



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



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

MONDAY, AUGUST 24, 2026 at 6:00 PM

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

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

PROCLAMATIONS:

A) National Payroll Week

[26-698](https://www.newbraunfels.gov/26-698)

CITIZENS COMMUNICATIONS

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

1. CONSENT AGENDA

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

Action Items

- A) Approval of the city council August 3, 2026 special [26-980](#) meeting minutes and the August 11, 2026 special meeting minutes.

Natalie Baker, Deputy City Secretary

- B) Approval of a contract with Rucoba & Maya [26-785](#) Construction, LLC for the construction of the Alamo Area Metropolitan Planning Organization Citywide Pedestrian Improvement Project Phase 1.

Garry Ford, Transportation and Construction Services Director

- C) Approval to authorize the City Manager to execute an [26-965](#) Interlocal Agreement with the Josuha Independent School District in accordance with Chapter 791 of the Texas Government Code for goods and services.

Shane Knudson, Fleet Manager

- D) Approval of lease agreement with River Hofbrau NB LLC [26-916](#) for concession services at Landa Park Golf Course.

Ken Wilson, Director of Parks and Recreation

- E) Approval of a Budget Amendment for the FY 2026 Airport [26-987](#) Fund.

Becky Wiatrek, Assistant Director of Finance

Resolutions

- F) Approval of a resolution of the City Council of the City of [26-1008](#) New Braunfels, Texas, amending the Meet and Confer Agreement between the City and the New Braunfels Police Officers' Association (NBPOA) for a term ending on September 30, 2028.

Becca Miears, Director of Human Resources

- G) Approval of a resolution authorizing the City Manager to [26-950](#) enter into an Advance Funding Agreement between the City of New Braunfels and the Texas Department of Transportation for the Alamo Area Metropolitan Planning

Organization Citywide Pedestrian Improvements Project
Phase 2.

Garry Ford, Transportation and Construction Services Director

2. INDIVIDUAL ITEMS FOR CONSIDERATION

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

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

Matthew Simmont, AICP, Planning Manager

Applicant/Owner: Will Baker with Awe Be Ltd.

- B) Public hearing and first reading of an ordinance, [26-963](#)
requested by Patrick W. Christensen, on behalf of Karma Enterprises NB LLC, to rezone approximately 2.7 acres out of the Bentwood Commercial Unit Three, Lot 3, from APD SUP (Agricultural/Pre-development District with a Special Use Permit to allow a retail development with specific uses) to C-1A (Neighborhood Business District), currently addressed at 2009 South Walnut Avenue.

Matthew Simmont, AICP, Planning Manager

Applicant: Patrick W. Christensen

Owner: Karma Enterprises NB LLC

- C) Discuss and consider the second reading of an ordinance to amend Section 126-346 of the Code of Ordinances of the City of New Braunfels to prohibit parking on both sides of Divine Way from the intersection with Fayette Drive southwesterly and northeasterly for approximately 60 feet.

Garry Ford, Transportation and Construction Services Director

- D) Presentation and possible direction to staff to amend the City's Code of Ordinances regarding data centers. [26-979](#)

Michael French, New Braunfels Mayor

Matthew Simmont, Planning Manager

- E) Discuss and consider the second and final reading of an [26-1012](#)

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

Ryan Kelso, NBU Chief Executive Officer

- F) Discuss and consider approval of a Resolution [26-901](#) recommending the New Braunfels Utilities (NBU) Board of Directors exempt capital impact and recovery fees - per the NBU Impact Fee Waiver Policy - in an amount up to \$500,000 for the Park at Dogwood, a qualified affordable housing project in the City of New Braunfels.

Jeff Jewell, Economic and Community Development Director

- G) Discuss and consider the following Mayfair-related amendments, requested by Thad Rutherford, President and CEO, Southstar at Mayfair Developer, LLC:
- a) Public hearing and consideration of proposed amendments to the Mayfair Development and Design Control Document (DDCD): and
 - b) Proposed amendments to the Mayfair Development Agreement.

Matt Greene, Principal Planner

Thad Rutherford, President and CEO of Southstar at Mayfair Developer, LLC

- H) Discuss and consider approval of a resolution of the City [26-993](#) of New Braunfels, Texas, authorizing the use of eminent domain proceedings for the acquisition of right-of-way that is necessary to advance and achieve the public use of improving Barbarosa Road and Saur Lane to meet the existing and future needs of the City, in the event negotiations are unsuccessful:
- a. a 0.4592-acre ROW and 0.158-acre Utility Easement out of the Antonio Maria Esnaurizar Survey, Abstract 20, Guadalupe County, Texas, out of Lot 2A, Timmerman Subdivision as recorded in Volume 5, Page 393 A & B, Map and Plat Records of Guadalupe County, Texas Located at 2241 Westmeyer Road, New Braunfels, Texas 78130, and Assigned Guadalupe County

Appraisal District Property ID 43773

Matthew Eckmann, Assistant Director of Public Works

- I) Discuss and consider approval of a contract with BRW [26-984](#) Architects to provide final plans, specifications, estimates, and construction-phase services for a live fire training facility and approval to issue a competitive sealed proposal solicitation as the procurement method for construction of improvements associated with the live fire training facility.

Garry Ford, Transportation and Construction Services Director

Ruy Lozano, Fire Chief

- J) Discuss and consider the approval of an ordinance [26-909](#) authorizing the issuance of City of New Braunfels, Texas Tax Notes, Series 2026; levying an ad valorem tax in support of the notes; awarding the sale of the notes; approving an official statement, a paying agent/registrar agreement and other agreements relating to the sale and issuance of the notes; and ordaining other matters relating to the issuance of the notes.

Jared Werner, Assistant City Manager

3. PRESENTATIONS:

- A) Presentation on New Braunfels Airport Safety. [26-1017](#)
Toni Carter, New Braunfels Councilmember District 1

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 pending/contemplated litigation, settlement [26-1011](#) offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, specifically:

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

- B) Deliberate the appointment and employment of a City [26-684](#)

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

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

ADJOURNMENT

CERTIFICATION

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

Gayle Wilkinson, City Secretary

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

TAXPAYER IMPACT STATEMENT:

TAXPAYER IMPACT STATEMENT

Comal County & Guadalupe County

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

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

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

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

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

Taxpayer Impact Statement 2027

Comal County & Guadalupe County

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

The City of New Braunfels has proposed a budget for FY 2027.

2025 Value of Median-Valued

Homestead Property in Comal County.....\$287,080

2025 Property Tax Bill for the Current Fiscal Year (\$0.0.408936).....\$1,174

2026 Value of Median-Valued

Homestead Property in Comal County.....\$281,180

Estimated 2026 Property Tax Bill for the Upcoming
Fiscal Year if the City Adopts the Proposed Budget
and Tax Rate (\$0.408936 per \$100 of value).....\$1,150

Estimated 2026 Property Tax Bill for the Upcoming
Fiscal Year if the City Adopts a Balanced Budget Funded
at the No-New-Revenue Tax Rate (\$.415613 per \$100 of value).....\$1,169

2025 Value of Median-Valued

Homestead Property in Guadalupe County.....\$246,910

2025 Property Tax Bill for the Current Fiscal Year (\$0.0.408936).....\$1,010

2026 Value of Median-Valued

Homestead Property in Guadalupe County.....\$237,372

Estimated 2026 Property Tax Bill for the Upcoming
Fiscal Year if the City Adopts the Proposed Budget
and Tax Rate (\$0.408936 per \$100 of value).....\$971

Estimated 2026 Property Tax Bill for the Upcoming Fiscal Year if the City Adopts
a Balanced Budget Funded at the No-New-Revenue Tax Rate (\$.415613 per
\$100 of value).....\$987

The estimates in this Impact Statement are valid only for the FY 2027 proposed budget and tax rate.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

8/24/2026

Agenda Item No. A)



Proclamation

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

WHEREAS, payroll professionals play a vital role in ensuring employees are paid accurately and on time while supporting compliance with federal, state, and local tax and wage laws; and

WHEREAS, payroll professionals help support the economic well-being of workers, businesses, and communities by administering wages, tax withholdings, unemployment insurance contributions, child support deductions, and other important financial obligations; and

WHEREAS, payroll professionals contribute to the financial security of millions of American workers and their families through their commitment to accuracy, integrity, and service; and

WHEREAS, payroll professionals work closely with employers and government agencies to promote compliance, improve processes, and educate workers about the importance of understanding their paychecks and payroll-related responsibilities; and

WHEREAS, National Payroll Week is observed annually during the week in which Labor Day falls to recognize the contributions of payroll professionals and celebrate the American workforce.

NOW THEREFORE, be it resolved, that I, Michael French, Mayor of the City of New Braunfels, Texas, hereby proclaim September 7-11, 2026, as

"National Payroll Week"

in New Braunfels, and I encourage all residents to recognize the valuable contributions of payroll professionals and the workers they serve.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 24th day of August 2026.

CITY OF NEW BRAUNFELS

MICHAEL FRENCH, Mayor



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

8/24/2026

Agenda Item No. A)

PRESENTER:

Natalie Baker, Deputy City Secretary

SUBJECT:

Approval of the city council August 3, 2026 special meeting minutes and the August 11, 2026 special meeting minutes.

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - SPECIAL
REGULAR MEETING OF MONDAY, AUGUST 3, 2026**

CALL TO ORDER

Mayor French called the meeting to order at 5:30 p.m.

CALL OF ROLL: CITY SECRETARY

Present 6 - Councilmember D. Lee Edwards, Councilmember Lawrence Spradley, Councilmember Toni Carter, Councilmember Mary Ann Labowski, Mayor Michael French, and Councilmember Nikki Shaw

Absent 1 - Mayor Pro Tem Michael Capizzi

INVOCATION: COUNCILMEMBER CARTER

Councilmember Carter provided the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

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

1. 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.

- New Braunfels Police Department Headquarters

Mayor French read the aforementioned executive session item.

Mayor French adjourned into closed session at 5:33pm.

Nathan Brown addressed chambers regarding Mayor Pro Tem Capizzi's recusal and absence for this meeting.

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

City council reconvened back into open session at 6:35 p.m.

Councilmember Shaw motioned to retain the law offices of Ryan Henry to conduct an independent investigation into the police

department headquarters. Councilmember Edwards seconded the motion which passed unanimously.

3. INDIVIDUAL ITEMS

A) Discussion and possible direction/action regarding an investigation by City Council, pursuant to Article III, Section 3.12, of the New Braunfels City Charter involving the architectural design, engineering, construction, and administration of the construction of the New Braunfels Police Department Headquarters.

Mayor French read the aforementioned item and announced the possible action for this item was addressed and voted when city council returned into open session from executive session.

Nathan Brown addressed council and asked Councilmember Carter if she consented for this item to be withdrawn since it was placed on her request.

Councilmember Carter consented for this item to be withdrawn.

No action was taken at this time.

4. ADJOURNMENT

Mayor French adjourned at 6:36 p.m.

By: _____
MICHAEL FRENCH, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - SPECIAL
REGULAR MEETING OF TUESDAY, AUGUST 11, 2026**

CALL TO ORDER

Mayor Pro Tem Capizzi called the meeting to order at 5:04 p.m.

CALL OF ROLL: CITY SECRETARY

Mayor French joined via videoconferencing.

Councilmember Carter arrived at 5:11 p.m.

