parties have each fully performed all of their respective obligations pursuant to the Contract, as amended, through the date of this Second Amendment; and

WHEREAS, the Company has now implemented additional changes that will allow a majority of the Company’s interstate sales to be sourced to the New Braunfels customer control center once again; and

WHEREAS, the Company has requested to cease the abatement of certain conditions made in accordance with the Second Amendment to the Contract. In addition, the Company has

requested an extension of the agreement for an additional ten-year period, expiring on December 5, 2036; and

WHEREAS, the CITY has also proposed that the EDC assume a portion of the City's obligation, which will result in additional sales tax proceeds for the City's General Fund for enhancing overall CITY services; and

WHEREAS, the NBEDC voted to approve a Third Amendment to the Contract at its July 17, 2025 meeting.

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

SECTION 1: That the recommendation of the New Braunfels Economic Development Corporation, to approve a Third Amendment to the Contract with HD Supply Facilities Maintenance, LTD., is hereby approved.

SECTION 2: That this resolution shall become effective from and after the date of its passage.

PASSED, ADOPTED, AND APPROVED THIS 28<sup>th</sup> DAY of JULY, 2025.

CITY OF NEW BRAUNFELS

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NEAL LINNARTZ, Mayor

ATTEST:

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GAYLE WILKINSON, City Secretary

**THIRD AMENDMENT TO THE**  
**CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT**  
**CORPORATION AND HD SUPPLY FACILITIES MAINTENANCE, LTD.**

This Third Amendment is made by and between the New Braunfels Economic Development Corporation, a non-profit corporation of the State of Texas, hereinafter referred to “EDC”, and HD Supply Facilities Maintenance, Ltd., a division of The Home Depot, duly authorized to transact business in Texas (“Company”), acting by and through its officers:

W I T N E S S E T H:

WHEREAS, on January 31, 2005, The Home Depot Supply, Inc. entered into a Performance Agreement with the NBEDC (formerly the NBIDC) (“Contract”) that promised creation of 120 jobs in the first year of operation of its facility in New Braunfels at 1511 E. Common St., and 343 jobs by the end of the tenth year of operation (Exhibit A); and

WHEREAS, on December 5, 2006, the Contract was amended to increase the number of jobs from 343 to 390, it included the Extended Rebate Period provision, and changed the name of the Company from The Home Depot Supply, Inc. to HD Supply Facilities Maintenance, Ltd. (Exhibit B); and

WHEREAS, the Contract, as amended, was automatically renewed by its terms from December 5, 2016 for an additional ten years with the NBEDC continuing to rebate to the Company its share of sales tax until December 5, 2026; and

WHEREAS, by the First Amendment executed in 2020 (Exhibit C), the New Braunfels Economic Development Corporation assumed a portion of the City’s obligation to Company under the original contract so that the City of New Braunfels could launch and fund a COVID-19 Small Business Resource Grant Program, as a source of capital for New Braunfels small businesses that experienced significant business interruptions due to the COVID-19 pandemic; and

WHEREAS, the Second Amendment to the Contract executed in 2021 (Exhibit D), resulted from business process changes that no longer allowed for intrastate sales to be sourced to the New Braunfels customer contact center, abated certain obligations of the parties until the agreement terminates by its terms on December 5, 2026, or the parties mutually agree in writing to cease the abatement, whichever occurs first.

WHEREAS, the parties have each fully performed all of their respective obligations pursuant to the Contract, as amended, through the date of this Second Amendment; and

WHEREAS, the Company has now implemented additional changes that will allow a majority of the Company’s intrastate sales to be sourced to the New Braunfels customer control center once again; and

WHEREAS, the Company has requested to cease the abatement in accordance with the Second Amendment to the Contract. In addition, the Company has requested an extension of the agreement for an additional ten-year period, expiring on December 5, 2036; and

WHEREAS, the CITY has also proposed that the EDC assume a portion of the City's obligation, which will result in additional sales tax proceeds for the City's General Fund for enhancing overall CITY services.

NOW, THEREFORE, in consideration of the payment of \$10.00 and other good and valuable consideration including without limitation the foregoing recitals and of their respective covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, EDC and Company agree as follows:

THIRD AMENDMENT:

1. The following amendments are incorporated into and made part of the original agreement (Exhibit A) and all amendments thereto. By this amendment, the parties agree to cease the abatement which went into effect on December 1, 2021.
  - The Terms section of the document, item (4) recognizes the updated expiration date of December 5, 2036 as described above.
  - The Terms section of the document, item (3) will be amended to Increase the EDC rebate from 50% to 100%, which allows for the City rebate to be decreased from 50% to 33.3%
2. Except as modified by this amendment, the Contract, as amended, and previously extended through December 5, 2026, and all other terms, covenants, conditions, and agreements contained therein not modified above shall in all respects remain unchanged and continue in full force and effect.
3. To the extent there exists a conflict or ambiguity among the provisions of the Third Amendment and the provisions of the original contract, First Amendment and Second Amendment, the provisions of the Third Amendment shall control.

*(Signatures on Next Page)*

IN WITNESS WHEREOF, this amendment is executed in multiple original counterparts, but being one and the same instrument, effective as of the \_\_\_\_ day of \_\_\_\_\_ 2025.

CITY OF NEW BRAUNFELS ECONOMIC  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Shane Hines, *President*

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry Hammonds, *Corporate Secretary*

\_\_\_\_\_  
Valeria Acevedo, *City Attorney*

HD SUPPLY FACILITIES  
MAINTENANCE, LTD.,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Before me, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to be to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as the act of the HD SUPPLY FACILITIES MAINTENANCE, LTD., for the purposes and consideration therein expressed.

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

## EXHIBIT A

STATE OF TEXAS  
COUNTY OF COMAL

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### **AGREEMENT BY AND BETWEEN THE NEW BRAUNFELS INDUSTRIAL DEVELOPMENT CORPORATION AND THE HOME DEPOT SUPPLY, INC.**

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#### Authority

This Agreement is made under the authority of TX CIV ST Art. 5190.6.

#### Parties

This Agreement is made and entered into by and between The Home Depot Supply, Inc., a Texas Corporation, duly authorized to transact business in Texas ("Home Depot") and the New Braunfels Industrial Development Corporation, a Non-Profit Corporation of the State of Texas, ("IDC") , and shall be effective when duly executed by signature of the authorized representatives of both Home Depot and IDC ("Effective Date")

#### Preamble

WHEREAS, City of New Braunfels has previously determined that the creation of a Neighborhood Empowerment Zone would promote an increase in economic development in the zone; and

WHEREAS, the City of New Braunfels by Resolution No.2004-R73 has designated a certain area within the City's jurisdiction as Neighborhood Empowerment Zone ("NEZ") as authorized by the Texas Local Government Code, Chapter 378, section 378.002 and represents to Home Depot that its proposed customer contact center will be located in the NEZ; and

WHEREAS, the City of New Braunfels has previously found that the creation of the Neighborhood Empowerment Zone benefits and is for the public purpose of increasing the public health, safety, and welfare of the persons of the City of New Braunfels;

WHEREAS, the parties agree that each will benefit by Home Depot's customer contact center being located the previously created Neighborhood Empowerment Zone; and

Home Depo Supply 4B Contract FINAL

WHEREAS, IDC believes that The Home Depot Supply, Inc. will have a positive economic effect on the City of New Braunfels;

NOW THEREFORE, in view of the above and foregoing, and in consideration of the mutual agreements herein contained, Home Depot and IDC hereby agree as follows

### Terms

In consideration for the mutual promises and covenants given and the mutual benefits received, which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Home Depot agrees to establish a customer contact center located at 1511 E. Common Street, New Braunfels, Texas 78133, as more particularly described on Exhibit "A" attached hereto ("Project Location") that will employ 120 people by the end of the first year of operation and will employ at least 343 people by the end of the tenth year of operation.
2. Home Depot agrees that it will provide IDC, on a monthly basis, a copy of any financial report that Home Depot will submit to the Comptroller of the State of Texas ("Comptroller") relating to Home Depot's remission of sales taxes collected in the City of New Braunfels as a result of the operation of the customer contact center described in Paragraph 1. above (the "Report"). Additionally, Home Depot hereby consents to the State of Texas releasing these monthly reported figures along with any State audit adjustments to IDC, and IDC hereby consents to keep this information "Confidential" in accordance with the Texas Tax Code, including, without limitation, Section 151.027 and to the extent allowed by law.
3. IDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the City of New Braunfels from the Comptroller which is verifiably connected to Home Depot's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").
4. IDC agrees that it will continue the Rebate for a period of ten years ("Rebate Period"), commencing on the date IDC first receives sales tax revenue from the Comptroller relating to the activities covered by this Agreement, or on April 1, 2006, whichever occurs earlier ("Commencement Date").
5. Default and Recapture:
  - a. This Agreement may be terminated if Home Depot refuses, fails or neglects to substantially comply with any of the terms of this Agreement or if any representation made by Home Depot is false or misleading in

Home Depot Supply 4B Contract FINAL



any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by IDC to Home Depot.

- b. If IDC terminates this Agreement as a result of Home Depot's default as set out in Paragraph 5a. above, the Rebate will be immediately abolished and sales tax will be due for the entire tax year in which termination occurred and no rebate shall accrue for all tax years thereafter.
- c. If during the term of this Agreement, Home Depot should discontinue substantially all of its customer contact center operations described in Paragraph 1 above, then IDC shall have the right to recapture sales taxes for the entire tax year in which such discontinuance occurs and terminate this Agreement.
- d. In the event of termination, a bill for the total amounts due will be sent to Home Depot, and Home Depot agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalty and interest will accrue if Home Depot fails to timely pay the bill. Nothing in this Agreement shall preclude Home Depot from disputing the bill.

6. Miscellaneous

- a. Assignment. Home Depot may assign this Agreement without IDC's written consent however any such assignment shall not relieve Home Depot of its obligations under this Agreement. IDC may only assign this Agreement with Home Depot's express written consent.
- b. Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person, by fax or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to IDC or Home Depot at the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

Home Depot: Mr. Ross Tanner  
Director, Real Estate & Support Services  
The Home Depot Supply, Inc.  
10641 Scripps Summit Court  
San Diego, California 92131

Fax: (858) 831-2458

Home Depot Supply 4B Contract FINAL

With a copy to:

John S. Torigian, Esq.  
Krell & Torigian  
1600 Smith Street, Suite 3885  
Houston, Texas 77002

Fax: (713) 951-7611

IDC

Mr. Matthew Harrison, President  
New Braunfels Industrial Development  
Corporation  
P.O. Box 311747  
New Braunfels, Texas 78131-1747

Fax: (830) 608-2109

Either party may designate a different address or fax number by giving the other party written notice.

- c. Binding Agreement. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- d. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- e. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The State of Texas shall have jurisdiction over this Agreement and the parties hereto, and venue of any legal action filed by either IDC or Home Depot shall be in Comal County, Texas.
- f. Severability. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

- g. Execution. IDC executes this Agreement by and through its President, Matthew Harrison. Home Depot executes this Agreement by and through its President, Lewis Klessel. The parties further agree that this Agreement may be executed in multiple counterparts, each of which shall be considered an original.

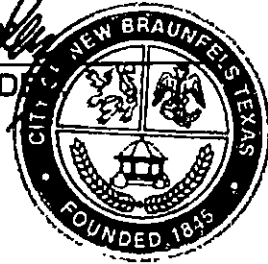
**NEW BRAUNFELS INDUSTRIAL  
DEVELOPMENT CORPORATION:**

January 31, 2004  
DATE

Matthew Harrison  
PRESIDENT: MATTHEW HARRISON

ATTEST

Michael A. Resendez  
MICHAEL A. RESENDEZ  
CITY SECRETARY



**THE HOME DEPOT SUPPLY, INC:**

March 25, 2004  
DATE

Lewis Klessel  
PRESIDENT: LEWIS KLESSEL

## EXHIBIT "A"

9.040 acres (393,780 sq. ft.) of land located in the City of New Braunfels, Comal County, Texas, and being out of the Henry Foster Survey No. 34, Abstract No. 154, Comal County, Texas, and being 7.616 acres out of a 31.695 acre tract of land as conveyed by Deed of Gift from Bruno Voges, ET UX to Mildred Bartels, ET AL., executed on April 1, 1982, and recorded in Volume 325, Pages 869-871 of the Deed Records of Comal County, Texas, and being 0.359 of an acre of land out of an 1.596 acre tract as conveyed by Deed of Gift from Bruno Voges ET UX to Mildred Voges Bartels executed on July 29, 1968 and recorded in Volume 164, Pages 464-465 of the Deed Records of Comal County, Texas, and being 0.638 of an acre of land out of a 2.128 acre tract as conveyed by Deed of Gift from Bruno Voges ET UX to Jerome B. Voges, executed on July 24, 1968 and recorded in Volume 164, Pages 570-571 of the Deed Records of Comal County, Texas, and also being 0.427 of an acre of land out of an 1.596 acre tract as conveyed by Deed of Gift from Bruno Voges ET UX to Jerald Dean Voges, executed on July 29, 1968 and recorded in Volume 164, Pages 527-528 of the Deed Records of Comal County, Texas, said 9.040 acres (393,780 sq. ft.) of land being more particularly described as follows

Beginning at a found 1/2" iron pin in the Northwest Right of Way Line of Common Street and being the Southernmost corner of a 1.254 acre tract as recorded in Document No. 9606013930 of the Official Public Records of Comal County, Texas, and being the following courses from a set 1/2" iron pin with plastic cap at the cutback point in the Northwest Right of Way Line of Common Street:

NORTH 51 deg. 17' 57" East, (all bearings in this description are referenced to Grid North of the Texas Coordinate System, Zone 4204, NAD 83 (93), a distance of 151.30 feet to a set 1/2" iron pin with plastic cap being an angle point, North 55 deg. 30' 21" East, a distance of 425.47 feet and North 56 deg. 16' 14" East, a distance of 21.28 feet to said 1/2" iron pin,

Thence, the following courses along the Southeast line of this parcel and the Northwest Right of Way Line of Common Street:  
(1) SOUTH 56 deg. 16' 14" West, a distance of 21.28 feet to a set 1/2" iron pin with plastic cap being an angle point; and  
(2) SOUTH 55 deg. 30' 21" West, a distance of 323.59 feet to a set

1/2" iron pin with plastic cap being the Southernmost corner of this parcel;

Thence,

(3) NORTH 33 deg. 49' 53" West, a distance of 757.79 feet along the Southwest line of this parcel to a set 1/2" iron pin with plastic cap being the Westernmost corner of this parcel;

Thence,

(4) NORTH 56 deg. 10' 07" East, a distance of 666.74 feet along the Northwest line of this parcel to a set 1/2" iron pin with plastic cap being the Northernmost corner of this parcel;

Thence,

(5) SOUTH 44 deg. 18' 03" East, a distance of 400.00 feet along the Northeast line of this parcel to a found 1/2" iron pin being the Easternmost corner of this parcel and being the Westernmost corner of LOT 1, NORTHEAST SUBDIVISION as recorded in Volume 11, Page 145 of the Map and Plat Records of Comal County, Texas;

Thence, the following courses along the Southeast line of this parcel and said 31.695 acre tract and the Northwest line of a 1.194 acre tract as recorded in Volume 941, Pages 481-483 of the Official Public Records of Comal County, Texas and TRACT ONE and TRACT TWO as recorded in Document No. 9606013930 of the Official Public Records of Comal County, Texas:

(6) SOUTH 59 deg. 34' 18" West, a distance of 41.13 feet to a set 1/2" iron pin with plastic cap being an angle point;  
(7) SOUTH 58 deg. 52' 23" West, a distance of 224.48 feet to a set 1/2" iron pin with plastic cap being an angle point; and  
(8) SOUTH 58 deg. 48' 44" West, a distance of 150.13 feet to a found 1/2" iron pin being the interior corner of this parcel and said 31.695 acre tract and the Westernmost corner of said TRACT ONE;

Thence,

(9) SOUTH 36 deg. 56' 25" East, a distance of 381.26 feet along the Northeast line of this parcel and said 31.695 acre tract and the Southwest line of said TRACT ONE to a found 1/2" iron pin being the POINT OF BEGINNING, and containing 9.040 acres (393,780 sq. ft.) of land.

## EXHIBIT B

STATE OF TEXAS  
COUNTY OF COMAL

§  
§

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### **AGREEMENT BY AND BETWEEN THE NEW BRAUNFELS INDUSTRIAL DEVELOPMENT CORPORATION AND HD SUPPLY FACILITIES MAINTENANCE, LTD.**

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#### Authority

This Agreement is made under the authority of TX CIV ST Art. 5190.6 and other related economic development statutes.

#### Parties

This Agreement is made and entered into by and between HD Supply Facilities Maintenance, Ltd. (now known as Hughes MRO, Ltd.), a Florida limited partnership, duly authorized to transact business in Texas ("Home Depot") and the New Braunfels Industrial Development Corporation, a Non-Profit Corporation of the State of Texas ("IDC"), and shall be effective when duly executed by signature of the authorized representatives of both Home Depot and IDC ("Effective Date").

#### Preamble

WHEREAS, City of New Braunfels has previously determined that the creation of a Neighborhood Empowerment Zone ("NEZ") would promote an increase in economic development in the zone; and

WHEREAS, the IDC has authorized its President to enter into an agreement with HD Supply Facilities Maintenance, Ltd. to increase an existing call center at the Project Location (described below) located in the NEZ, which new project it is estimated will create at least 47 new permanent jobs over and above the previous 343 jobs Home Depot committed when the facility is fully operational (the "Project"), and will promote state and local economic development and stimulate business and commercial activity in New Braunfels; and

WHEREAS, IDC believes that HD Supply Facilities Maintenance, Ltd. will have a positive economic effect on the City of New Braunfels;

NOW THEREFORE, in view of the above and foregoing, and in consideration of the

mutual agreements herein contained, Home Depot and IDC hereby agree as follows:

### **Terms**

In consideration for the mutual promises and covenants given and the mutual benefits received, which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Home Depot agrees to increase by 47 the number of permanent jobs at its customer contact center located at 1511 E. Common Street, New Braunfels, Texas 78133 ("Project Location") from the current commitment of 343 to a new commitment of at least 390 people by the end of the tenth year of operation.
2. Home Depot agrees that it will provide IDC, on a monthly basis, a copy of any financial report that Home Depot will submit to the Comptroller of the State of Texas ("Comptroller") relating to Home Depot's remission of sales taxes collected in the City of New Braunfels as a result of the operation of the customer contact center described in Paragraph 1. above (the "Report"). Additionally, Home Depot hereby consents to the State of Texas releasing these monthly reported figures along with any State audit adjustments to IDC, and IDC hereby consents to keep this information "Confidential" in accordance with the Texas Tax Code, including, without limitation, Section 151.027 and to the extent allowed by law.
3. IDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the City of New Braunfels from the Comptroller which is verifiably connected to Home Depot's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").
4. IDC agrees that it will continue the Rebate for a period of ten years ("Rebate Period"), commencing on the date IDC first receives sales tax revenue from the Comptroller relating to the activities covered by this Agreement, or on April 1, 2007, whichever occurs earlier ("Commencement Date"). Notwithstanding the foregoing, if the amount of sales tax revenue generated by this Agreement should exceed \$5 million during the Rebate Period, such Rebate Period shall be automatically extended for an additional ten (10) year period without further action by either party ("Extended Rebate Period"). However, should the state legislature enact future legislation which would limit the duration of the Extended Rebate Period, then such Extended Rebate Period shall be automatically modified by such legislation as applicable without further action by either party. However, in no event shall the initial Rebate Period be subject to any such modification.
5. Default and Recapture:

- a. This Agreement may be terminated if Home Depot refuses, fails or neglects to substantially comply with any of the terms of this Agreement or, if any representation made by Home Depot is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by IDC to Home Depot.
- b. If IDC terminates this Agreement as a result of Home Depot's default as set out in Paragraph 5a. above, the Rebate will be immediately abolished and sales tax will be due for the entire tax year in which termination occurred and no rebate shall accrue for all tax years thereafter.
- c. If during the term of this Agreement, Home Depot should discontinue substantially all of its customer contact center operations described in Paragraph 1 above, then IDC shall have the right to recapture sales taxes for the entire tax year in which such discontinuance occurs and terminate this Agreement.
- d. In the event of termination, a bill for the total amounts due will be sent to Home Depot, and Home Depot agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalty and interest will accrue if Home Depot fails to timely pay the bill. Nothing in this Agreement shall preclude Home Depot from disputing the bill.

6. Miscellaneous

- a. Assignment. Home Depot may assign this Agreement without IDC's written consent however any such assignment shall not relieve Home Depot of its obligations under this Agreement. IDC may only assign this Agreement with Home Depot's express written consent.
- b. Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person, by fax or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to IDC or Home Depot at the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:



Home Depot: Mr. Ross Tanner  
Director, Real Estate & Support Services  
HD Supply Facilities Maintenance, Ltd.  
10641 Scripps Summit Court  
San Diego, California 92131

Fax: (858) 831-2458

With a copy to:

John S. Torigian, Esq.  
Krell & Torigian  
1600 Smith Street, Suite 3885  
Houston, Texas 77002

Fax: (713) 951-7611

IDC Mr. Matthew Harrison  
President  
New Braunfels Industrial Development  
Corporation  
P.O. Box 311747  
New Braunfels, Texas 78131-1747

Fax: (830) 608-2109

Either party may designate a different address or fax number by giving the other party written notice.

- c. Binding Agreement. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- d. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- e. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The State of Texas shall have jurisdiction over this Agreement and the parties hereto, and venue of

any legal action filed by either IDC or Home Depot shall be in Comal County, Texas.

- f. Severability. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- g. Execution. IDC executes this Agreement by and through its President, Matthew Harrison. Home Depot executes this Agreement by and through its Vice President of Facilities Maintenance/MRO, Brett A. Brown. The parties further agree that this Agreement may be executed in multiple counterparts, each of which shall be considered an original.

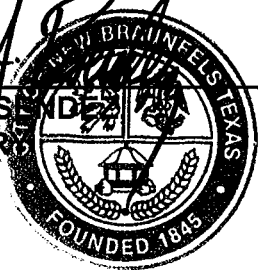
NEW BRAUNFELS INDUSTRIAL  
DEVELOPMENT CORPORATION:

December 1, 2006  
DATE

Matthew Harrison  
PRESIDENT: MATTHEW HARRISON

ATTEST:

Michael A. Resendez  
MICHAEL A. RESENDEZ  
CITY SECRETARY



HD SUPPLY FACILITIES  
MAINTENANCE, LTD. (now known as  
Hughes MRO, Ltd.):

HUGHES MRO, LTD.:

By: HD Supply GP & Management,  
Inc., its General Partner

By: Brett Brown  
Brett Brown  
Vice President, Facilities  
Maintenance/MRO

Date: 12/5, 2006

## EXHIBIT C

### FIRST AMENDMENT TO THE CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION AND HD SUPPLY FACILITIES MAINTENANCE, LTD.

This First Amendment is made by and between the New Braunfels Economic Development Corporation, a non-profit corporation of the State of Texas, formerly known as the New Braunfels Industrial Development Corporation, hereinafter referred to "EDC", and HD Supply Facilities Maintenance, Ltd., a Florida limited partnership, duly authorized to transact business in Texas ("Company"), acting by and through its officers:

#### WITNESSETH:

#### I.

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

WHEREAS, the global pandemic brought about by COVID-19 has resulted in federal, state and local emergency actions that have resulted in significant economic hardship for local businesses; and

WHEREAS, mandatory business closings, social distancing restrictions, and business occupancy restrictions have led to significant business interruptions and decreased revenue for local small businesses; and

WHEREAS, the original contract was entered into between the above named parties and executed on the 5<sup>th</sup> of December, 2006; and

WHEREAS, the original Contract was renewed for an additional ten years in 2015 and will continue to be in effect through December 2026; and

WHEREAS, by this Amendment to the original contract, the EDC will assume a portion of the obligation of the City of New Braunfels to Company under the original contract for fiscal years 2020 and 2021, and the EDC will enable the City of New Braunfels to fund the proposed COVID-19 Small Business Resource Grant Program; and

WHEREAS, the proposed COVID-19 Small Business Resource Grant Program will serve as a source of capital for New Braunfels small businesses that experienced significant business interruptions due to the COVID-19 pandemic.

NOW, THEREFORE, in consideration of the foregoing and of their respective covenants and agreements set forth herein, EDC and Company agree as follows:

#### AMENDMENT:

#### II.

1. Section 3 of the Contract is hereby deleted and replaced with the following:

For fiscal years 2020 and 2021, EDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, one-hundred percent (100%) of the sales tax revenue received by the EDC via the City of New Braunfels from the Comptroller which is verifiably connected to Company's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").

For fiscal years 2022 through the end of this Contract, EDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the EDC via the City of New Braunfels from the Comptroller which is verifiably connected to Company's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").

2. All references to New Braunfels Industrial Development Corporation and IDC are hereby deleted and replaced with New Braunfels Economic Development Corporation and EDC respectively.

3. Except as modified by this Amendment, the Contract as previously extended through December 2026 and all terms, covenants, conditions and agreements contained therein are hereby in all respects ratified, confirmed and approved, and shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed in multiple original counterparts, but being one and the same instrument, effective as of the 8 day of August 2020.

CITY OF NEW BRAUNFELS ECONOMIC  
DEVELOPMENT CORPORATION

By: Kathy A. Meurin  
Kathy A. Meurin (Aug 11, 2021 15:56 CDT)  
~~Neal Linnartz, President~~

Kathy Meurin

ATTEST:

APPROVED AS TO FORM:

James B. Poage  
James B. Poage (Aug 17, 2021 16:40 CDT)

Jim Poage, Corporate Secretary

Valeria M. Acevedo

Valeria Acevedo, City Attorney

HD Supply GP & Management, Inc.

By: [Signature]  
Chief Financial Officer

## EXHIBIT D

### SECOND AMENDMENT TO THE CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION AND HD SUPPLY FACILITIES MAINTENANCE, LTD.

This Second Amendment is made by and between the New Braunfels Economic Development Corporation, a non-profit corporation of the State of Texas, hereinafter referred to "EDC", and HD Supply Facilities Maintenance, Ltd., a Florida limited partnership, duly authorized to transact business in Texas ("Company"), acting by and through its officers:

#### WITNESSETH:

WHEREAS, on January 31, 2005, The Home Depot Supply, Inc. entered into a Performance Agreement with the NBEDC (formerly the NBIDC) ("Contract") that promised creation of 120 jobs in the first year of operation of its facility in New Braunfels at 1511 E. Common St., and 343 jobs by the end of the tenth year of operation (Exhibit A); and

WHEREAS, on December 5, 2006, the Contract was amended to increase the number of jobs from 343 to 390, it included the Extended Rebate Period provision, and changed the name of the Company from The Home Depot Supply, Inc. to HD Supply Facilities Maintenance, Ltd. (Exhibit B); and

WHEREAS, the Contract, as amended, was automatically renewed by its terms from December 5, 2016 for an additional ten years with the EDC continuing to rebate to the Company its share of sales tax until December 5, 2026; and

WHEREAS, by the First Amendment executed in 2020 (Exhibit C), the New Braunfels Economic Development Corporation assumed a portion of the City's obligation to Company under the original contract so that the City of New Braunfels could launch and fund a COVID-19 Small Business Resource Grant Program, as a source of capital for New Braunfels small businesses that experienced significant business interruptions due to the COVID-19 pandemic; and

WHEREAS, the parties have each fully performed all of their respective obligations pursuant to the Contract, as amended, through the date of this Second Amendment; and

WHEREAS, the Company has indicated that their business processes may change, effective February 1<sup>st</sup>, 2022, in such a way that intrastate sales may no longer be sourced to the New Braunfels customer control center; and

WHEREAS, given the Company's decision, the Company has offered to abate the sales tax sharing agreement effective December 1, 2021, for the EDC's financial benefit in advance of the Company's change in business process; and

WHEREAS, the parties now seek to enter into a Second Amendment to the Contract agreement, as amended, which will abate certain obligations of the parties until the agreement terminates by its terms on December 5, 2026, or until the parties mutually agree in writing to cease the abatement, whichever occurs first.

NOW, THEREFORE, in consideration of the payment of \$10.00 and other good and valuable consideration including without limitation the foregoing recitals and of the respective covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, EDC and Company agree as follows:



SECOND AMENDMENT:

1. The following amendments are incorporated into and made part of the original agreement (Exhibit A) and all amendments thereto. By this amendment, the parties agree to abate all obligations by either party effective December 1, 2021, SAVE AND EXCEPT for the EDC's obligation to pay the Rebate to the Company earned through December 1, 2021, when it is received from the Comptroller subsequently. Without limiting the scope of the abatement, the parties agree to abate paragraphs 3 and 4 of the Contract until the Contract terminates on December 5, 2026, or until the parties mutually agree by written agreement to resume their respective obligations, whichever occurs sooner. All obligations by either party are hereby abated effective December 1, 2021, including, without limitation the following EDC obligations:
  3. EDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the City of New Braunfels from the Comptroller which is verifiably connected to Home Depot's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").
  4. EDC agrees that it will continue the Rebate for a period of ten years ("Rebate Period"), commencing on the date EDC first receives sales tax revenue from the Comptroller relating to the activities covered by this Agreement, or on April 1, 2007, whichever occurs earlier (Commencement Date"). Notwithstanding the foregoing, if the amount of sales tax revenue generated by this Agreement should exceed \$5 million during the Rebate Period, such Rebate Period shall be automatically extended for an additional ten (10) year period without further action by either party ("Extended Rebate Period"). However, should the state legislature enact future legislation which would limit the duration of the Extended Rebate Period, then such Extended Rebate Period shall be automatically modified by such legislation as applicable without further action by either party. However, in no event shall the initial Rebate Period be subject to any such modification.
2. Except as modified by this amendment, the Contract, as amended, and previously extended through December 5, 2026, and all terms, covenants, conditions, and agreements contained therein not modified above shall in all respects remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, this amendment is executed in multiple original counterparts, but being one and the same instrument, effective as of the \_\_\_\_ day of \_\_\_\_\_ 2022.

CITY OF NEW BRAUNFELS ECONOMIC  
DEVELOPMENT CORPORATION

By: Kathy A. Meurin  
Kathy A. Meurin (Mar 13, 2022 11:04 CDT)  
Kathy Meurin, *President*

ATTEST:

James B. Poage  
James B. Poage (Mar 19, 2022 12:24 CDT)  
Jim Poage, *Corporate Secretary*

APPROVED AS TO FORM:

Valeria M. Acevedo  
Valeria Acevedo, *City Attorney*

HD SUPPLY FACILITIES MAINTENANCE,  
LTD., a Florida limited partnership.

By: 

Name: \_\_Brad Paulsen\_\_

Title: \_\_President\_\_

7/28/2025

Agenda Item No. K)

**PRESENTER:**

Jared Werner, Assistant City Manager

**SUBJECT:**

Approval of a resolution amending the Chapter 380 Economic Development Agreement between the City of New Braunfels, TX and HD Supply Facilities Maintenance, Ltd.

**DEPARTMENT:** Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

In January 2005, The Home Depot Supply, Inc. entered into a Performance Agreement with the NBEDC (formerly the NBIDC) which promised creation of 120 jobs within the first year of operation in New Braunfels and increasing to 343 jobs after ten years. In December 2006, the Contract was amended to increase the number of jobs required after ten years to 390 and to revise the company's name to HD Supply Facilities Maintenance, Ltd. At this same time, the City of New Braunfels entered into a Chapter 380 Agreement with HD Supply reflecting the same 390 job commitment and other similar obligations as the NBEDC Agreement.

In December 2016 the 380 Agreement was renewed for an additional ten years and the City planned to rebate to HD Supply Facilities Maintenance, Ltd. its share of sales tax until December 2026. A First Amendment, executed in 2020, allowed the NBEDC to assume a portion of the City's sales tax rebate obligation in order for the City to launch and fund a COVID-19 Small Business Resource Grant Program to assist a multitude of community small businesses during the pandemic.

In late 2021, HD Supply Facilities Maintenance, Ltd. experienced business process changes that no longer allowed for interstate sales to be sourced to New Braunfels - a change that abated certain obligations of both parties via a Second Amendment.

At present, HD Supply Facilities Maintenance, Ltd. has implemented changes which now allow for a majority of the interstate sales to be sourced to the New Braunfels center once again and a Third Amendment is required to reactivate the agreement.

The Third Amendment includes:

- Extending the Contract to December 5, 2036
- Reduce the City's sales tax rebate from 50% to 33.3% with the NBEDC supporting the reduced contribution by the City

The NBEDC voted to approve the Third Amendment to their contract with HD Supply Facilities Maintenance, Ltd. at its July 17, 2025 meeting.

**ISSUE:**

HD Supply's recent business process changes now allow for sales to be sourced to New Braunfels and a Third Amendment is required to reactivate a prior agreement between the parties.



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**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

Reducing the City's contribution to the sales tax rebate from 50.0% to 33.3% results in additional sales tax proceeds for the City's General Fund to enhance overall City services.

**RECOMMENDATION:**

Staff recommends approval of the Third Amendment to the Contract between the City of New Braunfels and HD Supply Facilities Maintenance, Ltd.

**THIRD AMENDMENT TO THE  
CONTRACT BETWEEN THE CITY OF NEW BRAUNFELS AND HD SUPPLY  
FACILITIES MAINTENANCE, LTD.**

This Third Amendment is made by and between the City of New Braunfels, a home-rule City and a municipal corporation of the State of Texas, hereinafter referred to “CITY”, and HD Supply Facilities Maintenance, Ltd., a division of The Home Depot, duly authorized to transact business in Texas (“Company”), acting by and through its officers:

W I T N E S S E T H:

WHEREAS, on January 31, 2005, The Home Depot Supply, Inc. entered into a Performance Agreement with the NBEDC (formerly the NBIDC) that promised creation of 120 jobs in the first year of operation of its facility in New Braunfels at 1511 E. Common St., and 343 jobs by the end of the tenth year of operation (Exhibit A); and

WHEREAS, on December 5, 2006, the Contract was amended to increase the number of jobs from 343 to 390, it included the Extended Rebate Period provision, and changed the name of the Company from The Home Depot Supply, Inc. to HD Supply Facilities Maintenance, Ltd. (Exhibit B); and

WHEREAS, on December 4, 2006, the City of New Braunfels entered into a Chapter 380 Agreement (“Contract”) with the Company that reflected the same 390 job commitment, and other similar obligations as those contained in the Performance Agreement with the NBEDC; and

WHEREAS, the Contract was automatically renewed by its terms from December 5, 2016 for an additional ten years with the City continuing to rebate to the Company its share of sales tax until December 5, 2026; and

WHEREAS, by the First Amendment executed in 2020 (Exhibit C), the New Braunfels Economic Development Corporation assumed a portion of the City’s obligation to Company under the original contract so that the City of New Braunfels could launch and fund a COVID-19 Small Business Resource Grant Program, as a source of capital for New Braunfels small businesses that experienced significant business interruptions due to the COVID-19 pandemic; and

WHEREAS, the Second Amendment to the Contract executed in 2021 (Exhibit D), resulted from business process changes that no longer allowed for intrastate sales to be sourced to the New Braunfels customer contact center, abated certain obligations of the parties until the agreement terminates by its terms on December 5, 2026, or the parties mutually agree in writing to cease the abatement, whichever occurs first.

WHEREAS, the parties have each fully performed all of their respective obligations pursuant to the Contract, as amended, through the date of this Second Amendment; and

WHEREAS, the Company has now implemented additional changes that will allow a

majority of the Company's intrastate sales to be sourced to the New Braunfels customer control center once again; and

WHEREAS, the Company has requested to terminate the abatement in accordance with the Second Amendment to the Contract, that the parties resume their obligations to each other pursuant to the Contract, as amended, and additionally the parties have agreed to an extension of the contract for an additional ten-year period, expiring on December 5, 2036, subject to further extension by agreement; and

WHEREAS, the CITY has also proposed that the EDC assume a portion of the City's obligation, which will result in additional sales tax proceeds for the City's General Fund to be reinvested back into the community for enhancing CITY services.

NOW, THEREFORE, in consideration of the payment of \$10.00 and other good and valuable consideration including without limitation the foregoing recitals and of their respective covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, CITY and Company agree as follows:

#### THIRD AMENDMENT:

1. The following amendments are incorporated into and made part of the original agreement (Exhibit A) and all amendments thereto. By this amendment, the parties agree to terminate the abatement which went into effect on December 1, 2021, and resume their obligations to each other pursuant to the Contract, as previously amended, including but not limited to the following additional terms:
  - The Terms section of the document, item (4) recognizes the updated expiration date of December 5, 2036 as described above.
  - The Terms section of the Contract, item (3) will be amended to reduce the CITY rebate from 50% to 33.3%, with the EDC supporting the reduced contribution by the CITY.
2. Except as modified by this amendment, the Contract, as previously amended, and previously extended through December 5, 2026, all other terms, covenants, conditions, and agreements contained therein not modified above shall in all respects remain unchanged and continue in full force and effect.
3. This contract will not take effect until the NBEDC agreement is executed by the NBEDC and approved by the City Council.
4. To the extent there exists a conflict or ambiguity among the provisions of the Third Amendment and the provisions of the original contract, First Amendment and Second Amendment, the provisions of the Third Amendment shall control.

IN WITNESS WHEREOF, this amendment is executed in multiple original counterparts, but being one and the same instrument, effective as of the 28<sup>th</sup> day of July, 2025.