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

INVOCATION: MAYOR FRENCH

Mayor Pro Tem Capizzi announced that Councilmember Labowski will provide the invocation.

Councilmember Labowski provided the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

Mayor Pro Tem Capizzi led the Pledge of Allegiance and the Salute to the Texas Flag.

1. WORKSHOP

A) Presentation and discussion regarding the Fiscal Year 2027 Proposed Budget and Plan of Municipal Services and the 2026 No New Revenue and Voter Approval tax rates.

Mayor Pro Tem Capizzi read the aforementioned item.

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

No action was taken at this time.

B) Discuss and consider scheduling the public hearings on the 2026 tax rate and the FY 2027 Proposed Budget and Plan of Municipal Services.

Mayor Pro Tem Capizzi read the aforementioned item.

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

Councilmember Spradley motioned to set the public hearing for the tax rate and Proposed Budget to be held at a meeting beginning at 6:00 p.m. Thursday, September 10, 2026, at 550 Landa Street, in the City Council Chambers. Councilmember Labowski seconded the motion which passed unanimously.

Mayor Pro Tem Capizzi announced the FY 2027 Proposed Budget, along with the 2026 Tax rate, will be adopted on Monday, September 14, 2026, at a meeting beginning at 6:00 p.m. at 550 Landa Street, in the City Council Chambers.

2. EXECUTIVE SESSION

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

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

4. ADJOURNMENT

Mayor Pro Tem Capizzi adjourned at 6:47 p.m.

By: _____
MICHAEL FRENCH, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

8/24/2026

Agenda Item No. B)

PRESENTER:

Garry Ford, Transportation and Construction Services Director

SUBJECT:

Approval of a contract with Rucoba & Maya Construction, LLC for the construction of the Alamo Area Metropolitan Planning Organization Citywide Pedestrian Improvement Project Phase 1.

DEPARTMENT: Transportation and Construction Services**COUNCIL DISTRICTS IMPACTED:** 3, 5, & 6**BACKGROUND INFORMATION:**

The City of New Braunfels submitted five project areas from the original Citywide Pedestrian Improvements Project, considered in the 2023 Bond Program, to the Alamo Area Metropolitan Planning Organization (AAMPO) Transportation Alternatives project call in 2023. A resolution of support for this funding submission was approved by City Council on June 12, 2023. The Citywide Pedestrian Improvements Phase 1 Project will improve pedestrian connectivity by completing sidewalk gaps and addressing Americans with Disabilities Act (ADA) compliance for the following areas:

- Alves Lane & Brooke Avenue
 - o Includes a segment on Alves Lane from Fisher Way to the Timmerman Park Trail and enhanced pedestrian crossings on Brooke Avenue and Alves Lane.
- Christus Santa Rosa Area
 - o Includes segments on E. Austin Street, N. Houston Avenue, and Lakeview Boulevard
- Hinman Island Drive
 - o Includes segments on Hinman Island Drive, N. Liberty Avenue, and E. San Antonio Street
- County Line Road & FM725
- Oak Run Parkway
 - o Includes segments between Hunters Trace and Hunters Village

The New Braunfels Economic Development Corporation (NBEDC) funded the final design and construction for the project. On May 21, 2026, the NBEDC approved funding in the amount of \$700,000 for the City's 20% match of the construction funding, construction contingency, and construction administration services. The City Council approved the NBEDC expenditure on July 13, 2026.

Construction of the AAMPO Citywide Pedestrian Improvements Project Phase 1 is being funded through an Advanced Funding Agreement (AFA) between the Texas Department of Transportation (TxDOT) and the City of New Braunfels with a 20% match from the City funded by the NBEDC. The estimated project construction cost in the AFA was \$1,739,830, with the maximum funding available from AAMPO in the amount of \$1,391,864, or 80% of the actual construction cost.

The City released a Request for Proposals (RFP) on May 13, 2026, and received six bids on June 23, 2026. Rucoba & Maya Construction was evaluated to be the lowest responsible bidder with a bid amount of \$1,376,657.21. The City received concurrence and approval by TxDOT on August 7, 2026. An additional 10% of the construction cost in the amount of \$137,665 is recommended to be allocated for construction contingency.

ISSUE:

Provide a system of convenient and safe transportation facilities through comprehensive, cooperative, and continuing transportation system planning and development.

STRATEGIC PLAN REFERENCE:

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

Enhanced Connectivity

- Support and maintain a well-connected transportation network.
- Support the ongoing maintenance of the City's multi-modal transportation network.
- Assess pedestrian connectivity and ADA accessibility and establish priorities for funding, constructing and maintaining pedestrian improvements.
- Identify and establish planning, capital and operating funding to support and maintain a well-connected transportation network serving pedestrians, bicyclists, transit users, children, older individuals, individuals with disabilities, motorists and freight vehicles.

Community Well-Being

- Develop investments that improve safety, reduce heat islands and encourage transportation modes that support healthier lifestyles and exercise such as biking, walking and running.
- Look for opportunities to reconnect the community by mitigating barriers to community connectivity.

FISCAL IMPACT:

NBEDC and AAMPO, through an AFA, have approved funding towards the AAMPO Citywide Pedestrian Improvement Phase 1 Project. The AAMPO will fund 80% of the construction cost at \$1,101,325.77 and the NBEDC will fund 20% of the construction cost at \$275,331.44, a 10% construction contingency at \$137,665, and construction administration at \$168,724.50. The costs for both funding agencies are below the authorized amounts; therefore, there is sufficient funding for this project.

AFA (Preliminary) Construction Cost Breakdown:

Estimated Construction Cost (100%) \$1,739,830.00

Federal Construction Participation (80%)\$1,391,864.00

City Construction Participation (20%)	\$347,966.00
City Participation-Direct State Costs	\$24,929.00
Total City Participation	\$372,895.00

AFA does not include:
City Construction Contingency City Con
Administration

Note: City Participation-Direct State Cost included with Final Design costs funde

Bid Construction Cost Breakdown:

Construction Cost (100%)	\$1,376,657.21
Federal Construction Participation (80%)	\$1,101,325.77
City Construction Participation (20%)	\$275,331.44
City Construction Contingency (10%)	\$137,665.00
City Construction Administration Services	\$168,724.50
Total City Participation	\$581,720.91

NBEDC Construction Funding (approved May 21, 2026)	\$700,000.00
--	--------------

RECOMMENDATION:

Staff recommends the approval of a contract with Rucoba & Maya Construction, LLC for the construction of the Alamo Area Metropolitan Planning Organization Citywide Pedestrian Improvement Project Phase 1.

The Citywide Pedestrian Improvement Project - Phase 1 has been previously presented publicly at the following meetings:

- April 20, 2023 (NBEDC)
- May 22, 2023 (City Council)
- September 12, 2024 (NBEDC)
- November 12, 2024 (City Council)
- May 21, 2026 (NBEDC)
- July 13, 2026 (City Council)

8/24/2026

Agenda Item No. C)

PRESENTER:

Shane Knudson, Fleet Manager

SUBJECT:

Approval to authorize the City Manager to execute an Interlocal Agreement with the Joshua Independent School District in accordance with Chapter 791 of the Texas Government Code for goods and services.

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

In accordance with Texas Government Code Chapter 791, this item requests approval for the City Manager to enter into an Interlocal Agreement purchasing agreement with the Joshua Independent School District. This Interlocal Agreement offers shared procurement opportunities between governmental entities to engage in the purchase of goods and services. By utilizing this agreement, the participating members will handle all governmental procurement requirements including the competitive bidding process, so the entities can immediately access contracts as need, saving time and money on the bidding and purchasing process. The City of New Braunfels utilizes several similar cooperatives, which adds capacity to the purchasing process without the expense of adding staff.

Use of this agreement helps facilitate purchases at best cost and more efficiently, including direct sales between local governments such as municipalities, school districts, and/or counties. There is no cost associated with the use of the Interlocal Agreement.

Joshua ISD seeks to direct purchase of a police patrol vehicle (2019 chevy Tahoe-K-9 use) for \$9,500. This vehicle is declared as surplus and has been replaced with the 2026 replace schedule.

ISSUE:

The interlocal agreement supports sharing of procurement resources to maximize efficiency.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

There is no cost for the issuance or use of the Interlocal Agreement, therefore there is no fiscal impact.

RECOMMENDATION:

Staff recommends approval to authorize the City Manager to execute an Interlocal Purchasing Agreement with the Josua Independent School District in accordance with Chapter 791 of the Texas Government Code for goods and services.

**INTERLOCAL AGREEMENT BETWEEN
JOSHUA INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF NEW BRAUNFELS**

This Interlocal Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the CITY OF NEW BRAUNFELS Texas (hereinafter called "CITY OF NEW BRAUNFELS"), and the JOSHUA INDEPENDENT SCHOOL DISTRICT, Texas (hereinafter called " JOSHUA ISD "), each acting by and through its duly authorized officials:

WHEREAS, CITY OF NEW BRAUNFELS and the JOSHUA ISD are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF NEW BRAUNFELS and the JOSHUA ISD wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF NEW BRAUNFELS and the JOSHUA ISD may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF NEW BRAUNFELS and JOSHUA ISD through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF NEW BRAUNFELS and the JOSHUA ISD have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF NEW BRAUNFELS and the JOSHUA ISD agree as follows:

1. CITY OF NEW BRAUNFELS and the JOSHUA ISD may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
2. CITY OF NEW BRAUNFELS and the JOSHUA ISD shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF NEW BRAUNFELS and the JOSHUA ISD shall each make their respective payments from current revenues available to the paying party.
3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

**INTERLOCAL AGREEMENT BETWEEN
JOSHUA INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF NEW BRAUNFELS**

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.
5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
6. This Agreement shall become effective on the day, and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on July 31, 2027, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.
7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.
8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.
9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.
11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.
12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not

**INTERLOCAL AGREEMENT BETWEEN
JOSHUA INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF NEW BRAUNFELS**

create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF NEW BRAUNFELS

JOSHUA ISD

By: Robert Camareno
City Manager

By:

8/24/2026

Agenda Item No. D)

PRESENTER:

Ken Wilson, Director of Parks and Recreation

SUBJECT:

Approval of lease agreement with River Hofbrau NB LLC for concession services at Landa Park Golf Course.

DEPARTMENT: Parks and Recreation**COUNCIL DISTRICTS IMPACTED:** 3**BACKGROUND INFORMATION:**

The City has contracted with River Hofbrau NB LLC for food and beverage services at Landa Park Golf Course since 2016 under a revenue-generating concessionaire agreement. Under the agreement, the City receives lease payments based on gross sales generated from the concessionaire's food and beverage operations.

The current agreement expires August 31, 2026. Earlier this year, the City issued a solicitation to secure a new concessionaire agreement for continued food and beverage services at the golf course. The City issued a Request for Proposals in February 2026 and received three (3) responses on April 14, 2026.

City staff reviewed the proposals based on qualifications, quality of proposed services, costs, and responsiveness. After evaluation, the City is recommending the incumbent River Hofbrau. The evaluation team noted that Hofbrau's previous experience and success in working with the City combined with their financial proposal was the best value for the City and the Golf Course patrons.

The new contract increases the minimum revenue to the city from 8% of gross sales or \$32,000, whichever is greater, to 8% of gross sales or \$40,000, whichever is greater, paid monthly. The terms also increase the monthly utility contribution from \$400 to \$500.

The term of this lease (attached) shall be for two (2) years beginning September 1, 2026, through August 31, 2028. This lease may be renewed automatically for three (3) additional one (1) year renewal terms.

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:N/A **Economic Mobility** N/A **Enhanced Connectivity** N/A **Community Identity**

YES Organizational Excellence YES Community Well-Being

Organizational Excellence Objective: Continue to diversify revenue streams to support long-term fiscal sustainability of the organization.

Organizational Excellence Outcome: Reduce reliance on General Fund primary revenue sources (property taxes, sales taxes, and franchise fees) by ensuring that non-primary revenues are aligned with the market and achieving the appropriate level of cost recovery.

Community Well-Being Goal: Implement services that enhance health and well-being to improve overall quality of life for residents.

FISCAL IMPACT:

The lease agreement will generate revenue at the rate of 8% of actual gross sales, or \$40,000, whichever is greater, payable monthly, along with the monthly utility contribution of \$500. There is no direct cost to the City.

RECOMMENDATION:

Staff recommend approval of the contract with River Hofbrau NB LLC.

LANDA PARK MUNICIPAL GOLF COURSE
FOOD AND BEVERAGE SERVICE LEASE AGREEMENT

This Lease is entered into by and between the City of New Braunfels (hereinafter called "City"), acting by and through its City Manager and River Hofbrau NB LLC hereinafter called "Concessionaire", for the operation of a food and beverage service to be located at Landa Park Golf Course (hereinafter called "Golf Course"): This Lease is pursuant to the following terms, conditions and covenants:

1. INDEPENDENT CONTRACTOR AGREEMENT

- 1.1 City hereby engages Concessionaire to operate a food and beverage service pursuant to the provisions contained herein. Such operations are to include, but not necessarily be limited to, the storage, preparation, cooking, refrigeration, and distribution of all types of food for breakfast, brunch, lunch, dinner, and event-type (when applicable) meals, and alcoholic beverages and non- alcoholic beverages. These items may include, but are not limited to: sandwiches, "grill" items, snacks, chips, cookies, muffins, pastries, breads, dessert items, fruit, specialty coffees, teas, cheeses, fresh juices, candies, mineral water, and complete entrees. Concessionaire shall be responsible for the maintenance and upkeep of kitchen and dining areas at the Golf Course clubhouse, as promulgated by the City through the Golf Course Manager (hereinafter called the "Manager") or Golf Course Manager's designee and on the Golf Course.
- 1.2 The Food and Beverage operation shall be provided to the general public and golfers enjoying the facilities.
- 1.3 Concessionaire shall be an independent contractor and not an employee of City. Concessionaire shall not be entitled to or receive any benefits provided by City to City's employees. Concessionaire accepts full responsibility for filing all tax returns and paying all taxes that may be required or due for Concessionaire's employees under the terms and conditions of this Lease.

2. TERMINATION PROVISIONS

2.1 In addition to causes for termination delineated in this Article and Article 3 and paragraph 14.1 hereinafter, City shall have the right to terminate this Lease under the following conditions:

2.1.1 Failure by Concessionaire, through any cause, to fulfill in a timely, proper or satisfactory manner Concessionaire's responsibilities under this Lease, or violation by Concessionaire of any of the covenants or agreements of this Lease after being notified in writing by the Golf Course Manager of such failure or violation. If deficiencies in compliance by Concessionaire are correctable, Concessionaire shall have thirty (30) days ("Deficiency Cure Period") following receipt of written notice that Concessionaire's compliance is untimely, improper or unsatisfactory to correct such compliance deficiencies. Failure to correct such deficiencies to the satisfaction of the Manager during said thirty (30) days may result in termination of this Lease upon the conclusion of said thirty (30) days. If compliance deficiencies by Concessionaire are not correctable, City shall thereupon have the right to terminate this Lease, by giving written notice to Concessionaire of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the foregoing, the City may terminate this Lease if the same or similar deficiency or deficiencies by Concessionaire occur after the 30-day Deficiency Cure Period has concluded, even if Concessionaire corrected the deficiency or deficiencies within the original Deficiency Cure Period.

2.2 Concessionaire may, at Concessionaire's discretion, terminate this Lease by giving City one hundred eighty (180) day's prior written notice of intent to terminate.

3. DEFAULTS AND REMEDIES

3.1 The following events shall be deemed to be events of default by Concessionaire under this Lease:

- 3.2 Concessionaire's failure to pay any installment or any part thereof, of monthly concession fee due City as provided for in this Lease shall result in a declaration of default. The failure by Concessionaire, through any cause, to fulfill in a timely, proper or satisfactory manner of Concessionaire's responsibilities under this Lease, or violation by Concessionaire of any of the covenants or agreements of this Lease after being notified in writing by the Manager of such failure or violation shall result in Concessionaire being declared in default. Concessionaire shall have five (5) days ("Default Cure Period") to cure any default that can be cured in the opinion of the City. If such default is not cured by Concessionaire during the Default Cure Period, City has the right to terminate this Lease instanter. Notwithstanding the foregoing, the City may terminate this Lease if the same type of event of default occurs by Concessionaire after the 5-day Default Cure Period has concluded, even if Concessionaire cured the original event of default within the original Default Cure Period.
- 3.3 Upon the occurrence of an event of default as heretofore provided, City has the right, at its option, to declare this Lease, and all rights and interests created by it, terminated. Upon City electing to so terminate, this Lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof; or City, its agents or attorney has the right, at its option, to resume possession of the Golf Course Clubhouse kitchen and dining areas without relieving Concessionaire of any obligation hereunder related to commission still due and owing in this Lease, or any extension thereof, as applicable.
- 3.4 Any termination of this Lease as herein provided, does not relieve Concessionaire from the payment of any sum or sums that are due and payable or become due and payable to City hereunder, or any claim for damages then or theretofore accruing against Concessionaire hereunder, or any such sum or sums or claim for damages by any remedy provided for by law, or prevent City from recovering damages from Concessionaire for any default there under. All rights, options and remedies of City contained in this Lease shall be cumulative of the other, and City shall have the right to pursue

any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Lease. No waiver by City of a breach of any of the covenants, conditions or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

4. TERM OF LEASE

- 4.1 The term of this Lease shall be for two (2) years beginning September 1, 2026 through August 31, 2028, unless sooner terminated pursuant to the provisions of Articles 2 and 3. This Lease will be renewed automatically for three (3) additional one (1) year renewal terms unless notice is provided by either party no less than 120 days prior to the renewal date.

5. COMPENSATION TO THE CITY

- 5.1 Concessionaire agrees to pay to the City throughout the term of this Lease, the following percentage on Gross Sales from this food and beverage concession operations, which also include, mobile and vending revenues, and event or catering revenues, including third-party catered events, which are subject to the provisions in Section 20

8% of gross sales or \$32,000, whichever is greater; payable monthly

- 5.1.1 "Gross Sales" is defined as (1) the aggregate amount each calendar month of all Clubhouse food and beverage service sales, (2) the aggregate amount each calendar month of all vending services of food and beverage, and (3) the aggregate amount each calendar month of all mobile services of food and beverage, all other items made and/or sold at the contracted Premises. The aggregate "Gross Sales" excludes actual sales tax paid. Concession food and beverage services include, but are not limited to, items prepared on and off the Premises, including delivery, "food-to-go" orders, and sales which are catered events, including catering fees and delivery fees not at the Clubhouse or adjacent Golf Course ("off-premises") that

Concessionaire provides in whole or part through the Contracted Premises, including by telephone, fax or other means of electronic transmission, and catered or delivered there from, before, during, and after Concession operation hours, for cash, credit, or otherwise, of every kind, name or nature regardless of when or whether paid or not, together with the aggregate amount of all exchanges of goods, wares, merchandise or services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

5.2 Percentage to City for catered events shall not be less than the percentage of Concessionaire- provided food and beverage service revenues per paragraph 5.4

5.3 Concessionaire shall make a forecasted payment to City no later than the tenth (10th) day of each month for the preceding business month. Said payments shall be submitted to:

City of New Braunfels Finance Division

550 Landa Street New Braunfels, Texas 78130

5.4 Accompanying aforesaid monthly payments to the City shall be a Gross Sales Report, prepared by Concessionaire, in form and content acceptable to City as herein prescribed. The purpose of said monthly Gross Sales Report is to provide the basis for computation of Concessionaire's monthly payments to the City. In addition to retail sales figures from food and beverage (both alcoholic and non-alcoholic) concession operations, said monthly Gross Receipts Report shall include Concessionaire's revenue from mobile and vending concessions, and revenues from special and catered events, including those catered by third parties.

6. FOOD AND BEVERAGE CONCESSION OPERATION

6.1 The food and beverage concession conducted by Concessionaire shall be done so within the framework of those rules and regulations delineated in this Article. City, through the Golf Course Manager, shall notify Concessionaire in writing of any non-compliance of operational issues

therewith. Concessionaire shall correct any such non-compliance within five (5) calendar days following receipt of such written notice.

6.1.1 Concessionaire agrees to maintain operating hours that coincide with the golf facilities' hours of operation.

6.2 To ensure accountability, Concessionaire shall install, at Concessionaire's sole cost and expense, and utilize a "point of sale (POS)" system to handle all food and beverage transactions at each location. Such system shall correctly and accurately measure, account for and document all Gross Revenues each year, and be capable of generating monthly, quarterly and annual financial reports of all Gross Sales, less sales tax, generated each year. Every effort shall be made to capture revenues from catered and special events, vending sales and mobile concession receipts within the POS accounting system. Concessionaire shall maintain such records for at least five (5) years following the end of the calendar year in which they are generated.

6.2.1 Any alternate accounting system used to record the foregoing sales must be approved in advance by the City.

6.3 Concessionaire will be responsible for the cleanliness of all food preparation and serving areas, as well as the tabletops and floor spaces in the eating areas, i.e. tables and chairs in the bar and grill, dining room and outside patio. Concessionaire shall maintain the Premises in a clean and sanitary condition at all times, which condition must conform to Concession minimum standards mandated by the City of New Braunfels.

6.4 City is responsible for the cleanliness of the eating areas, including walls, windows, light fixtures and the common area restroom facilities. Excluded are the tabletops, floor spaces and any accompanying condiment containers in bar and grill, dining room, and outside patio area. These areas shall be cleaned and straightened throughout the day by Concessionaire.

- 6.5 The Concessionaire is responsible for the upkeep, repairs, and annual service of the City owned kitchen equipment until the equipment is beyond repair or has outlived normal usage (75% of replacement value, cumulative). At that time, the City will replace the equipment.
- 6.6 The Concessionaire shall also supply and maintain, at its own expense, any extra and incidental kitchen and dining room appliances, equipment and/or paraphernalia necessary to ensure that the food and beverages served are acceptable for both the food service operation and a particular catered event, including, but not necessarily limited to, chairs, tables, and individual linen. All equipment that is provided solely by Concessionaire shall remain the property of the Concessionaire and may be removed by the same at termination of the Concession Agreement with the City, subject to the terms of said Agreement.
- 6.6.1 Concessionaire may remove an item or items of equipment, not the property of the City, at Concessionaire's discretion, prior to the termination of the Concession Agreement, so long as the removed item does not hinder efficient and continuous food and beverage operations.
- 6.6.2 Catered events ("Special Events) scheduled by Concessionaire must be submitted to Manager for written approval at least five (5) days before the function.
- 6.6.3 Equipment for mobile vending (golf cart-type) of food and beverage concessions is required for the golf course, as is the implementation and operation of same by concessionaire.
- 6.7 City will provide ice machine.