CITY OF NEW BRAUNFELS

By: \_\_\_\_\_  
Robert Camareno, *City Manager*

APPROVED AS TO FORM:

\_\_\_\_\_  
Valeria Acevedo, *City Attorney*

HD SUPPLY FACILITIES  
MAINTENANCE, LTD.,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Before me, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to be to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as the act of the HD SUPPLY FACILITIES MAINTENANCE, LTD., for the purposes and consideration therein expressed.

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

## Exhibit A

STATE OF TEXAS  
COUNTY OF COMAL

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### **AGREEMENT BY AND BETWEEN THE NEW BRAUNFELS INDUSTRIAL DEVELOPMENT CORPORATION AND THE HOME DEPOT SUPPLY, INC.**

---

#### Authority

This Agreement is made under the authority of TX CIV ST Art. 5190.6.

#### Parties

This Agreement is made and entered into by and between The Home Depot Supply, Inc., a Texas Corporation, duly authorized to transact business in Texas ("Home Depot") and the New Braunfels Industrial Development Corporation, a Non-Profit Corporation of the State of Texas, ("IDC") , and shall be effective when duly executed by signature of the authorized representatives of both Home Depot and IDC ("Effective Date")

#### Preamble

WHEREAS, City of New Braunfels has previously determined that the creation of a Neighborhood Empowerment Zone would promote an increase in economic development in the zone; and

WHEREAS, the City of New Braunfels by Resolution No.2004-R73 has designated a certain area within the City's jurisdiction as Neighborhood Empowerment Zone ("NEZ") as authorized by the Texas Local Government Code, Chapter 378, section 378.002 and represents to Home Depot that its proposed customer contact center will be located in the NEZ; and

WHEREAS, the City of New Braunfels has previously found that the creation of the Neighborhood Empowerment Zone benefits and is for the public purpose of increasing the public health, safety, and welfare of the persons of the City of New Braunfels;

WHEREAS, the parties agree that each will benefit by Home Depot's customer contact center being located the previously created Neighborhood Empowerment Zone; and

Home Depo Supply 4B Contract FINAL

WHEREAS, IDC believes that The Home Depot Supply, Inc. will have a positive economic effect on the City of New Braunfels;

NOW THEREFORE, in view of the above and foregoing, and in consideration of the mutual agreements herein contained, Home Depot and IDC hereby agree as follows

### Terms

In consideration for the mutual promises and covenants given and the mutual benefits received, which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Home Depot agrees to establish a customer contact center located at 1511 E. Common Street, New Braunfels, Texas 78133, as more particularly described on Exhibit "A" attached hereto ("Project Location") that will employ 120 people by the end of the first year of operation and will employ at least 343 people by the end of the tenth year of operation.
2. Home Depot agrees that it will provide IDC, on a monthly basis, a copy of any financial report that Home Depot will submit to the Comptroller of the State of Texas ("Comptroller") relating to Home Depot's remission of sales taxes collected in the City of New Braunfels as a result of the operation of the customer contact center described in Paragraph 1. above (the "Report"). Additionally, Home Depot hereby consents to the State of Texas releasing these monthly reported figures along with any State audit adjustments to IDC, and IDC hereby consents to keep this information "Confidential" in accordance with the Texas Tax Code, including, without limitation, Section 151.027 and to the extent allowed by law.
3. IDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the City of New Braunfels from the Comptroller which is verifiably connected to Home Depot's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").
4. IDC agrees that it will continue the Rebate for a period of ten years ("Rebate Period"), commencing on the date IDC first receives sales tax revenue from the Comptroller relating to the activities covered by this Agreement, or on April 1, 2006, whichever occurs earlier ("Commencement Date").
5. Default and Recapture:
  - a. This Agreement may be terminated if Home Depot refuses, fails or neglects to substantially comply with any of the terms of this Agreement or if any representation made by Home Depot is false or misleading in

Home Depot Supply 4B Contract FINAL

any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by IDC to Home Depot.

- b. If IDC terminates this Agreement as a result of Home Depot's default as set out in Paragraph 5a. above, the Rebate will be immediately abolished and sales tax will be due for the entire tax year in which termination occurred and no rebate shall accrue for all tax years thereafter.
- c. If during the term of this Agreement, Home Depot should discontinue substantially all of its customer contact center operations described in Paragraph 1 above, then IDC shall have the right to recapture sales taxes for the entire tax year in which such discontinuance occurs and terminate this Agreement.
- d. In the event of termination, a bill for the total amounts due will be sent to Home Depot, and Home Depot agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalty and interest will accrue if Home Depot fails to timely pay the bill. Nothing in this Agreement shall preclude Home Depot from disputing the bill.

6. Miscellaneous

- a. Assignment. Home Depot may assign this Agreement without IDC's written consent however any such assignment shall not relieve Home Depot of its obligations under this Agreement. IDC may only assign this Agreement with Home Depot's express written consent.
- b. Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person, by fax or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to IDC or Home Depot at the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

Home Depot: Mr. Ross Tanner  
Director, Real Estate & Support Services  
The Home Depot Supply, Inc.  
10641 Scripps Summit Court  
San Diego, California 92131

Fax: (858) 831-2458

Home Depot Supply 4B Contract FINAL

With a copy to:

John S. Torigian, Esq.  
Krell & Torigian  
1600 Smith Street, Suite 3885  
Houston, Texas 77002

Fax: (713) 951-7611

IDC

Mr. Matthew Harrison, President  
New Braunfels Industrial Development  
Corporation  
P.O. Box 311747  
New Braunfels, Texas 78131-1747

Fax: (830) 608-2109

Either party may designate a different address or fax number by giving the other party written notice.

- c. Binding Agreement. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- d. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- e. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The State of Texas shall have jurisdiction over this Agreement and the parties hereto, and venue of any legal action filed by either IDC or Home Depot shall be in Comal County, Texas.
- f. Severability. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.



- g. Execution. IDC executes this Agreement by and through its President, Matthew Harrison. Home Depot executes this Agreement by and through its President, Lewis Klessel. The parties further agree that this Agreement may be executed in multiple counterparts, each of which shall be considered an original.

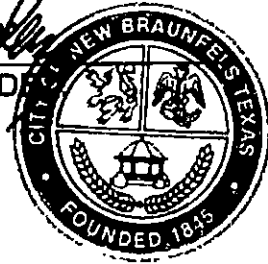
**NEW BRAUNFELS INDUSTRIAL  
DEVELOPMENT CORPORATION:**

January 31, 2004  
DATE

Matthew Harrison  
PRESIDENT: MATTHEW HARRISON

ATTEST

Michael A. Resendez  
MICHAEL A. RESENDEZ  
CITY SECRETARY



**THE HOME DEPOT SUPPLY, INC:**

March 25, 2004  
DATE

Lewis Klessel  
PRESIDENT: LEWIS KLESSEL

## EXHIBIT "A"

9.040 acres (393,780 sq. ft.) of land located in the City of New Braunfels, Comal County, Texas, and being out of the Henry Foster Survey No. 34, Abstract No. 154, Comal County, Texas, and being 7.616 acres out of a 31.695 acre tract of land as conveyed by Deed of Gift from Bruno Voges, ET UX to Mildred Bartels, ET AL., executed on April 1, 1982, and recorded in Volume 325, Pages 869-871 of the Deed Records of Comal County, Texas, and being 0.359 of an acre of land out of an 1.596 acre tract as conveyed by Deed of Gift from Bruno Voges ET UX to Mildred Voges Bartels executed on July 29, 1968 and recorded in Volume 164, Pages 464-465 of the Deed Records of Comal County, Texas, and being 0.638 of an acre of land out of a 2.128 acre tract as conveyed by Deed of Gift from Bruno Voges ET UX to Jerome B. Voges, executed on July 24, 1968 and recorded in Volume 164, Pages 570-571 of the Deed Records of Comal County, Texas, and also being 0.427 of an acre of land out of an 1.596 acre tract as conveyed by Deed of Gift from Bruno Voges ET UX to Jerald Dean Voges, executed on July 29, 1968 and recorded in Volume 164, Pages 527-528 of the Deed Records of Comal County, Texas, said 9.040 acres (393,780 sq. ft.) of land being more particularly described as follows

Beginning at a found 1/2" iron pin in the Northwest Right of Way Line of Common Street and being the Southernmost corner of a 1.254 acre tract as recorded in Document No. 9606013930 of the Official Public Records of Comal County, Texas, and being the following courses from a set 1/2" iron pin with plastic cap at the cutback point in the Northwest Right of Way Line of Common Street:

NORTH 51 deg. 17' 57" East, (all bearings in this description are referenced to Grid North of the Texas Coordinate System, Zone 4204, NAD 83 (93), a distance of 151.30 feet to a set 1/2" iron pin with plastic cap being an angle point, North 55 deg. 30' 21" East, a distance of 425.47 feet and North 56 deg. 16' 14" East, a distance of 21.28 feet to said 1/2" iron pin,

Thence, the following courses along the Southeast line of this parcel and the Northwest Right of Way Line of Common Street:  
(1) SOUTH 56 deg. 16' 14" West, a distance of 21.28 feet to a set 1/2" iron pin with plastic cap being an angle point; and  
(2) SOUTH 55 deg. 30' 21" West, a distance of 323.59 feet to a set

1/2" iron pin with plastic cap being the Southernmost corner of this parcel;

Thence,

(3) NORTH 33 deg. 49' 53" West, a distance of 757.79 feet along the Southwest line of this parcel to a set 1/2" iron pin with plastic cap being the Westernmost corner of this parcel;

Thence,

(4) NORTH 56 deg. 10' 07" East, a distance of 666.74 feet along the Northwest line of this parcel to a set 1/2" iron pin with plastic cap being the Northernmost corner of this parcel;

Thence,

(5) SOUTH 44 deg. 18' 03" East, a distance of 400.00 feet along the Northeast line of this parcel to a found 1/2" iron pin being the Easternmost corner of this parcel and being the Westernmost corner of LOT 1, NORTHEAST SUBDIVISION as recorded in Volume 11, Page 145 of the Map and Plat Records of Comal County, Texas;

Thence, the following courses along the Southeast line of this parcel and said 31.695 acre tract and the Northwest line of a 1.194 acre tract as recorded in Volume 941, Pages 481-483 of the Official Public Records of Comal County, Texas and TRACT ONE and TRACT TWO as recorded in Document No. 9606013930 of the Official Public Records of Comal County, Texas:

(6) SOUTH 59 deg. 34' 18" West, a distance of 41.13 feet to a set 1/2" iron pin with plastic cap being an angle point;  
(7) SOUTH 58 deg. 52' 23" West, a distance of 224.48 feet to a set 1/2" iron pin with plastic cap being an angle point; and  
(8) SOUTH 58 deg. 48' 44" West, a distance of 150.13 feet to a found 1/2" iron pin being the interior corner of this parcel and said 31.695 acre tract and the Westernmost corner of said TRACT ONE;

Thence,

(9) SOUTH 36 deg. 56' 25" East, a distance of 381.26 feet along the Northeast line of this parcel and said 31.695 acre tract and the Southwest line of said TRACT ONE to a found 1/2" iron pin being the POINT OF BEGINNING, and containing 9.040 acres (393,780 sq. ft.) of land.

## Exhibit B

STATE OF TEXAS  
COUNTY OF COMAL

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**AGREEMENT BY AND BETWEEN  
THE CITY OF NEW BRAUNFELS, TEXAS AND HD SUPPLY  
FACILITIES MAINTENANCE, LTD.**

---

### Authority

This Agreement is made under the authority of Chapter 380 of the Local Government Code of the State of Texas.

### Parties

This Agreement is made and entered into by and between HD Supply Facilities Maintenance, Ltd. (now known as Hughes MRO, Ltd.), a Florida limited partnership, duly authorized to transact business in Texas ("Home Depot") and the City of New Braunfels, a Municipal Corporation and a home-rule city in Comal and Guadalupe Counties, Texas ("City"), and shall be effective when duly executed by signature of the authorized representatives of both Home Depot and City ("Effective Date").

### Preamble

WHEREAS, City has previously determined that the creation of a Neighborhood Empowerment Zone would promote an increase in economic development in the zone; and

WHEREAS, the City has authorized the City Manager to enter into an agreement with HD Supply Facilities Maintenance, Ltd. to increase an existing call center at the Project Location (described below), which new project it is estimated will create at least 47 new permanent jobs over and above the previous 343 jobs Home Depot committed when the facility is fully operational (the "Project"), and will promote state and local economic development and stimulate business and commercial activity in New Braunfels; and

WHEREAS, City believes that HD Supply Facilities Maintenance, Ltd. will have a positive economic effect on the City of New Braunfels;

NOW THEREFORE, in view of the above and foregoing, and in consideration of the

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mutual agreements herein contained, Home Depot and City hereby agree as follows:

### **Terms**

In consideration for the mutual promises and covenants given and the mutual benefits received, which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Home Depot agrees to increase by 47 the number of permanent jobs at its customer contact center located at 1511 E. Common Street, New Braunfels, Texas 78133 ("Project Location") from the current commitment of 343 to a new commitment of at least 390 people by the end of the tenth year of operation.
2. Home Depot agrees that it will provide City, on a monthly basis, a copy of any financial report that Home Depot will submit to the Comptroller of the State of Texas ("Comptroller") relating to Home Depot's remission of sales taxes collected in the City of New Braunfels as a result of the operation of the customer contact center described in Paragraph 1. above (the "Report"). Additionally, Home Depot hereby consents to the State of Texas releasing these monthly reported figures along with any State audit adjustments to the City, and the City hereby consents to keep this information "Confidential" in accordance with the Texas Tax Code, including, without limitation, Section 151.027 and to the extent allowed by law.
3. The City agrees to pay Chapter 380 payments as follows: The City will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the City of New Braunfels from the Comptroller which is verifiably connected to Home Depot's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").
4. The City agrees that it will continue the Rebate for a period of ten years ("Rebate Period"), commencing on the date the City first receives sales tax revenue from the Comptroller relating to the activities covered by this Agreement, or on April 1, 2007, whichever occurs earlier ("Commencement Date"). Notwithstanding the foregoing, if the amount of sales tax revenue generated by this Agreement should exceed \$10 million during the Rebate Period, such Rebate Period shall be automatically extended for an additional ten (10) year period without further action by either party ("Extended Rebate Period"). However, should the state legislature enact future legislation which would limit the duration of the Extended Rebate Period, then such Extended Rebate Period shall be automatically modified by such legislation as applicable without further action by either party. However, in no event shall the initial Rebate Period be subject to any such modification.
5. Default and Recapture:

- a. This Agreement may be terminated if Home Depot refuses, fails or neglects to substantially comply with any of the terms of this Agreement or, if any representation made by Home Depot is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by the City to Home Depot.
- b. If the City terminates this Agreement as a result of Home Depot's default as set out in Paragraph 5a. above, the Rebate will be immediately abolished and sales tax will be due for the entire tax year in which termination occurred and no rebate shall accrue for all tax years thereafter.
- c. If during the term of this Agreement, Home Depot should discontinue substantially all of its customer contact center operations described in Paragraph 1 above, then the City shall have the right to recapture sales taxes for the entire tax year in which such discontinuance occurs and terminate this Agreement.
- d. In the event of termination, a bill for the total amounts due will be sent to Home Depot, and Home Depot agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalty and interest will accrue if Home Depot fails to timely pay the bill. Nothing in this Agreement shall preclude Home Depot from disputing the bill.

6. Miscellaneous

- a. Assignment. Home Depot may assign this Agreement without the City's written consent however any such assignment shall not relieve Home Depot of its obligations under this Agreement. City may only assign this Agreement with Home Depot's express written consent.
- b. Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person, by fax or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to the City or Home Depot at the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

Home Depot:                      Mr. Ross Tanner  
   Director, Real Estate & Support Services

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HD Supply Facilities Maintenance, Ltd.  
10641 Scripps Summit Court  
San Diego, California 92131

Fax: (858) 831-2458

With a copy to:

John S. Torigian, Esq.  
Krell & Torigian  
1600 Smith Street, Suite 3885  
Houston, Texas 77002

Fax: (713) 951-7611

City: City Manager  
City of New Braunfels  
P.O. Box 311747  
New Braunfels, Texas 78131-1747

Fax: (830) 608-2109

Either party may designate a different address or fax number by giving the other party written notice.

- c. Binding Agreement. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- d. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- e. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The State of Texas shall have jurisdiction over this Agreement and the parties hereto, and venue of any legal action filed by either the City or Home Depot shall be in Comal County, Texas.
- f. Severability. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if

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such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

- g. Execution. The City executes this Agreement by and through the City Manager acting under the Order and authorization of the City Council of the City of new Braunfels, Texas. Home Depot executes this Agreement by and through its Vice President of Facilities Maintenance/MRO, Brett A. Brown. The parties further agree that this Agreement may be executed in multiple counterparts, each of which shall be considered an original.

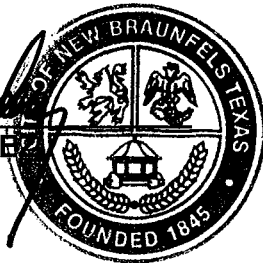
CITY OF NEW BRAUNFELS, TEXAS:

12/4, 2006  
DATE

[Signature]  
MICHAEL MORRISON, CITY  
MANAGER

ATTEST:

[Signature]  
MICHAEL A. RESENDEZ  
CITY SECRETARY



HD SUPPLY FACILITIES  
MAINTENANCE, LTD. (now known as  
Hughes MRO, Ltd.):

HUGHES MRO, LTD.:

By: HD Supply GP & Management,  
Inc., its General Partner

By: [Signature]  
Brett Brown  
Vice President, Facilities  
Maintenance/MRO

Date: 12/5, 2006



## Exhibit C

### FIRST AMENDMENT TO THE CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION AND HD SUPPLY FACILITIES MAINTENANCE, LTD.

This First Amendment is made by and between the New Braunfels Economic Development Corporation, a non-profit corporation of the State of Texas, formerly known as the New Braunfels Industrial Development Corporation, hereinafter referred to "EDC", and HD Supply Facilities Maintenance, Ltd., a Florida limited partnership, duly authorized to transact business in Texas ("Company"), acting by and through its officers:

#### WITNESSETH:

#### I.

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

WHEREAS, the global pandemic brought about by COVID-19 has resulted in federal, state and local emergency actions that have resulted in significant economic hardship for local businesses; and

WHEREAS, mandatory business closings, social distancing restrictions, and business occupancy restrictions have led to significant business interruptions and decreased revenue for local small businesses; and

WHEREAS, the original contract was entered into between the above named parties and executed on the 5<sup>th</sup> of December, 2006; and

WHEREAS, the original Contract was renewed for an additional ten years in 2015 and will continue to be in effect through December 2026; and

WHEREAS, by this Amendment to the original contract, the EDC will assume a portion of the obligation of the City of New Braunfels to Company under the original contract for fiscal years 2020 and 2021, and the EDC will enable the City of New Braunfels to fund the proposed COVID-19 Small Business Resource Grant Program; and

WHEREAS, the proposed COVID-19 Small Business Resource Grant Program will serve as a source of capital for New Braunfels small businesses that experienced significant business interruptions due to the COVID-19 pandemic.

NOW, THEREFORE, in consideration of the foregoing and of their respective covenants and agreements set forth herein, EDC and Company agree as follows:

#### AMENDMENT:

#### II.

1. Section 3 of the Contract is hereby deleted and replaced with the following:

For fiscal years 2020 and 2021, EDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, one-hundred percent (100%) of the sales tax revenue received by the EDC via the City of New Braunfels from the Comptroller which is verifiably connected to Company's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").

For fiscal years 2022 through the end of this Contract, EDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the EDC via the City of New Braunfels from the Comptroller which is verifiably connected to Company's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").

2. All references to New Braunfels Industrial Development Corporation and IDC are hereby deleted and replaced with New Braunfels Economic Development Corporation and EDC respectively.

3. Except as modified by this Amendment, the Contract as previously extended through December 2026 and all terms, covenants, conditions and agreements contained therein are hereby in all respects ratified, confirmed and approved, and shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed in multiple original counterparts, but being one and the same instrument, effective as of the 8 day of August 2020.

CITY OF NEW BRAUNFELS ECONOMIC  
DEVELOPMENT CORPORATION

By: Kathy A. Meurin  
Kathy A. Meurin (Aug 11, 2021 15:56 CDT)  
~~Neal Linnartz, President~~

Kathy Meurin

ATTEST:

APPROVED AS TO FORM:

James B. Poage  
James B. Poage (Aug 17, 2021 16:40 CDT)

Jim Poage, Corporate Secretary

Valeria M. Acevedo

Valeria Acevedo, City Attorney

HD Supply GP & Management, Inc.

By: [Signature]  
Chief Financial Officer

## Exhibit D

### SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF NEW BRAUNFELS AND HD SUPPLY FACILITIES MAINTENANCE, LTD.

This Second Amendment is made by and between the City of New Braunfels, a home-rule City and a municipal corporation of the State of Texas, hereinafter referred to "CITY", and HD Supply Facilities Maintenance, Ltd., a Florida limited partnership, duly authorized to transact business in Texas ("Company"), acting by and through its officers:

#### W I T N E S S E T H:

WHEREAS, on January 31, 2005, The Home Depot Supply, Inc. entered into a Performance Agreement with the NBEDC (formerly the NBIDC) that promised creation of 120 jobs in the first year of operation of its facility in New Braunfels at 1511 E. Common St., and 343 jobs by the end of the tenth year of operation (Exhibit A); and

WHEREAS, on December 5, 2006, the Contract was amended to increase the number of jobs from 343 to 390, it included the Extended Rebate Period provision, and changed the name of the Company from The Home Depot Supply, Inc. to HD Supply Facilities Maintenance, Ltd. (Exhibit B); and

WHEREAS, on December 4, 2006, the City of New Braunfels entered into a Chapter 380 Agreement ("Contract") with the Company that reflected the same 390 job commitment, and other similar obligations as those contained in the Performance Agreement with the NBEDC; and

WHEREAS, the Contract was automatically renewed by its terms from December 5, 2016 for an additional ten years with the City continuing to rebate to the Company its share of sales tax until December 5, 2026; and

WHEREAS, by the First Amendment executed in 2020 (Exhibit C), the New Braunfels Economic Development Corporation assumed a portion of the City's obligation to Company under the original contract so that the City of New Braunfels could launch and fund a COVID-19 Small Business Resource Grant Program, as a source of capital for New Braunfels small businesses that experienced significant business interruptions due to the COVID-19 pandemic; and

WHEREAS, the parties have each fully performed all of their respective obligations pursuant to the Contract, as amended, through the date of this Second Amendment; and

WHEREAS, the Company has indicated that their business processes may change, effective February 1<sup>st</sup>, 2022, in such a way that intrastate sales may no longer be sourced to the New Braunfels customer control center; and

WHEREAS, given the Company's decision, the Company has offered to abate the sales tax sharing agreement effective December 1, 2021, for the CITY's financial benefit in advance of the Company's change in business process; and

WHEREAS, the parties now seek to enter into a Second Amendment to the Contract, as amended, which will abate certain obligations of the parties until the agreement terminates by its terms on December 5, 2026, or the parties mutually agree in writing to cease the abatement, whichever occurs first.



NOW, THEREFORE, in consideration of the payment of \$10.00 and other good and valuable consideration including without limitation the foregoing recitals and of their respective covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, iCITY and Company agree as follows:

#### SECOND AMENDMENT:

1. The following amendments are incorporated into and made part of the original agreement (Exhibit A) and all amendments thereto. By this amendment, the parties agree to abate all the obligations by either party effective December 1, 2021, SAVE AND EXCEPT for the City's obligation to pay the Rebate to the Company earned through December 1, 2021, when it is received from the Comptroller subsequently. Without limiting the scope of the abatement, the parties agree to abate paragraphs 3 and 4 of the Contract until the Contract terminates on December 5, 2026, or until the parties mutually agree by written agreement to resume their respective obligations, whichever occurs sooner. All obligations by either party are hereby abated effective December 1, 2021, including, without limitation the following City obligations:
  3. City agrees to pay Chapter 380 payments as follows: The City will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the City of New Braunfels from the Comptroller which is verifiably connected to Home Depot's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").
  4. The City agrees that it will continue the Rebate for a period of ten years ("Rebate Period"), commencing on the date the City first receives sales tax revenue from the Comptroller relating to the activities covered by this Agreement, or on April 1, 2007, whichever occurs earlier (Commencement Date"). Notwithstanding the foregoing, if the amount of sales tax revenue generated by this Agreement should exceed \$10 million during the Rebate Period, such Rebate Period shall be automatically extended for an additional ten (10) year period without further action by either party ("Extended Rebate Period"). However, should the state legislature enact future legislation which would limit the duration of the Extended Rebate Period, then such Extended Rebate Period shall be automatically modified by such legislation as applicable without further action by either party. However, in no event shall the initial Rebate Period be subject to any such modification.
2. Except as modified by this amendment, the Contract, as amended, and previously extended through December 5, 2026, and all other terms, covenants, conditions, and agreements contained therein not modified above shall in all respects remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, this amendment is executed in multiple original counterparts, but being one and the same instrument, effective as of the 1<sup>st</sup> day of December 2021.

CITY OF NEW BRAUNFELS

By: Robert Camareno  
Robert Camareno (Mar 14, 2022 13:19 CDT)  
 Robert Camareno, City Manager

APPROVED AS TO FORM:

*Valeria M. Acevedo*

\_\_\_\_\_  
 Valeria Acevedo, City Attorney

HD SUPPLY FACILITIES  
 MAINTENANCE, LTD., a Florida limited  
 partnership.

By: 

Name: Brad Paulsen

Title: President

## **RESOLUTION NO. 2025 – RXX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING THE CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH HD SUPPLY FACILITIES MAINTENANCE, LTD; AND DECLARING AN EFFECTIVE DATE.**

WHEREAS, on January 31, 2005, the Home Depot Supply, Inc. entered into a Performance Agreement with the NEBDC (formerly the NBIDC) that promised creation of 120 jobs in the first year of operation at its facility in New Braunfels at 1511 E. Common St., and 343 jobs by the end of the tenth year of operation; and

WHEREAS, on December 5, 2006, the Contract was amended to increase the number of jobs from 343 to 390, it included the Extended Rebate Period provision, and changed the name of the Company from The Home Depot Supply, Inc. to HD Supply Facilities Maintenance, Ltd., and

WHEREAS, on December 4, 2006, the City of New Braunfels entered into a Chapter 380 Agreement (“Contract”) with the Company that reflected the same 390 job commitment, and other similar obligations as those contained in the Performance Agreement with the NBEDC; and

WHEREAS, the Contract was automatically renewed by its terms from December 5, 2016 for an additional ten years with the City continuing to rebate to the Company its share of sales tax until December 5, 2026; and

WHEREAS, by the First Amendment executed in 2020, the New Braunfels Economic Development Corporation assumed a portion of the City’s obligation to Company under the original contract so that the City of New Braunfels could launch and fund a COVID-19 Small Business Resource Grant Program, as a source of capital for New Braunfels small businesses that experienced significant business interruptions due to the COVID-19 pandemic; and

WHEREAS, the Second Amendment to the Contract, executed in 2021, resulted from business process changes that no longer allowed for intrastate sales to be sourced to the New Braunfels customer contact center, abated certain obligations of the parties until the agreement was to terminate either by its terms on December 5, 2026, or upon the mutual agreement of the parties; and

WHEREAS, the parties have each fully performed all of their respective obligations pursuant to the Contract, as amended, through the date of this Second Amendment; and

WHEREAS, the Company has now implemented additional changes that will allow a majority of the Company’s intrastate sales to be sourced to the New Braunfels customer contact center once again; and

WHEREAS, the Company has requested to terminate the abatement of certain conditions made in accordance with the Second Amendment to the Contract, that the parties resume their

obligations to each other pursuant to the Contract, as amended, and additionally the parties have agreed to an extension of the contract for an additional ten-year period, expiring on December 5, 2036, subject to further extension by agreement; and

WHEREAS, the CITY has also proposed that the EDC assume a portion of the City's obligation, which will result in additional sales tax proceeds for the City's General Fund to be reinvested back into the community for enhancing City services.

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

Section 1: That the Third Amendment to the Chapter 380 Economic Development Agreement between the City of New Braunfels and HD Supply Facilities Maintenance, Ltd. is hereby approved.

Section 2: That is resolution shall become effective from and after the date of its passage.

PASSED, ADOPTED, AND APPROVED THIS 28<sup>th</sup> DAY OF JULY, 2025.

CITY OF NEW BRAUNFELS

\_\_\_\_\_  
NEAL LINNARTZ, Mayor

ATTEST:

\_\_\_\_\_  
GAYLE WILKINSON, City Secretary

7/28/2025

Agenda Item No. L)

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**PRESENTER:**

Sandy Paulos, Director of Finance

**SUBJECT:**

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

**BACKGROUND INFORMATION:**

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

An ordinance that accepted and approved the Service and Assessment Plan for the District was approved by City Council on November 8, 2021. The PID Act and the terms of the Service and Assessment Plan require that the Service and Assessment Plan be updated annually, along with the Assessment Roll. This ordinance will accept and approve the Annual Service Plan Update to the Service and Assessment Plan for 2025.

**ISSUE:**

N/A

**FISCAL IMPACT:**

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

**RECOMMENDATION:**

Staff recommends approval of the ordinance.



**ORDINANCE NO. \_\_\_\_\_**

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

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

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

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

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

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council now wishes to adopt an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2025, in the form attached hereto as Exhibit A; and

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

**SECTION 1. Terms.**

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

## SECTION 2. Findings.

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

## SECTION 3. Annual Service Plan Update to the Service and Assessment Plan.

The “Solms Landing Public Improvement District 2025 Annual Service Plan Update”, attached hereto as Exhibit A, is accepted and approved pursuant to the PID Act. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Roll with the Comal County Tax Assessor/Collector.

## SECTION 4. Filing in the Real Property Records.

In accordance with Section 372.013(e) of the PID Act, the City Secretary is directed to cause a copy of this Ordinance, including the Annual Service Plan Update to the Service and Assessment Plan for 2025, to be filed with the County Clerk of Comal County to be recorded in the real property records of Comal County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Annual Service Plan Update to the Service and Assessment Plan for 2025.

## SECTION 5. Governing Law.

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

## SECTION 6. Effect of Headings.

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

## SECTION 7. Cumulative Repealer.

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

## SECTION 8. Severability.

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

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

SECTION 9. Effective Date.

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

**PASSED AND APPROVED:** First reading this the \_\_\_\_ day of July, 2025.

**PASSED AND APPROVED:** Second reading this the \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF NEW BRAUNFELS, TEXAS**

\_\_\_\_\_  
Neal Linnartz, Mayor

**ATTEST:**

\_\_\_\_\_  
Gayle Wilkinson, City Secretary

**APPROVED:**

\_\_\_\_\_  
Valeria M. Acevedo, City Attorney





# SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT 2025 ANNUAL SERVICE PLAN UPDATE

JULY 28, 2025

## INTRODUCTION

Capitalized terms used in this 2024 Annual Service Plan Update shall have the meanings set forth in the 2021 Service and Assessment Plan (the “2021 SAP”), used for the benefit of the property in the District.

The District was created pursuant to the PID Act by Resolution No. 2019-R09 on January 14, 2019 by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

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

On November 8, 2021, the City Council approved Ordinance No. 21-1177 which approved the SAP for the District and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District.

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

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

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

The 2021 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2021 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2024.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the 2021 SAP. This 2025 Annual Service Plan Update also updates the Assessment Roll for 2025.

## PARCEL SUBDIVISION

### Improvement Area #1

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

- The Final Plat of Solms Landing, Unit 1A was filed and recorded with the County on September 15, 2020 and consists of 60 Lots classified as Lot Type Single Family and 4 Lots classified as Non-Benefited Property.
- The Final Plat of Solms Landing, Collector Phase 1 was filed and recorded with the County on July 16, 2021 and consists entirely of Non-Benefited Property.
- The Final Plat of Solms Landing, Unit 1B was filed and recorded with the County on January 13, 2022 and consists of 1 Lot anticipated to be developed into 117 Lots classified as Lot Type Townhome.
- The Final Plat of Solms Landing Collector Phase 1A was filed and recorded with the County on April 4, 2022 and consists entirely of Non-Benefited Property.
- The Declaration of Condominium Regime for Solms Landing Condominiums was filed and recorded with the County on June 24, 2022 and created 37 Parcels classified as Lot Type Townhome.
- The Final Plat of Solms Senior Living was filed and recorded with the County on January 25, 2023 and consists of 1 Lot anticipated to developed into 200 Lots classified as Lot Type Senior Housing.
- The Final Plat of Solms Landing Subdivision Unit 1C was filed and recorded with the County on January 25, 2023 and consists of 4 Lots anticipated to developed into 95 Lots classified as Lot Type Condos, 1 Lot Type Dog Park Cantina, 15,000 square feet of Lot Type Market, 75,000 square feet of Lot Type Office and 40,000 square feet of Lot Type Music Venue.
- The Final Plat of Solms Landing, Tract 49 was filed and recorded with the County on January 26, 2023 and consists of 1 Lot anticipated to developed into 305 Lots classified as Lot Type Multi-Family and 50 Lots classified as Lot Type Live Work.
- The First Amendment to Declaration of Condominium Regime for Solms Landing

Condominiums was filed and recorded with the County on June 26, 2023 and created a total of 117 Parcels classified as Lot Type Townhome, including the Parcels already created by the Declaration of Condominium Regime for Solms Landing Condominiums.

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

Improvement Area #1	
Lot Type	Number of Units/Square Feet
Multi-Family	305
Townhomes	117
Single Family	60
Condos	95
Live Work	50
<b>Total Residential</b>	<b>627</b>
Office	75,000
Music Venue	40,000
Market	15,000
Dog Park Cantina	1

See **Exhibit C** for the Lot Type classification map.

## LOT AND HOME SALES UPDATE

### Improvement Area #1

Per the quarterly report dated March 31, 2025, the lot ownership composition is provided below:

- Developer Owned:
  - Lot Type Single Family: 0 Lots
  - Lot Type Townhome: 0 Lots
- Homebuilder Owned:
  - Lot Type Single Family: 43 Lots
  - Lot Type Townhome: 96 Lots



- End-User Owner:
  - Lot Type Single Family: 17 Lots
  - Lot Type Townhome: 21 Lots

See **Exhibit D** for buyer disclosures.

## AUTHORIZED IMPROVEMENTS

### Improvement Area #1

The Authorized Improvements were substantially completed in June 2020 and were conveyed to the City in July 2021.

## OUTSTANDING ASSESSMENT

### Improvement Area #1

Net of the principal bond payment due September 1, 2025, Improvement Area #1 has an outstanding Assessment of \$8,338,000.00.

## ANNUAL INSTALLMENT DUE 1/31/2026

### Improvement Area #1

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is \$557,226.26.
- ***Additional Interest*** – The total Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, is equal to \$458,590.00 and has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$41,690.00.
- ***Annual Collection Costs*** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #1 is \$37,636.24. The breakdown of the Annual Collection Costs is shown below.

Improvement Area #1	
Annual Collection Costs Breakdown	
Administration	\$ 31,836.24
City Auditor	2,500.00
Filing Fees	1,000.00
PID Trustee Fees	3,500.00
Draw Request Review	3,800.00
P3 Works Dev/Issuer CDA Review	3,500.00
Collection Costs Maintenance Balance	10,000.00
Less CCMB Credit from Prior Years	(20,000.00)
Arbitrage Calculation	1,500.00
<b>Total Annual Collection Costs</b>	<b>\$ 37,636.24</b>

Improvement Area #1	
Due January 31, 2026	
Principal	\$ 175,000.00
Interest	382,226.26
Annual Collection Costs	37,636.24
Additional Interest	41,690.00
<b>Total Annual Installment</b>	<b>\$ 636,552.50</b>

See the limited offering memorandum for the pay period. See **Exhibit B** for the debt service schedule for the Improvement Area #1 Bonds as shown in the limited offering memorandum.

### PREPAYMENT OF ASSESSMENT IN FULL

#### Improvement Area #1

No full Prepayments have occurred within Improvement Area #1.

### PARTIAL PREPAYMENT OF ASSESSMENTS

#### Improvement Area #1

No partial Prepayments have occurred within Improvement Area #1.

### EXTRAORDINARY OPTIONAL REDEMPTIONS

#### Improvement Area #1

There have been no extraordinary optional redemptions in Improvement Area #1.

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

		Improvement Area #1				
Installments Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
<i>Improvement Area #1 Bonds</i>						
Principal		\$ 175,000.00	\$ 182,000.00	\$ 189,000.00	\$ 198,000.00	\$ 206,000.00
Interest		382,226.26	375,882.50	368,147.50	360,115.00	351,700.00
	(1)	\$ 557,226.26	\$ 557,882.50	\$ 557,147.50	\$ 558,115.00	\$ 557,700.00
Annual Collection Costs	(2)	\$ 37,636.24	\$ 38,388.96	\$ 39,156.74	\$ 39,939.88	\$ 40,738.68
Additional Interest	(3)	\$ 41,690.00	\$ 40,815.00	\$ 39,905.00	\$ 38,960.00	\$ 37,970.00
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 636,552.50</b>	<b>\$ 637,086.46</b>	<b>\$ 636,209.24</b>	<b>\$ 637,014.88</b>	<b>\$ 636,408.68</b>

## ASSESSMENT ROLL

The list of current Parcels within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A** for Improvement Area #1. The Parcels shown on the Assessment Roll will receive the bills for the 2025 Annual Installments which will be delinquent if not paid by January 31, 2026.