- 6.8 Concessionaire must meet all state and local alcoholic drink licensing requirements to include having a mixed beverage license. The City shall approve all state permit applications, such as those for "Beer and Wine," or "By the Drink."
- 6.8.1 Copies of all current Texas Alcoholic Beverage Commission (TABC) permits must be provided to Manager.
- 6.8.2 Concessionaire will require the applicable employees to take the TABC-approved "seller/server" certification course.
- 6.9 All items sold and distributed by the Concessionaire shall be of First Class (Grade "A") quality, and all services provided by the Concessionaire shall be rendered courteously, efficiently and in a business-like and accommodating manner.
- 6.9.1 The City reserves the right to prohibit the sale of any item that it deems objectionable and shall have the right to order the improvement of the quality of the merchandise or the services rendered.
- 6.9.2 The Manager reserves the right to make reasonable objections to the food or drinks served or other items sold or otherwise used or distributed the service in the operation, the number of staff available for service, and the character of the appearance, cleanliness and condition of the Premises.
- 6.10 After the Lease is awarded and initial pricing established, all items sold, and their pricing, for subsequent Lease years, as described above will be subject to annual review and approval by the Golf Course Manager.

- 6.10.1 Concessionaire shall observe an industry wide pricing structure as it relates to the prices of beer and soft drinks.
- 6.10.2 Concessionaire may run specials and promotions consistent with good business practices.
- 6.10.3 The Manager must approve all price increases in writing in advance.
- 6.10.4 Concessionaire shall prominently post current food and beverage menu(s) and prices.
- 6.11 Concessionaire shall comply with all building, plumbing, electrical and other applicable codes and regulations in the installation and operation of Concessionaire's food and beverage related equipment.
- 6.12 Food and beverage concession area shall not be used to store any supplies, materials or equipment not used in the food and beverage operation.
- 6.13 Concessionaire must provide a sufficient number of qualified employees to insure prompt customer service. All food and beverage concession employees shall comply with and be subject to applicable health codes, rules and regulations. Appropriate dress code is required as outlined in Section 16.2.
- 6.14 Concessionaire must comply with all federal and state laws and City ordinances and codes applicable to the food and beverage concession including payment of all federal, state and local taxes, fees, licenses and permits.
- 6.15 Concessionaire shall supply a beverage cart.

- 6.16 Concessionaire has the option to provide food service to the City Pool.
- 6.17 Concessionaire is responsible for controlling and/or policing of unauthorized food and alcoholic beverages brought onto the golf course by golfers and their guests.
- 6.18 Concessionaire shall develop and present a marketing plan to the City outlining a plan to increase business and maximize profits.
- 6.19 Concessionaire shall provide credit card service for transactions
- 6.20 Concessionaire shall be the exclusive provider of Food and Beverage Service at the golf course. However, under no circumstances is the Concessionaire to use City property for any food prep or other operation not servicing City facilities.

7. IMPROVEMENTS BY CONCESSIONAIRE

- 7.1 Concessionaire shall make no physical construction, improvements or alterations to the Golf Course Clubhouse kitchen and dining areas without prior review and written approval of plans therefore by the Parks and Recreation Director. All costs and expenses of such approved physical construction, improvements or alterations to the Golf Course initiated by Concessionaire shall be at Concessionaire's sole cost and expense.
- 7.2 All permanent improvements and/or alterations made by Concessionaire become the property of City upon completion thereof.

- 7.3 Concessionaire covenants that he shall not bind, or attempt to bind, City for the payment of any money in connection with the construction, repair, alteration, addition, or reconstruction in, on or about the Clubhouse kitchen and dining areas.
- 7.4 Concessionaire has had full opportunity to examine the Clubhouse facilities and acknowledges that there is in and about it nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. Concessionaire's use of the Clubhouse kitchen and dining areas for the purposes authorized herein shall be conclusive evidence of Concessionaire's acceptance thereof in good order and satisfactory condition, and Concessionaire hereby accepts the kitchen and dining areas in their present condition as suitable for the purposes for which this Lease prescribes.
- 7.5 Concessionaire agrees that no representations respecting the conditions of the Golf Course's Clubhouse kitchen and dining areas and no promises to construct, reconstruct, alter, repair or improve same, either before or after the execution hereof, have been made by City or its agents to Concessionaire unless the same are contained herein or made a part hereof by specific reference herein. City expressly denies making any warranty as to the suitability of the Licensed Premises for any purpose. Concessionaire acknowledges that City has made no representations regarding the suitability of the premises for Concessionaire's purposes.

8. UTILITY AND MAINTENANCE RESPONSIBILITIES

- 8.1 The Concessionaire shall pay a pro-rata share of utilities provided by City to the clubhouse kitchens in the amount of \$500 per month. Concessionaire shall provide for and pay directly to the utility company's services fees for telephone lines and connections, and any other supplemental utility services Concessionaire requires in or on the Contracted Premises. City shall not be liable to Concessionaire in damages or otherwise if said services are

interrupted or terminated because of necessary repairs, installations, improvements or any cause beyond the control of the City.

8.1.1 Concessionaire shall provide and pay for all necessary safety inspections and maintenance of vent hoods, grills, grease traps and fire-suppression systems.

8.2 The Concessionaire shall be responsible for the prompt removal of waste, trash and garbage from the Premises and will keep Premises clean and washed at all times. In addition, Concessionaire will arrange for all grease traps to be cleaned and maintained on a regular schedule per NBU code.

8.3 Concessionaire agrees, at Concessionaire's sole cost and expense, to maintain and keep the interior of the Contracted Premises, including, but not limited to, interior plumbing, plumbing fixtures, plumbing lines and plumbing connections and interior electrical fixtures, lamps, bulbs, wiring and connections, and interior walls, flooring, doors, plate glass and other interior improvement, as well as, all appliances, tables and chairs, in good working order and repair and in a good, clean, safe and sanitary condition (usual wear, tear, acts of God, or unavoidable accident, only excepted).

8.4 The City, the Manager or City Manager's designee shall have access to the Concession Premises during its regular business hours of operation for the purpose of inspecting the conditions of the facility and for making repairs, when applicable and necessary.

9. INDEMNIFICATION

9.1 CONCESSIONAIRE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses,

fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONCESSIONAIRE'S activities under this LEASE, including any acts or omissions of CONCESSIONAIRE, any agent, officer, director, representative, employee, consultant or subcontractor of CONCESSIONAIRE, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this LEASE, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONCESSIONAIRE shall promptly advise the CITY in writing of any claim or demand against the CITY or CONCESSIONAIRE known to CONCESSIONAIRE related to or arising out of CONCESSIONAIRE'S activities under this LEASE and shall see to the investigation and defense of such claim or demand at CONCESSIONAIRE'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONCESSIONAIRE of any of its obligations under this paragraph.

- 9.2 It is the EXPRESS INTENT of the parties to this LEASE, that the INDEMNITY provided for in this section (Section 10), is an INDEMNITY extended by CONCESSIONAIRE to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage.
- 9.3 CONCESSIONAIRE further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

10. INSURANCE REQUIREMENTS

- 10.1 Any and all employees, representatives, agents or volunteers of Concessionaire while engaged in the performance of any work required by the City or any work related to a lease of space or Concession Agreement with the City shall be considered employees, representatives, agents or volunteers of Concessionaire only and not of the City. Any and all claims that may result from any obligation for which Concessionaire may be held liable under any Workers' Compensation, Unemployment Compensation or Disability Benefits law or under any similar law on behalf of said employees, representatives, agents or volunteers shall be the sole obligation and responsibility of Concessionaire.
- 10.2 Prior to the commencement of any work under this Agreement, Concessionaire shall furnish an original completed Certificate(s) of Insurance to the Golf Course Manager and City Secretary's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the City's Golf Course Manager and the City and no officer or employee shall have authority to waive this requirement.
- 10.3 The City reserves the right to review the insurance requirements of this section during the effective period of the Lease Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City, based upon changes in statutory law, court decisions, or circumstances surrounding the Lease Agreement, but in no instance will the City allow modification whereupon the City may incur increased risk.

- 10.4 A Concessionaire's financial integrity is of interest to City, therefore, subject to Concessionaire's right to maintain reasonable deductibles in such amounts as are approved by City, Concessionaire shall obtain and maintain in full force and effect for the duration of the Lease Agreement, and any extension hereof, at Concessionaire's sole expense, insurance coverage written, on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A-or better by AM. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

Insurance Type	Amount Required
Workers' Compensation and Employers Liability	Statutory \$500,000/\$500,000/\$500,000
Commercial General (Public) Liability Insurance to include the following	\$1,000,000 per occurrence; \$2,000,000 aggregate
Injury and Property Damage	
Premises/Operations	
Independent Contractors	
Broad Form Contractual Liability	
Products/completed operations	
Broad form property damage, to include fire legal liability	
Personal Injury	
Explosion, Collapse, Underground	
Comprehensive Automobile Liability	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 (or equivalent)
Owned/Leased Vehicles	
Non-Owned Vehicles	
Hired Vehicles	
Motor Truck cargo insurance including loading and unloading coverage: written on an inland marine form and an all-risk basis	\$1,000,000
Property Insurance: For physical damage to Concessionaire	Coverage for a minimum of 80% of the replacement cost of the premises
Liquor Liability	\$1,000,000 per occurrence
Liquor Host Liability	\$1,000,000 per occurrence

- 10.5 The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the City, the Concessionaire shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.
- 10.6 Concessionaire agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.
- 10.7 Name the City and its officers, employees, volunteers and elected representatives as additional insured's as respects operations and activities of, or on behalf of, the named insured performed under Lease with the City, with the exception of the workers' compensation and professional liability policies:
- 10.7.1 Provide for an endorsement that the "other insurance" clause shall not apply to the City of New Braunfels where the City is an additional insured shown on the policy.
- 10.7.2 Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.
- 10.8 Concessionaire shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) day notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of New Braunfels Landa Park Golf Course

Attn: Course Manager

180 Golf Course Rd.

New Braunfels, Texas 78130

City of New Braunfels Finance Division

550 Landa Street

New Braunfels, Texas 78130

- 10.9 If Concessionaire fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Lease Agreement. Procuring of said insurance by the City, however, is not the exclusive remedy for failure of Concessionaire to maintain said insurance or secure said endorsements. In addition to any other remedies the City may have upon Concessionaire's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Concessionaire to stop work hereunder, and/or withhold any payments(s) which become due to Concessionaire hereunder until Concessionaire demonstrates compliance with the requirements hereof.
- 10.10 Nothing herein contained shall be construed as limiting in any way the extent to which Concessionaire may be held responsible for payments of damages to persons or property resulting from Concessionaire's or its subcontractors' performance of the work covered under this Lease Agreement.
- 10.11 All personal property placed in the Leased Premises shall be at the sole risk of Concessionaire. City shall not be liable, and Concessionaire waives all

claims for any damage either to the person or property of Concessionaire or to other persons due to the Leased Premises or any part of appurtenances thereof becoming out of repair or arising from bursting or leaking of water, gas, waste pipes, or defective wiring or excessive or deficient electrical current; or from any act or omission of employees, or other occupants of the Leased Premises, or any other persons; due to the happening of any accident in or about said Leased Premises. Concessionaire shall save and hold harmless City from any claims arising out of damage to Concessionaire's property or damage to Concessionaire's business, including subrogation claims by Concessionaire's insurers.