## EXHIBIT A – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID [a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2026
438546	Single Family		\$ 19,552.69	\$ 1,492.72
438547	Single Family		\$ 19,552.69	\$ 1,492.72
438548	Single Family		\$ 19,552.69	\$ 1,492.72
438549	Single Family		\$ 19,552.69	\$ 1,492.72
438550	Single Family		\$ 19,552.69	\$ 1,492.72
438551	Single Family		\$ 19,552.69	\$ 1,492.72
438552	Single Family		\$ 19,552.69	\$ 1,492.72
438553	Single Family		\$ 19,552.69	\$ 1,492.72
438554	Single Family		\$ 19,552.69	\$ 1,492.72
438579	Single Family		\$ 19,552.69	\$ 1,492.72
438580	Single Family		\$ 19,552.69	\$ 1,492.72
438581	Single Family		\$ 19,552.69	\$ 1,492.72
438582	Single Family		\$ 19,552.69	\$ 1,492.72
438583	Single Family		\$ 19,552.69	\$ 1,492.72
438592	Single Family		\$ 19,552.69	\$ 1,492.72
438593	Single Family		\$ 19,552.69	\$ 1,492.72
438594	Single Family		\$ 19,552.69	\$ 1,492.72
438607	Single Family		\$ 19,552.69	\$ 1,492.72
438608	Single Family		\$ 19,552.69	\$ 1,492.72
438609	Single Family		\$ 19,552.69	\$ 1,492.72
438595	Single Family		\$ 19,552.69	\$ 1,492.72
438596	Single Family		\$ 19,552.69	\$ 1,492.72
438597	Single Family		\$ 19,552.69	\$ 1,492.72
438598	Single Family		\$ 19,552.69	\$ 1,492.72
438599	Single Family		\$ 19,552.69	\$ 1,492.72
438600	Single Family		\$ 19,552.69	\$ 1,492.72
438601	Single Family		\$ 19,552.69	\$ 1,492.72
438602	Single Family		\$ 19,552.69	\$ 1,492.72
438603	Single Family		\$ 19,552.69	\$ 1,492.72
438604	Single Family		\$ 19,552.69	\$ 1,492.72
438605	Single Family		\$ 19,552.69	\$ 1,492.72
438606	Single Family		\$ 19,552.69	\$ 1,492.72
438584	Single Family		\$ 19,552.69	\$ 1,492.72
438585	Single Family		\$ 19,552.69	\$ 1,492.72
438586	Single Family		\$ 19,552.69	\$ 1,492.72
438587	Single Family		\$ 19,552.69	\$ 1,492.72
438588	Single Family		\$ 19,552.69	\$ 1,492.72
438589	Single Family		\$ 19,552.69	\$ 1,492.72
438590	Non-Benefited Property		\$ -	\$ -
438591	Non-Benefited Property		\$ -	\$ -

			Improvement Area #1	
Property ID [a]	Lot Type	Notes	Outstanding Assessment	Annual Installment Due 1/31/2026
438555	Single Family		\$ 19,552.69	\$ 1,492.72
438556	Single Family		\$ 19,552.69	\$ 1,492.72
438557	Single Family		\$ 19,552.69	\$ 1,492.72
438558	Single Family		\$ 19,552.69	\$ 1,492.72
438559	Single Family		\$ 19,552.69	\$ 1,492.72
438560	Single Family		\$ 19,552.69	\$ 1,492.72
438561	Single Family		\$ 19,552.69	\$ 1,492.72
438562	Single Family		\$ 19,552.69	\$ 1,492.72
438563	Single Family		\$ 19,552.69	\$ 1,492.72
438564	Single Family		\$ 19,552.69	\$ 1,492.72
438565	Single Family		\$ 19,552.69	\$ 1,492.72
438566	Single Family		\$ 19,552.69	\$ 1,492.72
438567	Single Family		\$ 19,552.69	\$ 1,492.72
438568	Single Family		\$ 19,552.69	\$ 1,492.72
438569	Single Family		\$ 19,552.69	\$ 1,492.72
438570	Single Family		\$ 19,552.69	\$ 1,492.72
438571	Single Family		\$ 19,552.69	\$ 1,492.72
438572	Single Family		\$ 19,552.69	\$ 1,492.72
438573	Single Family		\$ 19,552.69	\$ 1,492.72
438574	Single Family		\$ 19,552.69	\$ 1,492.72
438575	Single Family		\$ 19,552.69	\$ 1,492.72
438576	Single Family		\$ 19,552.69	\$ 1,492.72
438577	Non-Benefited Property		\$ -	\$ -
438578	Non-Benefited Property		\$ -	\$ -
445863	Non-Benefited Property		\$ -	\$ -
445864	Non-Benefited Property		\$ -	\$ -
468037	Multi-Family, Live Work	[b]	\$ 2,321,881.88	\$ 177,260.70
466969	Music Venue	[c]	\$ 367,590.56	\$ 28,063.17
466968	Office	[d]	\$ 487,595.19	\$ 37,224.75
466967	Market	[e]	\$ 122,448.72	\$ 9,348.17
466966	Condo, Dog Park Cantina	[f]	\$ 1,187,825.86	\$ 90,682.84
466192	Senior Housing	[g]	\$ 1,104,726.95	\$ 84,338.77
463581	Townhome		\$ 13,442.47	\$ 1,026.25
463582	Townhome		\$ 13,442.47	\$ 1,026.25
463583	Townhome		\$ 13,442.47	\$ 1,026.25
463584	Townhome		\$ 13,442.47	\$ 1,026.25
463585	Townhome		\$ 13,442.47	\$ 1,026.25
463586	Townhome		\$ 13,442.47	\$ 1,026.25
463587	Townhome		\$ 13,442.47	\$ 1,026.25
463588	Townhome		\$ 13,442.47	\$ 1,026.25

Property ID [a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2026
463589	Townhome		\$ 13,442.47	\$ 1,026.25
463590	Townhome		\$ 13,442.47	\$ 1,026.25
463591	Townhome		\$ 13,442.47	\$ 1,026.25
463592	Townhome		\$ 13,442.47	\$ 1,026.25
463593	Townhome		\$ 13,442.47	\$ 1,026.25
463594	Townhome		\$ 13,442.47	\$ 1,026.25
463595	Townhome		\$ 13,442.47	\$ 1,026.25
463596	Townhome		\$ 13,442.47	\$ 1,026.25
463597	Townhome		\$ 13,442.47	\$ 1,026.25
463598	Townhome		\$ 13,442.47	\$ 1,026.25
463599	Townhome		\$ 13,442.47	\$ 1,026.25
463600	Townhome		\$ 13,442.47	\$ 1,026.25
463601	Townhome		\$ 13,442.47	\$ 1,026.25
463602	Townhome		\$ 13,442.47	\$ 1,026.25
463603	Townhome		\$ 13,442.47	\$ 1,026.25
463604	Townhome		\$ 13,442.47	\$ 1,026.25
463605	Townhome		\$ 13,442.47	\$ 1,026.25
463606	Townhome		\$ 13,442.47	\$ 1,026.25
463607	Townhome		\$ 13,442.47	\$ 1,026.25
463608	Townhome		\$ 13,442.47	\$ 1,026.25
463609	Townhome		\$ 13,442.47	\$ 1,026.25
463610	Townhome		\$ 13,442.47	\$ 1,026.25
463611	Townhome		\$ 13,442.47	\$ 1,026.25
463612	Townhome		\$ 13,442.47	\$ 1,026.25
463613	Townhome		\$ 13,442.47	\$ 1,026.25
463614	Townhome		\$ 13,442.47	\$ 1,026.25
463615	Townhome		\$ 13,442.47	\$ 1,026.25
463616	Townhome		\$ 13,442.47	\$ 1,026.25
463617	Townhome		\$ 13,442.47	\$ 1,026.25
472360	Townhome		\$ 13,442.47	\$ 1,026.25
472361	Townhome		\$ 13,442.47	\$ 1,026.25
472362	Townhome		\$ 13,442.47	\$ 1,026.25
472363	Townhome		\$ 13,442.47	\$ 1,026.25
472364	Townhome		\$ 13,442.47	\$ 1,026.25
472365	Townhome		\$ 13,442.47	\$ 1,026.25
472366	Townhome		\$ 13,442.47	\$ 1,026.25
472367	Townhome		\$ 13,442.47	\$ 1,026.25
472368	Townhome		\$ 13,442.47	\$ 1,026.25
472369	Townhome		\$ 13,442.47	\$ 1,026.25
472370	Townhome		\$ 13,442.47	\$ 1,026.25

Property ID [a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2026
472371	Townhome		\$ 13,442.47	\$ 1,026.25
472372	Townhome		\$ 13,442.47	\$ 1,026.25
472373	Townhome		\$ 13,442.47	\$ 1,026.25
472374	Townhome		\$ 13,442.47	\$ 1,026.25
472375	Townhome		\$ 13,442.47	\$ 1,026.25
472376	Townhome		\$ 13,442.47	\$ 1,026.25
472377	Townhome		\$ 13,442.47	\$ 1,026.25
472378	Townhome		\$ 13,442.47	\$ 1,026.25
472379	Townhome		\$ 13,442.47	\$ 1,026.25
472380	Townhome		\$ 13,442.47	\$ 1,026.25
472381	Townhome		\$ 13,442.47	\$ 1,026.25
472382	Townhome		\$ 13,442.47	\$ 1,026.25
472383	Townhome		\$ 13,442.47	\$ 1,026.25
472384	Townhome		\$ 13,442.47	\$ 1,026.25
472385	Townhome		\$ 13,442.47	\$ 1,026.25
472386	Townhome		\$ 13,442.47	\$ 1,026.25
472387	Townhome		\$ 13,442.47	\$ 1,026.25
472388	Townhome		\$ 13,442.47	\$ 1,026.25
472389	Townhome		\$ 13,442.47	\$ 1,026.25
472390	Townhome		\$ 13,442.47	\$ 1,026.25
472391	Townhome		\$ 13,442.47	\$ 1,026.25
472392	Townhome		\$ 13,442.47	\$ 1,026.25
472393	Townhome		\$ 13,442.47	\$ 1,026.25
472394	Townhome		\$ 13,442.47	\$ 1,026.25
472395	Townhome		\$ 13,442.47	\$ 1,026.25
472396	Townhome		\$ 13,442.47	\$ 1,026.25
472397	Townhome		\$ 13,442.47	\$ 1,026.25
472398	Townhome		\$ 13,442.47	\$ 1,026.25
472399	Townhome		\$ 13,442.47	\$ 1,026.25
472400	Townhome		\$ 13,442.47	\$ 1,026.25
472401	Townhome		\$ 13,442.47	\$ 1,026.25
472402	Townhome		\$ 13,442.47	\$ 1,026.25
472403	Townhome		\$ 13,442.47	\$ 1,026.25
472404	Townhome		\$ 13,442.47	\$ 1,026.25
472405	Townhome		\$ 13,442.47	\$ 1,026.25
472406	Townhome		\$ 13,442.47	\$ 1,026.25
472407	Townhome		\$ 13,442.47	\$ 1,026.25
472408	Townhome		\$ 13,442.47	\$ 1,026.25
472409	Townhome		\$ 13,442.47	\$ 1,026.25
472410	Townhome		\$ 13,442.47	\$ 1,026.25

Property ID [a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2026
472411	Townhome		\$ 13,442.47	\$ 1,026.25
472412	Townhome		\$ 13,442.47	\$ 1,026.25
472413	Townhome		\$ 13,442.47	\$ 1,026.25
472414	Townhome		\$ 13,442.47	\$ 1,026.25
472415	Townhome		\$ 13,442.47	\$ 1,026.25
472416	Townhome		\$ 13,442.47	\$ 1,026.25
472417	Townhome		\$ 13,442.47	\$ 1,026.25
472418	Townhome		\$ 13,442.47	\$ 1,026.25
472419	Townhome		\$ 13,442.47	\$ 1,026.25
472420	Townhome		\$ 13,442.47	\$ 1,026.25
472421	Townhome		\$ 13,442.47	\$ 1,026.25
472422	Townhome		\$ 13,442.47	\$ 1,026.25
472423	Townhome		\$ 13,442.47	\$ 1,026.25
472424	Townhome		\$ 13,442.47	\$ 1,026.25
472425	Townhome		\$ 13,442.47	\$ 1,026.25
472426	Townhome		\$ 13,442.47	\$ 1,026.25
472427	Townhome		\$ 13,442.47	\$ 1,026.25
472428	Townhome		\$ 13,442.47	\$ 1,026.25
472429	Townhome		\$ 13,442.47	\$ 1,026.25
472430	Townhome		\$ 13,442.47	\$ 1,026.25
472431	Townhome		\$ 13,442.47	\$ 1,026.25
472432	Townhome		\$ 13,442.47	\$ 1,026.25
472433	Townhome		\$ 13,442.47	\$ 1,026.25
472434	Townhome		\$ 13,442.47	\$ 1,026.25
472435	Townhome		\$ 13,442.47	\$ 1,026.25
472436	Townhome		\$ 13,442.47	\$ 1,026.25
472437	Townhome		\$ 13,442.47	\$ 1,026.25
472438	Townhome		\$ 13,442.47	\$ 1,026.25
472439	Townhome		\$ 13,442.47	\$ 1,026.25
<b>Total</b>			<b>\$ 8,337,999.55</b>	<b>\$ 636,552.85</b>

**Notes:**

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

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

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

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

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

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

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

*Note: Totals may not sum due to rounding.*



## EXHIBIT B – IMPROVEMENT AREA #1 BONDS DEBT SERVICE SCHEDULE

### DEBT SERVICE REQUIREMENTS

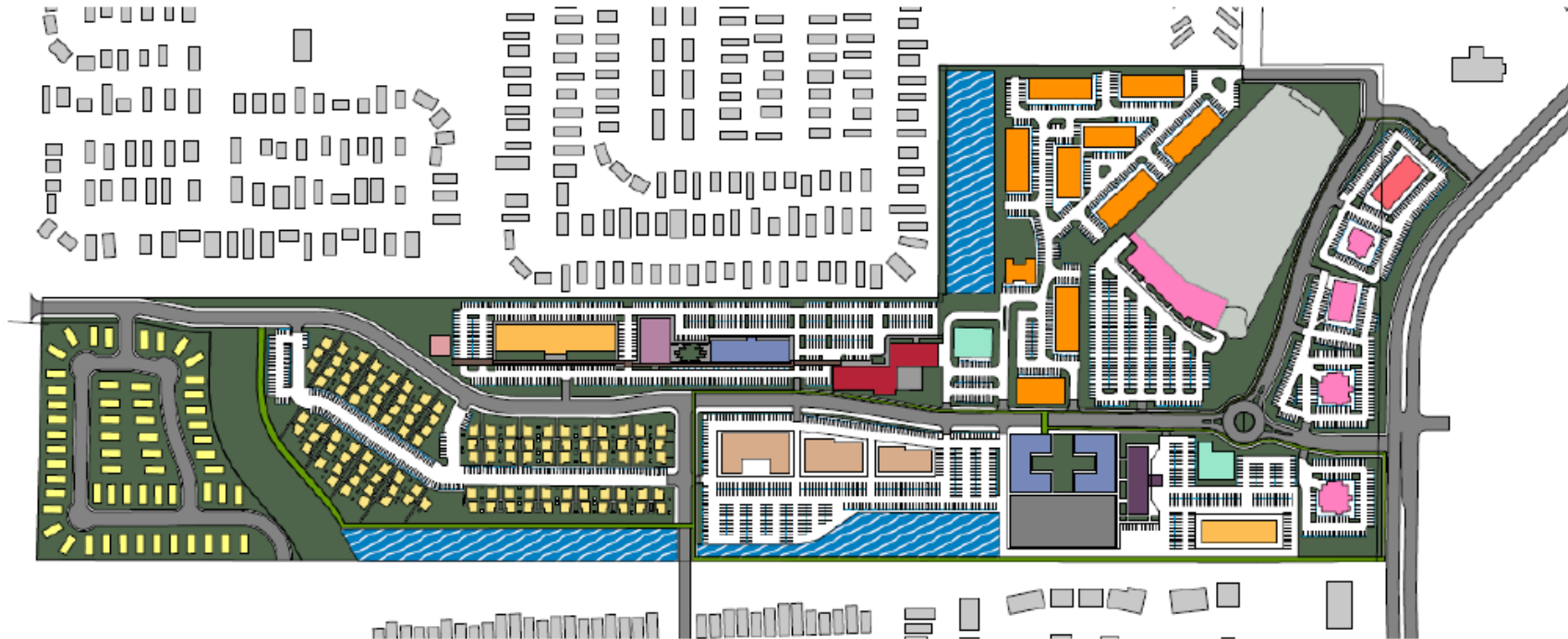
The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2022	\$ -	\$284,436.45	\$284,436.45
2023	158,000.00	399,988.76	557,988.76
2024	163,000.00	394,261.26	557,261.26
2025	169,000.00	388,352.50	557,352.50
2026	175,000.00	382,226.26	557,226.26
2027	182,000.00	375,882.50	557,882.50
2028	189,000.00	368,147.50	557,147.50
2029	198,000.00	360,115.00	558,115.00
2030	206,000.00	351,700.00	557,700.00
2031	215,000.00	342,945.00	557,945.00
2032	224,000.00	333,807.50	557,807.50
2033	234,000.00	323,727.50	557,727.50
2034	245,000.00	313,197.50	558,197.50
2035	256,000.00	302,172.50	558,172.50
2036	268,000.00	290,652.50	558,652.50
2037	280,000.00	278,592.50	558,592.50
2038	293,000.00	265,992.50	558,992.50
2039	307,000.00	252,807.50	559,807.50
2040	321,000.00	238,992.50	559,992.50
2041	336,000.00	224,547.50	560,547.50
2042	352,000.00	209,427.50	561,427.50
2043	369,000.00	192,707.50	561,707.50
2044	387,000.00	175,180.00	562,180.00
2045	406,000.00	156,797.50	562,797.50
2046	426,000.00	137,512.50	563,512.50
2047	447,000.00	117,277.50	564,277.50
2048	469,000.00	96,045.00	565,045.00
2049	493,000.00	73,767.50	566,767.50
2050	517,000.00	50,350.00	567,350.00
2051	543,000.00	25,792.50	568,792.50
<b>Total</b>	<b><u>\$8,828,000.00</u></b>	<b><u>\$7,707,402.73</u></b>	<b><u>\$16,535,402.73</u></b>

(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

## EXHIBIT C – LOT TYPE CLASSIFICATION MAP

- |                                |                         |                            |
|--------------------------------|-------------------------|----------------------------|
| SINGLE FAMILY HOMES (60 UNITS) | LIVE / WORK (125 UNITS) | MUSIC VENUE (40,000 SQFT)  |
| TOWNHOMES (110 UNITS)          | DOG PARK (5,000 SQFT)   | RETAIL (15,000 SQFT)       |
| CONDOS (190 UNITS)             | MARKET (15,000 SQFT)    | FOOD AND BEV (52,000 SQFT) |
| APARTMENTS (305 UNITS)         | OFFICE (360,000 SQFT)   |                            |
| SENIOR HOUSING (200 UNITS)     | HOTEL (110 KEYS)        |                            |



## **EXHIBIT D – BUYER DISCLOSURES**

Buyer Disclosures for the following Lot Types within Improvement Area #1 are found in this Exhibit:

- Lot Type Single Family
- Lot Type Townhome
- Parcel 468037
- Parcel 466969
- Parcel 466968
- Parcel 466967
- Parcel 466966
- Parcel 466192

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 –  
LOT TYPE SINGLE FAMILY – BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE CITY OF NEW BRAUNFELS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**IMPROVEMENT AREA #1 - LOT TYPE SINGLE FAMILY PRINCIPAL  
ASSESSMENT: \$19,552.69**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of New Braunfels, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of New Braunfels. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of New Braunfels.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

---

SIGNATURE OF PURCHASER

---

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.



# ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE SINGLE FAMILY

Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment
	Principal	Interest [a]	Additional Interest		
2026	\$ 410.38	\$ 896.32	\$ 97.76	\$ 88.26	\$ 1,492.72
2027	\$ 426.79	\$ 881.45	\$ 95.71	\$ 90.02	\$ 1,493.97
2028	\$ 443.21	\$ 863.31	\$ 93.58	\$ 91.82	\$ 1,491.92
2029	\$ 464.31	\$ 844.47	\$ 91.36	\$ 93.66	\$ 1,493.81
2030	\$ 483.07	\$ 824.74	\$ 89.04	\$ 95.53	\$ 1,492.38
2031	\$ 504.18	\$ 804.21	\$ 86.62	\$ 97.44	\$ 1,492.45
2032	\$ 525.28	\$ 782.78	\$ 84.10	\$ 99.39	\$ 1,491.56
2033	\$ 548.73	\$ 759.14	\$ 81.48	\$ 101.38	\$ 1,490.73
2034	\$ 574.53	\$ 734.45	\$ 78.73	\$ 103.41	\$ 1,491.12
2035	\$ 600.32	\$ 708.60	\$ 75.86	\$ 105.48	\$ 1,490.26
2036	\$ 628.46	\$ 681.58	\$ 72.86	\$ 107.59	\$ 1,490.49
2037	\$ 656.60	\$ 653.30	\$ 69.72	\$ 109.74	\$ 1,489.36
2038	\$ 687.09	\$ 623.75	\$ 66.43	\$ 111.93	\$ 1,489.21
2039	\$ 719.92	\$ 592.84	\$ 63.00	\$ 114.17	\$ 1,489.92
2040	\$ 752.75	\$ 560.44	\$ 59.40	\$ 116.45	\$ 1,489.04
2041	\$ 787.92	\$ 526.57	\$ 55.64	\$ 118.78	\$ 1,488.91
2042	\$ 825.44	\$ 491.11	\$ 51.70	\$ 121.16	\$ 1,489.41
2043	\$ 865.31	\$ 451.90	\$ 47.57	\$ 123.58	\$ 1,488.36
2044	\$ 907.52	\$ 410.80	\$ 43.24	\$ 126.05	\$ 1,487.61
2045	\$ 952.07	\$ 367.69	\$ 38.70	\$ 128.57	\$ 1,487.04
2046	\$ 998.97	\$ 322.47	\$ 33.94	\$ 131.15	\$ 1,486.53
2047	\$ 1,048.22	\$ 275.02	\$ 28.95	\$ 133.77	\$ 1,485.95
2048	\$ 1,099.81	\$ 225.23	\$ 23.71	\$ 136.44	\$ 1,485.19
2049	\$ 1,156.09	\$ 172.99	\$ 18.21	\$ 139.17	\$ 1,486.46
2050	\$ 1,212.37	\$ 118.07	\$ 12.43	\$ 141.96	\$ 1,484.83
2051	\$ 1,273.34	\$ 60.48	\$ 6.37	\$ 144.80	\$ 1,484.99
<b>Total</b>	<b>\$ 19,552.69</b>	<b>\$ 14,633.71</b>	<b>\$ 1,566.11</b>	<b>\$ 2,971.70</b>	<b>\$ 38,724.22</b>

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

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 –  
LOT TYPE TOWNHOME – BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE CITY OF NEW BRAUNFELS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

---

STREET ADDRESS

**IMPROVEMENT AREA #1 - LOT TYPE TOWNHOME PRINCIPAL ASSESSMENT:  
\$13,442.47**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of New Braunfels, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of New Braunfels. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of New Braunfels.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE TOWNHOME

Improvement Area #1 Bond						
Installments Due 1/31	Principal	Interest [a]	Additional Interest	Annual Collection Costs	Annual Installment	
2026	\$ 282.13	\$ 616.22	\$ 67.21	\$ 60.68	\$ 1,026.25	
2027	\$ 293.42	\$ 606.00	\$ 65.80	\$ 61.89	\$ 1,027.11	
2028	\$ 304.70	\$ 593.53	\$ 64.33	\$ 63.13	\$ 1,025.69	
2029	\$ 319.21	\$ 580.58	\$ 62.81	\$ 64.39	\$ 1,026.99	
2030	\$ 332.11	\$ 567.01	\$ 61.22	\$ 65.68	\$ 1,026.01	
2031	\$ 346.62	\$ 552.89	\$ 59.55	\$ 66.99	\$ 1,026.06	
2032	\$ 361.13	\$ 538.16	\$ 57.82	\$ 68.33	\$ 1,025.45	
2033	\$ 377.25	\$ 521.91	\$ 56.02	\$ 69.70	\$ 1,024.88	
2034	\$ 394.99	\$ 504.94	\$ 54.13	\$ 71.09	\$ 1,025.14	
2035	\$ 412.72	\$ 487.16	\$ 52.15	\$ 72.51	\$ 1,024.55	
2036	\$ 432.07	\$ 468.59	\$ 50.09	\$ 73.96	\$ 1,024.71	
2037	\$ 451.41	\$ 449.15	\$ 47.93	\$ 75.44	\$ 1,023.93	
2038	\$ 472.37	\$ 428.83	\$ 45.67	\$ 76.95	\$ 1,023.83	
2039	\$ 494.94	\$ 407.57	\$ 43.31	\$ 78.49	\$ 1,024.32	
2040	\$ 517.51	\$ 385.30	\$ 40.84	\$ 80.06	\$ 1,023.72	
2041	\$ 541.70	\$ 362.01	\$ 38.25	\$ 81.66	\$ 1,023.62	
2042	\$ 567.49	\$ 337.64	\$ 35.54	\$ 83.30	\$ 1,023.97	
2043	\$ 594.90	\$ 310.68	\$ 32.70	\$ 84.96	\$ 1,023.25	
2044	\$ 623.92	\$ 282.42	\$ 29.73	\$ 86.66	\$ 1,022.73	
2045	\$ 654.55	\$ 252.79	\$ 26.61	\$ 88.39	\$ 1,022.34	
2046	\$ 686.79	\$ 221.70	\$ 23.34	\$ 90.16	\$ 1,021.99	
2047	\$ 720.65	\$ 189.07	\$ 19.90	\$ 91.97	\$ 1,021.59	
2048	\$ 756.12	\$ 154.84	\$ 16.30	\$ 93.81	\$ 1,021.07	
2049	\$ 794.81	\$ 118.93	\$ 12.52	\$ 95.68	\$ 1,021.94	
2050	\$ 833.50	\$ 81.17	\$ 8.54	\$ 97.60	\$ 1,020.82	
2051	\$ 875.42	\$ 41.58	\$ 4.38	\$ 99.55	\$ 1,020.93	
<b>Total</b>	<b>\$ 13,442.47</b>	<b>\$ 10,060.68</b>	<b>\$ 1,076.70</b>	<b>\$ 2,043.05</b>	<b>\$ 26,622.90</b>	

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

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 –  
PARCEL 468037 – BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE CITY OF NEW BRAUNFELS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**IMPROVEMENT AREA #1 – PARCEL 468037 PRINCIPAL ASSESSMENT:  
\$2,321,881.88**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of New Braunfels, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of New Braunfels. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of New Braunfels.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

# ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 – PARCEL 468037

Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment
	Principal	Interest [a]	Additional Interest		
2026	\$ 48,732.23	\$ 106,438.50	\$ 11,609.41	\$ 10,480.56	\$ 177,260.70
2027	\$ 50,681.52	\$ 104,671.96	\$ 11,365.75	\$ 10,690.17	\$ 177,409.39
2028	\$ 52,630.81	\$ 102,517.99	\$ 11,112.34	\$ 10,903.97	\$ 177,165.11
2029	\$ 55,137.04	\$ 100,281.18	\$ 10,849.19	\$ 11,122.05	\$ 177,389.46
2030	\$ 57,364.80	\$ 97,937.86	\$ 10,573.50	\$ 11,344.49	\$ 177,220.65
2031	\$ 59,871.02	\$ 95,499.85	\$ 10,286.68	\$ 11,571.38	\$ 177,228.94
2032	\$ 62,377.25	\$ 92,955.34	\$ 9,987.32	\$ 11,802.81	\$ 177,122.72
2033	\$ 65,161.95	\$ 90,148.36	\$ 9,675.44	\$ 12,038.87	\$ 177,024.62
2034	\$ 68,225.12	\$ 87,216.07	\$ 9,349.63	\$ 12,279.65	\$ 177,070.46
2035	\$ 71,288.29	\$ 84,145.94	\$ 9,008.50	\$ 12,525.24	\$ 176,967.97
2036	\$ 74,629.93	\$ 80,937.97	\$ 8,652.06	\$ 12,775.74	\$ 176,995.70
2037	\$ 77,971.57	\$ 77,579.62	\$ 8,278.91	\$ 13,031.26	\$ 176,861.36
2038	\$ 81,591.68	\$ 74,070.90	\$ 7,889.05	\$ 13,291.88	\$ 176,843.51
2039	\$ 85,490.25	\$ 70,399.27	\$ 7,481.09	\$ 13,557.72	\$ 176,928.34
2040	\$ 89,388.83	\$ 66,552.21	\$ 7,053.64	\$ 13,828.88	\$ 176,823.56
2041	\$ 93,565.88	\$ 62,529.72	\$ 6,606.70	\$ 14,105.45	\$ 176,807.75
2042	\$ 98,021.40	\$ 58,319.25	\$ 6,138.87	\$ 14,387.56	\$ 176,867.08
2043	\$ 102,755.39	\$ 53,663.23	\$ 5,648.76	\$ 14,675.31	\$ 176,742.70
2044	\$ 107,767.84	\$ 48,782.35	\$ 5,134.98	\$ 14,968.82	\$ 176,654.00
2045	\$ 113,058.77	\$ 43,663.38	\$ 4,596.15	\$ 15,268.20	\$ 176,586.50
2046	\$ 118,628.17	\$ 38,293.09	\$ 4,030.85	\$ 15,573.56	\$ 176,525.67
2047	\$ 124,476.04	\$ 32,658.25	\$ 3,437.71	\$ 15,885.03	\$ 176,457.03
2048	\$ 130,602.38	\$ 26,745.64	\$ 2,815.33	\$ 16,202.73	\$ 176,366.08
2049	\$ 137,285.65	\$ 20,542.03	\$ 2,162.32	\$ 16,526.79	\$ 176,516.78
2050	\$ 143,968.93	\$ 14,020.96	\$ 1,475.89	\$ 16,857.32	\$ 176,323.10
2051	\$ 151,209.15	\$ 7,182.43	\$ 756.05	\$ 17,194.47	\$ 176,342.10
<b>Total</b>	<b>\$ 2,321,881.88</b>	<b>\$ 1,737,753.37</b>	<b>\$ 185,976.11</b>	<b>\$ 352,889.93</b>	<b>\$ 4,598,501.29</b>

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

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 –  
PARCEL 466969 – BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE CITY OF NEW BRAUNFELS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**IMPROVEMENT AREA #1 – PARCEL 466969 PRINCIPAL ASSESSMENT: \$367,590.56**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of New Braunfels, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of New Braunfels. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of New Braunfels.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

# ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 – PARCEL 466969

Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment
	Principal	Interest [a]	Additional Interest		
2026	\$ 7,715.08	\$ 16,850.90	\$ 1,837.95	\$ 1,659.24	\$ 28,063.17
2027	\$ 8,023.68	\$ 16,571.22	\$ 1,799.38	\$ 1,692.42	\$ 28,086.71
2028	\$ 8,332.29	\$ 16,230.22	\$ 1,759.26	\$ 1,726.27	\$ 28,048.03
2029	\$ 8,729.06	\$ 15,876.09	\$ 1,717.60	\$ 1,760.80	\$ 28,083.55
2030	\$ 9,081.75	\$ 15,505.11	\$ 1,673.95	\$ 1,796.01	\$ 28,056.83
2031	\$ 9,478.53	\$ 15,119.13	\$ 1,628.54	\$ 1,831.93	\$ 28,058.14
2032	\$ 9,875.30	\$ 14,716.30	\$ 1,581.15	\$ 1,868.57	\$ 28,041.32
2033	\$ 10,316.17	\$ 14,271.91	\$ 1,531.77	\$ 1,905.94	\$ 28,025.79
2034	\$ 10,801.11	\$ 13,807.68	\$ 1,480.19	\$ 1,944.06	\$ 28,033.05
2035	\$ 11,286.06	\$ 13,321.63	\$ 1,426.19	\$ 1,982.94	\$ 28,016.82
2036	\$ 11,815.10	\$ 12,813.76	\$ 1,369.76	\$ 2,022.60	\$ 28,021.21
2037	\$ 12,344.13	\$ 12,282.08	\$ 1,310.68	\$ 2,063.05	\$ 27,999.95
2038	\$ 12,917.25	\$ 11,726.59	\$ 1,248.96	\$ 2,104.32	\$ 27,997.12
2039	\$ 13,534.46	\$ 11,145.32	\$ 1,184.38	\$ 2,146.40	\$ 28,010.55
2040	\$ 14,151.66	\$ 10,536.27	\$ 1,116.70	\$ 2,189.33	\$ 27,993.96
2041	\$ 14,812.96	\$ 9,899.44	\$ 1,045.94	\$ 2,233.12	\$ 27,991.46
2042	\$ 15,518.34	\$ 9,232.86	\$ 971.88	\$ 2,277.78	\$ 28,000.85
2043	\$ 16,267.80	\$ 8,495.74	\$ 894.29	\$ 2,323.33	\$ 27,981.16
2044	\$ 17,061.35	\$ 7,723.02	\$ 812.95	\$ 2,369.80	\$ 27,967.12
2045	\$ 17,898.99	\$ 6,912.60	\$ 727.64	\$ 2,417.20	\$ 27,956.43
2046	\$ 18,780.71	\$ 6,062.40	\$ 638.15	\$ 2,465.54	\$ 27,946.80
2047	\$ 19,706.52	\$ 5,170.32	\$ 544.24	\$ 2,514.85	\$ 27,935.93
2048	\$ 20,676.42	\$ 4,234.26	\$ 445.71	\$ 2,565.15	\$ 27,921.53
2049	\$ 21,734.49	\$ 3,252.13	\$ 342.33	\$ 2,616.45	\$ 27,945.39
2050	\$ 22,792.55	\$ 2,219.74	\$ 233.66	\$ 2,668.78	\$ 27,914.73
2051	\$ 23,938.80	\$ 1,137.09	\$ 119.69	\$ 2,722.16	\$ 27,917.74
<b>Total</b>	<b>\$ 367,590.56</b>	<b>\$ 275,113.79</b>	<b>\$ 29,442.95</b>	<b>\$ 55,868.05</b>	<b>\$ 728,015.36</b>

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

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 –  
PARCEL 466968 – BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE CITY OF NEW BRAUNFELS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**IMPROVEMENT AREA #1 – PARCEL 466968 PRINCIPAL ASSESSMENT: \$487,595.19**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of New Braunfels, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of New Braunfels. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of New Braunfels.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.



# ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 – PARCEL 466968

Improvement Area #1 Bond					
Installments Due 1/31	Principal	Interest [a]	Additional Interest	Annual Collection Costs	Annual Installment
2026	\$ 10,233.77	\$ 22,352.09	\$ 2,437.98	\$ 2,200.92	\$ 37,224.75
2027	\$ 10,643.12	\$ 21,981.11	\$ 2,386.81	\$ 2,244.94	\$ 37,255.97
2028	\$ 11,052.47	\$ 21,528.78	\$ 2,333.59	\$ 2,289.83	\$ 37,204.67
2029	\$ 11,578.78	\$ 21,059.05	\$ 2,278.33	\$ 2,335.63	\$ 37,251.79
2030	\$ 12,046.61	\$ 20,566.95	\$ 2,220.44	\$ 2,382.34	\$ 37,216.34
2031	\$ 12,572.92	\$ 20,054.97	\$ 2,160.20	\$ 2,429.99	\$ 37,218.08
2032	\$ 13,099.22	\$ 19,520.62	\$ 2,097.34	\$ 2,478.59	\$ 37,195.77
2033	\$ 13,684.01	\$ 18,931.16	\$ 2,031.84	\$ 2,528.16	\$ 37,175.17
2034	\$ 14,327.28	\$ 18,315.37	\$ 1,963.42	\$ 2,578.73	\$ 37,184.80
2035	\$ 14,970.54	\$ 17,670.65	\$ 1,891.79	\$ 2,630.30	\$ 37,163.27
2036	\$ 15,672.28	\$ 16,996.97	\$ 1,816.93	\$ 2,682.91	\$ 37,169.10
2037	\$ 16,374.03	\$ 16,291.72	\$ 1,738.57	\$ 2,736.56	\$ 37,140.88
2038	\$ 17,134.25	\$ 15,554.89	\$ 1,656.70	\$ 2,791.30	\$ 37,137.14
2039	\$ 17,952.95	\$ 14,783.85	\$ 1,571.03	\$ 2,847.12	\$ 37,154.95
2040	\$ 18,771.65	\$ 13,975.96	\$ 1,481.26	\$ 2,904.06	\$ 37,132.95
2041	\$ 19,648.83	\$ 13,131.24	\$ 1,387.41	\$ 2,962.15	\$ 37,129.63
2042	\$ 20,584.49	\$ 12,247.04	\$ 1,289.16	\$ 3,021.39	\$ 37,142.09
2043	\$ 21,578.63	\$ 11,269.28	\$ 1,186.24	\$ 3,081.82	\$ 37,115.97
2044	\$ 22,631.25	\$ 10,244.29	\$ 1,078.35	\$ 3,143.45	\$ 37,097.34
2045	\$ 23,742.34	\$ 9,169.31	\$ 965.19	\$ 3,206.32	\$ 37,083.16
2046	\$ 24,911.92	\$ 8,041.55	\$ 846.48	\$ 3,270.45	\$ 37,070.39
2047	\$ 26,139.97	\$ 6,858.23	\$ 721.92	\$ 3,335.86	\$ 37,055.98
2048	\$ 27,426.50	\$ 5,616.58	\$ 591.22	\$ 3,402.57	\$ 37,036.88
2049	\$ 28,829.99	\$ 4,313.83	\$ 454.09	\$ 3,470.63	\$ 37,068.52
2050	\$ 30,233.48	\$ 2,944.40	\$ 309.94	\$ 3,540.04	\$ 37,027.85
2051	\$ 31,753.92	\$ 1,508.31	\$ 158.77	\$ 3,610.84	\$ 37,031.84
<b>Total</b>	<b>\$ 487,595.19</b>	<b>\$ 364,928.21</b>	<b>\$ 39,054.98</b>	<b>\$ 74,106.88</b>	<b>\$ 965,685.27</b>

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

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 –  
PARCEL 466967 – BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE CITY OF NEW BRAUNFELS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**IMPROVEMENT AREA #1 – PARCEL 466967 PRINCIPAL ASSESSMENT: \$122,448.72**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of New Braunfels, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of New Braunfels. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of New Braunfels.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

# ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 – PARCEL 466967

Improvement Area #1 Bond					
Installments Due 1/31	Principal	Interest [a]	Additional Interest	Annual Collection Costs	Annual Installment
2026	\$ 2,569.98	\$ 5,613.23	\$ 612.24	\$ 552.71	\$ 9,348.17
2027	\$ 2,672.78	\$ 5,520.07	\$ 599.39	\$ 563.77	\$ 9,356.01
2028	\$ 2,775.58	\$ 5,406.48	\$ 586.03	\$ 575.04	\$ 9,343.13
2029	\$ 2,907.75	\$ 5,288.51	\$ 572.15	\$ 586.54	\$ 9,354.96
2030	\$ 3,025.24	\$ 5,164.93	\$ 557.61	\$ 598.27	\$ 9,346.06
2031	\$ 3,157.41	\$ 5,036.36	\$ 542.49	\$ 610.24	\$ 9,346.49
2032	\$ 3,289.58	\$ 4,902.17	\$ 526.70	\$ 622.44	\$ 9,340.89
2033	\$ 3,436.44	\$ 4,754.14	\$ 510.25	\$ 634.89	\$ 9,335.72
2034	\$ 3,597.98	\$ 4,599.50	\$ 493.07	\$ 647.59	\$ 9,338.14
2035	\$ 3,759.52	\$ 4,437.59	\$ 475.08	\$ 660.54	\$ 9,332.73
2036	\$ 3,935.75	\$ 4,268.41	\$ 456.28	\$ 673.75	\$ 9,334.19
2037	\$ 4,111.97	\$ 4,091.30	\$ 436.60	\$ 687.23	\$ 9,327.11
2038	\$ 4,302.89	\$ 3,906.27	\$ 416.04	\$ 700.97	\$ 9,326.17
2039	\$ 4,508.49	\$ 3,712.64	\$ 394.53	\$ 714.99	\$ 9,330.64
2040	\$ 4,714.08	\$ 3,509.75	\$ 371.99	\$ 729.29	\$ 9,325.12
2041	\$ 4,934.37	\$ 3,297.62	\$ 348.42	\$ 743.88	\$ 9,324.28
2042	\$ 5,169.34	\$ 3,075.57	\$ 323.74	\$ 758.75	\$ 9,327.41
2043	\$ 5,418.99	\$ 2,830.03	\$ 297.90	\$ 773.93	\$ 9,320.85
2044	\$ 5,683.34	\$ 2,572.63	\$ 270.80	\$ 789.41	\$ 9,316.17
2045	\$ 5,962.36	\$ 2,302.67	\$ 242.39	\$ 805.20	\$ 9,312.61
2046	\$ 6,256.08	\$ 2,019.46	\$ 212.57	\$ 821.30	\$ 9,309.41
2047	\$ 6,564.47	\$ 1,722.29	\$ 181.29	\$ 837.73	\$ 9,305.79
2048	\$ 6,887.56	\$ 1,410.48	\$ 148.47	\$ 854.48	\$ 9,300.99
2049	\$ 7,240.01	\$ 1,083.32	\$ 114.03	\$ 871.57	\$ 9,308.94
2050	\$ 7,592.47	\$ 739.42	\$ 77.83	\$ 889.00	\$ 9,298.72
2051	\$ 7,974.29	\$ 378.78	\$ 39.87	\$ 906.78	\$ 9,299.73
<b>Total</b>	<b>\$ 122,448.72</b>	<b>\$ 91,643.62</b>	<b>\$ 9,807.79</b>	<b>\$ 18,610.30</b>	<b>\$ 242,510.44</b>

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

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 –  
PARCEL 466966 – BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE CITY OF NEW BRAUNFELS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**IMPROVEMENT AREA #1 – PARCEL 466966 PRINCIPAL ASSESSMENT:  
\$1,187,825.86**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of New Braunfels, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of New Braunfels. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of New Braunfels.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

# ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 – PARCEL 466966

Improvement Area #1 Bond					
Installments Due 1/31	Principal	Interest [a]	Additional Interest	Annual Collection Costs	Annual Installment
2026	\$ 24,930.38	\$ 54,451.70	\$ 5,939.13	\$ 5,361.63	\$ 90,682.84
2027	\$ 25,927.60	\$ 53,547.97	\$ 5,814.48	\$ 5,468.87	\$ 90,758.91
2028	\$ 26,924.81	\$ 52,446.04	\$ 5,684.84	\$ 5,578.24	\$ 90,633.94
2029	\$ 28,206.95	\$ 51,301.74	\$ 5,550.22	\$ 5,689.81	\$ 90,748.71
2030	\$ 29,346.62	\$ 50,102.94	\$ 5,409.18	\$ 5,803.60	\$ 90,662.35
2031	\$ 30,628.76	\$ 48,855.71	\$ 5,262.45	\$ 5,919.68	\$ 90,666.59
2032	\$ 31,910.89	\$ 47,553.99	\$ 5,109.30	\$ 6,038.07	\$ 90,612.25
2033	\$ 33,335.48	\$ 46,118.00	\$ 4,949.75	\$ 6,158.83	\$ 90,562.06
2034	\$ 34,902.53	\$ 44,617.90	\$ 4,783.07	\$ 6,282.01	\$ 90,585.52
2035	\$ 36,469.59	\$ 43,047.29	\$ 4,608.56	\$ 6,407.65	\$ 90,533.09
2036	\$ 38,179.10	\$ 41,406.16	\$ 4,426.21	\$ 6,535.80	\$ 90,547.27
2037	\$ 39,888.61	\$ 39,688.10	\$ 4,235.32	\$ 6,666.52	\$ 90,478.54
2038	\$ 41,740.58	\$ 37,893.11	\$ 4,035.87	\$ 6,799.85	\$ 90,469.42
2039	\$ 43,735.01	\$ 36,014.79	\$ 3,827.17	\$ 6,935.84	\$ 90,512.81
2040	\$ 45,729.44	\$ 34,046.71	\$ 3,608.49	\$ 7,074.56	\$ 90,459.21
2041	\$ 47,866.33	\$ 31,988.89	\$ 3,379.85	\$ 7,216.05	\$ 90,451.12
2042	\$ 50,145.68	\$ 29,834.90	\$ 3,140.52	\$ 7,360.37	\$ 90,481.47
2043	\$ 52,567.49	\$ 27,452.98	\$ 2,889.79	\$ 7,507.58	\$ 90,417.84
2044	\$ 55,131.76	\$ 24,956.02	\$ 2,626.95	\$ 7,657.73	\$ 90,372.47
2045	\$ 57,838.49	\$ 22,337.27	\$ 2,351.29	\$ 7,810.89	\$ 90,337.93
2046	\$ 60,687.67	\$ 19,589.94	\$ 2,062.10	\$ 7,967.11	\$ 90,306.81
2047	\$ 63,679.32	\$ 16,707.27	\$ 1,758.66	\$ 8,126.45	\$ 90,271.70
2048	\$ 66,813.42	\$ 13,682.51	\$ 1,440.26	\$ 8,288.98	\$ 90,225.17
2049	\$ 70,232.45	\$ 10,508.87	\$ 1,106.20	\$ 8,454.76	\$ 90,302.27
2050	\$ 73,651.47	\$ 7,172.83	\$ 755.03	\$ 8,623.85	\$ 90,203.18
2051	\$ 77,355.41	\$ 3,674.38	\$ 386.78	\$ 8,796.33	\$ 90,212.90
<b>Total</b>	<b>\$ 1,187,825.86</b>	<b>\$ 888,998.02</b>	<b>\$ 95,141.46</b>	<b>\$ 180,531.05</b>	<b>\$ 2,352,496.39</b>

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

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 –  
PARCEL 466192 – BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE CITY OF NEW BRAUNFELS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**IMPROVEMENT AREA #1 – PARCEL 466192 PRINCIPAL ASSESSMENT:  
\$1,104,726.95**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of New Braunfels, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of New Braunfels. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of New Braunfels.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

# ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 – PARCEL 466192

Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment
	Principal	Interest [a]	Additional Interest		
2026	\$ 23,186.28	\$ 50,642.32	\$ 5,523.63	\$ 4,986.54	\$ 84,338.77
2027	\$ 24,113.73	\$ 49,801.81	\$ 5,407.70	\$ 5,086.27	\$ 84,409.52
2028	\$ 25,041.18	\$ 48,776.98	\$ 5,287.13	\$ 5,188.00	\$ 84,293.30
2029	\$ 26,233.62	\$ 47,712.73	\$ 5,161.93	\$ 5,291.76	\$ 84,400.04
2030	\$ 27,293.57	\$ 46,597.80	\$ 5,030.76	\$ 5,397.59	\$ 84,319.72
2031	\$ 28,486.00	\$ 45,437.83	\$ 4,894.29	\$ 5,505.54	\$ 84,323.66
2032	\$ 29,678.44	\$ 44,227.17	\$ 4,751.86	\$ 5,615.65	\$ 84,273.13
2033	\$ 31,003.37	\$ 42,891.64	\$ 4,603.47	\$ 5,727.97	\$ 84,226.45
2034	\$ 32,460.79	\$ 41,496.49	\$ 4,448.45	\$ 5,842.53	\$ 84,248.26
2035	\$ 33,918.22	\$ 40,035.75	\$ 4,286.15	\$ 5,959.38	\$ 84,199.50
2036	\$ 35,508.13	\$ 38,509.43	\$ 4,116.56	\$ 6,078.56	\$ 84,212.69
2037	\$ 37,098.05	\$ 36,911.57	\$ 3,939.02	\$ 6,200.14	\$ 84,148.77
2038	\$ 38,820.46	\$ 35,242.15	\$ 3,753.53	\$ 6,324.14	\$ 84,140.28
2039	\$ 40,675.36	\$ 33,495.23	\$ 3,559.43	\$ 6,450.62	\$ 84,180.64
2040	\$ 42,530.27	\$ 31,664.84	\$ 3,356.05	\$ 6,579.63	\$ 84,130.79
2041	\$ 44,517.66	\$ 29,750.98	\$ 3,143.40	\$ 6,711.23	\$ 84,123.26
2042	\$ 46,637.55	\$ 27,747.69	\$ 2,920.81	\$ 6,845.45	\$ 84,151.49
2043	\$ 48,889.93	\$ 25,532.40	\$ 2,687.62	\$ 6,982.36	\$ 84,092.31
2044	\$ 51,274.81	\$ 23,210.13	\$ 2,443.17	\$ 7,122.01	\$ 84,050.11
2045	\$ 53,792.17	\$ 20,774.58	\$ 2,186.80	\$ 7,264.45	\$ 84,018.00
2046	\$ 56,442.03	\$ 18,219.45	\$ 1,917.84	\$ 7,409.74	\$ 83,989.06
2047	\$ 59,224.39	\$ 15,538.45	\$ 1,635.63	\$ 7,557.93	\$ 83,956.40
2048	\$ 62,139.24	\$ 12,725.29	\$ 1,339.50	\$ 7,709.09	\$ 83,913.12
2049	\$ 65,319.07	\$ 9,773.68	\$ 1,028.81	\$ 7,863.27	\$ 83,984.83
2050	\$ 68,498.90	\$ 6,671.02	\$ 702.21	\$ 8,020.54	\$ 83,892.67
2051	\$ 71,943.72	\$ 3,417.33	\$ 359.72	\$ 8,180.95	\$ 83,901.71
<b>Total</b>	<b>\$ 1,104,726.95</b>	<b>\$ 826,804.76</b>	<b>\$ 88,485.48</b>	<b>\$ 167,901.31</b>	<b>\$ 2,187,918.50</b>

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

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

7/28/2025

Agenda Item No. A)

**PRESENTER:**

Carly Farmer, Assistant City Engineer

**SUBJECT:**

Public hearing and first reading of an ordinance to amend Section 126-346 of the Code of Ordinances of the City of New Braunfels to restrict parking on the northeast side of Old FM 306 from Hunter Road to Common Street.

**DEPARTMENT:** Transportation and Capital Improvements, Public Works**COUNCIL DISTRICTS IMPACTED:** 4**BACKGROUND INFORMATION:**

Staff received a request from a property owner for a no parking zone along their property frontage on Old FM 306 due to concerns about damage to the pavement and roadway shoulder on Old FM 306 by parked vehicles.

Old FM 306 is a two-lane minor collector that begins at FM 306 and ends to the north of Hunter Road. The posted speed limit is 30 mph. It is uncurbed, has segments of sidewalks, and has a vegetated shoulder which transitions into a roadside earthen drainage channel. The property which no parking is requested is located on the east corner of the intersection of Old FM 306 and Hunter Road and is mostly comprised of vacation rental cottages. A series of duplex homes have direct driveway access to the southwest side of Old FM 306 between Hunter Road and Common Street. Other adjacent land uses on the northeast side of Old FM 306 include storage lots for the tractor supply store and a church at the southeast end of the street.

As part of the evaluation for the request, city staff conducted site visits in April 2025 to observe the current conditions of the pavement, roadway shoulder, and parking activity. The pavement width on Old FM 306 was measured to be between 22 and 24 feet. Vehicles were observed parked on the vegetated shoulder during all site visits. The edge of pavement, shoulder, and earthen channel were observed to be degrading due to vehicle parking activity. The roadway conditions and parking activity were discussed with the Streets and Drainage Division of the Public Works Department. Streets and Drainage staff supported parking restrictions along Old FM 306 due to maintenance concerns over damage to the pavement and changes to drainage conveyance from frequent parking activity.

**ISSUE:**

A property owner on Old FM 306 requested a no parking zone along their property frontage on Old FM 306.

**STRATEGIC PLAN REFERENCE:**

☐ Economic Mobility ☒ Enhanced Connectivity ☐ Community Identity

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

**FISCAL IMPACT:**

Traffic control signs cost approximately \$150 each. Sufficient funding is available in the FY 2025 Approved Streets and Drainage Budget.

**RECOMMENDATION:**

**Transportation and Traffic Advisory Board**

The Transportation and Traffic Advisory Board unanimously recommended approval at their June 12, 2025 meeting.

**Staff**

Staff recommends restricting parking on the northeast side of Old FM 306 from the intersection with Hunter Road to the intersection with Common Street.



**Figure 1 - Existing Old FM 306 (facing northwest)**



**Figure 2 – Vehicles parked off the pavement along Gruene Cottages property**



**Figure 3 – Damage to the edge of pavement, vegetated shoulder and drainage area within the ROW**





## No Parking Zone Request - Old FM 306 (Hunter Rd to Common St)





**ORDINANCE NO. 2025-\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW  
BRAUNFELS, TEXAS, AMENDING SECTION 126-346 TO RESTRICT  
PARKING ON THE NORTHEAST SIDE OF OLD FM 306 FROM HUNTER  
ROAD TO COMMON STREET**

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WHEREAS, after engineering and field investigation, the City Engineer has recommended that traffic control signs be installed on certain streets, avenues, thoroughfares and boulevards within the corporate limits of the City of New Braunfels in order to protect the health, safety and welfare of the citizens.

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

**I.**

THAT the City of New Braunfels Code of Ordinances Section 126-346 (f) is hereby amended as follows:

- (140) On the northeast side of Old FM 306 from the intersection with Hunter Road to the intersection with Common Street. Such no parking zone shall be designated as a tow-away zone.

**II.**

THAT all provisions hereof are hereby declared to be severable and if any provisions hereof is declared to be invalid or unconstitutional, such shall not invalidate or affect the remaining provisions hereof which will be and remain in full force and effect.

**III.**

THAT it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction,

such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**IV.**

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

PASSED AND APPROVED: First reading this the 28th day of July, 2025.

PASSED AND APPROVED: Second reading this the \_\_\_\_th day of \_\_\_\_, 2025.

CITY OF NEW BRAUNFELS, TEXAS

\_\_\_\_\_  
*NEAL LINNARTZ, MAYOR*

ATTEST:

\_\_\_\_\_  
*GAYLE WILKINSON, CITY SECRETARY*

APPROVED AS TO FORM:

\_\_\_\_\_  
*VALERIA M. ACEVEDO, CITY ATTORNEY*

7/28/2025

Agenda Item No. B)

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**PRESENTER:**

Carly Farmer, Assistant City Engineer

**SUBJECT:**

Public hearing and first reading of an ordinance to amend Section 126-346 of the Code of Ordinances of the City of New Braunfels to restrict parking on both sides of Arroyo Verde from Goodwin Lane to Arroyo del Sol.

**DEPARTMENT:** Transportation and Capital Improvements**COUNCIL DISTRICTS IMPACTED:** 4**BACKGROUND INFORMATION:**

Engineering staff received a request from the Arroyo Verde HOA concerning school traffic at the entrance to the Arroyo Verde subdivision. Arroyo Verde is a residential subdivision located off the west side of Goodwin Lane and is located approximately 300 feet from the property line of Oak Creek Elementary School, situated on the east side of Goodwin Lane. The HOA requested a no parking zone to be installed on both sides of Arroyo Verde between Goodwin Lane and Arroyo del Sol due to parked vehicles waiting for school pick-up and drop-off obstructing through traffic on the street and causing safety concerns at the intersection of Arroyo Verde and Goodwin Lane.

Observations were conducted by staff in April and May 2025, during afternoon pick-up hours for Oak Creek Elementary School. Multiple vehicles were observed to be parked along both sides of Arroyo Verde between Goodwin Lane and Arroyo del Sol. During all observations, staff noted that vehicles would park in close proximity to the stop sign and blocking the crosswalk ramps at the intersection with Goodwin Lane. When vehicles were parked along both sides of Arroyo Verde, the remaining pavement width for through traffic was 14 feet. Staff did not see any vehicles having difficulty getting by the parked vehicles or navigating the intersection at Goodwin Lane. The remainder of the parking activity in the Arroyo Verde subdivision related to school release was concentrated in the neighborhood pool parking lot. Staff did not observe any vehicles parked on Arroyo del Sol between Arroyo Loma and Arroyo Sierra.

A no parking zone is recommended on both sides of Arroyo Verde between Goodwin Lane and Arroyo del Sol to preserve intersection operations at the intersection with Goodwin Lane and reduce safety concerns. Staff has also identified other neighborhood streets off of Goodwin Lane that may benefit from parking restrictions due to school traffic. Staff will be conducting additional observations and contacting the Quail Valley and Wasser Ranch HOAs to discuss parking activity and recommended actions. Similar no parking zones have previously been established on neighborhood entrances off of FM 1101 due to concerns with school traffic from the nearby schools. Past observations conducted by staff demonstrate compliance with these established no parking zones.

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**ISSUE:**

The Arroyo Verde HOA requested a no parking zone on Arroyo Verde between Goodwin Lane and Arroyo del Sol.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

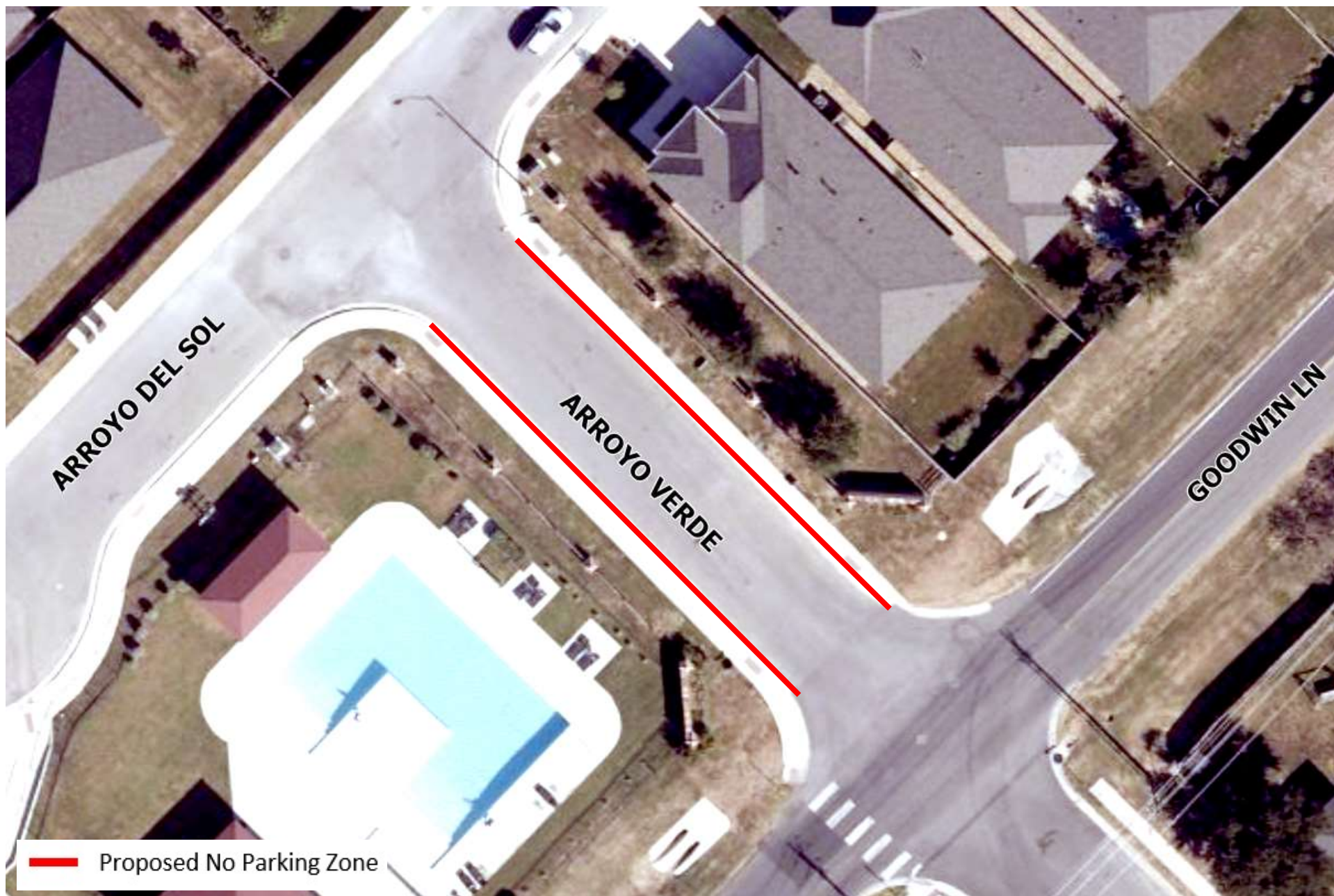
Traffic control signs cost approximately \$150 each. Sufficient funding is available in the FY 2025 Approved Streets and Drainage Budget.

**RECOMMENDATION:****Transportation and Traffic Advisory Board**

The Transportation and Traffic Advisory Board unanimously recommended approval at their July 10, 2025 meeting.

**Staff**

Staff recommends restricting parking on both sides of Arroyo Verde from Goodwin Lane to Arroyo del Sol.



**ORDINANCE NO. 2025-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW  
BRAUNFELS, TEXAS, AMENDING SECTION 126-346 TO RESTRICT  
PARKING ON ARROYO VERDE**

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WHEREAS, after engineering and field investigation, the City Engineer has recommended that traffic control signs be installed on certain streets, avenues, thoroughfares and boulevards within the corporate limits of the City of New Braunfels in order to protect the health, safety and welfare of the citizens.

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

**I.**

THAT the City of New Braunfels Code of Ordinances Section 126-346 (e) is hereby amended as follows:

- (5) On both sides of Arroyo Verde from the intersection with Goodwin Lane to the intersection with Arroyo del Sol. Such no parking zone shall be designated as a tow-away zone.

**II.**

THAT all provisions hereof are hereby declared to be severable and if any provisions hereof is declared to be invalid or unconstitutional, such shall not invalidate or affect the remaining provisions hereof which will be and remain in full force and effect.

**III.**

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

**IV.**

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

PASSED AND APPROVED: First reading this the 28th day of July, 2025.

PASSED AND APPROVED: Second reading this the \_\_\_\_th day of \_\_\_\_, 2025.

CITY OF NEW BRAUNFELS, TEXAS

\_\_\_\_\_  
*NEAL LINNARTZ, MAYOR*

ATTEST:

\_\_\_\_\_  
*GAYLE WILKINSON, CITY SECRETARY*

APPROVED AS TO FORM:

\_\_\_\_\_  
*VALERIA M. ACEVEDO, CITY ATTORNEY*



7/28/2025

Agenda Item No. C)

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**PRESENTER:**

Carly Farmer, Assistant City Engineer

**SUBJECT:**

Public hearing and first reading of an ordinance to amend Section 126-346 of the Code of Ordinances of the City of New Braunfels to restrict parking on Kentucky Boulevard and Canyon Drive.

**DEPARTMENT:** Transportation and Capital Improvements**COUNCIL DISTRICTS IMPACTED:** 3**BACKGROUND INFORMATION:**

Engineering staff received multiple requests from the community around New Braunfels High School (NBHS) concerning school traffic on Kentucky Boulevard. NBHS students, residents, and New Braunfels Police Department staff have requested that engineering staff investigate the issue of parked vehicles obstructing through traffic on the street and causing hazardous conditions for pedestrians and cyclists. NBHS is located along Loop 337 near SH 46. Kentucky Boulevard is a local street that provides access from the surrounding residential areas to the rear of the school where the majority of the on-campus parking is located. Kentucky Boulevard has a pavement width of approximately 30 feet and is uncurbed with no sidewalks. The posted speed limit on Kentucky Boulevard is 20 mph.

Site visits were conducted by staff in Spring and Summer 2025 on Kentucky Boulevard. Heavy parking activity has been documented along both sides of Kentucky Boulevard between Canyon Drive and Ohio Avenue. Staff consulted with New Braunfels Police Department and NBHS Student Resource Officers, who indicated that the daily parking activity resulted in congestion of the street, especially during morning drop-off/arrival and afternoon pick-up/departure for NBHS. Students walking to and from the parked vehicles and walking or biking to and from home were observed weaving between the parked vehicles or walking in the narrowed roadway while navigating the vehicular traffic moving through the street.

A no parking zone is recommended on the west side of Kentucky Boulevard between Ohio Avenue and Canyon Drive. At the intersection of Kentucky Boulevard and Canyon Drive, additional no parking areas are recommended to preserve intersection safety and operations. A pavement marking plan has been prepared that allocates two ten-foot lanes for two-way traffic and a seven-foot parking lane with a three-foot buffer on the east side of Kentucky Boulevard. Removing parking on one side of the roadway maintains two-way traffic flow that is needed to efficiently funnel traffic between the school and the area neighborhoods. Providing a parking lane and buffer will reduce conflict points between through traffic, parked vehicles, and pedestrians and cyclists while preserving some of the on-street parking inventory for students and the adjacent residences. The recommendation was reviewed and is supported by the New Braunfels Police Department and NBHS Student Resource Officers.



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**ISSUE:**

The community surrounding New Braunfels High School has requested parking restrictions and safety improvements on Kentucky Boulevard.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

The signs and pavement markings have a total cost estimate of \$6,000. There is sufficient funding in the FY 2025 Streets and Drainage Budget to cover this expenditure.

**RECOMMENDATION:****Transportation and Traffic Advisory Board**

The Transportation and Traffic Advisory Board unanimously recommended approval at their July 10, 2025 meeting.

**Staff**

Staff recommends restricting parking on portions of Kentucky Boulevard between Ohio Avenue and Canyon Drive and on Canyon Drive at the intersection with Kentucky Boulevard.


7/2/2025 AM 1:49:59  
\\f11e-02\Users\ss\Public\Works\farrow\Documents\Layouts\Kentucky Blvd\Kentucky Blvd\_001.dgn



LEGEND

--- NO PARKING

NO.	DATE	REVISION	APPROV.

 **City of New Braunfels**  
ENGINEERING DIVISION

KENTUCKY BLVD STRIPING LAYOUT

SCALE: 1"=30' SHEET: 1 OF 2

**200**

ITEM DESCRIPTION	UNIT	EST	FINAL
REFL PAV MRK TY I(W)6"(SLD)(100MIL)	LF	786	
REFL PAV MRK TY I(W)12"(SLD)(100MIL)	LF	320	
REFL PAV MRK TY I(W)24"(SLD)(100MIL)	LF	10	
REFL PAV MRK TY I(Y)6"(SLD)(100MIL)	LF	755	



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LEGEND

--- NO PARKING

ITEM DESCRIPTION	UNIT	EST	FINAL
REFL PAV MRK TY 1(W)6"(SLD)(100MIL)	LF	214	
REFL PAV MRK TY 1(W)12"(SLD)(100MIL)	LF	100	
REFL PAV MRK TY 1(W)24"(SLD)(100MIL)	LF	41	
REFL PAV MRK TY 1(Y)6"(SLD)(100MIL)	LF	322	

NO.	DATE	REVISION	APPROV.



City of  
New Braunfels

ENGINEERING DIVISION

KENTUCKY BLVD STRIPING LAYOUT  
SCALE: 1"=30' SHEET: 2 OF 2

**ORDINANCE NO. 2025-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW  
BRAUNFELS, TEXAS, AMENDING SECTION 126-346 TO RESTRICT  
PARKING ON KENTUCKY BOULEVARD AND CANYON DRIVE**

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WHEREAS, after engineering and field investigation, the City Engineer has recommended that traffic control signs be installed on certain streets, avenues, thoroughfares and boulevards within the corporate limits of the City of New Braunfels in order to protect the health, safety and welfare of the citizens.

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

**I.**

THAT the City of New Braunfels Code of Ordinances Section 126-346 (f) is hereby amended as follows:

- (141) On the west side of Kentucky Boulevard from the intersection with Ohio Avenue to a point 36 feet south of the intersection with Canyon Drive. Such no parking zone shall be designated as a tow-away zone.
- (142) On the east side of Kentucky Boulevard from a point 480 feet south of the intersection with Ohio Avenue southerly for a distance of 175 feet. Such no parking zone shall be designated as a tow-away zone.
- (143) On both sides of Canyon Drive from the intersection with Kentucky Boulevard westerly for a distance of 65 feet. Such no parking zone shall be designated as a tow-away zone.

**II.**

THAT all provisions hereof are hereby declared to be severable and if any provisions hereof is declared to be invalid or unconstitutional, such shall not invalidate or affect the remaining provisions hereof which will be and remain in full force and effect.

**III.**

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

**IV.**

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

PASSED AND APPROVED: First reading this the 28th day of July, 2025.

PASSED AND APPROVED: Second reading this the \_\_\_\_th day of \_\_\_\_, 2025.

CITY OF NEW BRAUNFELS, TEXAS

\_\_\_\_\_  
*NEAL LINNARTZ, MAYOR*

ATTEST:

\_\_\_\_\_  
*GAYLE WILKINSON, CITY SECRETARY*

APPROVED AS TO FORM:

\_\_\_\_\_  
*VALERIA M. ACEVEDO, CITY ATTORNEY*

7/28/2025

Agenda Item No. D)

---

**PRESENTER:**

Carly Farmer, Assistant City Engineer

**SUBJECT:**

Discuss and consider the first reading of an ordinance to create Section 126-154 of the Code of Ordinances of the City of New Braunfels to set the speed limit on W Klein Road.

**DEPARTMENT:** Transportation and Capital Improvements**COUNCIL DISTRICTS IMPACTED:** 2**BACKGROUND INFORMATION:**

Staff completed an engineering study to evaluate the appropriate speed limit on W Klein Road between FM 725 and FM 1044. The study was completed due to the completion of a roadway widening project on W Klein Road. The traffic study summary is attached.

Speed limits on Texas roads, including city streets, are set by statute in Section 545.352 of the Texas Transportation Code. The current speed limit on most city residential streets is 30 mph. The statute includes the following prima facie speed limits:

- Street in Urban District - 30 mph
- Alley in Urban District - 15 mph

Speed limits are set to inform motorists of appropriate driving speeds under favorable conditions. Regardless of the posted speed limit, some drivers will operate at speeds where they feel comfortable, given the design of the road and development/activity along the roadside. The overall goal of setting the speed limit is to increase safety within the context of retaining reasonable mobility for motorists.

Traffic data collection, review of crash history, and a site investigation were conducted for W Klein Road in May 2025 after completion of the W Klein Road widening project. The data collection points were selected to represent the differing adjacent land uses along different segments of the roadway. There were 31 total reported crashes between April 2022 and April 2025, five of which were speeding related.

Based on the site investigation and collected speed data, it is recommended that the regulatory speed limit on W Klein Road be revised to 35 mph from the intersection with FM 725 to the intersection with FM 1044. The measured 85th percentile speeds in the 40-43 mph range do not support a speed limit of 30 mph. However, the direct residential driveway access and pedestrian activity around the multiple schools in the area are conditions for which a 40-mph speed limit is not suitable. The median and pace speeds are indicative that a 35-mph speed

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limit is appropriate and in line with traffic speeds for the majority of vehicles traveling on W Klein Road. The 35-mph speed limit is also consistent with the regulatory speed limits posted on Walnut Avenue and County Line Road, both multi-lane arterials with similar functionality and in the same region of the city as W Klein Road.

The only instance in which a city may lower a speed limit without a traffic study, to as low as 25 miles per hour, is if the road is in an urban district, is less than four lanes, and is not a state highway. It is important to note that national and local research and data have shown that reducing the posted speed limit has little to no effect in reducing operating speeds.

**ISSUE:**

The posted speed limit for W Klein Road has been reevaluated due to completion of a roadway widening project.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

Traffic control signs cost approximately \$150 each. Sufficient funding is available in the FY 2025 Approved Streets and Drainage Budget.

**RECOMMENDATION:**

**Transportation and Traffic Advisory Board**

The Transportation and Traffic Advisory Board unanimously recommended approval at their July 10, 2025 meeting.

**Staff**

Staff recommends updating the regulatory speed limit on W Klein Road between FM 725 and FM 1044 to 35 mph.



## Traffic Study Summary

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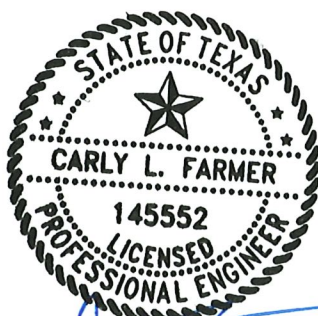
Date:	July 2, 2025
Recommendation:	Increase the speed limit on W Klein Road between FM 725 and FM 1044 to 35 mph
Prepared By:	Carly L Farmer, PE, CFM
Reviewed By:	Garry L Ford, PE, PTOE

---

### Background

An engineering study was completed to evaluate the appropriate speed limit on W Klein Road between FM 725 and FM 1044. The study was completed due to the completion of a roadway widening project on W Klein Road. The statutory maximum speed limit in the City of New Braunfels is 30 miles per hour (mph) except where otherwise established by ordinance and posted by official traffic signs. The city may alter speed limits based on the result of an engineering study.

W Klein Road is an approximately 3-mile-long minor arterial that spans from FM 725 to FM 1044. It is primarily a four-lane roadway with turn lanes from FM 725 to Klein Meadows/Calandra Lark, providing access to commercial and residential uses, schools, and the city's new sports park and library. The posted speed limit on W Klein Road is 30 mph from FM 725 to a point 2,000 feet east of the intersection with FM 1044. The speed limit is then posted at 35 mph up to the intersection with FM 1044. There is a school zone on W Klein Road at Klein Way for Klein Road Elementary School and New Braunfels Middle School. During the active hours of the school zone, the speed limit is 20 mph. W Klein Road is currently signalized at the intersections of FM 725, Walnut Avenue, and FM 1044. There is a pedestrian hybrid beacon installed across W Klein Road at Klein Way. Additionally, there are two uncontrolled and marked crosswalks crossing W Klein Rd at Dove Crossing Drive and Legend Park. The current speed limits, school zone, traffic signals, and crosswalks are shown in Figure 1.