11. LEASE AGREEMENT OVERSIGHT

- 11.1 The Golf Course Manager, or Golf Course Manager's designee, shall be City's principal agent for monitoring Concessionaire's compliance with this Lease Agreement.

12. HOLD HARMLESS AND NO LIABILITY FOR LOSSES INCURRED BY CONCESSIONAIRE

- 12.1 Concessionaire specifically understands and agrees that City accepts no liability for any loss by Concessionaire of funds/revenues, merchandise, equipment, supplies, materials or other goods owned by Concessionaire whether due to theft, robbery, break-in, vandalism, acts of God or any other causes.
- 12.2 Concessionaire agrees to hold City harmless for any theft, damages or destruction of signs, goods and/or other property of Concessionaire so left on the Contracted Premises after Concessionaire vacates the Golf Course's Clubhouse kitchen and dining areas. If said signs, goods and any other property placed by Concessionaire upon the Contracted Premises are not removed by Concessionaire within thirty (30) days after the Contracted

Premises are vacated, then the City may remove same without further notice or liability therefor.

- 12.3 Upon any such expiration or termination of this Lease, Concessionaire shall quit and peacefully relinquish control of the Food and Beverage Concession to City, and City, upon or at any time after such expiration or termination, may, without further notice, enter upon and re-enter the Clubhouse and possess itself thereof, by force, summary proceedings, ejectment or otherwise, and may remove Concessionaire and all other persons and property, including all signs, furniture, trade fixtures, and other personal property which may be disputed as to its status as fixtures, from the Clubhouse kitchen and dining areas.

13. RECORDS, REPORTS AND AUDIT RIGHTS

- 13.1 Concessionaire shall maintain, in the City of New Braunfels, Texas, books and records reflecting Concessionaire's operations hereunder in accordance with generally accepted accounting principles. Such books and records, together with any other documentation necessary for verification of Concessionaire's compliance with the terms of this Lease, shall be made available to Manager or any authorized representative, upon request. The City Finance Division shall have the right to conduct an audit, examine and make excerpts or transcripts from said books, records and documentation to verify the amount of Gross Revenues reported and Compensation paid to City each year.
- 13.2 Concessionaire shall furnish an annual financial statement, prepared by a certified public accountant, showing all Gross Sales for the applicable year, within ninety (90) days after the end of Concessionaire's fiscal year. Any accounting system utilized by Concessionaire shall adhere at all times to generally accepted accounting practices.

13.3 All applicable records and accounts of Concessionaire, together with all supporting documentation, shall be preserved in Comal County, Texas, by Concessionaire for five (5) years after the final payment under this Lease or until all audits, if any, are complete and findings on all claims have been finally resolved, whichever is the greater period of time. City, if it elects, has the right to require that any or all of such records and accounts be submitted for audit to City or to a certified public accountant to be selected by City. If it shall be determined, as a result of such audit, that there has been a deficiency in the payments due to City hereunder, then such deficiency shall become immediately due and payable with interest at the maximum legal rate under applicable law from the date when said payments should have been made. In addition, if payments have been understated by more than two percent (2%) and City is entitled to an increase in payments due hereunder as a result of such understatement, then Concessionaire shall pay the cost of such audit by City or City's designated auditor. In the event Concessionaire shall be delinquent in furnishing to City any monthly statement or other statements required hereunder and shall not furnish said statements to City within two (2) days following the request for same, then Concessionaire shall be automatically in default of this Lease and shall constitute grounds for termination of this Lease by City.

14. TAXES AND LICENSES

14.1 Concessionaire shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees and applicable employment taxes which are now or may hereafter be levied upon Concessionaire, or upon the business conducted on the Golf Course by Concessionaire, or upon any of Concessionaire's property used in connection therewith; and shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by Concessionaire. Failure to comply with the foregoing provisions shall constitute grounds for termination of this Lease by City.

15. ASSIGNMENT AND SUBLETTING

- 15.1 Concessionaire shall not assign this Lease or any portion hereof or allow same to be assigned by operation of law or otherwise or sublet the Lease or any part thereof. Any assignment or subletting by Concessionaire shall constitute grounds for termination of this Lease by City.
- 15.2 Without the prior written consent of Concessionaire, City shall have the right to transfer and assign, in whole or in part, any of its rights and obligations under this Lease and in the Golf Course Clubhouse referred to herein; and to the extent that such assignee assumes City's obligations hereunder, City shall, by virtue of such assignment, be released from such obligation.

16. CONCESSIONAIRE'S EMPLOYEES

- 16.1 Concessionaire shall provide and train, at Concessionaire's sole cost and expense, a sufficient number of employees to comply with Concessionaire's contractual obligations hereunder. Such employees of Concessionaire shall in no way be construed as City employees nor shall they be entitled to any compensation or benefits from or by the City.
- 16.2 Concessionaire shall develop and enforce a policy of employee standards for on-the-job conduct, appearance and demeanor.
- 16.2.1 The Concessionaire staff shall be dressed in polo shirts (which shall be furnished by Concessionaire at its sole cost and expense) and appropriate length bottoms (shorts, skort, skirts) consistent with the City of New Braunfels, Parks Department dress code. Jeans and Cut-Offs are strictly prohibited. Employees must be properly attired in dress that is clean and neat at all times.

17. NON-DISCRIMINATION

- 17.1 Discrimination based on race, color, sex, age, religion, disability, political affiliation, belief, or national origin, directly or indirectly, in employment practices or in the use of or admission to the Golf Course Clubhouse Food and Beverage Service is prohibited.

18. MINIMUM WAGE

18.1 Concessionaire shall not, except as may otherwise be permitted by applicable laws and regulations, pay less than the minimum wage required by Federal and State statutes to persons employed in Concessionaire's operations hereunder.

19. CONFLICT OF INTEREST

19.1 Concessionaire acknowledges that he is informed that Texas law prohibits contracts between the Concessionaire and any local public official, such as a City officer or employee, and that the prohibition extends to an officer or employee of City agencies, such as City-owned utilities and certain City boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. Concessionaire certifies (and this Lease is made in reliance thereon) that neither he, nor Concessionaire's employees or agents, nor any person having a substantial interest in this Lease is an officer or an employee of the City or any of its agencies.

20. SPECIAL EVENT RESERVATIONS

20.1 City reserves the right to approve or disapprove of any food and beverage service Special Event scheduled by Concessionaire; any function that requires a third-party vendor must receive written approval from the Golf Course Manager at least five (5) days prior to the event.

21. SEVERABILITY

21.1 If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable there be added as a part of this Lease a legal,

valid and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

22. NOTICES

22.1 Notices to City required or appropriate under this Lease shall be deemed sufficient if in writing and mailed, first class, U.S. Mail, postage pre-paid, addressed to the City Manager of the City of New Braunfels, or the City Manager's designee, at 550 Landa Street, New Braunfels, Texas 78130, or to such other address as may have been designated from time to time in writing by the City of New Braunfels. Notices to Concessionaire shall be deemed sufficient if in writing and mailed, first class, U.S. Mail, postage pre-paid, addressed to Concessionaire at the address currently on file with the Manager or at such other address on file with the City as Concessionaire may provide from time-to-time in writing to City.

23. PARTIES BOUND

23.1 The covenants and agreements herein contained shall inure to the benefits of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, and if there shall be more than one party designated as Concessionaire in this Lease, they shall each be bound jointly and severally hereunder.

24. TEXAS LAW TO APPLY

24.1 THIS LEASE SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN COMAL COUNTY, TEXAS.

25. GENDER

25.1 Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

26. CAPTIONS

26.1 The captions contained in this Lease are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Lease.

-----Remainder of this Page Intentional Left Blank -----

SIGNATURE PAGE

City of New Braunfels

By: _____

Print Name: Robert Camareno

Title: City Manager

Date: _____

550 Landa Street

New Braunfels, TX 78130

River Hofbrau NB LLC

By: _____

Print Name: _____

Title: _____

Date: _____

14711 Cadillac Drive

San Antonio, TX 78248

8/24/2026

Agenda Item No. E)

PRESENTER:

Becky Wiatrek, Assistant Director of Finance

SUBJECT:

Approval of a Budget Amendment for the FY 2026 Airport Fund.

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

The Airport Fund is experiencing higher-than-budgeted revenues in FY 2026, primarily due to increased fuel sales volume and higher fuel prices. The FY 2026 Budget includes \$3,872,000 in revenues from services, including cost of goods sold revenue. Based on current activity, revenues from services are projected to total approximately \$5,542,694, representing an increase of \$1,670,694 over budget. The FY 2026 Budget assumed approximately 800,000 gallons of fuel would be sold at the Airport; however, current activity indicates that approximately 917,000 gallons are expected to be sold during the fiscal year. The combination of higher fuel sales volume and increased fuel prices has resulted in service revenues exceeding the original budget.

In addition to higher fuel-related revenues, the Airport Fund is recognizing additional grant revenue associated with a Texas Department of Transportation (TxDOT)-funded airport fence project. A prior budget amendment approved on April 27, 2026, included \$859,052 for the project. After excluding \$185,701 related to the feasibility study, eligible project costs total \$673,351. TxDOT is expected to fund 95% of these eligible costs, resulting in approximately \$639,683 in additional grant revenue.

The expenditure portion of the budget amendment includes increases to both Employee Expenditures and Operating Expenditures. The increase in Employee Expenditures is primarily related to higher overtime costs resulting from increased fuel sales activity, as well as vacancies within the department.

The increase in Operating Expenditures is related to an increase in fuel costs as mentioned above, remediation and replacement of critical tower communications equipment, along with two projects that were rolled forward from FY 2025 into FY 2026.

The Air Traffic Control Tower has been owned and operated by the City of New Braunfels since 2008. Originally designed and constructed as a training tower in 2007, the equipment has gradually been replaced as needed. However, in recent years, there have been ongoing challenges experienced with existing mission critical tower communications equipment. The amendment provides an additional \$43,700 for remediation and replacement of critical tower communications and safety equipment such as the existing air to ground transmitter/receiver, standby radio, antennas and a reprogramming of the existing voice communications control system for greater redundancy in the event of a primary radio failure. Additionally, the budget

amendment includes \$31,000 in additional budget authority to begin an annual preventative maintenance plan for the tower communications equipment. This equipment is essential to maintain safe and efficient air operations in the above and surrounding airspace of KBAZ (New Braunfels National Airport).

The first project, the Area Drainage Master Plan project requires an additional \$65,000 in expenditure authority to complete the remaining project work. FY 2025 expenditures were lower than originally anticipated, resulting in a portion of the planned expenditures being deferred to FY 2026. The proposed amendment provides the necessary authority for these remaining costs and reflects only a change in the timing of expenditures, with no increase to the overall project scope or cost.

The second project, the Routine Airport Maintenance Program (RAMP), a reimbursable grant project, requires an additional \$75,000 in expenditure authority for remaining grant-funded costs that were rolled forward from FY 2025 into FY 2026. Under the RAMP program, the Airport incurs eligible project expenditures and subsequently receives reimbursement for those costs. The required 10% City match has already been included in the FY 2026 Budget. Therefore, the proposed amendment provides expenditure authority for the remaining RAMP costs, which will be fully offset by reimbursable grant revenue.