*Carly L. Farmer*  
7/2/2025



*Garry L. Ford, Jr.*  
7/2/2025



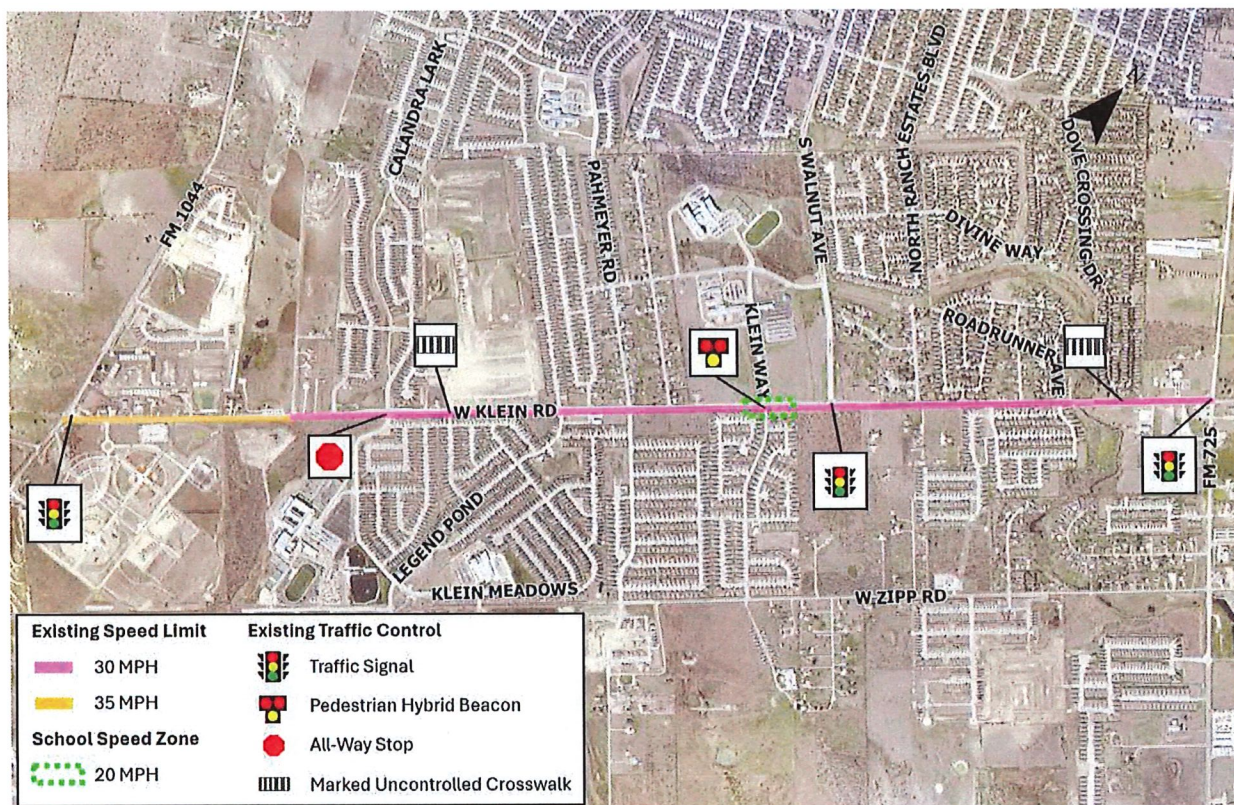


Figure 1. W Klein Road Traffic Conditions

A future traffic signal and school zone are planned for W Klein Road at Klein Meadows/Calandra Lark as shown in Figure 2. The new traffic signal is under design by NBISD, and the intersection is currently all-way stop-controlled in anticipation of the signal. A future school zone for Long Creek High School is planned at the intersection and is planned to have a speed limit of 20 mph during active hours.

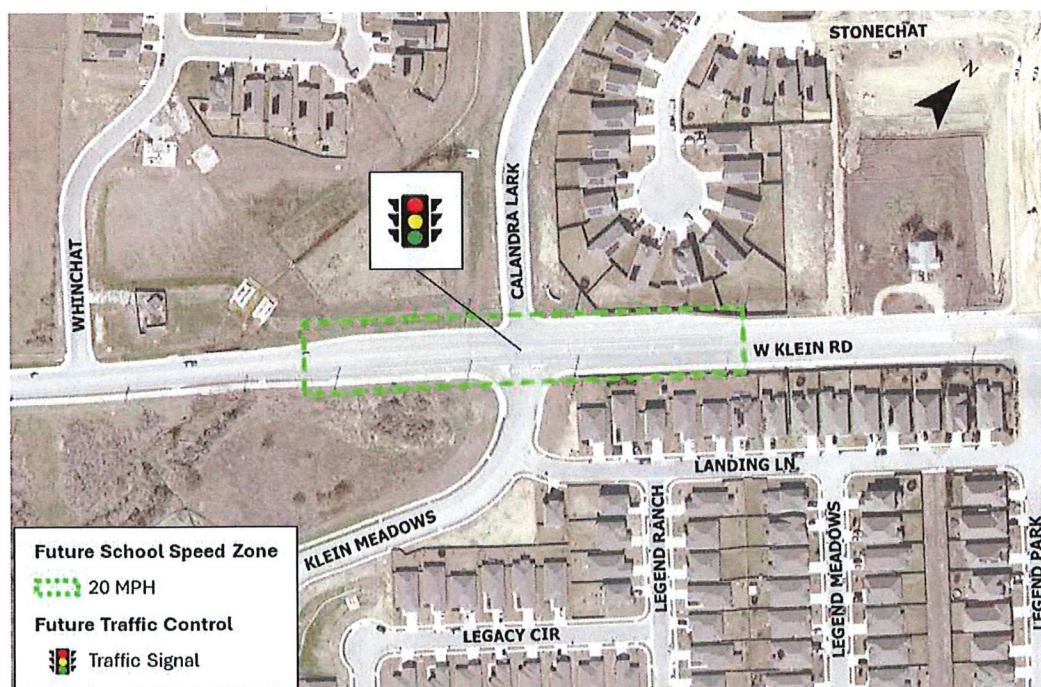


Figure 2. Future Improvements on W Klein Road at Klein Meadows/Calandra Lark



The city recently completed the second of a two-phase road widening project on W Klein Road between FM 725 and FM 1044. The project expanded the roadway from a narrow, two-lane road to a multi-lane facility, including turn lanes at key intersections and pedestrian improvements such as sidewalks and a continuous shared use path on the south side of the roadway. The completion of the project and the shift in traffic patterns due to development in the area warrant reevaluating the speed limit.

## Guidance

Speed limits applicable to public streets are established:

- Statutorily- a maximum speed limit applicable to a particular class of road that is established by State law; or
- As altered speed zones - based on engineering studies.

Engineering studies for recommending speed limits utilized by the city's Transportation and Capital Improvements Department are based on the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and new speed limit setting guidance in the latest federal Manual on Uniform Traffic Control Devices and Speed Limit Setting Handbook. The primary factors considered in the engineering study include:

- **Roadway environment** (such as roadside development, number and frequency of driveways and access points, and land use), functional classification, public transit volume and location or frequency of stops, parking practices, and pedestrian and bicycle facilities and activity;
- **Roadway characteristics** (such as lane widths, shoulder condition, grade, alignment, median type, and sight distance);
- **Geographic context** (such as urban district, rural town center, non-urbanized rural area, or suburban area) and multimodal trip generation;
- **Reported crash experience** for at least a 12-month period;
- **Speed distribution of free-flowing vehicles**, including the pace, median (50th-percentile), and 85th-percentile speeds;
- **Review of past speed studies** to identify any trends in operating speeds.

Other relevant factors may also be considered depending on the specific needs of the study approach and study area.

A city may declare a lower speed limit of not less than 25 miles per hour if the governing body determines that the prima facie speed limit on the streets is unreasonable or unsafe. By State Law, a traffic engineering study is required in order for a city to lower a speed limit below 25 mph.

## Site Investigation

Site investigations and a traffic study were completed for W Klein Road in the Spring of 2025. W Klein Road provides direct access to multiple commercial businesses and churches, as well as the Zipp Family Sports Park. Many residential subdivisions connect to W Klein Road, but there are some homes with driveways fronting the roadway that require backing into W Klein Road.

City staff determined that the current posted speed limit of 35 mph on the western end of W Klein Road is not supported by ordinance. This is likely because that portion of W Klein Road was once county-maintained before it was annexed by the city. Any posted speed limit other than 30 mph is required to be documented in the City of New Braunfels Code of Ordinances.

Two site factors, roadway environment and characteristics, inform the engineering to a considerable extent. The roadway environment encourages pedestrian and bicycle activity, with access noted previously, and a shared-use path on the corridor. A shared-use path is a facility that accommodates both pedestrians and bicycles, designed for use by individuals of all abilities. Due to right-of-way constraints associated with the project, the shared-use path is adjacent to the curb and travel lane with no continuous street lighting. It is preferred that a shared-use path be separated from the curb and travel lane by a minimum of four feet.

Additionally, there are pedestrian crossings across Klein Road at the traffic signals, pedestrian hybrid beacon, and unmarked crosswalks. One is associated with a community need at Klein Way, which is also a school zone. An upcoming crossing will be at Calandra Lark, connecting to another shared-use path in the Voss Farms subdivision that is part of the city's overall hike and bike network, with the Zipp Family Sports Park as a destination.

## Crash History

Traffic crash data for April 2022 through April 2025 was found through TxDOT's Crash Records Information System. There were 31 reported crashes on W Klein Road during this time, of which five were speeding-related.

## Data Collection

Traffic speed and volume data were collected in April 2025 for multiple locations along W Klein Road. The data collection points were selected to represent the differing adjacent land uses along different segments of these roadways. The average daily traffic (ADT) and the pace, 50<sup>th</sup> percentile (median), and 85<sup>th</sup> percentile speeds for each collection point are documented in Table 1.

**Table 1. Traffic Speed and Volume Data on W Klein Road**

Limits	Direction	ADT (vpd)	*Pace speed (mph)	50 <sup>th</sup> % speed (mph)	85 <sup>th</sup> % speed (mph)
Dove Crossing Dr to Roadrunner Ave	Eastbound	4,639	30-40	37	43
	Westbound	3,782	30-40	35	41
Ranch Estates Blvd to Walnut Ave	Eastbound	4,454	30-40	37	43
	Westbound	3,610	30-40	35	41
Klein Way to Savannah Hill Cir	Eastbound	4,757	30-40	33	40
	Westbound	4,667	30-40	34	41
Legend Pond to Legend Park	Eastbound	3,163	30-40	35	40
	Westbound	3,261	30-40	37	43
Whinchat to FM 1044	Eastbound	3,310	30-40	35	40
	Westbound	3,368	30-40	36	43

\*Pace speed is derived from speed data binned in 5mph increments

## Recommendation

Based on the site investigation and collected speed data, it is recommended that the regulatory speed limit on W Klein Road be revised to 35 mph from the intersection with FM 725 to the intersection with FM 1044. The measured 85<sup>th</sup> percentile speeds in the 40-43 mph range do not support a speed limit of 30 mph. However, the direct residential driveway access and pedestrian activity around the multiple schools in the area are conditions for which a 40-mph speed limit is not suitable. The median and pace speeds are indicative that a 35-mph speed limit is appropriate and in line with traffic speeds for the majority of vehicles traveling on W Klein Road. The 35-mph speed limit is also consistent with the regulatory speed limits posted on Walnut Avenue and County Line Road, both multi-lane arterials with similar functionality and in the same region of the city as W Klein Road.

**ORDINANCE NO. 2025-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW  
BRAUNFELS, TEXAS, CREATING SECTION 126-154 TO SET THE  
SPEED LIMIT ON W KLEIN ROAD.**

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WHEREAS, after engineering and field investigation, the City Engineer has recommended that traffic control signs be installed on certain streets, avenues, thoroughfares and boulevards within the corporate limits of the City of New Braunfels in order to protect the health, safety and welfare of the citizens.

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

**I.**

THAT the City of New Braunfels Code of Ordinances Section 126-154 is hereby created to read:

Sec. 126-154. – Speed limit on W Klein Road.

- (a) The maximum, reasonable and prudent speed limit on the section of W Klein Road from FM 725 to FM 1044 shall be no greater than 35 miles per hour.

**II.**

THAT all provisions hereof are hereby declared to be severable and if any provisions hereof is declared to be invalid or unconstitutional, such shall not invalidate or affect the remaining provisions hereof which will be and remain in full force and effect.

**III.**

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

**IV.**

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

PASSED AND APPROVED: First reading this the 28th day of July, 2025.

PASSED AND APPROVED: Second reading this the \_\_\_\_th day of \_\_\_\_, 2025.

CITY OF NEW BRAUNFELS, TEXAS

\_\_\_\_\_  
*NEAL LINNARTZ, MAYOR*

ATTEST:

\_\_\_\_\_  
*GAYLE WILKINSON, CITY SECRETARY*

APPROVED AS TO FORM:

\_\_\_\_\_  
*VALERIA M. ACEVEDO, CITY ATTORNEY*



7/28/2025

Agenda Item No. E)

**PRESENTER:**

Carly Farmer, Assistant City Engineer

**SUBJECT:**

Discuss and consider approval of the Neighborhood Traffic Calming Policy to replace the current Speed Hump Policy.

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

The City's Speed Hump Policy was adopted by the City Council in 1999. Staff is developing a new Neighborhood Traffic Calming Policy to replace the existing policy to be more responsive to the community, address traffic safety issues and concerns, and develop a program based on the latest state of the practice. Updating the 1999 Speed Hump Policy is a recommendation from the City's Street Safety Action Plan adopted by the City Council in early 2024.

**ISSUE:**

The City's Speed Hump Policy was adopted by the City Council in 1999 and needs to be updated to the latest state of the practice.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

The implementation of traffic calming plans approved in accordance with the new Neighborhood Traffic Calming Policy will be funded through the annual dedicated traffic calming budget, which is allocated from the General Fund.

**RECOMMENDATION:****Transportation and Traffic Advisory Board**

The Transportation and Traffic Advisory Board unanimously recommended approval at their June 12, 2025, meeting.

**Staff**

Staff recommends adoption of the Neighborhood Traffic Calming Policy to replace the existing Speed Hump Policy.

# City of New Braunfels

## Neighborhood Traffic Calming Policy

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*2025*



## Executive Summary

The intent of this policy is to outline the criteria used in an engineering evaluation to determine if installation of traffic calming is appropriate for local streets in the city. Speeding is a large concern for residents in the city and speed limit changes and traffic calming are the most common traffic requests received by city staff. Studies demonstrate that changing the posted speed does little to circumvent speeding, but research has shown that traffic calming measures which alter the geometric characteristics of a roadway and/or the road user's perception induce slower speeds. In order for traffic calming to be effective, their use should be in accordance with established transportation and traffic engineering criteria, documented facts, and engineering judgement. As is the case with all traffic control devices, proper use will encourage compliance and safe driving practices while maintaining responsible allocation of city resources.

This policy details the initiation of a traffic calming request, the engineering evaluation and recommendation, the traffic calming design process, public outreach strategies, and the procedure for approval and installation of the final traffic calming plan. The policy also includes a prioritization process for funding approved projects as well as an appeals procedure.

Traffic calming should not be used as an all-inclusive solution, as every street has a unique combination of roadway geometry, context, and traffic dynamics. Speed management is often a complex issue that requires a multifaceted approach, using engineering methods along with education and enforcement. Engineering staff is to work closely with the Police Department and planning and community engagement staff to incorporate enforcement of speed limits and public education strategies as well as identify critical changes to neighborhood design standards and processes. However, a city's speed management program does not override or diminish driver responsibility to obey traffic laws and conduct vehicles in a safe manner.

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## Background

The primary purpose of traffic calming is to support the livability and vitality of residential and commercial areas through improvements in non-motorist safety, mobility, and comfort. Traffic calming consist of horizontal, vertical, lane narrowing, roadside, and other features that use self-enforcing physical or psycho-perception means to produce the desired effects of reducing vehicle speeds and/or volumes on a single street or street network. Psycho-perception refers to how individuals consciously and unconsciously interpret their environment, and how these interpretations influence thoughts and behaviors.

## Authority

Section 126-61(b) of the City of New Braunfels Code of Ordinances gives the City Engineer or their designee the authority to install certain traffic control devices in the public right-of-way within city limits. Traffic calming is typically not a standard traffic control device, and the authority to install traffic calming measures is based on this policy.

## Design Guidelines

Traffic calming elements are designed in accordance with state and federal guidelines. These include but are not limited to:

- American Association of State Highway and Transportation Officials (AASHTO)
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)
- Texas Department of Transportation (TxDOT)
- National Association of City Transportation Officials (NACTO)
- Institute of Transportation Engineers (ITE)

## Request Process

### Initiation

When a resident becomes concerned about traffic and speeding issues on a city street, they may decide to request city staff complete a traffic calming investigation. This initial request may be submitted via phone call, email, online form, mailed letter, or in-person inquiry at city offices.

### Eligibility Evaluation

City staff will first perform a preliminary eligibility evaluation of the street before proceeding with the request process. Factors such as location, street classification, ownership (city, TxDOT, private, etc.), and impacts to emergency services routes or access may disqualify a street from traffic calming eligibility.

### Application

The next step of the request process is the application and petition. The applicant will fill and submit the Traffic Calming Investigation Form. The following information is required:

- The street segment that traffic calming is being requested for, identified by the street name and the limits (eg. Walnut Avenue from Landa Street to San Antonio Street). The street segment must encompass one or more complete blocks. A block is a unit of land bounded by streets or other transportation or utility rights-of-way, parks, streams, waterways, or any other barrier to the continuity of development. This is the study area of the traffic calming investigation. Note that traffic calming has little impact when implemented on single, short street segments. Applicants are encouraged to expand the request area to multiple blocks when block lengths are short (less than 600 feet).
- A contact person must be designated for the request, with their name, address, phone number, and email address provided. The contact person is responsible for the completeness and validity of both the application and petition, as well as correspondence with city staff and the community concerning the request.
- If the street is within a subdivision with a Homeowners or Property Owners Association (HOA or POA), a signed statement of support for traffic calming from a representative of the HOA or POA leadership is required.

### Petition

Attached to the Traffic Calming Investigation Form is the Evidence of Neighborhood Support. The contact person is responsible for turning in this petition with signatures from at least two-thirds of the properties adjacent to the street segment that traffic calming is being requested for. An adjacent property is any property that borders the identified street segment. Each signer must provide their name, address, phone number, and email address and whether or not they are the property owner. Only one signature per property will be accepted for the petition. The contact person is responsible for verifying the legibility of the information provided by each signer. Although signatures are acceptable from the occupant or the property owner, some traffic calming measures cannot be installed in front of a property if the owner objects to it.

The contact person will fill and sign the petition verification statement attached to the petition asserting the validity of the petition as well as confirming the traffic calming request was discussed and explained with each signer before signatures were provided.

## Submission

The application and petition package are submitted to staff via email, mail, or drop-off at City Hall. Once received, staff will review the package for completeness, including the number of signatures received on the petition against the number of signatures required to meet the two-thirds requirement. Staff will communicate with the contact person to either confirm the advancement of their traffic calming request to the evaluation stage or to request revisions to the application or additional signatures on the petition.

## Department Contact Information

City of New Braunfels  
Transportation and Capital Improvements  
Address: 550 Landa Street  
New Braunfels, Texas 78130  
Website: [Submit a Request](#)  
Phone: (830) 221-4275  
Email: [TCI@newbraunfels.gov](mailto:TCI@newbraunfels.gov)

## Evaluation

Staff evaluates the study area and makes a determination on the target speed and target volume for the roadway. The target speed and volume represent the appropriate values for the roadway based on engineering judgement and geometric characteristics such as pavement width, right-of-way width, number of lanes, block length, and presence of horizontal or vertical curves. Additional factors considered include adjacent land uses, existing bicycle and pedestrian infrastructure, connectivity, frequency of homes fronting the roadway, and driveway spacing.

Based on the considerations above, staff may determine that the street segment is ineligible for traffic calming. The contact person is then notified, and the request does not move forward.

## Data Collection

Speed and volume data is collected on the street within the study area for a minimum of 24 hours using non-intrusive collection means. Data is collected on a typical weekday during the school year when speeds and volumes are highest for most roadways. The collection time period may be adjusted on a case-by-case basis for areas with higher traffic volumes or speeds in the summer months or on weekends. Traffic data is collected during clear weather and average roadway conditions. Data is not collected if counts will be impacted by construction activity or special event closures.

Crash data in the study area for the past 3 years is obtained from TxDOT's Crash Records Information System. Staff will investigate to determine if speeding was a contributing factor to any reported crashes or if other safety issues are evident in the study area.

## Analysis

The volume and speed from the collected traffic data is compared to the target speed and target volume from the staff evaluation of the study area. In order for traffic calming to be warranted on a street, the following criteria must be met:

- Engineering judgement determines that traffic calming on the street would be of significant benefit to the safety of road users; and
- Volume: the Average Daily Traffic (ADT) volume recorded in the study area must exceed the target volume; or
- Daily Speed: 15% of vehicles are traveling at least 5 mph over the target speed.

Meeting volume or speed criteria is not conclusive justification to install or not install traffic calming. The engineering study is ultimately the basis for the decision and will determine the type and location of traffic calming for the proposed street.

## Results

Staff determines if traffic calming is warranted based on the engineering study. If traffic calming is warranted, the request moves forward to the design stage. If traffic calming is not warranted, the contact person is notified of the results of the warrant, and the request is closed.

## Design

When staff determines that traffic calming is warranted on a street, a draft traffic calming plan is designed based on roadway characteristics, target volume and speed, and collected traffic data. Potential traffic calming devices proposed in the draft calming plan may include but are not limited to:

- Pavement markings (lane delineation, bulb-outs)
- Speed humps
- Enhanced crosswalks
- Radar feedback signs
- Neck downs
- Mini roundabouts
- Curb extensions

The following devices are not approved for traffic calming, and will not be considered as part of a traffic calming plan:

- Stop signs
- Traffic signals
- “Children at Play” signs

Once completed, the draft traffic calming plan is provided to the contact person to distribute for review and feedback to the community in the study area. A public meeting date is scheduled in coordination with the contact person. Anyone unable to attend the public meeting must provide any feedback to staff by close of business the day of the meeting. Feedback may be submitted to staff via call, email, or letter.

## Public Meeting

### Transportation and Traffic Advisory Board

Draft traffic calming plans are presented to the Transportation and Traffic Advisory Board for approval. The Board typically meets monthly at 6:00 p.m. on the second Thursday of the month in the Tejas Room at City Hall. Meeting dates and details are posted on the city's website and on the bulletin board outside of City Hall. These meetings are open to the public. Staff coordinates with the contact person to schedule an appearance before the Board for the traffic calming request to be heard.

At the meeting, staff presents the request for traffic calming, including the background, evaluation, and draft traffic calming plan design. Any public feedback received up until the end of business the day of the meeting is reviewed with the Board. All meeting attendees will have the opportunity to speak during the public comment period of the meeting and provide feedback on the draft design.

The Board will consider the staff recommendation and public feedback before taking action. If the Board votes to approve the staff recommended traffic calming plan or an alternative plan supported by staff, the draft plan will move to the final design stage. If the plan is denied, or an alternative plan is recommended that is not supported by staff, the case will be presented to City Council for final decision.

### City Council

In the event that the Transportation and Traffic Advisory Board does not approve the staff recommended traffic calming plan, staff will coordinate with the contact person to schedule an appearance before City Council for a final decision on the traffic calming plan design. If a traffic calming plan is approved, the case moves to final design. If City Council does not approve a traffic calming plan, the contact person is notified, and the request closed.

## Final Design

Adjustments to the draft design are made based on the outcome of the public meeting process, and the traffic calming plan is finalized. The approved traffic calming plan is added to the list of plans awaiting funding. Staff is authorized to move plans forward to installation once funding is identified and available.

## Funding

Implementation of approved traffic calming plans is funded through an annual dedicated traffic calming budget. Approved plans are funded on a first-come, first-served basis. In the event that the need for funding exceeds the budget, the plans awaiting funding will be prioritized, and the next year of funding will be dispersed in priority order at the start of the fiscal year. Staff will seek additional funding sources where available should a backlog of projects develop in order to implement approved traffic calming plans in a timely manner.

Approved plans will be prioritized using a scoring system that sums point values from key safety, speed, and volume criteria. In addition, approved plans that have been awaiting funding for longer than 6 months after approval date will receive additional points. The plan with the highest score is considered to have the highest priority for the next available funding. Scoring criteria and point values are outlined in the tables below.

- Crashes- number of reported speeding related crashes in a 3-year period

Number of Crashes	Points Assigned
0	0
1-2	1
3-4	2
5-6	3
7-9	4
10 or more	5

- Speed- difference between the target speed and the 85<sup>th</sup> percentile speed recorded for the street segment

85 <sup>th</sup> Percentile Speed – Target Speed	Points Assigned
Less than 5	0
5-7	4
8-9	6
Greater than 10	8

- Peak hour volume- the two-way peak hour volume recorded for the street segment

Hourly Volume (veh/hr)	Points Assigned
Less than 50	0
50-99	1
100-249	2
250-500	3
More than 500	4

- Daily volume- percentage comparison between the target volume and average daily traffic volume recorded for the street segment

ADT/Target Volume	Points Assigned
Less than 100 %	0
100-124 %	2
125-149 %	4
150-200 %	6
Greater than 200 %	8

- Neighborhood criteria

Other Considerations	Points Assigned
School within ½ mile radius	1
Special pedestrian generators within 1,000-foot radius	1
Absence of sidewalks on the project street	1



- Longevity- amount of time that has passed since the traffic calming plan was approved

Months Since Plan Approval	Points Assigned
0-5	0
6 or more	1 point for every 6 months

### Installation

Elements of approved traffic calming plans are to be installed in accordance with approved construction standards and specifications. The timing of installation is dependent on the workload and availability of the Public Works Department and, if necessary, a third-party contractor.

### Appeals

In the event that traffic calming is not warranted and is not recommended by staff, the contact person can pursue an appeal through the Transportation and Traffic Advisory Board. If the Board rejects the appeal, the contact person is notified, and the request is closed. If the Board recommends approval of the appeal, the case will be heard by City Council where the final decision to override the staff determination on the need for traffic calming will be made. The decision to approve or deny an appeal by City Council is final.

### Removal

Removal of traffic calming requires a petition with signatures from at least two-thirds of the properties adjacent to the street segment that traffic calming removal is being requested for. Cost for removal of the traffic calming is the responsibility of the requester. There will be no city participation in the cost incurred.

## TRAFFIC CALMING INVESTIGATION FORM

The following is a request form for traffic calming. Each request must contain the completed information as indicated in sections A, B, C, D, and E. The request will be processed in accordance with the provisions of the City of New Braunfels Neighborhood Traffic Calming Policy.

### A. STREET STUDY AREA

Provide the name of the street and the boundaries of the street segment for which traffic calming is requested. Traffic studies will be conducted only within the boundaries indicated. Please use street names for boundary limits, not block ranges. Street segments of a single block must be at least 600 feet in length.

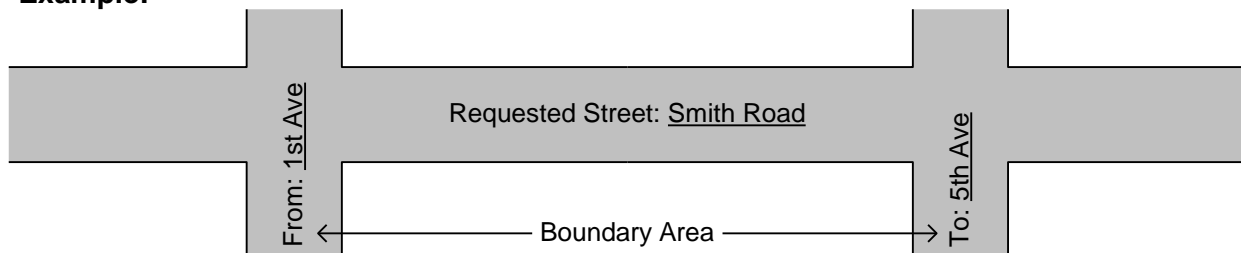
**Requested Street:** \_\_\_\_\_

**Boundary Area**

**From:** \_\_\_\_\_

**To:** \_\_\_\_\_

**Example:**



### B. TRAFFIC CALMING PREFERENCES

Select all traffic calming devices that the community would like to be considered for this request.

- ☐ Pavement Markings (Lane Delineation, Bulb-Outs)
- ☐ Speed Humps
- ☐ Enhanced Crosswalks
- ☐ Radar Feedback Signs
- ☐ Neck Downs
- ☐ Mini Roundabouts
- ☐ Curb Extensions
- ☐ Other: \_\_\_\_\_

*Note: stop signs, traffic signals, and "children at play" signs are not approved for traffic calming*

### C. CONTACT PERSON INFORMATION

Each request must provide a contact person who represents the neighborhood association or property owners on the requested street within the study boundary area. The contact person will receive all correspondence and will be responsible for gathering evidence of support and verifying signatures on the speed hump petition.

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Neighborhood Association:** \_\_\_\_\_

### D. VERIFICATION STATEMENTS

I, \_\_\_\_\_ (Contact Person identified in Section C), verify that the signatures on this form are valid and represent at least two-thirds of the properties adjacent to the requested street within the boundary area identified in Section A. The traffic calming request was discussed and explained to each signer before signatures were obtained. I understand I am responsible for disseminating information and updates concerning this request to the community within the study area boundaries.

**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

We, \_\_\_\_\_ (Neighborhood Association identified in Section C), endorse the request for traffic calming on the requested street within the boundary area identified in Section A.

**Neighborhood Association Representative:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

### SUBMIT COMPLETED FORM TO:

City of New Braunfels  
Transportation and Capital Improvements  
550 Landa Street New Braunfels, TX 78130  
(830) 221-4275  
[TCI@newbraunfels.gov](mailto:TCI@newbraunfels.gov)

## E. EVIDENCE OF NEIGHBORHOOD SUPPORT

Signatures from at least two-thirds of the properties adjacent to the requested street within the boundary area are required for a complete petition. Signatures from either the occupant or the property owner are acceptable.

*"We hereby offer our support for traffic calming located on the requested street within the boundary area identified in Section A. We understand that traffic calming, if warranted, shall meet the guidelines established in the City of New Braunfels Neighborhood Traffic Calming Policy. The information submitted in this application for traffic calming was explained by the contact person identified in Section C."*

[illegible]

(Use additional sheets as necessary)

7/28/2025

Agenda Item No. F)

**PRESENTER:**

Matthew Simmont, AICP, Planning Manager

**SUBJECT:**

Public hearing and first reading of an ordinance regarding the proposed rezoning of 0.25 acres out of the Mission Oaks Unit 5 Subdivision, Block 14, Lot 11, from R-3 (Multifamily District) to R-3 SUP (Multifamily District with a Special Use Permit for Short Term Rental), currently addressed at 13 & 15 Moss Rock Drive.

**DEPARTMENT:** Planning and Development Services**COUNCIL DISTRICTS IMPACTED:** 3**BACKGROUND INFORMATION:****Case Number:** SUP25-088**Applicant/Owner:** Angelika Nickel, MD, dr.a.nickel@hotmail.com**Staff Contact:** Mary Lovell, mlovell@newbraunfels.gov, (830) 221-4051

**During the May 27, 2025 City Council meeting, the applicant requested a postponement to the July 28, 2025 City Council meeting, and the applicant's request was approved unanimously (7-0-0).**

The subject property is approximately 0.25 acres on the northeast side of Moss Rock Drive and is approximately 350 feet northwest of the intersection of Moss Rock Drive and Wood Road. It is developed with a duplex with 2,142 square feet of living space. This rezoning application is requested to allow the short-term rental (STR) of each unit of the duplex.

Per the Zoning Ordinance, the maximum occupancy of the smaller unit consisting of 2 bedrooms is 6, and the maximum occupancy of the larger unit (3 bedrooms) is 8. The subject property meets the combined minimum required off-street parking of 5 spaces.

The property is surrounded by single-family homes and duplexes. The surrounding zoning is R-3 (Multifamily District) to the east and south and R-1 (Single-Family District) to the north and west.

**ISSUE:**

Short-term rental standards in the Zoning Ordinance help to ensure proper measures are in place to protect public health, safety, and neighboring properties. If this rezoning request is approved, the registration of the short-term rental and online payment of hotel occupancy taxes is required. Also, the project must comply with all other City Code standards.

**Traffic Impact Analysis (TIA):** N/A**Drainage:** N/A

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## COMPREHENSIVE PLAN REFERENCE:

The applicant's request is consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land-use patterns.
- **Action 1.14:** Ensure regulations do not unintentionally inhibit the provisions of a variety of flexible and innovative lodging options and attractions.

**Future Land Use Plan:** The subject property is located within the New Braunfels Subarea, within an Existing Tourist Center and Outdoor Recreation Center.

There is currently 1 approved short-term rental property within one-half mile of the subject property.

## STRATEGIC PLAN REFERENCE:

☒ Economic Mobility ☐ Enhanced Connectivity ☐ Community Identity

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

Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.

## FISCAL IMPACT:

The proposed rezoning request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Mix of uses (residential and short-term rental) developed on a single parcel of land increases revenue to cover costs of services. If approved, the property will be subject to local and state hotel occupancy tax (HOT).

## RECOMMENDATION:

**The Planning Commission held a public hearing on May 6, 2025, and recommended denial (7-1-0).**

Since the standards in the ordinance for all STRs are intended to mitigate negative impacts within residential areas, and since this site, while not on a corner, is also not too far removed from an intersection, staff recommends approval subject to 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.

*Mailed notification as required by state statute:*

Public hearing notices were sent to owners of 19 properties within 200 feet of the request.

**Opposition represents more than 20% of the notification area. Pursuant to state statute, a  $\frac{3}{4}$  majority of City Council (6 votes) will be required to approve the applicant's request unless that opposition changes.**

## Resource Links:

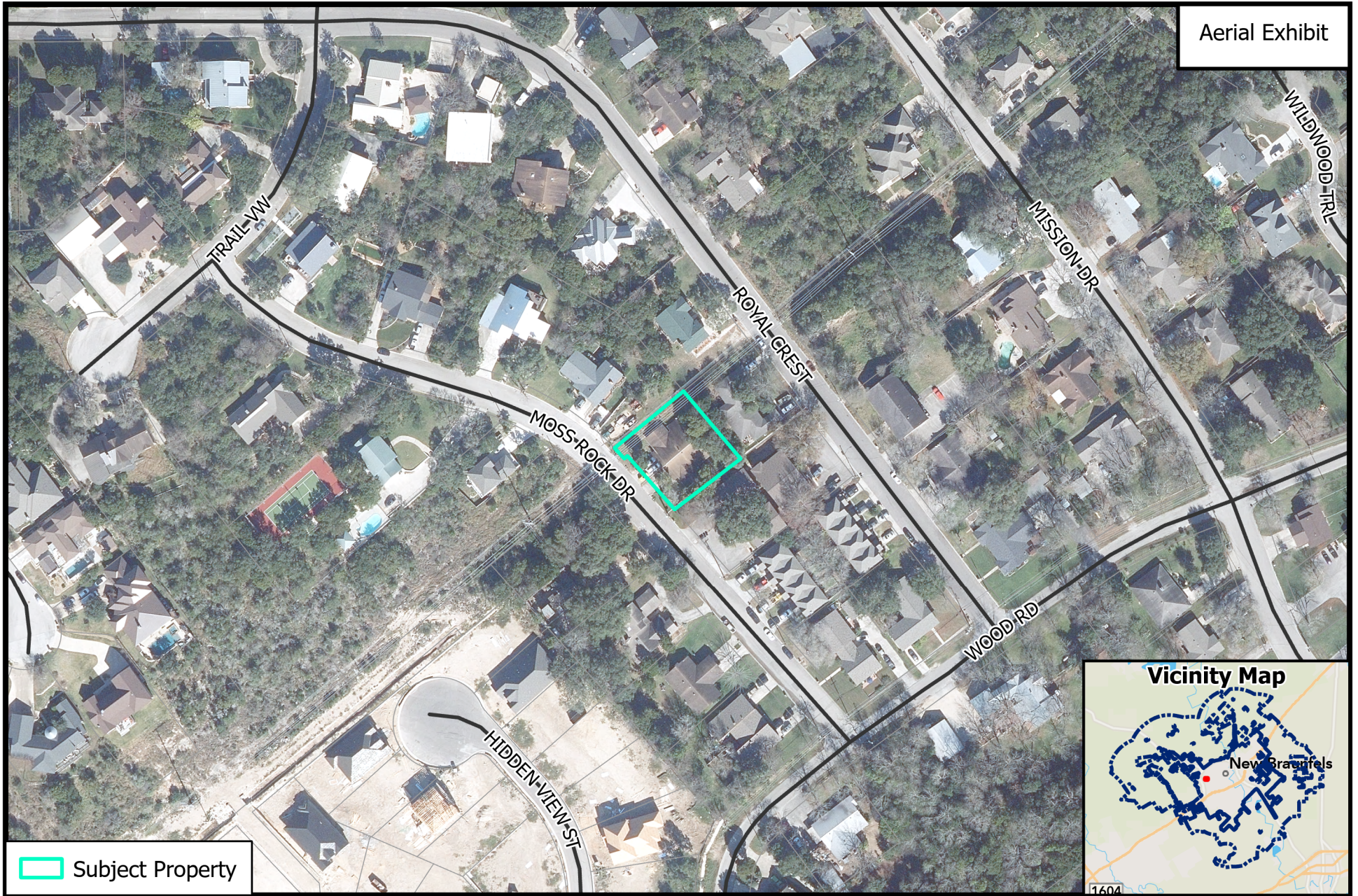
- Chapter 144, Sec. 3.3-3 (R-3) of the City's Code of Ordinances:  
[https://library.municode.com/tx/new\\_braunfels/codes/code\\_of\\_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?_ga=2.171111111.171111111.171111111-171111111.171111111)
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances:

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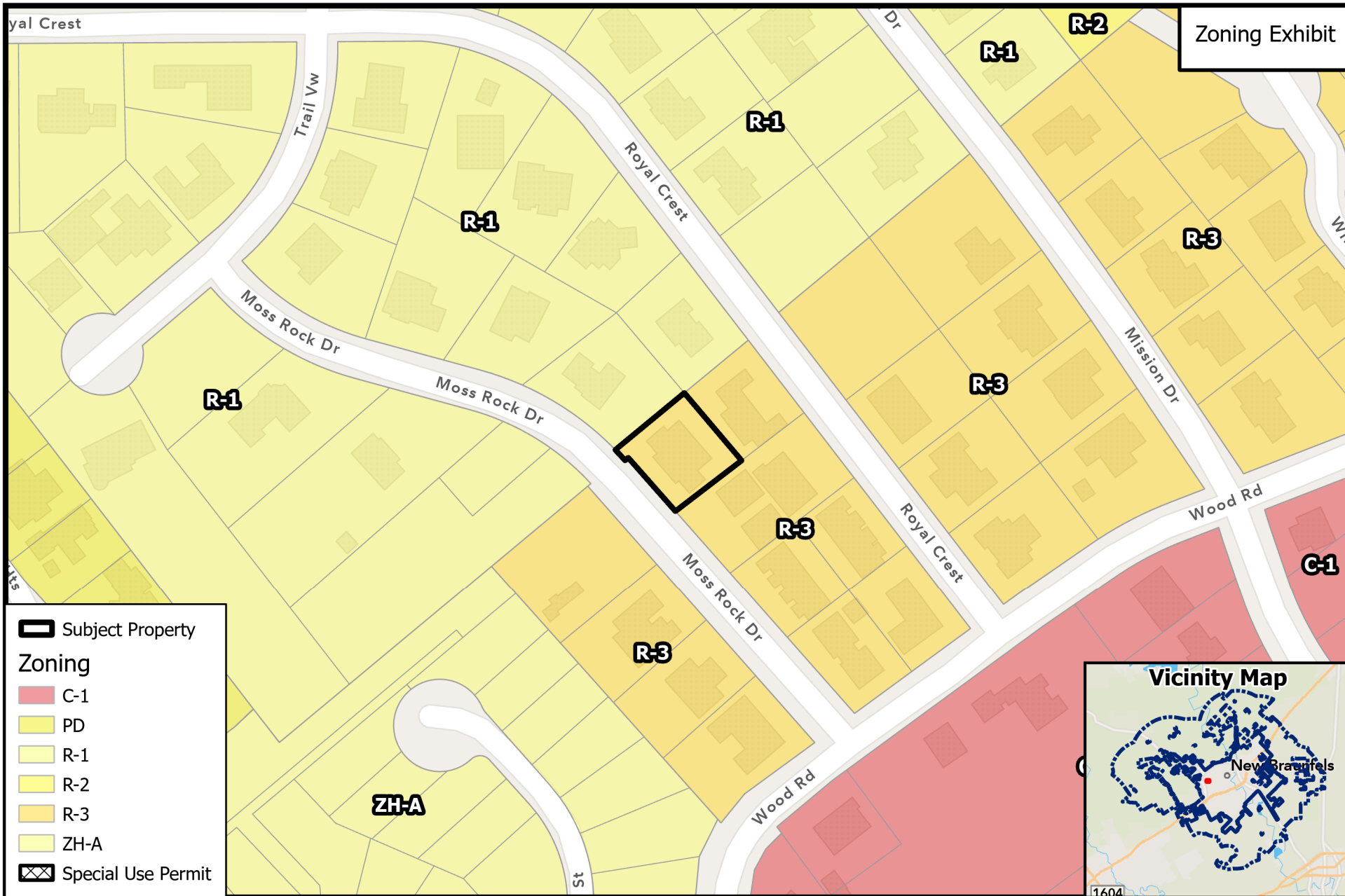
[<https://library.municode.com/tx/new\\_braunfels/codes/code\\_of\\_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?)