Proposed Budget Amendment

The proposed amendment would increase the Airport Fund revenue budget by \$2,310,377 and increase the expenditure budget by \$1,250,000.

Revenue -Total Increase: \$2,310,377

- **Increase Services/Goods Sold Revenues - \$1,670,694**

Reflects higher-than-budgeted fuel sales resulting from increased fuel volume and higher fuel prices. The Airport is projected to sell approximately 917,000 gallons of fuel compared to the 800,000 gallons assumed in the FY 2026 Budget.

- **Increase TxDOT Grant Revenue - \$639,683**

Reflects the anticipated 95% TxDOT funding for the Airport fence project. The calculation is based on the previously approved project amount of \$859,052, less \$185,701 for the feasibility study, with the remaining eligible project costs funded at 95% by TxDOT.

Expenditures -Total Increase: \$1,250,000

- **Increase Employee Expenditures - \$50,000**

Provides additional funding to maintain current service levels and keep overtime expenditures within budget due to increased fuel sales activity and additional positions added during the fiscal year.

- **Increase Operating Expenditures - \$1,200,000**

Additional operating funding is needed for:

- **\$985,300** for fuel purchases for resale;
- **74,700** for the remediation and replacement of critical tower communications and safety equipment

-
- **\$75,000** for the RAMP grant that was rolled from FY25 included in facility maintenance costs; and
 - **\$65,000** for the Area Drainage Master Plan, which was rolled forward from FY 2025 due to lower-than-anticipated FY 2025 expenditures. The additional FY 2026 budget authority reflects a timing shift in project spending.

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

N/A **Economic Mobility** N/A **Enhanced Connectivity** N/A **Community Identity**

YES **Organizational Excellence** N/A **Community Well-Being**

[Enter Objectives/Performance Measures Supported]

FISCAL IMPACT:

The proposed amendment would increase Airport Fund revenues by \$2,310,377 and expenditures by \$1,250,000, resulting in a net increase of \$1,060,377 to projected Airport Fund balance. The amendment will align the FY 2026 Budget with current revenue and expenditure projections, provide sufficient funding to support increased fuel sales and current service levels, and provide expenditure authority for reimbursable grant projects.

RECOMMENDATION:

Staff recommends approval of the proposed FY 2026 Airport Fund budget amendment.

8/24/2026

Agenda Item No. F)

PRESENTER:

Becca Miers, Director of Human Resources

SUBJECT:

Approval of a resolution of the City Council of the City of New Braunfels, Texas, amending the Meet and Confer Agreement between the City and the New Braunfels Police Officers' Association (NBPOA) for a term ending on September 30, 2028.

DEPARTMENT: Human Resources**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

Chapter 142 of the Texas Local Government Code authorizes certain municipalities to meet and confer with firefighter and police associations on matters such as wages, hours, and other terms and conditions of employment. Any agreement reached through this process must be ratified by both a majority of the City Council and a majority of covered employees through a secret-ballot election. Once fully ratified, a Meet and Confer Agreement may supersede conflicting state statutes, local ordinances, civil service provisions, and rules adopted by the department head or the New Braunfels Firefighters and Police Officers Civil Service Commission. Registered city voters may also petition for an election to repeal a ratified agreement.

On April 5, 2018, the City received a petition requesting recognition of the New Braunfels Police Officers Association (NBPOA) as the sole and exclusive bargaining agent for all municipal police officers, excluding the Police Chief and Assistant Chief, as permitted under Sections 142.053 and 142.058 of the Local Government Code. The Association demonstrated majority support among covered police officers and affirmed its commitment to comply with all statutory requirements, including the no-strike provision in Section 142.057.

Following City Council's recognition of the New Braunfels Police Officers' Association (NBPOA) as the sole and exclusive bargaining agent for covered police officers, the City and the Association initiated the Meet and Confer process pursuant to Chapter 142 of the Texas Local Government Code. In accordance with Section 142.063 and the Texas Open Meetings Act, negotiations concerning hiring and promotional practices were conducted at lawfully posted public meetings held on April 24 and May 6, 2025, with an agreement subsequently approved by City Council on June 23, 2025.

The parties subsequently continued negotiations concerning the renewal and amendment of the existing Meet and Confer Agreement at lawfully posted public meetings held on January 14, February 4, and February 16, 2026. The resulting renewal and amendments were approved by City Council on April 13, 2026. The parties met again at a lawfully posted public meeting on August 3, 2026, to negotiate additional amendments to the existing Meet and Confer Agreement.

Summary of Proposed Contract Amendments:

- Article 3. Promotions, Section 2. Promotional Examination Procedure, addition of (d): The Eligibility List for Police Department promotional examinations shall remain in effect for twelve (12) months from

the date the list is approved and certified by the Civil Service Commission, unless the list is exhausted before the expiration of the twelve (12) month period.

This provision shall apply to currently existing promotional lists as of August 24, 2026, beginning with the Sergeant promotional examination conducted on August 25, 2025, and all promotional examinations conducted thereafter.

- For the August 25, 2025 Sergeant promotional examination, the twelve (12) month eligibility period shall begin on October 9, 2025, the date the eligibility list was approved and certified by the Civil Service Commission.
 - For the May 18, 2026 Corporal promotional examination, the twelve (12) month eligibility period shall begin on July 20, 2026, the date the eligibility list was approved and certified by the Civil Service Commission.
 - For the May 19, 2026 Lieutenant promotional examination, the twelve (12) month eligibility period shall begin on July 20, 2026, the date the eligibility list was approved and certified by the Civil Service Commission.
 - For the May 19, 2026 Deputy Chief promotional examination, the twelve (12) month eligibility period shall begin on July 24, 2026, the date the eligibility list was approved and certified by the Civil Service Commission.
- Article 3. Promotions, Section 9. Statutory Override, addition of: This article supersedes section 143.036(h) since this contract sets the Eligibility List for the Police Department promotional examinations effective for twelve (12) months from the approved and certified date by the Commission, unless exhausted before twelve (12) months; not the date on which the written examination is given.

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends approval of the resolution.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY OF NEW BRAUNFELS, TEXAS, RATIFYING AND APPROVING AMENDMENTS TO THE MEET AND CONFER AGREEMENT BETWEEN THE CITY AND THE NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 5, 2018, pursuant to Section 142.053 of the Texas Local Government Code, the City of New Braunfels, Texas ("City"), received a petition requesting recognition of the New Braunfels Police Officers Association, as the sole and exclusive bargaining agent for all municipal police officers, excluding the head of the New Braunfels Police Department and employees exempt under Section 142.058(b) of the Texas Local Government Code (hereinafter collectively referred to as the Covered Police Officers"); and

WHEREAS, on April 5, 2018, pursuant to Section 142.053 of the Texas Local Government Code, the City of New Braunfels, Texas ("City"), received a petition requesting recognition of the New Braunfels Police Officers Association ("Association") as the sole and exclusive bargaining agent for all municipal police officers, excluding the head of the New Braunfels Police Department and the Assistant Chief, who are exempt under Section 142.058 of the Texas Local Government Code (collectively referred to herein as the "Covered Police Officers"); and

WHEREAS, the Association asserted that it represents the majority of the City's Covered Police Officers, and those officers indicated their support by signing the petition dated April 5, 2018; and

WHEREAS, the Association pledged to support the mission and service of the New Braunfels Police Department and to comply with the statutory requirements set forth in Chapter 142 of the Texas Local Government Code, including the no-strike provision in Section 142.057; and

WHEREAS, Chapter 142, Subchapter B, of the Texas Local Government Code (Local Control of Police Officers Employment Matters in Certain Municipalities), authorizes the City to recognize the Association as the sole and exclusive bargaining agent for the City's Covered Police Officers, and to meet and confer on employment-related matters; and

WHEREAS, by adopting this resolution, the City affirms that it does not relinquish its local control over management practices or City Council authority; and

WHEREAS, the Association expressed interest in meeting and conferring with the City specifically regarding promotional processes; and

WHEREAS, the City and the Association conducted negotiations on hiring and promotional practices at two lawfully posted public meetings held on April 24, 2025, and May 6, 2025, in accordance with the Texas Open Meetings Act and Section 142.063 of the Texas Local Government Code; and

WHEREAS, the parties were able to meet and negotiate a renewal along with several amendments to the last approved Meet and Confer Agreement at a lawfully posted, public meetings held on January 14, 2026, February 4, 2026, and February 16, 2026, in accordance with the Texas Open Meetings Act and Section 142.063 of the Local Government Code; and

WHEREAS, the renewed and amended Meet and Confer Agreement was ratified and approved by the City Council on April 13, 2026, for a term ending September 30, 2028; and

WHEREAS, the parties subsequently met and negotiated additional amendments to the existing Meet and Confer Agreement at a lawfully posted public meeting held on August 3, 2026, in accordance with the Texas Open Meetings Act and Section 142.063 of the Texas Local Government Code.

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

SECTION 1.

That the City Council hereby ratifies and approves the amendments to the existing Meet and Confer Agreement between the New Braunfels Police Officers' Association and the City of New Braunfels, in accordance with and pursuant to Chapter 142, Subchapter B, of the Texas Local Government Code, and further authorizes the City Manager to execute the amended Meet and Confer Agreement. The amended Meet and Confer Agreement is attached to this resolution as Exhibit A, with the term ending on September 30, 2028.

SECTION 2.

This recognition is not intended to deny local control by the City nor restrict or diminish management rights of the City.

SECTION 3.

This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

Passed and approved this the 24th day of August 2026.

Michael French, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

Exhibit A

Meet and Confer Agreement

between

The City of New Braunfels

and

the New Braunfels

Police Officers' Association (NBPOA)

Effective June 23, 2025

Amendment Dates:

April 13, 2026

August 24, 2026

TABLE OF CONTENTS

DEFINITIONS	3
<u>ARTICLE 1</u> - PARTIES AND PURPOSE OF MEET AND CONFER	5
<u>ARTICLE 2</u> - RECOGNITION.....	6
<u>ARTICLE 3</u> - PROMOTIONS	7
<u>ARTICLE 4</u> - PART-TIME EMPLOYMENT OF POLICE OFFICERS	15
<u>ARTICLE 5</u> - TERM OF AGREEMENT	17
<u>ARTICLE 6</u> - SAVINGS CLAUSE AND PREEMPTION PROVISION	18

DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the New Braunfels Police Officers' Association and the City of New Braunfels.
2. "Association" means the New Braunfels Police Officers' Association, its elected leaders and its collective membership.
3. "City" means the City of New Braunfels, its Mayor, City Council members, City Manager, Chief of Police and those persons designated by the City of New Braunfels to manage the city and its police department.
4. "Commission" means the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission.
5. "Day" or "days" shall mean calendar days unless otherwise specified.
6. "Department" means the New Braunfels Police Department.
7. "Department head" means the Chief of the New Braunfels Police Department, his or her designee, or an acting Chief of the New Braunfels Police Department.
8. "Director" means the Director of the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission.
9. "Police Officer" means a Police Officer employed by the Police Department by the City of New Braunfels.
10. "Local rules" means the Local Rules and Regulations promulgated by the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission.