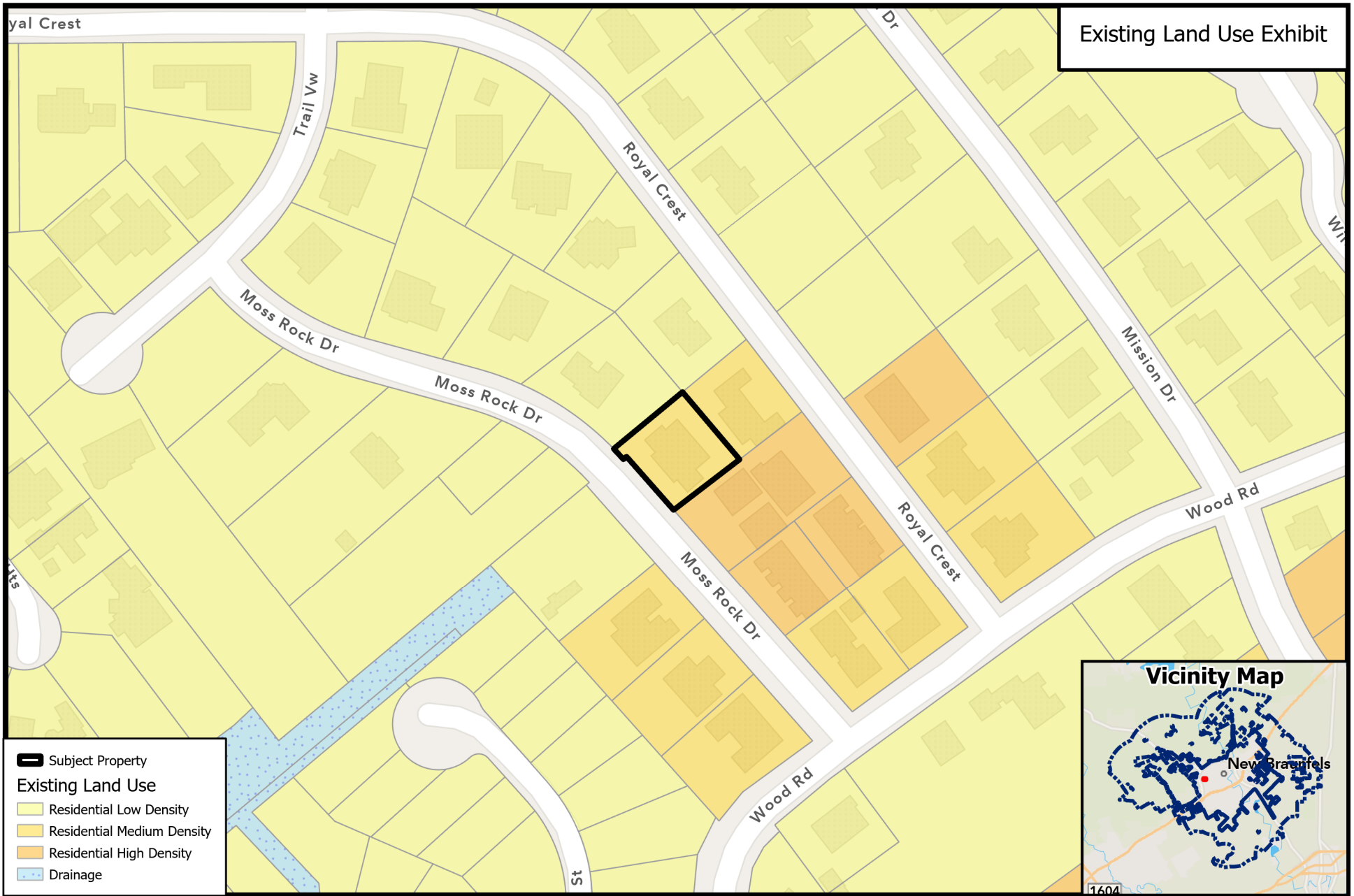
- Chapter 144, Sec. 5.17 (Short-term Rental) of the City's Code of Ordinances:  
[<https://library.municode.com/tx/new\\_braunfels/codes/code\\_of\\_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?)

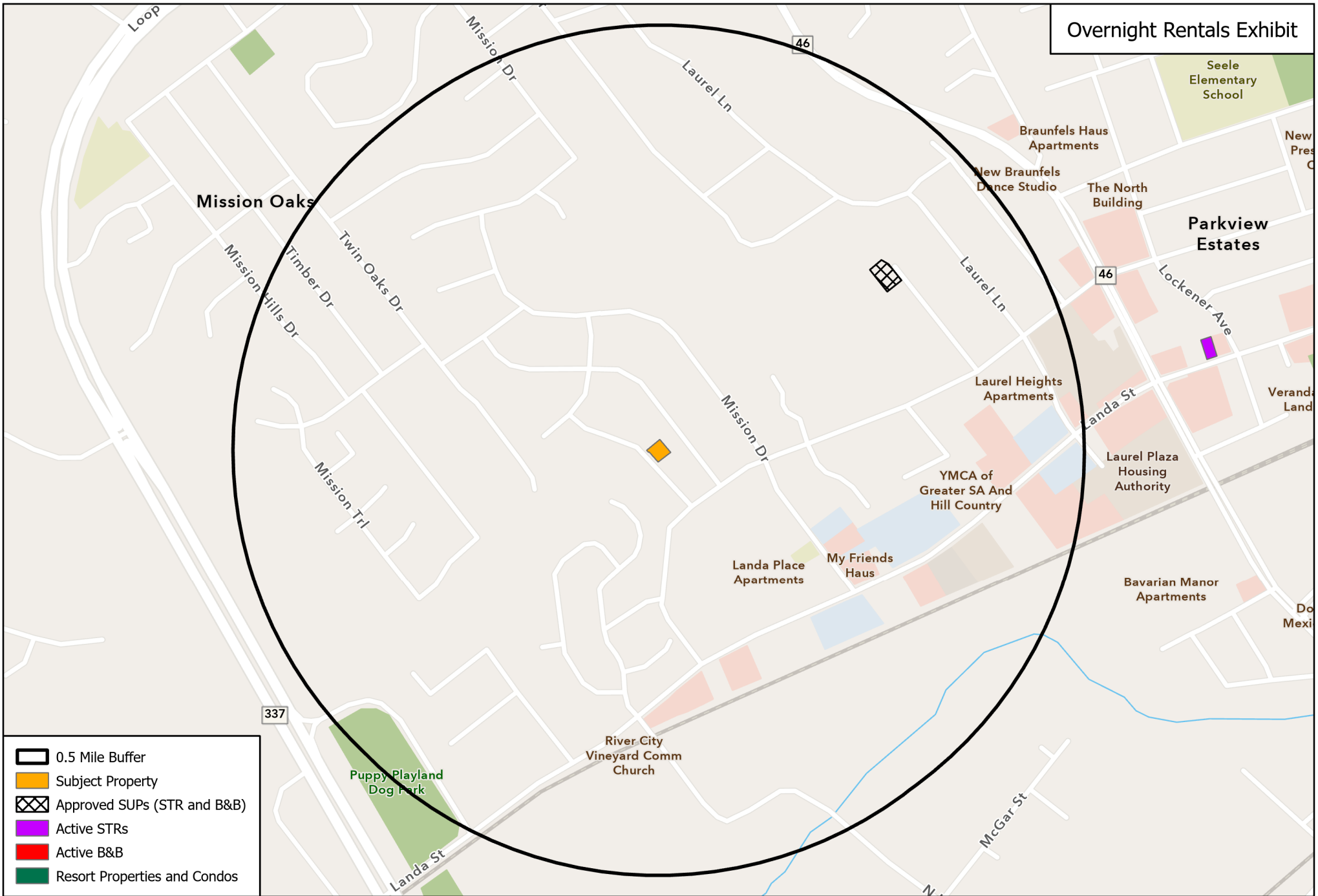




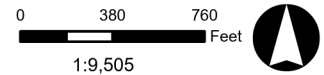








**SUP25-088**  
**SUP for STR**



**Beata Angelica Nickel, MD, PhD**

**13 Moss Rock Dr., New Braunfels, TX 78130**

**(310) 230 4200**

**dr.a.nickel@hotmail.com**

Re: 13/15 Moss Rock Dr., New Braunfels, TX 78130

1/7/25

To Whom it may concern,

I, Beata Angelica Nickel, MD, PhD, the property owner of 13/15 Moss Rock Dr., New Braunfels, TX 78130, acknowledge that this site plan submitted for the purposes of rezoning this property is in accordance with all applicable provisions of the Zoning Ordinance. Additionally, I understand that City Council approval of this site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City adopted Codes/Ordinances at the time of plan submittal for building permits. Nor does it relieve me from adherence to any/all state or federal rules and regulations.



Beata Angelica Nickel, MD, PhD

**B. Angelika Nickel, MD, PhD**

**13 Moss Rock Dr, New Braunfels, TX 78130**

**310 230 4200**

**dr.a.nickel@hotmail.com**

To

City of New Braunfels Planning Dept

550 Landa St

New Braunfels TX 78130

Project letter

2/11/25

Dear Planning Dept,

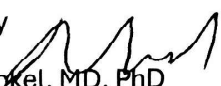
I grew up in Germany, got a scholarship to attend Duke Medical School in NC and had a major career as a surgeon in the US. When a near fatal accident paralyzed my right arm, I received no insurance payments and was forced to reinvent myself. Since then, I operate with loans rather than scalpels as a real estate investor. Now, 30 years later, I own Plaza del Rey shopping mall in Seguin, TX, first as a partial owner since 2008 and as the sole owner since 2018. I do need to keep an eye on my mall and also love your great State, so I have purchased 13 Moss Rock Dr, NB to be my primary residence. Plaza del Rey allows me to be semi retired and to pursue my love of international travel. I am planning to spend about half the year abroad, mainly in Europe. The other half, I'd like to enjoy lovely New Braunfels and attend to business.

It would be a great shame to leave my home sitting empty for half the year whilst I am abroad. It is in a great location for visitors and I would like to ask you to grant me a Special Use Permit, so I could offer it as short term rental. As my personal primary residence, I am obviously furnishing it very beautifully. I would like to advertise it internationally with pictures of the wonderful sights in NB and surroundings. New Braunfels will be getting great international advertising. Travelers will be spending money in restaurants, stores, entertainment venues, the Schlitterbahn, Wurstfest, etc. The location will allow them to walk to restaurants, etc, so the traffic flow would not be hindered. My background shows that I have been successful in whatever I do. I believe that this approximately 6 month per year short term rental would be a great win for New Braunfels, Texas and myself.

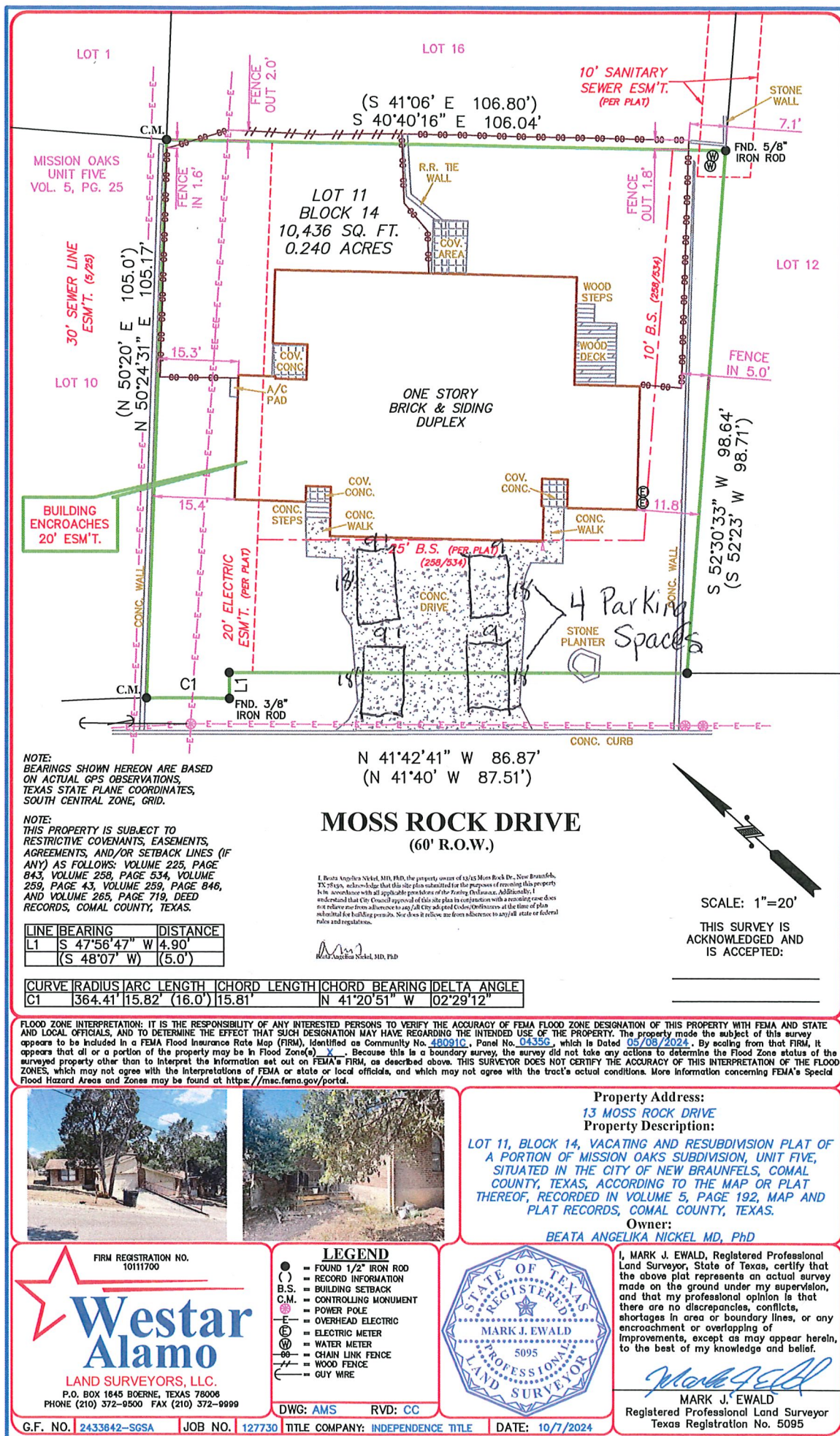
Please do not hesitate to contact me under above email address with any questions or comments. Thank you for your time and consideration.

Yours sincerely

B. Angelika Nickel, MD, PhD







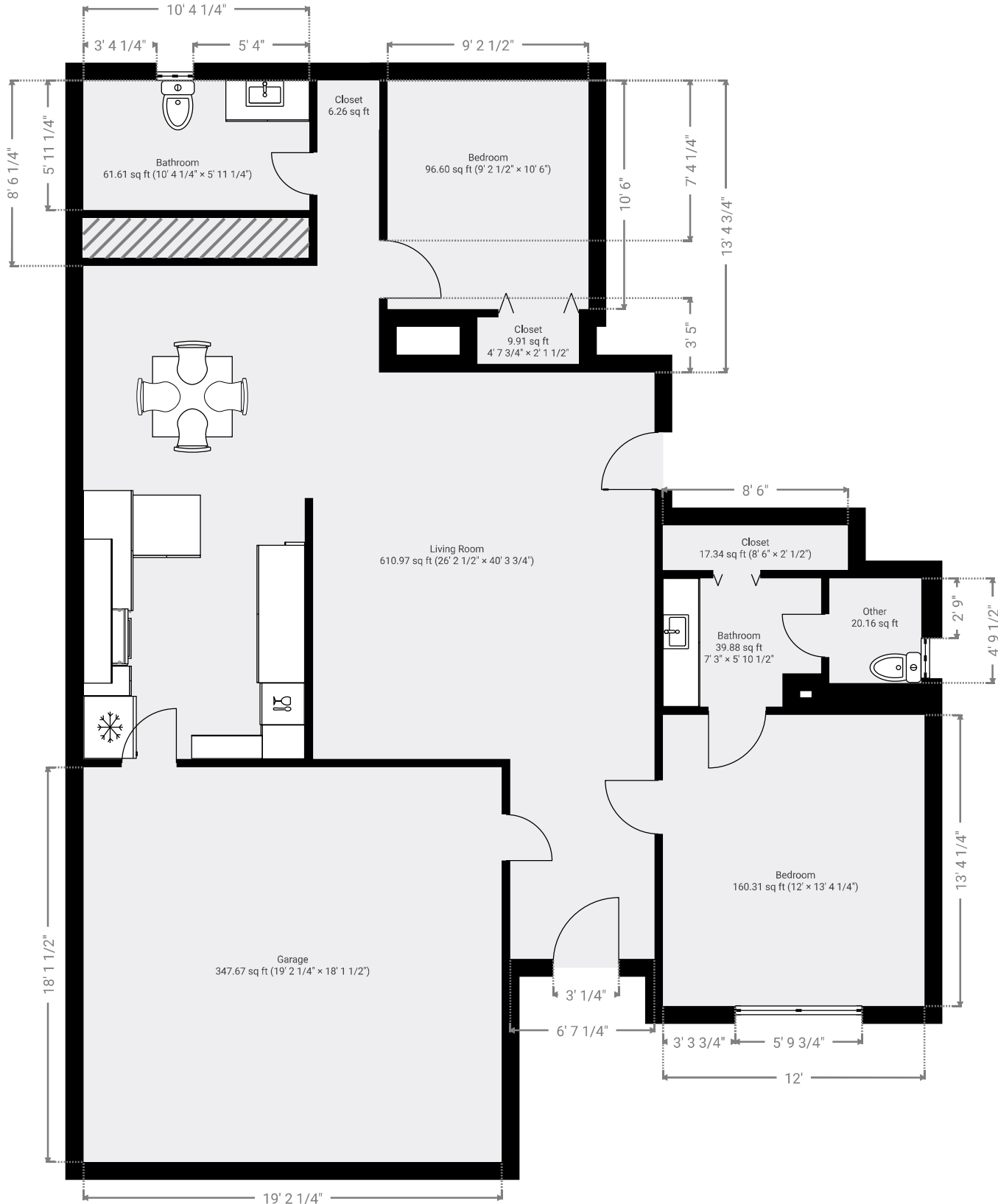
My New Project

13 Moss Rock Drive, 78130 New Braunfels, Texas, US  
TOTAL AREA: 1604.56 sq ft • LIVING AREA: 1218.32 sq ft • FLOORS: 1 • ROOMS: 10

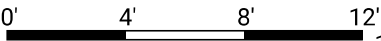


▼ 1st Floor

TOTAL AREA: 1604.56 sq ft • LIVING AREA: 1218.32 sq ft • ROOMS: 10



THIS FLOOR PLAN IS PROVIDED WITHOUT WARRANTY OF ANY KIND. SENSOPRIA DISCLAIMS ANY WARRANTY INCLUDING, WITHOUT LIMITATION, SATISFACTORY QUALITY OR ACCURACY OF DIMENSIONS.



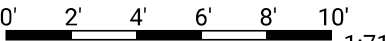
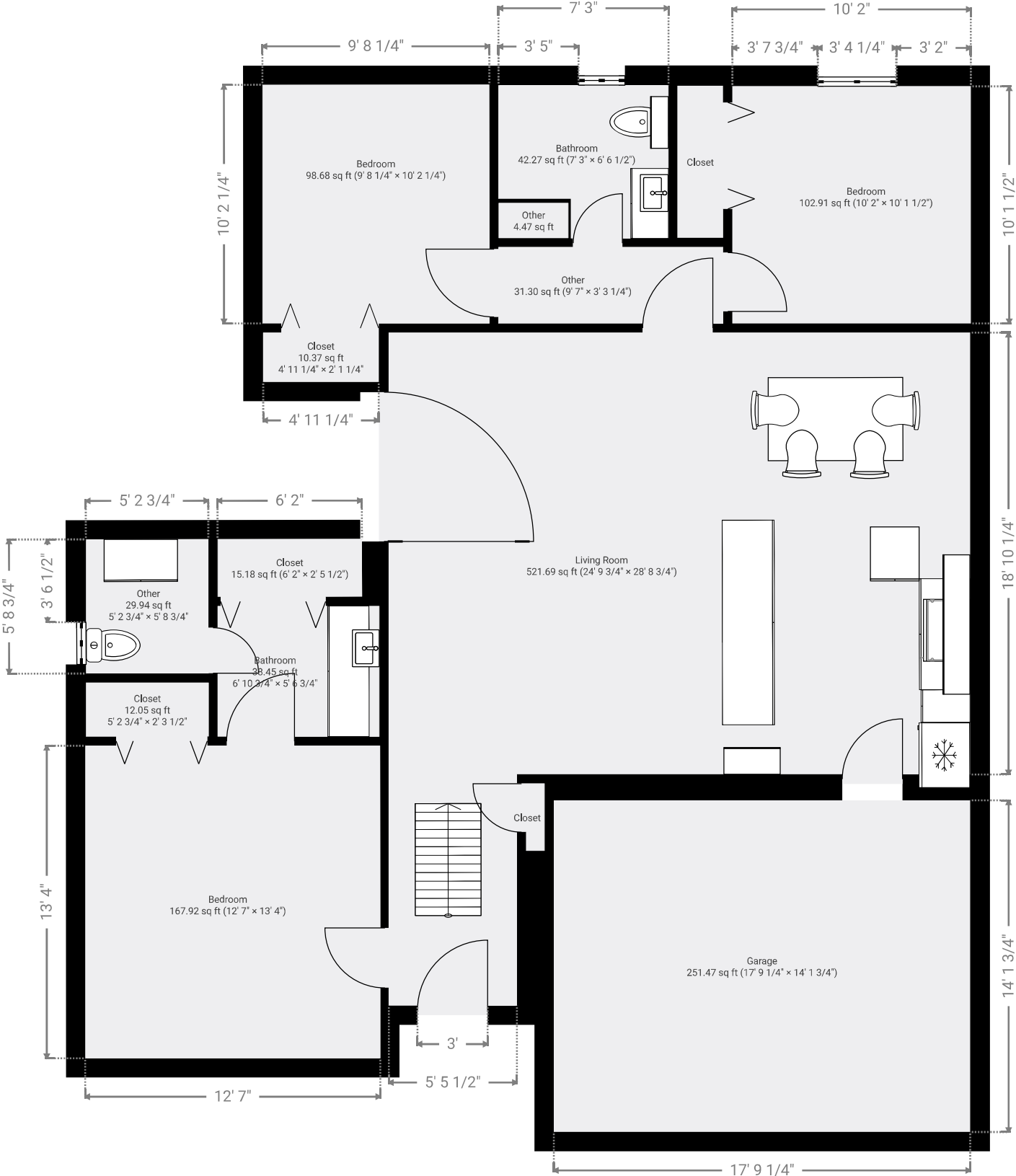
My New Project

15 Moss Rock Drive, 78130 New Braunfels, Texas, US  
TOTAL AREA: 1574.52 sq ft • LIVING AREA: 1281.47 sq ft • FLOORS: 1 • ROOMS: 15



▼ 1st Floor

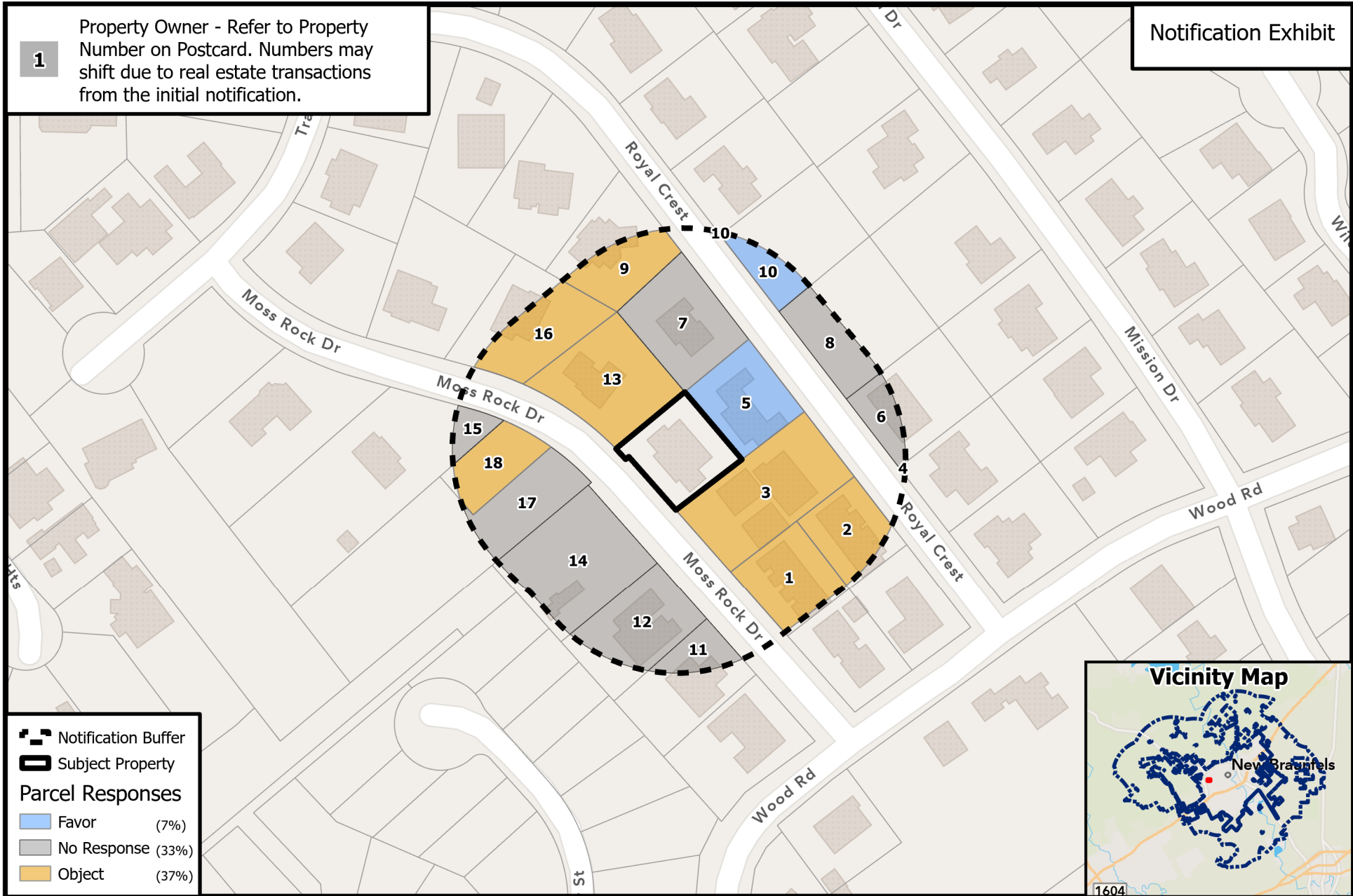
TOTAL AREA: 1574.52 sq ft • LIVING AREA: 1281.47 sq ft • ROOMS: 15











**PLANNING COMMISSION – May 6, 2025 – 6:00 PM**

City Hall Council Chambers

**Applicant:** Beata Angelika Nickel, M.D., Ph.D.

**Address/Location:** 13 & 15 Moss Rock Dr.

**PROPOSED REZONING – CASE # SUP25-088**

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 B & C WILLIAMS PROPERTIES LTD      | 10 PANTOJA LUIS & SANDRA              |
| 2 B & C WILLIAMS PROPERTIES          | 12 PROCHAZKA JEAN                     |
| 3 OHLRICH PARTNERS LTD               | 13 CHAPMAN BRENDA R                   |
| 4 LOKEY JAMES W TRUST                | 14 DAVIDEK LVNG TRUST 12-21-2020      |
| 5 COMAL ENTERPRISES LLC              | 15 NEW BRAUNFELS CITY OF              |
| 6 HEART OF THE FAMILY ASSISTANCE INC | 16 ESCOBEDO ARMANDO & HANNAH NEILL    |
| 7 MCCULLOCH LYNDIE                   | 17 BAKER MELISSA & DANIEL             |
| 8 SMARTT CASEY R & PAMELA K          | 18 SADDLER DAVID                      |
| 9 KNIPPA LEROY E & DELORES B         | 19 DONAHOE CAMERON J & MOLLY A RABENA |

**SEE MAP**

COMAL ENTERPRISES LLC  
137 FREDRICKSBURG  
NEW BRAUNFELS TX 78130

Property #: 5

SUP25-088

Case Manager: ML

FAVOR ☒

OPPOSE ☐

COMMENTS

In favor of free enterprise.  
Government needs to stay out of  
property owners business.

B & C WILLIAMS PROPERTIES LTD  
459 HUNTERS CREEK DR  
NEW BRAUNFELS TX 78132

Property #: 1

SUP25-088

Case Manager: ML

FAVOR ☐

OPPOSE ☒

COMMENTS

B & C WILLIAMS PROPERTIES  
459 HUNTERS CREEK DR  
NEW BRAUNFELS TX 78132  
Property #: 2  
SUP25-088  
Case Manager: ML

COMMENTS

FAVOR ☐

OPPOSE ☒

Negative experience  
w/ short term rentals  
as neighbors.  
They know what the  
property was zoned  
when purchased

PANTOJA LUIS & SANDRA  
27 ROYAL CREST  
NEW BRAUNFELS TX 78130

Property #: 10

SUP25-088

Case Manager: ML

COMMENTS

FAVOR



OPPOSE



OHLRICH PARTNERS LTD  
11085 FM 1863  
NEW BRAUNFELS TX 78132  
Property #: 3  
SUP25-088  
Case Manager: ML

COMMENTS

FAVOR ☐  
OPPOSE ☒

DAVIDEK LVNG TRUST 12-21-2020  
9 MOSS ROCK DR  
NEW BRAUNFELS TX 78130  
Property #: 13  
SUP25-088  
Case Manager: ML

COMMENTS

FAVOR ☐  
OPPOSE ☒

This neighborhood has been quiet & tranquil for decades. Allowing this property to become a short-term rental will set a precedent on a slippery slope to changing the dynamic of this neighborhood in a negative way. The character of this neighborhood is more important than the profits of an out-of-state investor.

DONAHOE CAMERON J & MOLLY A RABENA

10 MOSS ROCK DR

NEW BRAUNFELS TX 78130

Property #: 18

SUP25-088

Case Manager: ML

COMMENTS

FAVOR ☐

OPPOSE ☒

① We do NOT want any short term rentals allowed in this area. The property itself will not attract crowds that we would like to have on our street.

LOKEY JAMES W TRUST

6459 FORTUNE RD

FORT WORTH TX 76116

Property #: 4

SUP25-088

Case Manager: ML

COMMENTS

FAVOR ☐

OPPOSE ☒

If zoning change is granted there will be hundreds to follow!

Short Term Rentals decrease affordable housing - Has the City of NB not been pounding that drum over the past years?!



KNIPPA LEROY E & DELORES B

26 ROYAL CRST

NEW BRAUNFELS TX 78130

Property #: 9

SUP25-088

Case Manager: ML

FAVOR ☐

OPPOSE ☒

COMMENTS

BAKER MELISSA & DANIEL

7 MOSS ROCK DRIVE

NEW BRAUNFELS TX 78130

Property #: 16

SUP25-088

Case Manager: ML

FAVOR ☐

OPPOSE ☒

COMMENTS

The long term rentals  
are already too loud and  
impact the neighborhood  
badly. Short term would  
harm the neighborhood vibe  
and value of houses

ABSOLUTELY NOT!



## **Draft Minutes for the May 6, 2025, Planning Commission Regular Meeting**

**H) SUP25-088 Public hearing and recommendation to City Council to rezone 0.25 acres out of the Mission Oaks Unit 5 Subdivision, Block 14, Lot 11, from R-3 (Multifamily District) to R-3 SUP (Multifamily District with a Special Use Permit for Short Term Rental), currently addressed at 13 & 15 Moss Rock Drive. (Applicant/Owner: Angelika Nickel, MD; Case Manager: Mary Lovell, Senior Planner, CNU-A)**

Mary Lovell presented the aforementioned item and recommended approval with the conditions listed in the staff report.

Chair Sonier asked if there were any questions for staff.

Discussion followed on the existing zoning and use of both the subject property and surrounding properties, and short-term rental regulations.

Chair Sonier opened the public hearing and asked if anyone would like to speak on the item.

Dirk Davidek spoke in opposition of the item.

Chair Sonier closed the public hearing.

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

Commissioner Rudy asked if a 3/4ths vote from City Council would be required to approve the item.

Mary Lovell confirmed.

Motion by Commissioner Schaeffer, seconded by Commissioner Taylor, to recommend denial of the item to City Council. Motion carried (7-1-0) with Commissioner Allen in opposition.

**ORDINANCE NO. 2025-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.25 ACRES OUT OF THE MISSION OAKS UNIT 5 SUBDIVISION, BLOCK 14, LOT 11, CURRENTLY ADDRESSED AT 13 & 15 MOSS ROCK DRIVE, FROM R-3 (MULTIFAMILY DISTRICT) TO R-3 SUP (MULTIFAMILY DISTRICT WITH A SPECIAL USE PERMIT FOR SHORT TERM RENTAL), REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

---

**WHEREAS**, the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

**WHEREAS**, in keeping with the spirit and objectives of a Special Use Permit, the City Council has given due consideration to all components of said permit; and

**WHEREAS**, the City recognizes that granting such a permit is possible while promoting the health, safety and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

**WHEREAS**, it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatible and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144 of the New Braunfels Code of Ordinances; and

**WHEREAS**, the property is located in an area suitable for short term rental use; and

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

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

**WHEREAS**, the City Council desires to grant a Special Use Permit at 13 & 15 Moss Rock Drive, to allow short term rental of a duplex in the R-3 (Multifamily District); **now, therefore;**

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

**SECTION 1**

**THAT** pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following tract of land as a "Special Use Permit" for the uses and conditions herein described:

Being 0.25 acres out of the Mission Oaks Unit 5 Subdivision, Block 14, Lot 11, being as delineated on Exhibit "A" and depicted on Exhibit "B" attached.

**SECTION 2**

**THAT** the Special Use Permit be subject to the following additional conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan Exhibit "C" and floor plan Exhibit "D". Any significant changes to the site plan will require a revision to the SUP.