11. "Parties" means the City of New Braunfels and the New Braunfels Police Officers' Association and "Party" means the City of New Braunfels or the New Braunfels Police Officers' Association.
12. "Seniority Points" means 1 point for every whole year served in the same rank within the New Braunfels Police Department, not to exceed 10 seniority points.
13. "Written examination" means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the assessment center.
14. "Observer" means a designated representative of the Police Officers' Association (POA) who may attend designated assessment center components in a non-participatory, non-evaluative role and is required to maintain the confidentiality of all materials, exercises, scoring, and candidate performance.
15. "Side Job" means department-approved outside employment in which a police officer performs services in their official capacity as a law enforcement officer.

ARTICLE 1

PARTIES AND PURPOSE OF MEET AND CONFER

The Parties to this Agreement are the CITY OF NEW BRAUNFELS, TEXAS, a home rule municipality organized under Texas law and the NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION.

It is the intent and purpose of the Meet and Confer negotiations and this Agreement, entered into by and between the CITY OF NEW BRAUNFELS, and the NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION, to achieve and maintain harmonious relations between the Parties related to the hiring and promotional practices in accordance with Subchapter C of 142 Texas Local Government Code and not deny local control by the City except as provided by this Agreement.

ARTICLE 2

RECOGNITION

The CITY OF NEW BRAUNFELS recognizes the NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION, as the sole and exclusive bargaining agent for the covered Police Officers described in the petition for recognition, excluding the head of the Police Department and excluding the employees exempt under Subsection (b), in accordance with subchapter C of Chapter 142 of the Texas Local Government Code. The Parties understand and agree the provisions of this Agreement do not extend to employees outside of the Department.

ARTICLE 3

PROMOTIONS

Section 1. Intent

In adopting this Article, the Parties agree to implement a promotional system using an assessment center component in addition to the written examination. The Parties believe adding an assessment component to the promotion process will improve the selection and provide promotional candidates with a fair opportunity to display skills and abilities that serve as additional indicators that they will perform well in the positions of Corporal, Sergeant, Lieutenant, or Deputy Chief. Applicants will be required to pass the written examination (a passing grade is a minimum grade of 70, not including seniority points) and participate in and complete all components of the assessment center before being placed on the eligibility list for promotion. Seniority points will be added at the conclusion of the assessment center.

Section 2. Promotional Examination Procedure

- (a) The Commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this Article and the Local Rules for the promotional positions of Corporal, Sergeant, Lieutenant, and Deputy Chief. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination to eligible promotional candidates who are members of the armed forces serving on active military duty.
- (b) Enough time will be provided between the scheduled written examination and the scheduled assessment center for each rank to allow for exam review, appeals, Civil Service Commission meeting(s), and regrading, as applicable. The assessment center shall not take place until all necessary written examination material has been reviewed by the Civil Service Commission.
- (c) The promotional examination procedure will consist of two parts:
 - 1. A written examination, as defined in this article, consisting of one hundred (100) multiple choice questions; and
 - 2. Upon passing the written examination part of the promotional examination procedure, participation in and completion of all components of the assessment center.
- (d) The Eligibility List for Police Department promotional examinations shall remain in effect for twelve (12) months from the date the list is approved and certified by the Civil Service Commission, unless the list is exhausted before the expiration of the twelve (12) month period.

This provision shall apply to currently existing promotional lists as of August 24, 2026, beginning with the Sergeant promotional examination conducted on August 25, 2025, and all

promotional examinations conducted thereafter.

- For the August 25, 2025 Sergeant promotional examination, the twelve (12) month eligibility period shall begin on October 9, 2025, the date the eligibility list was approved and certified by the Civil Service Commission.
- For the May 18, 2026 Corporal promotional examination, the twelve (12) month eligibility period shall begin on July 20, 2026, the date the eligibility list was approved and certified by the Civil Service Commission.
- For the May 19, 2026 Lieutenant promotional examination, the twelve (12) month eligibility period shall begin on July 20, 2026, the date the eligibility list was approved and certified by the Civil Service Commission.
- For the May 19, 2026 Deputy Chief promotional examination, the twelve (12) month eligibility period shall begin on July 24, 2026, the date the eligibility list was approved and certified by the Civil Service Commission.

Section 3. Written Examination

- (a) The promotional candidate's score on the written examination shall constitute the candidate's "written score". The minimum passing score on the written examination is seventy percent (70%), not including seniority points. Promotional candidates who do not pass the written examination shall be eliminated from participation in the assessment center. This includes candidates on active military duty.
- (b) For a promotional candidate applying for the Corporal rank, sixty percent (60%) of a promotional candidate's composite score will be based on the written score.
- (c) For a promotional candidate applying for the Sergeant rank, sixty percent (60%) of a promotional candidate's composite score will be based on the written score.
- (d) For a promotional candidate applying for the Lieutenant rank, forty percent (40%) of a promotional candidate's composite score will be based on the written score.
- (e) For a promotional candidate applying for the Deputy Chief rank, thirty percent (30%) of a promotional candidate's composite score will be based on the written score.

Section 4. Assessment Center

- (a) Except for candidates on active military duty at the time of the written examination or assessment center, all candidates that receive a passing score on the written examination will advance to the assessment center. If a promotional candidate will be on active military

duty on the date(s) of the scheduled assessment center, the candidate will not be required to participate in the assessment center. The candidate's written score shall account for one hundred percent (100%) of the candidate's final score. If the candidate passes the written examination with a minimum of 70%, then the candidate's written score will be added to any applicable seniority points and account for one hundred percent (100%) of the candidate's final score.

- (b) For a promotional candidate applying for the Corporal rank, forty percent (40%) of a promotional candidate's final score will be based on an assessment center.
- (c) For a promotional candidate applying for the Sergeant rank, forty percent (40%) of a promotional candidate's composite score will be based on the assessment center.
- (d) For a promotional candidate applying for the Lieutenant rank, sixty percent (60%) of a promotional candidate's composite score will be based on the assessment center.
- (e) For a promotional candidate applying for the Deputy Chief rank, sixty percent (60%) of a promotional candidate's composite score will be based on the assessment center.
- (f) A representative of the Police Officers' Association (POA) shall be permitted to be present as an observer during designated component(s) of the assessment center.

The POA representative shall be selected by the POA Board, which may also designate one (1) alternate. Neither the representative nor the alternate may participate if they are a candidate in the current scheduled and posted promotional testing process for any rank.

The POA shall notify the Human Resources Department and the Department Head, in writing, of the selected representative and alternate no later than 5:00 p.m. on the business day immediately preceding the assessment center.

No member of the POA Board holding a rank above Sergeant shall serve as the POA representative or alternate.

For purposes of consistency and fairness, the POA representative shall observe the same assessment exercise(s) for the entire duration of the assessment center and shall not rotate between exercises, candidates, or evaluators.

The POA representative shall serve in a non-participatory, non-evaluative observer role only and shall not interfere with, participate in, coach, communicate with candidates, or influence the assessment process or scoring in any manner.

The POA representative shall maintain the confidentiality of all assessment center materials, exercises, scoring during exercises, and candidate performance and shall not disclose such information to any individual during the duration of the assessment center.

Any alleged violation of this confidentiality requirement may result in removal of the representative from the assessment center, revocation of observer privileges for the current and/or any future assessment centers and may be referred for review and action in accordance with applicable Civil Service law, including Chapter 143, Texas Local Government Code.

Section 5. Procedure for Making Promotional Appointments

- (a) **Reset of Seniority Points.** For the purpose of promotional examination grades, seniority points will be accrued by Police Officers at a rate of 1 point for every whole year served in that same rank within the New Braunfels Police Department, not to exceed 10 seniority points. Each whole year of service equals one (1) point. Upon promotion to a higher rank, seniority points will reset to zero points, except that when a promotional examination is opened to a lower rank due to an insufficient number of eligible candidates in the higher rank, pursuant to Local Government Code, Sec. 143.031(c). In such cases, seniority points shall be calculated based on whole years of service from date of hire. Seniority points will not be awarded for years of part-time employment. Under the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, military service shall not be considered a break in service. For the purpose of tie-breakers, seniority points will be awarded in accordance with the local civil service rules.
- (b) To be eligible to sign up for the written examination for the rank of Corporal, a candidate must:
 - 1. Have served as a Field Training Officer (FTO) with the New Braunfels Police Department, **or** possess a minimum of five (5) years of law enforcement experience that is comparable in scope, responsibility, and qualifications to the Lateral Entry requirements outlined in the City of New Braunfels Firefighters and Police Officers Civil Service Commission Local Rules and Regulations. This experience must be in addition to the existing requirement of at least two (2) years of service with the NBPD; and
 - 2. Hold an Intermediate Peace Officer certification as defined under applicable state law, on or before the last day of the promotional testing registration period.

For promotional candidates applying for the Corporal rank, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .60 to account for sixty percent (60%) of the candidate's composite score; by taking the candidate's assessment center score and multiplying that score by .40 to account for forty percent (40%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) points, to the composite score to compute the final score (see below). Only a candidate that successfully passes the written examination will have seniority points added to the composite score.

$(\text{Passing Score on Written Examination} \times 60\%) + (\text{Assessment Center Score} \times 40\%) = \text{Composite Score}$

Composite Score + Seniority Points = Final Score *

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day of the written examination.

- (c) For promotional candidates applying for the Sergeant rank, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .60 to account for sixty percent (60%) of the candidate's composite score; by taking the candidate's assessment center score and multiplying that score by .40 to account for forty percent (40%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) points, to the composite score to compute the final score (see below). Only a candidate that successfully passes the written examination will have seniority points added to the composite score.

(Passing Score on Written Examination x 60%) + (Assessment Center Score x 40%) = Composite Score

Composite Score + Seniority Points = Final Score *

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day of the written examination.

- (d) For promotional candidates applying for the Lieutenant rank, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .40 to account for forty percent (40%) of the candidate's composite score; by taking the candidate's assessment center score and multiplying that score by .60 to account for sixty percent (60%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) points, to the composite score to compute the final score (see below). Only a candidate that successfully passes the written examination will have seniority points added to the composite score.

(Passing Score on Written Examination x 40%) + (Assessment Center Score x 60%) = Composite Score

Composite Score + Seniority Points = Final Score *

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day of the written examination.

- (e) For promotional candidates applying for the Deputy Chief rank, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .30 to account for thirty percent (30%) of the

candidate's composite score; by taking the candidate's assessment center score and multiplying that score by .50 to account for fifty percent (50%) of the composite score; by taking the candidate's professional interview score and multiplying that score by .20 to account for twenty percent (20%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) points, to the composite score to compute the final score (see below). Only a candidate that successfully passes the written examination will have seniority points added to the composite score.

$(\text{Passing Score on Written Examination} \times 30\%) + (\text{Assessment Center Score} \times 50\%) + (\text{Professional Interview Score} \times 20\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points} = \text{Final Score} *$

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day of the written examination.

Section 6. Promotional Examination Assessment Center Criteria

- (a) The assessment center shall be administered by a consultant independent of the Department and the City. The City will contract with the consultant to design and administer an assessment center promotional process for the Department according to the prerequisites of this Article. The consultant is responsible for the preparation and security of each promotional assessment center.
- (b) The consultant shall be an individual or company with proven expertise in the field of administering the entire assessment center process. The consultant will be mutually agreed upon by the Department Head and Civil Service Director.
- (c) The consultant will develop exercises based on the seven dimensions listed below as appropriate for the testing rank and as directed by the Department Head. The consultant will be required to meet with the Department Head to understand expectations and ensure the exercises appropriately measure applicable items to the promotional rank. Each assessment center will have no fewer than three exercises for the assessment center that test the candidate's possession of the seven dimensions and must include at least one Tactical/Strategic Scenario:

1. **Problem Solving/Decision Making**

2. **Planning and Organization**

3. **Oral Communication**

4. **Leadership/Supervision**
5. **Adaptability**
6. **Interpersonal Skills**
7. **Written Communication Skills**

It is understood that not all dimensions listed above may be tested in an exercise.