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

**THIS** ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

**PASSED AND APPROVED:** First reading this 28<sup>th</sup> day of July, 2025.

**PASSED AND APPROVED:** Second reading this 11<sup>th</sup> day of August, 2025

**CITY OF NEW BRAUNFELS**

\_\_\_\_\_  
**NEAL LINNARTZ**, Mayor

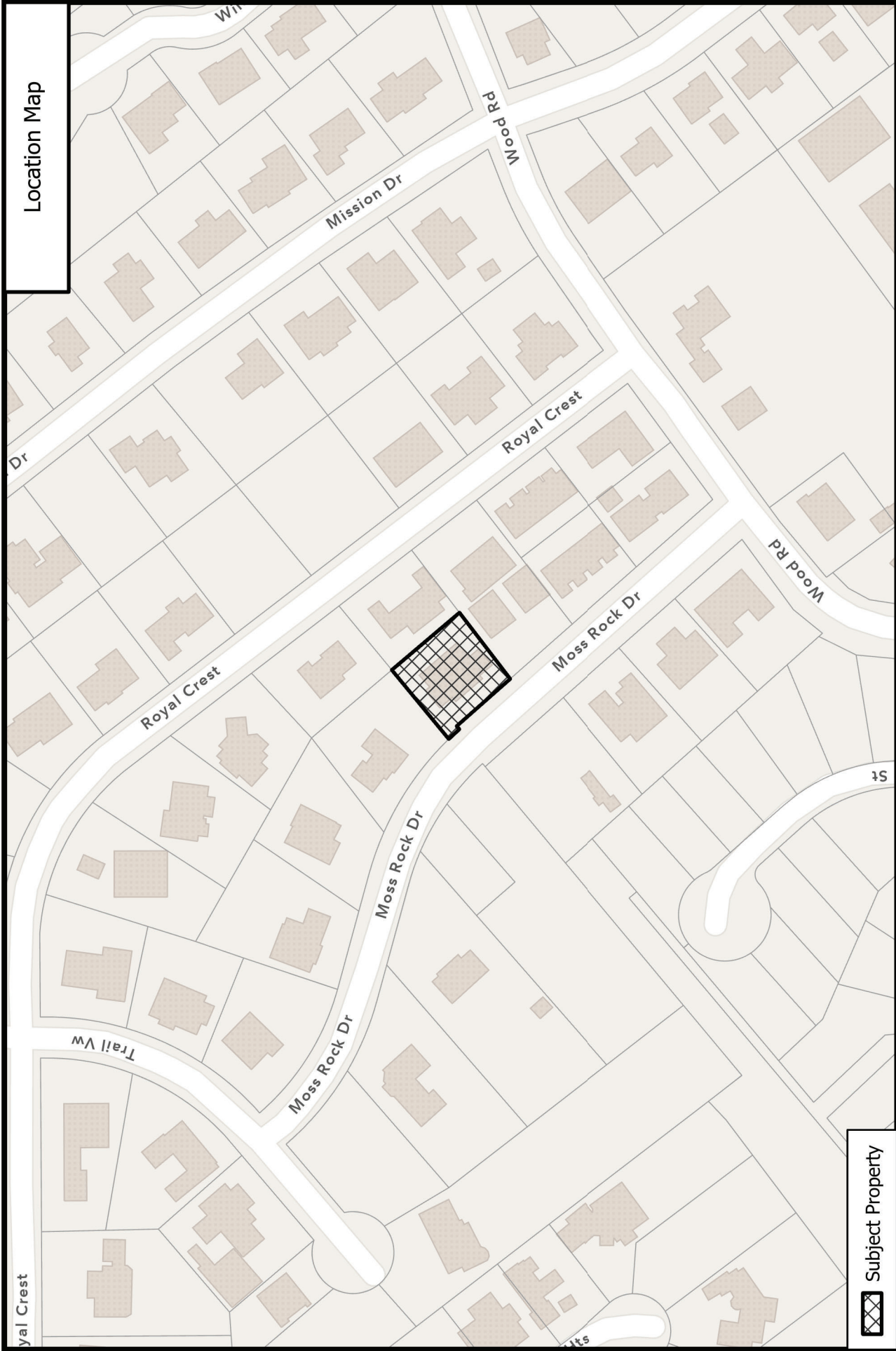
**ATTEST:**

\_\_\_\_\_  
**GAYLE WILKINSON**, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**VALERIA M. ACEVEDO**, City Attorney

EXHIBIT "A"



Location Map

 Subject Property

**SUP25-088**  
**SUP for STR**



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of New Braunfels, its officials or employees for any discrepancies, errors, or variances which may exist.





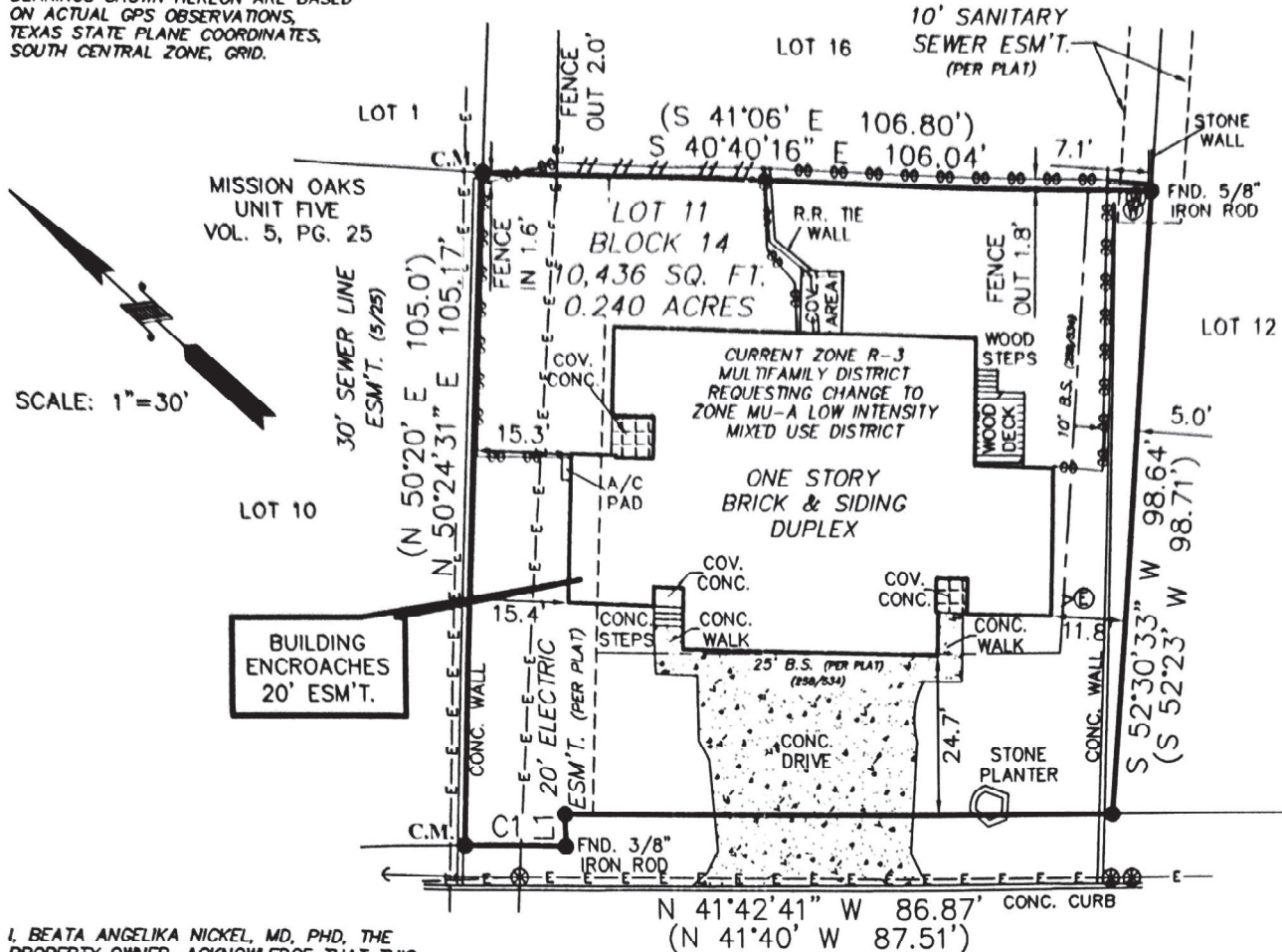
# EXHIBIT "C"

NOTE:  
THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS, EASEMENTS, AGREEMENTS, AND/OR SETBACK LINES (IF ANY) AS FOLLOWS: VOLUME 225, PAGE 843, VOLUME 258, PAGE 534, VOLUME 259, PAGE 43, VOLUME 259, PAGE 846, AND VOLUME 265, PAGE 719, DEED RECORDS, COMAL COUNTY, TEXAS.

NOTE:  
BEARINGS SHOWN HEREON ARE BASED ON ACTUAL GPS OBSERVATIONS, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, GRID.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	364.41	15.82 (16.0)	15.81	N 41°20'51" W	02°29'12"

LINE	BEARING	DISTANCE
L1	S 47°56'47" W	4.90'
	(S 48°07' W)	(5.0')



I, BEATA ANGELIKA NICKEL, MD, PHD, THE PROPERTY OWNER, ACKNOWLEDGE THAT THIS SITE PLAN SUBMITTED FOR THE PURPOSES OF REZONING THIS PROPERTY IS IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF THE ZONING ORDINANCE. ADDITIONALLY, I UNDERSTAND THAT CITY COUNCIL APPROVAL OF THIS SITE PLAN IN CONJUNCTION WITH A REZONING CASE DOES NOT RELIEVE ME FROM ADHERENCE TO ANY/ALL CITY-ADOPTED CODES/ORDINANCES AT THE TIME OF PLAN SUBMITTAL FOR BUILDING PERMITS. NOR DOES IT RELIEVE ME FROM ADHERENCE TO ANY/ALL STATE OF FEDERAL RULES AND REGULATIONS

## MOSS ROCK DRIVE (60' R.O.W.)

DRAWN BY: CS  
JOB #:129640  
SURVEY DATE:10/7/2024

LOT 11, BLOCK 14, VACATING AND RESUBDIVISION PLAT OF A PORTION OF MISSION OAKS SUBDIVISION, UNIT FIVE, SITUATED IN THE CITY OF NEW BRAUNFELS, COMAL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 5, PAGE 192, MAP AND PLAT RECORDS, COMAL COUNTY, TEXAS.

### LEGEND

- - FOUND 1/2" IRON ROD
- ( ) - RECORD INFORMATION
- B.S. - BUILDING SETBACK
- C.M. - CONTROLLING MONUMENT
- ⊕ - POWER POLE
- E- - OVERHEAD ELECTRIC
- ⊖ - ELECTRIC METER
- ⊙ - WATER METER
- ⊗ - CHAIN LINK FENCE
- ⊘ - WOOD FENCE
- - GUY WIRE

FIRM REGISTRATION NO.  
10111700

# Westar Alamo

LAND SURVEYORS, LLC.  
P.O. BOX 1645 BOERNE, TEXAS 78006  
PHONE (210) 372-9500 FAX (210) 372-9999



I, MARK J. EWALD, Registered Professional Land Surveyor, State of Texas, do hereby certify that the above plat represents an actual ZONING survey made on the ground under my supervision.

MARK J. EWALD  
Registered Professional Land Surveyor  
Texas Registration No. 5095

## My New Project

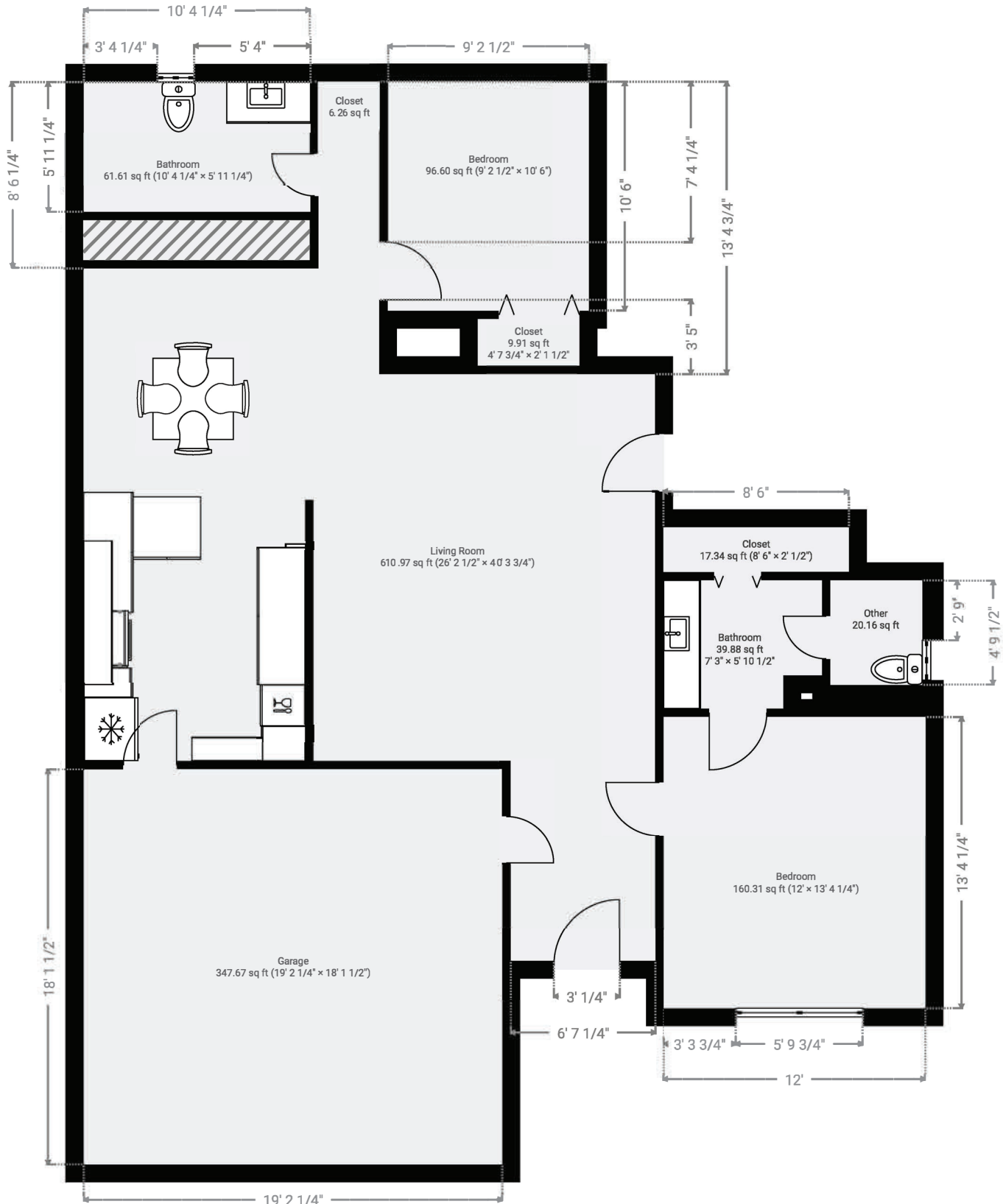
13 Moss Rock Drive, 78130 New Braunfels, Texas, US

TOTAL AREA: 1604.56 sq ft • LIVING AREA: 1218.32 sq ft • FLOORS: 1 • ROOMS: 10



## ▼ 1st Floor

TOTAL AREA: 1604.56 sq ft • LIVING AREA: 1218.32 sq ft • ROOMS: 10



THIS FLOOR PLAN IS PROVIDED WITHOUT WARRANTY OF ANY KIND. SENSOPIA DISCLAIMS ANY WARRANTY INCLUDING, WITHOUT LIMITATION, SATISFACTORY QUALITY OR ACCURACY OF DIMENSIONS.

0' 4' 8' 12'



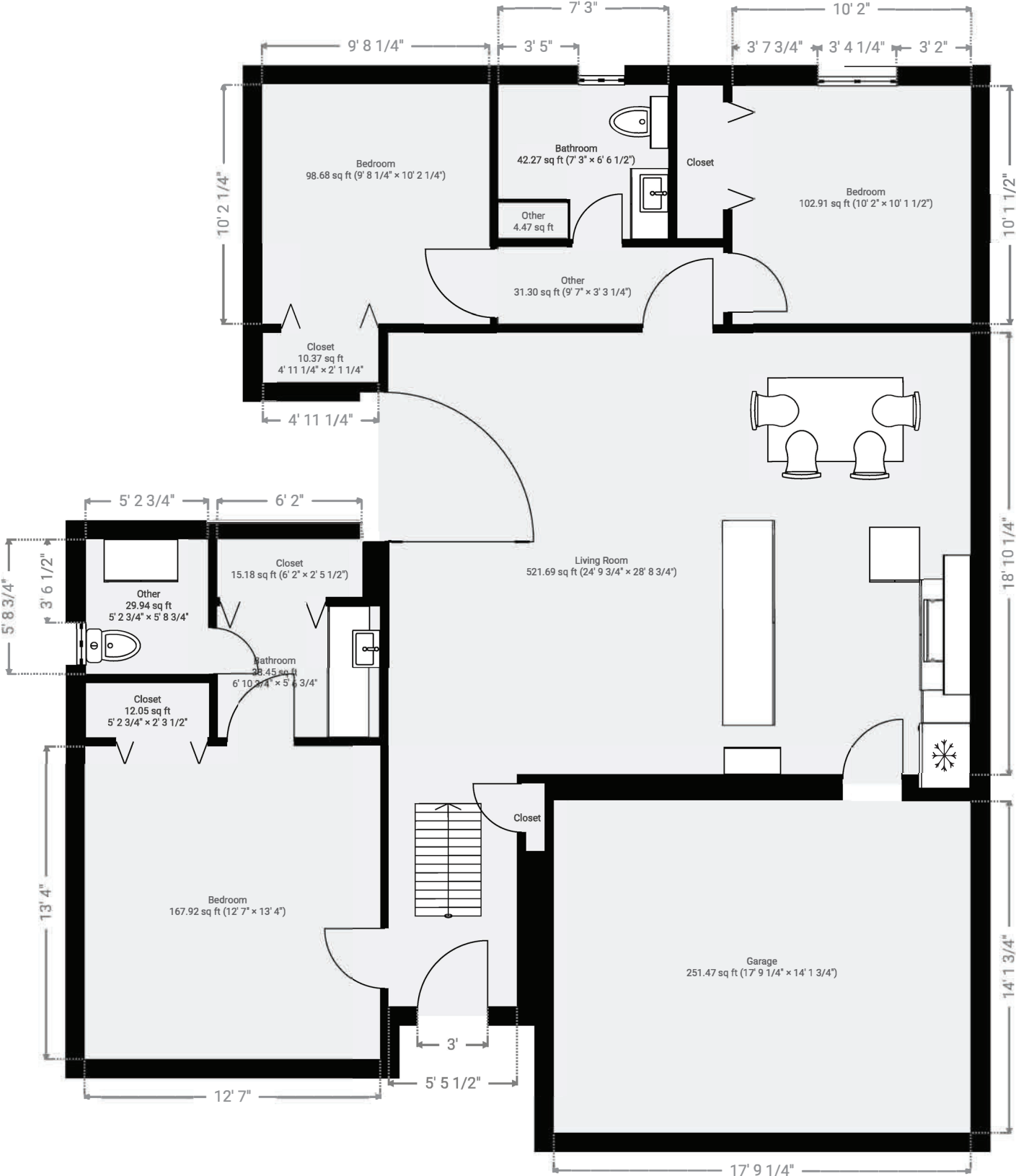
My New Project

15 Moss Rock Drive, 78130 New Braunfels, Texas, US  
TOTAL AREA: 1574.52 sq ft • LIVING AREA: 1281.47 sq ft • FLOORS: 1 • ROOMS: 15



▼ 1st Floor

TOTAL AREA: 1574.52 sq ft • LIVING AREA: 1281.47 sq ft • ROOMS: 15



1:71



7/28/2025

Agenda Item No. G)

**PRESENTER:**

Matthew Simmont, AICP Planning Manager

**SUBJECT:**

Public hearing and first reading of an ordinance to rezone approximately 0.3 acres out of Kuehler Addition Subdivision, New City Block 1055, Lot 9 from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow Short Term Rental of a Residence), currently addressed as 1070 Sanger Avenue.

**DEPARTMENT:** Planning and Development Services**COUNCIL DISTRICTS IMPACTED:** 5**BACKGROUND INFORMATION:****Case No:** SUP25-144**Applicant/Owner:**

Martha and Justin Dixon

(830) 237-4566 | martha@50foot.com

**Staff Contact:**

Amanda Mushinski, AICP, CNU-A

(830) 221-4056 | amushinski@newbraunfels.gov

The subject 0.3-acre property is located at the northwest corner of the intersection of Sanger Avenue and Kessler Street, approximately 150 feet southwest of Faust Street Bridge. It is bordered on all sides by C-3 zoning. Adjacent land uses consist of single-family and multifamily residential.

The 1930s residence comprises roughly 897 square feet with 2 bedrooms and 2 bathrooms. This rezoning application is proposed to allow the short-term rental (STR) of the existing home. Per the Zoning Ordinance, the maximum occupancy of an STR with 2 bedrooms and 2 bathrooms is 6 occupants, and the minimum off-street parking is 2 paved spaces. If approved, the applicant will be required to provide a paved driveway with two paved parking spaces.

**ISSUE:**

Short-term rental standards in the Zoning Ordinance help to ensure proper measures are in place to protect public health, safety, and neighboring properties. If this rezoning request is approved, the registration of the short-term rental and online payment of hotel occupancy taxes are required. Also, the project must comply with all other City Code standards.

There are currently 12 approved short term rental SUPs within one-half mile of the subject property, 5 of which are active.

**COMPREHENSIVE PLAN REFERENCE:**

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This request is consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land-use patterns.
- **Action 1.14:** Ensure regulations do not unintentionally inhibit the provisions of a variety of flexible and innovative lodging options and attractions.

**Future Land Use Plan:** The subject property is located within the New Braunfels Sub Area, near existing Market and Outdoor Recreation centers.

**STRATEGIC PLAN REFERENCE:**

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

- Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.

**FISCAL IMPACT:**

The proposed rezoning request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Mix of uses (residential and short-term rental) developed on a single parcel of land 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 of the applicant's request with the following conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan and floor plan. Any significant changes to the site plan or floor plan will require a revision to the SUP.
3. A paved driveway with two paved parking spaces must be available for use prior to the issuance of a Short-Term Rental Permit.

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.

**The Planning Commission held a public hearing on July 1, 2025, and unanimously recommended approval (9-0)**

*Mailed notification as required by state statute:*

Public hearing notices were sent to owners of 14 properties within 200 feet of the request. As of the date this agenda memo was prepared, the city has received responses representing 8% in opposition.

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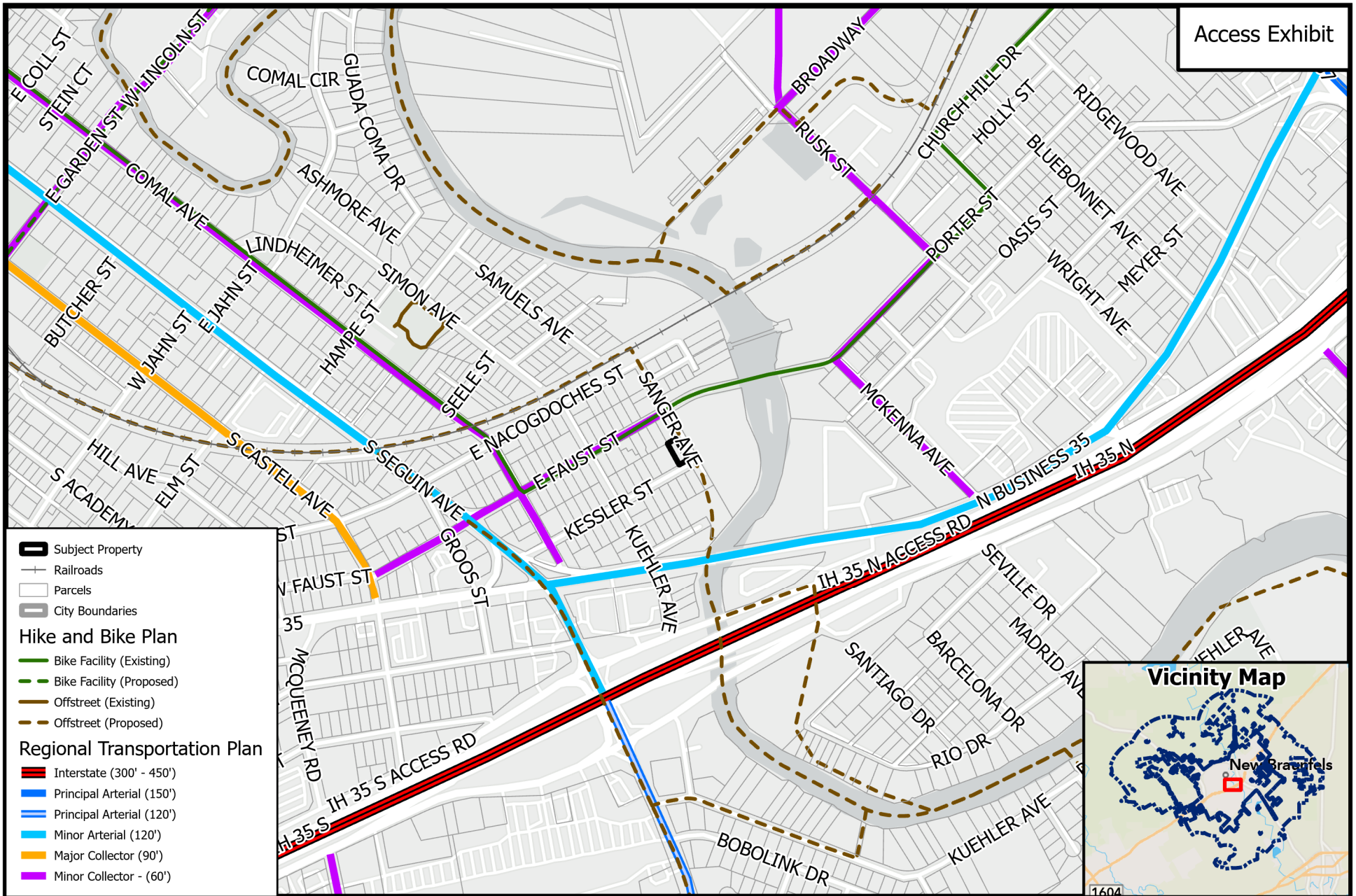
Resource Links:

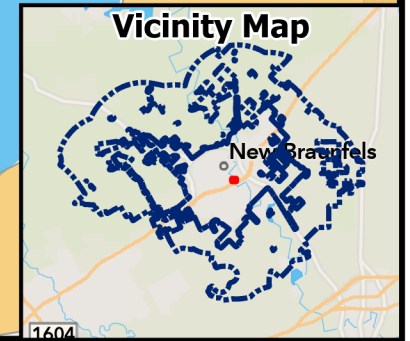
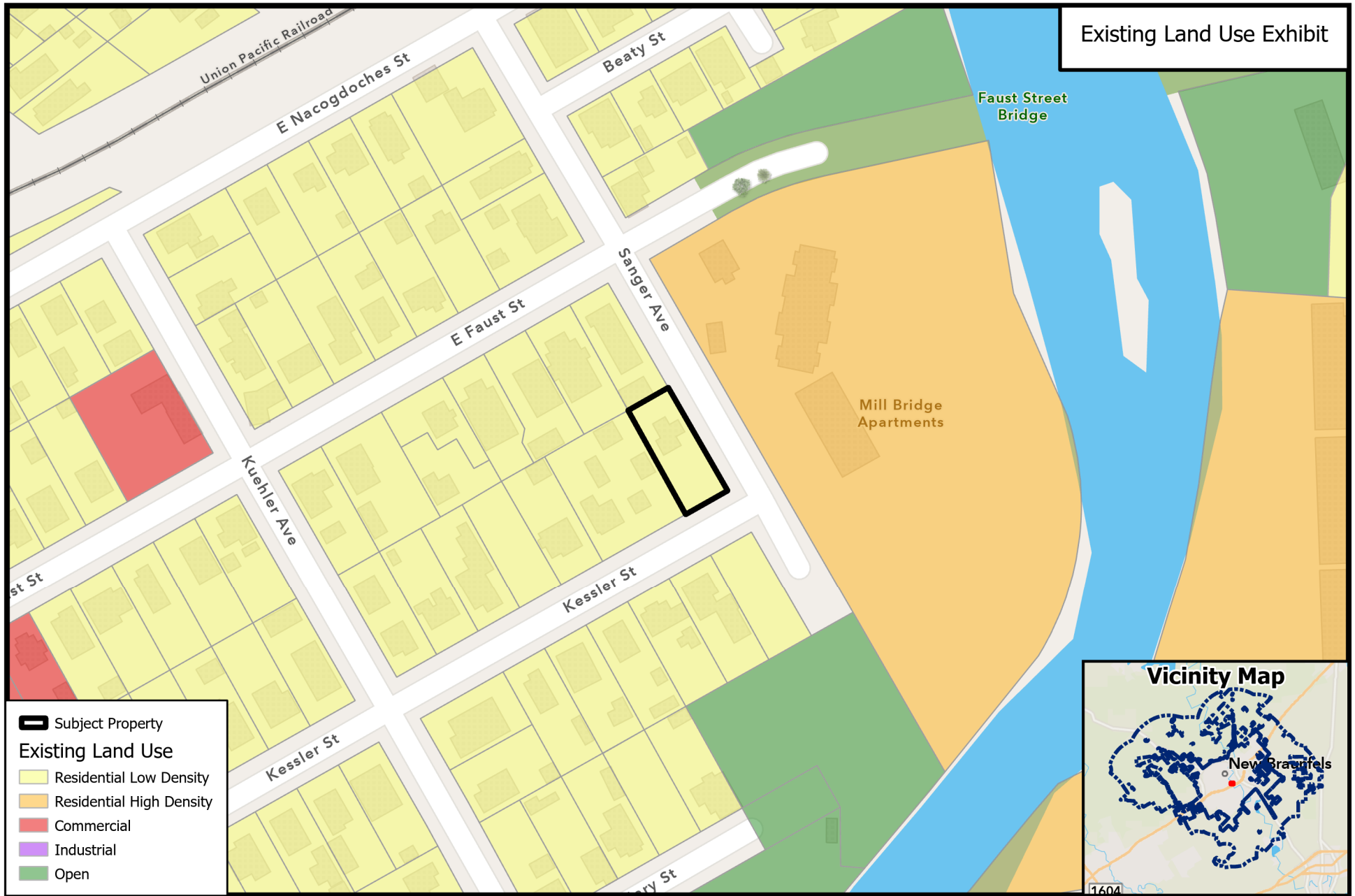
- Chapter 144, Sec. 144-3.3-9 (C-3) of the City's Code of Ordinances:  
[https://library.municode.com/tx/new\\_braunfels/codes/code\\_of\\_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?<https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?)
- Chapter 144, Sec. 3.6 (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?)
- Chapter 144, Sec. 5.17 (Short-term Rental) of the City's Code of Ordinances:  
[https://library.municode.com/tx/new\\_braunfels/codes/code\\_of\\_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?<https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?)





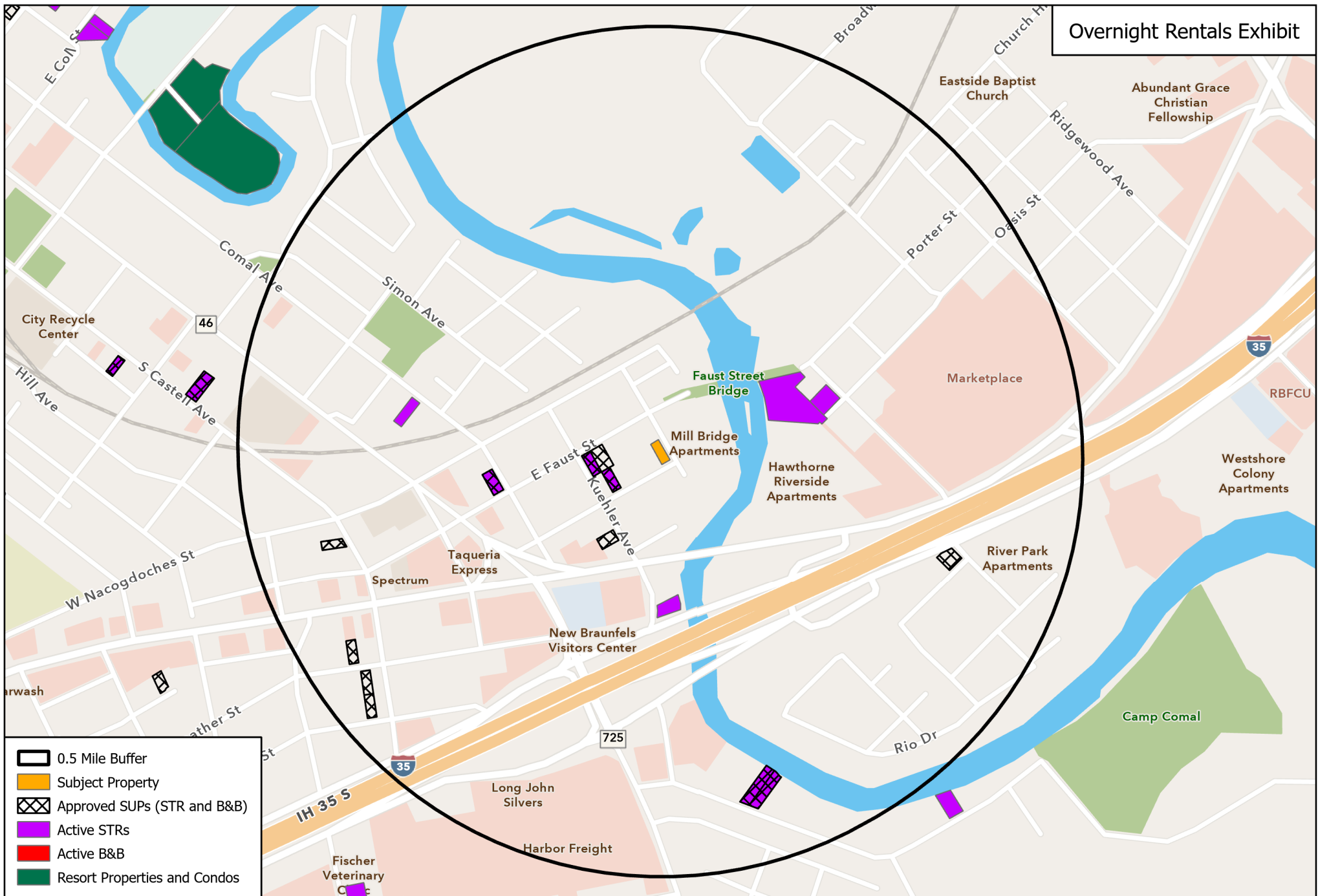








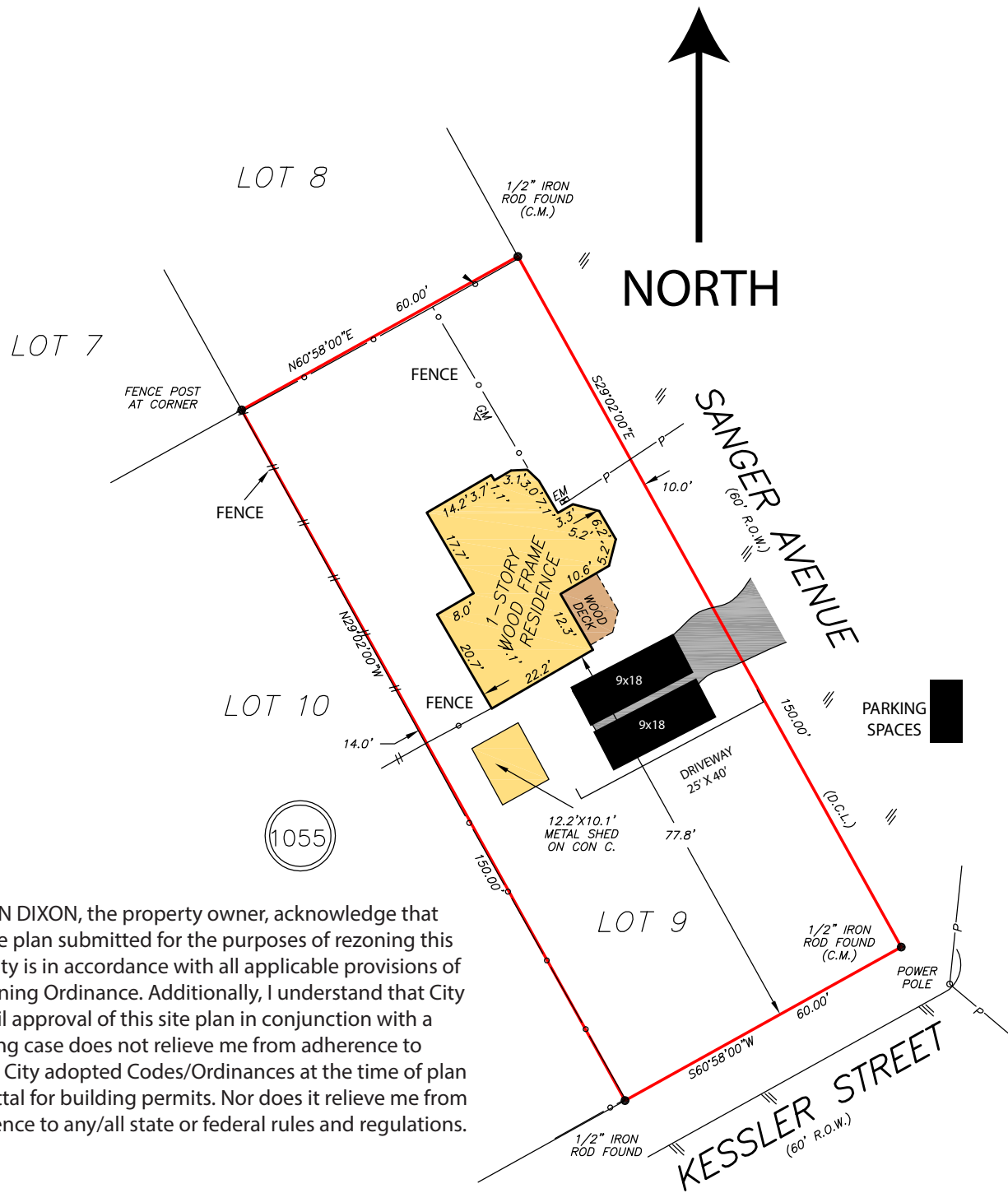




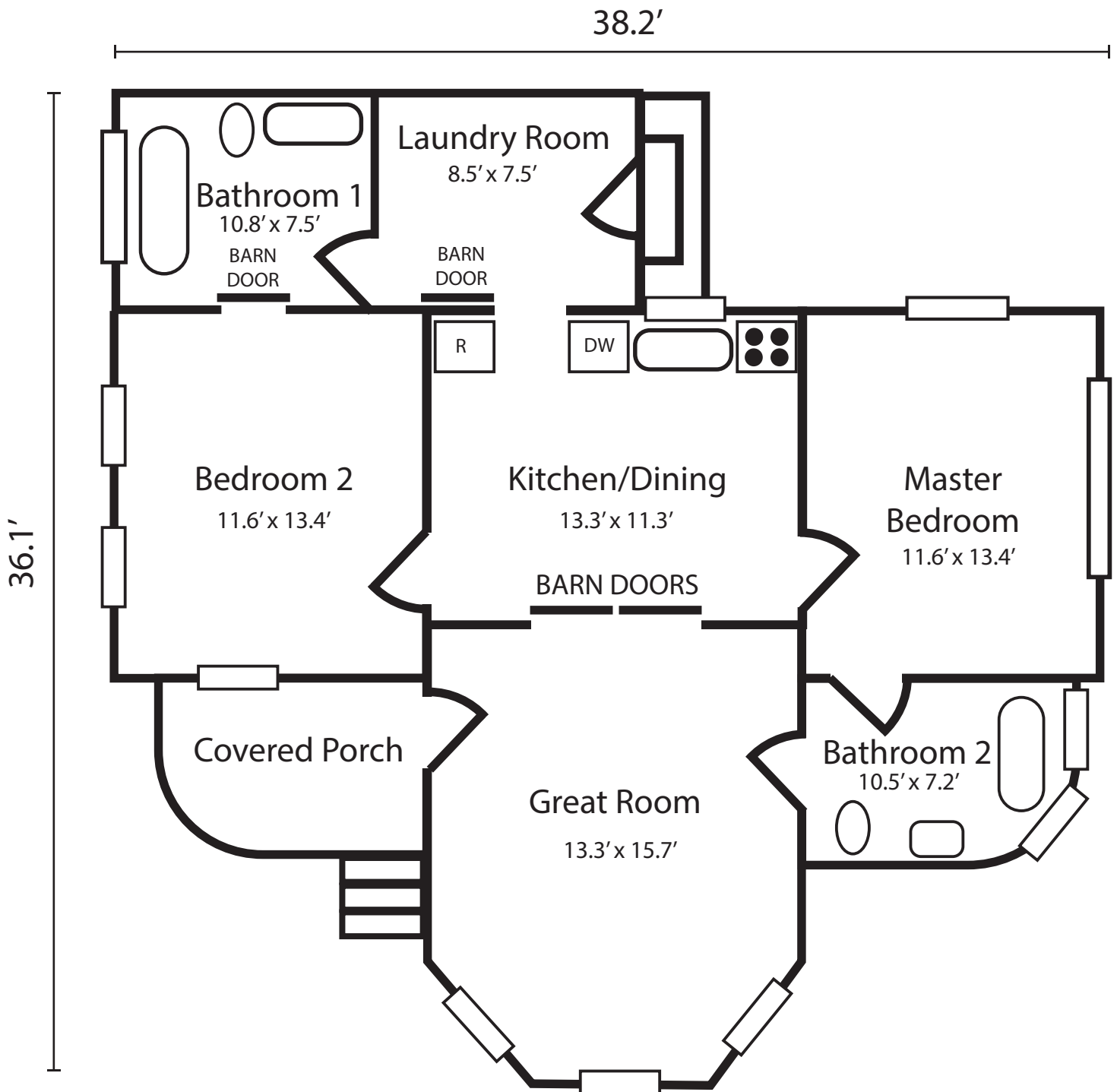
**SUP25-144**  
**1070 Sanger Ave - SUP for STR**





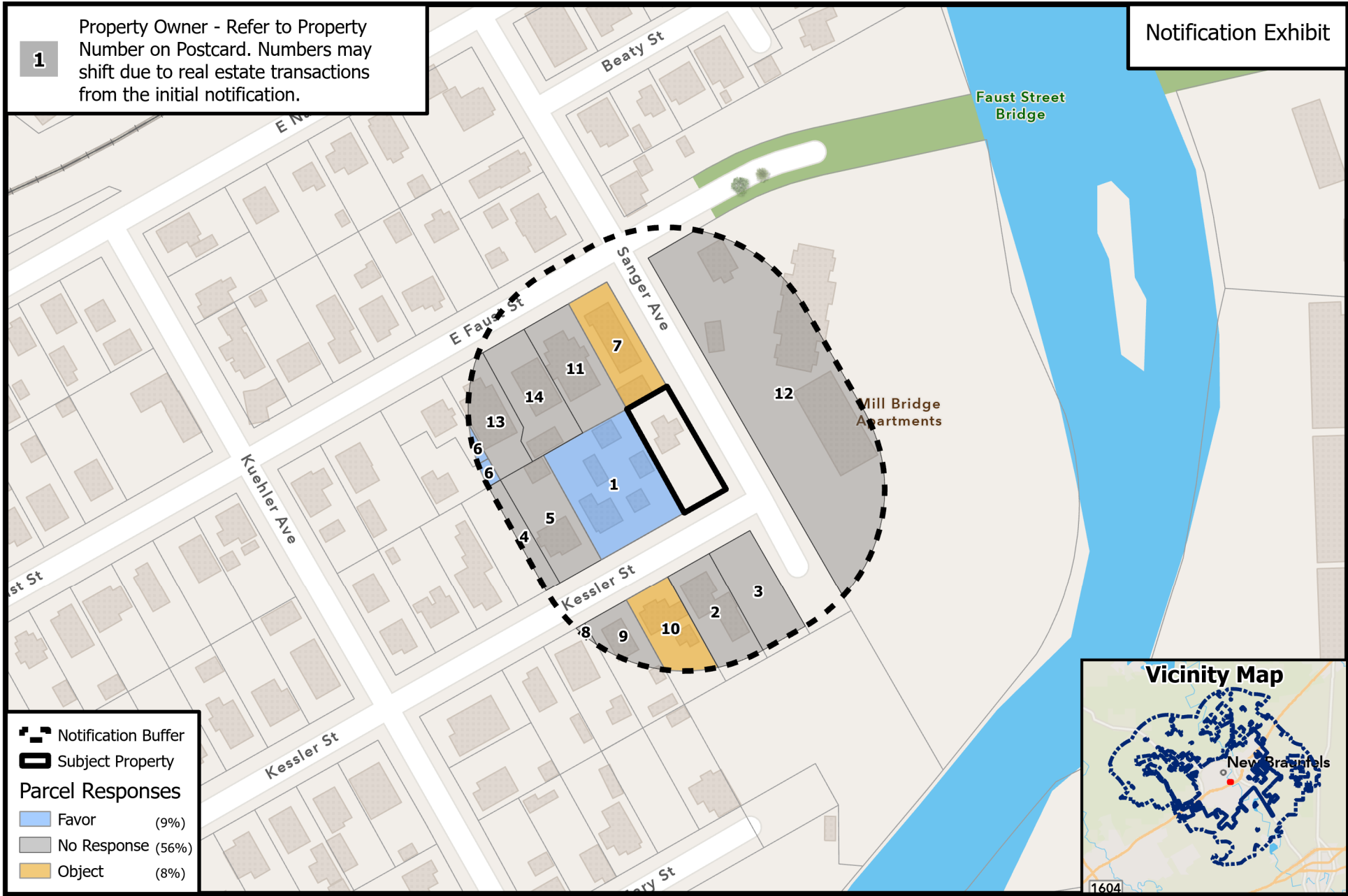


I JUSTIN DIXON, the property owner, acknowledge that this site plan submitted for the purposes of rezoning this property is in accordance with all applicable provisions of the Zoning Ordinance. Additionally, I understand that City Council approval of this site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City adopted Codes/Ordinances at the time of plan submittal for building permits. Nor does it relieve me from adherence to any/all state or federal rules and regulations.





**1070 Sanger Ave**



**PLANNING COMMISSION – July 1, 2025 – 6:00PM**

City Hall Council Chambers

**Applicant:** Martha and Justin Dixon

**Address/Location:** 1070 Sanger Ave

**SUP25-144**

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. HAAS EWALD R & EVELYN M                  | 9. RICHARDS TRISTAN & JANNA K LOTT |
| 2. SCHWARZ BRUCE ALAN                       | 10. CRENWELGE KARL G               |
| 3. BALCONES VISTA PHASE 1 LLC               | 11. MATTIE SUE LLC                 |
| 4. NUCKELS RICHARD JOHN JR                  | 12. MILL BRIDGE MFAP LLC           |
| 5. MAXWELL SYLVIA J                         | 13. FANNIE MAE LLC                 |
| 6. DAIGLE PROPERTY HOLDINGS LLC             | 14. HARDEN CLARENCE & JILL         |
| 7. BRAUNE ERWIN W & ARLYNE J                |                                    |
| 8. DAWSON WILLIAM S & ALEXANDRA R<br>PARKER |                                    |

**SEE MAP**



HAAS EWALD R & EVELYN M

365 KESSLER ST

NEW BRAUNFELS TX 78130

Property #: 1

SUP25-144

Case Manager: AM

FAVOR ☒

OPPOSE ☐

COMMENTS



DAIGLE PROPERTY HOLDINGS LLC

922 RIVER TERRACE

NEW BRAUNFELS TX 78130

Property #: 6

SUP25-144

Case Manager: AM

COMMENTS



FAVOR ☒  
OPPOSE ☐

This is a  
GREAT thing  
for our community.  
Big YES in FAVOR from  
350 E Faust St. &  
354 E Faust St. (We should have  
2 votes since we  
own 2 lots!!!)

CRENWELGE KARL G

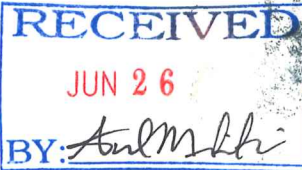
5 RIDGE DR

NEW BRAUNFELS TX 78130

Property #: 10

SUP25-144

Case Manager: AM



FAVOR ☐

OPPOSE ☒

COMMENTS

Zoning regulations exist to protect existing property owners. Changing zoning to allow short term rentals will affect the value of my property. The requestors for rezoning purchased this property in 2023 knowing the zoning of the property. They shouldn't, at their whim, be able to rezone their property affecting the values of neighboring properties.

BRAUNE ERWIN W & ARLYNE J

394 E FAUST ST

NEW BRAUNFELS TX 78130

Property #: 7

SUP25-144

Case Manager: AM



FAVOR ☐

OPPOSE ☒

COMMENTS



## **Draft Minutes for the July 1, 2025, Planning Commission Regular Meeting**

- A) SUP25-144 Public hearing and recommendation to City Council to rezone approximately 0.3 acres out of Kuehler Addition Subdivision, New City Block 1055, Lot 9 from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow Short Term Rental of a Residence), currently addressed as 1070 Sanger Ave. (Applicant/Owner: Martha and Justin Dixon; Case Manager: Amanda Mushinski, Planner, AICP, CNU-A)**

Amanda Mushinski presented the aforementioned item and recommended approval with the conditions listed in the staff report.

Chair Sonier asked if there were any questions for staff.

No one spoke.

Chair Sonier invited the applicant to speak on the item.

Justin Dixon stated he was present to answer any questions.

Brief discussion followed on the intent of the request.

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

No one spoke.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Brief discussion followed on parking requirements for short-term rentals.

Motion by Commissioner Schaefer, seconded by Commissioner Nolte, to recommend approval of the item to City Council. Motion carried unanimously (9-0-0).

**ORDINANCE NO. 2025-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.3 ACRES, BEING OUT OF KUEHLER ADDITION SUBDIVISION, NEW CITY BLOCK 1055, LOT 9, CURRENTLY ADDRESSED AS 1070 SANGER AVE, FROM C-3 (COMMERCIAL DISTRICT) TO C-3 SUP (COMMERCIAL 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 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 1070 Sanger Avenue, to allow short term rental of a residence in the C-3 (Commercial District); **now, therefore;**

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

**SECTION 1**

**THAT** pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following tract of land as a "Special Use Permit" for the uses and conditions herein described:

Being out of Kuehler Addition Subdivision, New City Block 1055, Lot 9, being as depicted on Exhibit "A" attached.

**SECTION 2**

**THAT** the Special Use Permit be subject to the following additional conditions:

1. The residential character of the property must be maintained.
2. A paved driveway with two paved parking spaces must be available for use prior to the issuance of a Short-Term Rental Permit
3. 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 28<sup>th</sup> day of July 2025.

**PASSED AND APPROVED:** Second reading this 11<sup>th</sup> day of August 2025.

**CITY OF NEW BRAUNFELS**

\_\_\_\_\_  
**NEAL LINNARTZ**, Mayor

**ATTEST:**

\_\_\_\_\_  
**GAYLE WILKINSON**, City Secretary

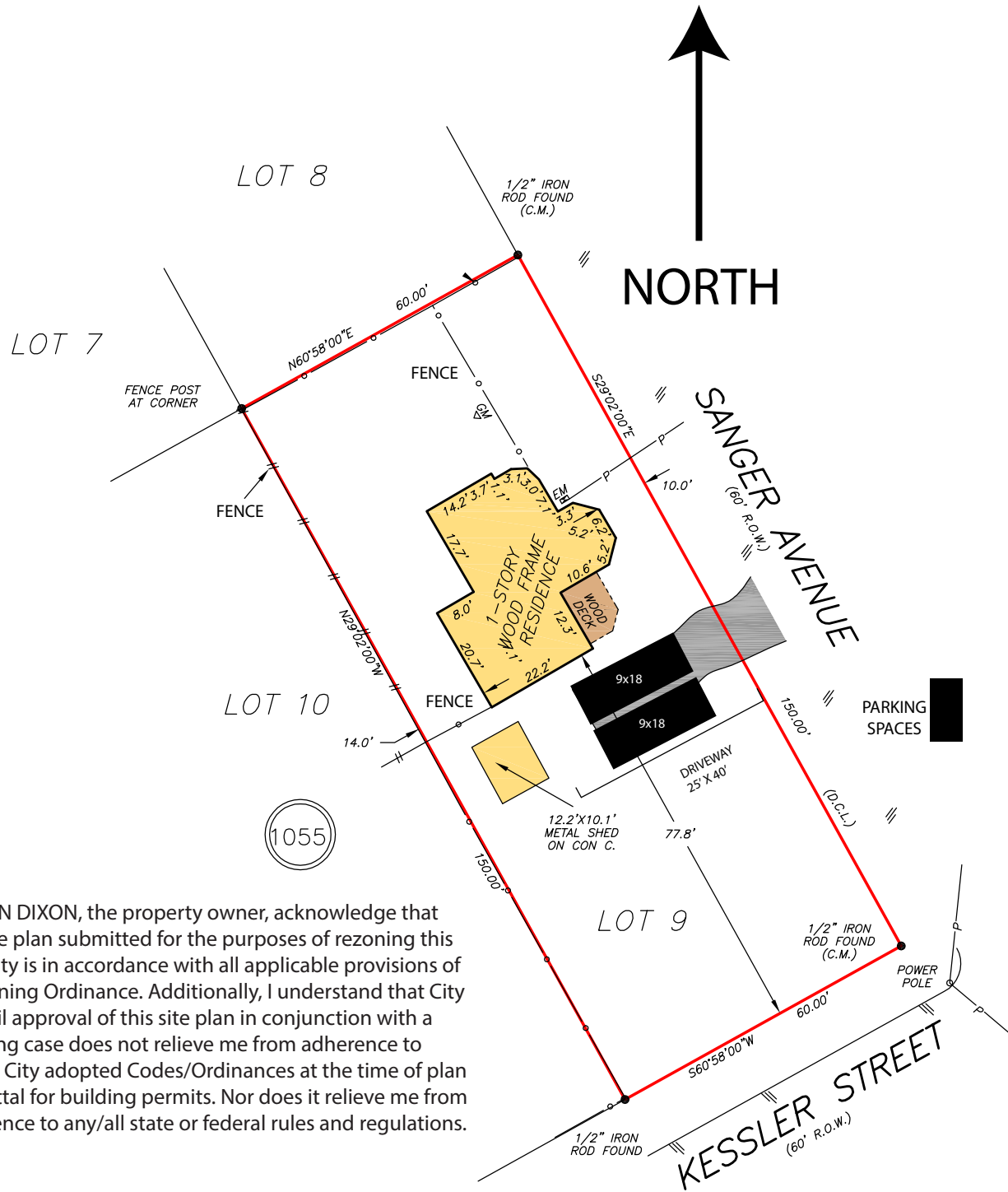
**APPROVED AS TO FORM:**

\_\_\_\_\_  
**VALERIA M. ACEVEDO**, City Attorney

# Exhibit "A"

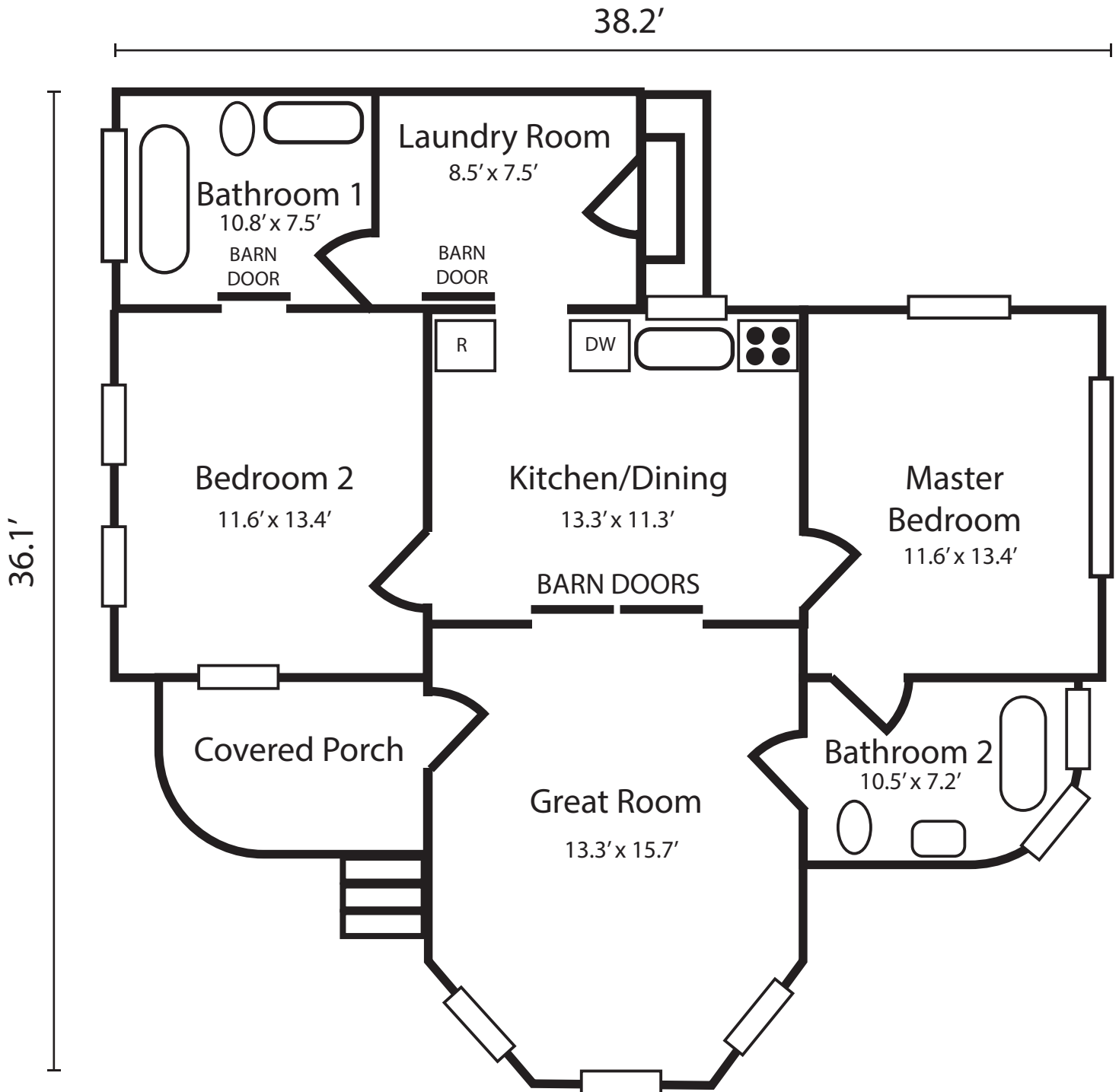


# Exhibit "B"



I JUSTIN DIXON, the property owner, acknowledge that this site plan submitted for the purposes of rezoning this property is in accordance with all applicable provisions of the Zoning Ordinance. Additionally, I understand that City Council approval of this site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City adopted Codes/Ordinances at the time of plan submittal for building permits. Nor does it relieve me from adherence to any/all state or federal rules and regulations.

Exhibit "C"



7/28/2025

Agenda Item No. H)

**PRESENTER:**

Jeff Jewell, Economic and Community Development Director

**SUBJECT:**

Public hearing, discussion, and possible action on a resolution reauthorizing the City of New Braunfels Tax Abatement Policy.

**DEPARTMENT:** Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

Chapter 312 of the Texas Tax Code authorizes the City to grant tax abatements to promote and retain high-quality development to the City and increase the quality of life for its citizens - only after the City elects to become eligible to participate in tax abatement and adopts a Tax Abatement Policy that establishes guidelines and criteria governing its tax abatement program.

Tax abatements provide a mechanism for the City to exempt all or a portion of the City's portion of the property tax from taxable real property, personal property, or both. The ability to exempt a portion of property taxes for economic development purposes is an important tool for the recruitment, expansion and retention of businesses. Before a tax abatement can be granted, the city must publish notice of and hold a public hearing, provide notice to other taxing entities, establish a reinvestment zone by ordinance or order, and approve of the agreement at a public meeting. A tax abatement may not exceed 10 years.

The City last approved a Tax Abatement Policy in August 2023, and it was effective for two years from the date of adoption. Should any amendments to the policy be required during the two-year period, a super majority vote of the City Council in favor of the amendments would be required. The policy must be renewed every two years by the City Council. The proposed policy would be effective from August 1, 2025 to July 31, 2027 - unless amended or repealed by at least a three-fourths vote of the City Council. The only change proposed in the renewal is the removal of a non-refundable fee. Given the dearth of tax abatement applications since the policy was adopted, staff does not believe the fee is justified at this juncture. A modest fee may be proposed in the City's annual review of service and facility fees during the annual budget process.

**ISSUE:**

Tax Abatement Policies are to be renewed every two years. The prior approval, in August 2023, is in place until July 31, 2025.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

The fiscal impact of the policy adoption is indeterminate and contingent upon the particulars of any future agreements adopted under the policy. The incentive approval process includes a fiscal impact analysis and staff

---

only recommends incentive amounts that provide a net fiscal benefit - positive revenues to the community after determining the costs of service delivery - to the community over a 10 year period. There were no tax abatements approved in the program's prior authorization period between 2023 to present.

**RECOMMENDATION:**

Staff recommends approval of the resolution and renewal of the City's Tax Abatement Policy.



**RESOLUTION NO. 2025-RXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, ADOPTING A TAX ABATEMENT POLICY INCLUDING CRITERIA AND GUIDELINES FOR TAX ABATEMENT AGREEMENTS AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE.**

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City of New Braunfels, Texas to participate in tax abatement agreements; and

WHEREAS, the City Council has determined that it is in the public interest to adopt guidelines and criteria to allow the City to consider requests for tax abatements.

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

SECTION 1: That the Guidelines and Criteria for Tax Abatement Agreements, which are attached hereto as “Exhibit A” and made a part here of for all legal purposes, are hereby approved and adopted as authorized by Chapter 312 of the Texas Tax Code.

SECTION 2: That this Resolution shall become effective from and after the date of its passage.

**PASSED AND APPROVED** by the City Council of the City of New Braunfels, Texas on this day 28<sup>th</sup> of JULY, 2025.

---

NEAL LINNARTZ, MAYOR

ATTEST:

---

GAYLE WILKINSON, CITY SECRETARY

**Exhibit "A"**  
**City of New Braunfels**  
**General Tax Abatement Policy**

**I. General Purpose and Objectives**

Chapter 312 of the Texas Tax Code authorizes the City to grant tax abatements to promote and retain high quality development to the City and increase the quality of life for its citizens. To this end, the City will consider providing tax abatement as a stimulation for economic development. Said consideration will be provided in accordance with the procedures and criteria outlined in this document and nothing herein shall imply or suggest that the City of New Braunfels is under any obligation to provide tax abatement to any applicant. Tax Abatement Agreements will be recommended only with the completion of the City's General Application for Economic Development Incentives. All such applications shall be considered on a case-by-case basis.

State law requires the taxing jurisdiction to designate a Reinvestment Zone by Ordinance prior to entering into a Tax Abatement Agreement. The City will adhere to all procedural requirements for the establishment of Reinvestment Zones and the entering of Tax Abatement Agreements with property owners. The Tax Abatement Agreements are legally binding documents governing all provisions and requirements between parties.

**II. Criteria**

To be designated as a Reinvestment Zone under Chapter 312, an area must:

- (1) Substantially arrest or impair the sound growth of the municipality creating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:
  - a. A substantial or substandard, slum, deteriorated, or deteriorating structures
  - b. The predominance of defective or inadequate sidewalks or streets
  - c. Faulty size, adequacy, accessibility, or usefulness of lots
  - d. Unsanitary or unsafe conditions
  - e. The deterioration of site or other improvements
  - f. Tax or special assessment delinquency exceeding the fair value of the land
  - g. Defective or unusual conditions of title
  - h. Conditions that endanger life or property by fire or other cause; or
  - i. Any combination of these factors.
- (2) Be predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality.
- (3) Be in a federally assisted new community located in a home-rule municipality or in an area immediately adjacent to a federally assisted new community located in a home-rule municipality.

- (4) Be located entirely in an area that meets the requirements for federal assistance under Section 119 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5318).
- (5) Encompass signs, billboards, or other outdoor advertising structures designated by the governing body of the municipality for relocation, reconstruction, or removal for the purpose of enhancing the physical environment of the municipality, which the legislature declares to be a public purpose; or
- (6) Be reasonably likely because of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality.

All request for tax abatement will include a subjective and qualitative review of the proposal's ability to address the criteria. The City Council may consider other factors in deliberating the application, including but not limited to the relative degree to which the project furthers the goals and objectives of the community or meets or compliments a special need identified by the City.

### **III. Value of Incentives**

The City Manager's designee will review all completed applications for Economic Development Incentives. A Tax Abatement Agreement may be recommended as part of the entirety of the incentive recommendation to the appropriate governing body(s). The New Braunfels Economic Development Corporation Board will review the incentive recommendation and make a recommendation to the City Council on any proposed abatement. The City Council will make final determination on any consideration for a Tax Abatement Agreement. Tax abatements may be offered for any amount determined appropriate by City Council in accordance with state law, up to 100% of taxes for a maximum period of 10 years only to the extent the exemption of taxable real property or leasehold interests or improvements for that year exceeds its value for the year in which the Agreement is executed.

Business personal property abatements may be considered for applicants that pursue the occupation of a new or significantly improved existing facility. The abatement will apply to the assessed value of new business personal property brought into the taxing jurisdiction. Business personal property moved from another site within the City Limits can also be subject to abatement.

### **IV. Tax Abatement Categories**

The City will offer tax abatement in two categories: Real Property and Business Personal Property. Real property tax abatement may be considered for any applicants pursuing a project that includes the construction of new, modified, or expanded facilities in which to house the proposed project.

### **V. Tax Abatement Applications**

Tax abatements will be considered with the completion of the General Application for Economic Development Incentives ("General Application"). Consideration for tax abatements will be processed in accordance with the procedures outlined in the General Application.

### **Submission of Application**

An application for any economic development incentive (including tax abatements) must be submitted to the City's Economic and Community Development Department. The application must be complete before consideration.

Once a request is submitted to the City, it shall be regarded as public information and will be available for inspection by the public as allowed by the Texas Public Information Act. Any proprietary information included as part of the request should be so indicated, marked in advance, and supplied in a manner to be readily separated from the remainder of the materials.

### **Application Review and Evaluation**

The Economic and Community Development Department will review the application for completeness and evaluate in accordance with the procedures and guidelines established in the General Application for Economic Development Incentives.

## **VI. Consideration by Council**

The City Council has the sole authority to approve or deny any Tax Abatement Agreement and is under no obligation to approve any application or agreement.

## **VII. General Policies and Requirements**

### **Exclusions**

Regardless of the investment or the number of jobs created, the following types of projects are not eligible for abatement:

1. Projects in which a building permit application has been filed with the City prior to the submission of the General Incentive Application for the same project or substantially related project as determined by the City Manager or their designee.
2. Projects where the applicant cannot provide evidence that demonstrates that the abatement is necessary for the financial viability of the project.
3. Any business personal or real property value that is currently part of the existing tax base.

### **Agreement and Application Requirements**

1. The owner of property for which abatement has been granted shall maintain the property to ensure the long-term economic viability of the project.
2. If the recipient of a tax abatement breaches any terms or conditions of the tax abatement agreement and fails to cure such a breach in accordance with the agreement, the City shall have the right to terminate the tax abatement agreement. In this event, the recipient will

be required to pay the City any property taxes that were abated pursuant to the agreement prior to its termination.

3. As part of its consideration under all tax abatement agreements, the City shall have, without limitation, the right to review and verify the applicant's financial statements and records related to the development project and abatement in each year during the term of the tax abatement prior to issuing an abatement in any given year. Additionally, the City may conduct an on-site inspection of the development project in each year during the term of the tax abatement to verify compliance with the terms and conditions of the tax abatement agreement.
4. The recipient of the tax abatement may sell, assign, transfer, or otherwise convey any of its rights under a Tax Abatement Agreement to an affiliate of the recipient, as defined by the tax abatement agreements, or as security to a lender of the recipient, provided that the City, the assignor, and the assignee each execute a document acceptable to the City that outlines the roles and responsibilities of the parties in that event. Otherwise, a recipient of a tax abatement agreement may not sell, assign, transfer, or otherwise convey its rights under a tax abatement agreement unless specifically approved by City Council. Any sale, assignment, lease, transfer, or conveyance of real property that is subject to the tax abatement and is not permitted by the tax abatement agreement shall constitute a breach of the agreement and may result in termination of the tax abatement agreement and recapture of any taxes abated after the date of which the breach occurred.

**Exhibit "A"**  
**City of New Braunfels**  
**General Tax Abatement Policy**

**I. General Purpose and Objectives**

Chapter 312 of the Texas Tax Code authorizes the City to grant tax abatements to promote and retain high quality development to the City and increase the quality of life for its citizens. To this end, the City will consider providing tax abatement as a stimulation for economic development. Said consideration will be provided in accordance with the procedures and criteria outlined in this document and nothing herein shall imply or suggest that the City of New Braunfels is under any obligation to provide tax abatement to any applicant. Tax Abatement Agreements will be recommended only with the completion of the City's General Application for Economic Development Incentives. All such applications shall be considered on a case-by-case basis.

State law requires the taxing jurisdiction to designate a Reinvestment Zone by Ordinance prior to entering into a Tax Abatement Agreement. The City will adhere to all procedural requirements for the establishment of Reinvestment Zones and the entering of Tax Abatement Agreements with property owners. The Tax Abatement Agreements are legally binding documents governing all provisions and requirements between parties.

**II. Criteria**

To be designated as a Reinvestment Zone under Chapter 312, an area must:

- (1) Substantially arrest or impair the sound growth of the municipality creating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:
  - a. A substantial or substandard, slum, deteriorated, or deteriorating structures
  - b. The predominance of defective or inadequate sidewalks or streets
  - c. Faulty size, adequacy, accessibility, or usefulness of lots
  - d. Unsanitary or unsafe conditions
  - e. The deterioration of site or other improvements
  - f. Tax or special assessment delinquency exceeding the fair value of the land
  - g. Defective or unusual conditions of title
  - h. Conditions that endanger life or property by fire or other cause; or
  - i. Any combination of these factors.
- (2) Be predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality.
- (3) Be in a federally assisted new community located in a home-rule municipality or in an area immediately adjacent to a federally assisted new community located in a home-rule municipality.

- (4) Be located entirely in an area that meets the requirements for federal assistance under Section 119 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5318).
- (5) Encompass signs, billboards, or other outdoor advertising structures designated by the governing body of the municipality for relocation, reconstruction, or removal for the purpose of enhancing the physical environment of the municipality, which the legislature declares to be a public purpose; or
- (6) Be reasonably likely because of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality.

All request for tax abatement will include a subjective and qualitative review of the proposal's ability to address the criteria. The City Council may consider other factors in deliberating the application, including but not limited to the relative degree to which the project furthers the goals and objectives of the community or meets or compliments a special need identified by the City.

### **III. Value of Incentives**

The City Manager's designee will review all completed applications for Economic Development Incentives. A Tax Abatement Agreement may be recommended as part of the entirety of the incentive recommendation to the appropriate governing body(s). The New Braunfels Economic Development Corporation Board will review the incentive recommendation and make a recommendation to the City Council on any proposed abatement. The City Council will make final determination on any consideration for a Tax Abatement Agreement. Tax abatements may be offered for any amount determined appropriate by City Council in accordance with state law, up to 100% of taxes for a maximum period of 10 years only to the extent the exemption of taxable real property or leasehold interests or improvements for that year exceeds its value for the year in which the Agreement is executed.

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### **V. Tax Abatement Applications**

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Once a request is submitted to the City, it shall be regarded as public information and will be available for inspection by the public as allowed by the Texas Public Information Act. Any proprietary information included as part of the request should be so indicated, marked in advance, and supplied in a manner to be readily separated from the remainder of the materials.

### **Application Fee**

Upon submission of the Application, an applicant must also pay an application fee in the amount of \$5,000 of which \$3,000 will be credited to any permit, impact, inspection, or other fee paid by the applicant and required by the City directly in connection with the proposed project, provided that substantive construction on the project has been undertaken on the property specified in the application within one year following the date of its submission. Substantive construction shall be determined by the city in its sole and reasonable discretion. The remaining \$2,000 application fee shall not be refundable.

After the development project is complete, should any application fees remain uncredited, the applicant may submit a written request to the City’s Community and Economic Development department requesting a refund of the remaining funds. These requests must be made within 90 days of the project’s completion date. Any application fees remaining after 90 days will become property of the City and will not be eligible for a refund.

### **Application Review and Evaluation**

The Economic and Community Development Department will review the application for completeness and evaluate in accordance with the procedures and guidelines established in the General Application for Economic Development Incentives.

### **VI. Consideration by Council**

The City Council has the sole authority to approve or deny any Tax Abatement Agreement and is under no obligation to approve any application or agreement.

### **VII. General Policies and Requirements**



## **Exclusions**

Regardless of the investment or the number of jobs created, the following types of projects are not eligible for abatement:

1. Projects in which a building permit application has been filed with the City prior to the submission of the General Incentive Application for the same project or substantially related project as determined by the City Manager or their designee.
2. Projects where the applicant cannot provide evidence that demonstrates that the abatement is necessary for the financial viability of the project.
3. Any business personal or real property value that is currently part of the existing tax base.

## **Agreement and Application Requirements**

1. The owner of property for which abatement has been granted shall maintain the property to ensure the long-term economic viability of the project.
2. If the recipient of a tax abatement breaches any terms or conditions of the tax abatement agreement and fails to cure such a breach in accordance with the agreement, the City shall have the right to terminate the tax abatement agreement. In this event, the recipient will be required to pay the City any property taxes that were abated pursuant to the agreement prior to its termination.
3. As part of its consideration under all tax abatement agreements, the City shall have, without limitation, the right to review and verify the applicant's financial statements and records related to the development project and abatement in each year during the term of the tax abatement prior to issuing an abatement in any given year. Additionally, the City may conduct an on-site inspection of the development project in each year during the term of the tax abatement to verify compliance with the terms and conditions of the tax abatement agreement.
4. The recipient of the tax abatement may sell, assign, transfer, or otherwise convey any of its rights under a Tax Abatement Agreement to an affiliate of the recipient, as defined by the tax abatement agreements, or as security to a lender of the recipient, provided that the City, the assignor, and the assignee each execute a document acceptable to the City that outlines the roles and responsibilities of the parties in that event. Otherwise, a recipient of a tax abatement agreement may not sell, assign, transfer, or otherwise convey its rights under a tax abatement agreement unless specifically approved by City Council. Any sale, assignment, lease, transfer, or conveyance of real property that is subject to the tax abatement and is not permitted by the tax abatement agreement shall constitute a breach of the agreement and may result in termination of the tax abatement agreement and recapture of any taxes abated after the date of which the breach occurred.