- (d) The consultant will make available at least two (2) separate orientation sessions covering the same material to explain the assessment center process, no fewer than seven (7) days prior to the first day that the assessment center is convened. Any candidate who took the test will be invited and encouraged to attend. The orientations will provide information, examples, and explanations on all aspects of the assessment center process. The consultant will select as many assessors as it requires within the following guidelines:
 1. All assessors selected must have at least 4 years of experience in any of the following areas: Police Personnel Management, Criminal Justice or Behavioral Science, Police Department Administration and Operations, and/or Supervisory/Command-Level Tactics within a Law Enforcement Agency.
 2. All certified Police Assessors of the Assessor board shall be of any rank equal to or higher than the position sought.
 3. Prior to the commencement of the assessment center, each Assessor will certify by a signed and witnessed affidavit that he or she has not talked to or corresponded with, and will not talk to or correspond with, ANY PERSON about any candidate's abilities, personality, or qualifications for promotion, until assessment center scoring is completed.

Section 7. Deputy Chief Professional Interview

- (a) For promotional candidates applying for the rank of Deputy Chief, a professional interview shall be conducted following completion of the written examination and assessment center. Only candidates who successfully complete the written examination and assessment center shall be eligible to participate in the professional interview.
- (b) The professional interview shall be conducted by a panel designated by the Department Head. The panel shall include the Department Head, an Assistant Chief of

Police, a representative from Human Resources, and a POA board member serving in a non-scoring, observer capacity.

- (c) The POA shall notify the Human Resources Department and the Department Head, in writing, of the selected POA board member and alternate no later than 5:00 p.m. on the business day immediately preceding the Professional interview.
- (d) The interview shall be structured, job-related, and administered in a consistent manner for all candidates. Scoring criteria shall be established in advance and applied uniformly, with results documented for each candidate.
- (e) The professional interview shall assess executive-level competencies relevant to the Deputy Chief position, as determined by the Department Head. Interview questions and evaluation criteria shall be job-related and designed to measure competencies appropriate to the promotional rank and aligned with departmental and City expectations.
- (f) The Department Head may consult with Human Resources or a designated consultant, as applicable, to ensure the interview content appropriately evaluates the identified competencies.
- (g) The professional interview may evaluate competencies including, but not limited to, the following dimensions:
 - 1. Leadership and Supervision
 - 2. Strategic Planning and Organizational Management
 - 3. Problem Solving and Decision Making
 - 4. Oral Communication
 - 5. Interpersonal Skills
 - 6. Fiscal Responsibility and Resource Management
 - 7. Ethical Judgment and Professional Integrity
 - 8. Review of performance evaluations and disciplinary records

It is understood that not all dimensions listed above may be evaluated in the professional interview.

Section 8. Review and Appeal of Written Promotional Examination

- (a) Beginning on the first business day following the written promotional examination date, a promotional candidate may review his/her written examination booklet, his/her answer sheet, the answer key, and the source material for the written examination only in the presence of a monitor(s) designated by the Civil Service

Director. The candidate is not allowed to document, make a picture image of, and/or make any notes from any part of the written examination documents. The period of review of written test materials as described above extends to the time of the Civil Service Commission appeal hearing. The five (5) business day period within which to appeal contained in the Local Government Code, Chapter 143, and the local civil service rules remains applicable and pertains only to the written promotional examination.

Section 9. Statutory Override

- (a) This article supersedes the following sections of the Local Government Code: Section 143.033(b) since this contract resets the accrual of seniority points to zero upon promotion to a higher rank within the New Braunfels Police Department, except as stated in Section 5 (a) above; Section 143.034 is also superseded by this agreement. The agreement does not alter the time in which to file an appeal with the Commission, which is five (5) business days under 143.034(a), but rather this Agreement extends the time for a candidate to review test materials from after the test until the time of the appeal hearing. This article supersedes any City ordinance or Commission Local Rule to the extent it conflicts (e.g., renaming the rank of Captain to Deputy Chief). This agreement does not create an additional rank; it is renaming the existing rank. **This article supersedes section 143.036(h) since this contract sets the Eligibility List for the Police Department promotional examinations effective for twelve (12) months from the approved and certified date by the Commission, unless exhausted before twelve (12) months; not the date on which the written examination is given.**

ARTICLE 4

PART-TIME EMPLOYMENT OF POLICE OFFICERS

Section 1. Part-Time Employment of Police Officers

The NBPD may employ, as part-time employees, TCOLE-certified police officers who have honorably separated as full-time Texas Peace Officers with a minimum of five (5) years of experience in Texas, or a minimum of two (2) years of experience with the NBPD. Part-time employment is discretionary and subject to the operational needs of the NBPD. Part-time officers are at-will employees and are not Civil Service employees.

Part-time officers shall work as assigned by the Department Head or their designee. Part-time officers are subject to the supervision of the applicable chain of command and shall comply with all NBPD rules, regulations, policies, and procedures.

Part-time officers shall be employed to supplement the full-time police force, as authorized by the City Council, and shall not be considered a replacement for any additional full-time positions. The need for additional full-time officers shall be evaluated and authorized separately. The employment of part-time officers shall not result in a temporary or permanent reduction of the number of full-time positions authorized by the City Council.

Employment of part-time officers is subject to the availability of adequate funding as approved by the City Manager.

Section 2. Rate of Pay and Maximum Number of Hours

Part-time officers shall be compensated at an hourly rate determined to be competitive with the applicable market, as established by the Department Head. Part-time officers shall not receive additional compensation, including but not limited to longevity pay, educational incentive pay, or other specialty pays, and shall not be eligible for step increases or promotion. Any adjustments to part-time officer compensation shall be subject to periodic review at the discretion of the Department Head and shall not be eligible for or tied to general pay increases or other compensation adjustments provided to full-time City employees.

Part-time officers may work no more than nine hundred ninety-nine (999) hours per calendar year.

Section 3. Outside Law Enforcement Employment (Side Jobs)

Part-time officers are not eligible to work side jobs. This restriction does not apply to City Council meetings or other City public meetings.

Section 4. Application Process and Employment Requirements

Applications for part-time employment as a police officer must be submitted to the City of New Braunfels Human Resources Department through the designated applicant tracking system.

Applicants who apply for part-time employment within two (2) years of separation from the NBPD with an honorable discharge may be processed for employment upon successful completion of the pre-employment physical examination, including essential functions testing, and verification of compliance with all applicable TCOLE requirements for license reactivation. Such applicants may commence employment upon satisfaction of these requirements and reactivation of their TCOLE license. Reappointment of a classified employee is at the discretion of the Department Head.

Applicants who have been separated from the NBPD for more than two (2) years, and applicants who were not previously employed by the NBPD, shall be subject to NBPD hiring procedures, which may include a background investigation, polygraph examination if deemed necessary by the Department Head, oral interview board, pre-employment physical examination, essential functions testing, and pre-employment psychological examination. Such applicants shall be responsible, at their own expense, for meeting all TCOLE licensing and educational requirements prior to commencement of part-time employment. Subsequent annual TCOLE training requirements shall be provided by the NBPD.

Section 5. Exclusion from City Benefits

Part-time officers shall not be eligible for City benefits. Workers' compensation coverage shall be provided for on-the-job injuries; however, such coverage shall not include salary continuation benefits.

Section 6. Preemption

In the event any provision of this Article conflicts with or is inconsistent with Chapter 143 of the Texas Local Government Code, including but not limited to Sections 143.021 through 143.026, or any other civil service statute governing police officers, the provisions of this Agreement, and any duly approved amendments, shall prevail to the extent permitted by law.

ARTICLE 5

TERM OF AGREEMENT

Section 1. Term

This Agreement shall have an effective date of August 24, 2026, and shall remain in full force and effect through September 30, 2028. When the agreement expires, the parties will be governed by Chapter 143 of the Texas Local Government Code, unless replaced by a new Meet and Confer Agreement between the parties.

Section 2. Notice of Intent to Negotiate

Association shall provide to City written notice of intent to negotiate, pursuant to Section 2 of this Article, no later than May 15 of each year of the Agreement.

ARTICLE 6

SAVINGS CLAUSE AMENDMENT AND PREEMPTION PROVISION

Section 1. Savings Clause

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

Section 2. Preemption Provision

The provisions of this Agreement shall supersede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of New Braunfels, Texas; and Rules and Regulations of the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission for the City of New Braunfels, Texas. This preemption provision is authorized by section 142.117 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise obtain, in the absence of this Agreement.

SIGNATURE & EXECUTION PAGE

THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF NEW BRAUNFELS, TEXAS

(Agreement approved by New Braunfels City Council on the 24 of August, 2026)

By: _____ Dated: _____
ROBERT CAMARENO
CITY MANAGER

ATTEST:

GAYLE WILKINSON
CITY SECRETARY

APPROVED:

APPROVED AS TO FORM:

OSBALDO FLORES
CHIEF OF POLICE

NATHAN BROWN
INTERIM CITY ATTORNEY

THE NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION

Ratified by NBPOA Membership on:

By: _____
TODD HENRIKSEN
PRESIDENT, NBPOA

Dated: _____

By: _____
SIMON MORA
SECRETARY, NBPOA

Dated: _____

8/24/2026

Agenda Item No. G)

PRESENTER:

Garry Ford, Transportation and Construction Services Director

SUBJECT:

Approval of a resolution authorizing the City Manager to enter into an Advance Funding Agreement between the City of New Braunfels and the Texas Department of Transportation for the Alamo Area Metropolitan Planning Organization Citywide Pedestrian Improvements Project Phase 2.

DEPARTMENT: Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: Citywide

BACKGROUND INFORMATION:

The City of New Braunfels was awarded construction funding through the Alamo Area Metropolitan Planning Organization (AAMPO) Transportation Alternatives program to construct various mobility improvements at five locations around New Braunfels, which include shared-use paths, protected crossings, new sidewalks, and removal of barriers to comply with the Americans with Disabilities Act (ADA). These locations include Hanz Drive, Avery Parkway, North Peach Avenue, North Plum Avenue, and North Grape Avenue.

The City Council passed a resolution of support on April 28, 2023, authorizing the submittal of the project to AAMPO for funding. The project was selected for inclusion in the program, which provides 80% of the construction cost. The City is responsible for the remaining 20% of the construction cost and full project development cost, including design services, right-of-way, and construction overruns. An Advanced Funding Agreement (AFA) with the Texas Department of Transportation is required for the funding program and a resolution by the City Council confirming the City's financial commitment, including payment of construction overruns, and identifying the authorized signatory to execute the AFA. The AFA must be in place before project development begins. The AFA refers to the project as "New Braunfels Bike/Ped", but the City project name is AAMPO Citywide Pedestrian Improvements Project Phase 2, which is the name that has been used during prior presentations to the City Council and the New Braunfels Economic Development Corporation (NBEDC).

AAMPO has pledged \$3,416,694, which is 80% of the estimated construction costs for the project. The City will be responsible for the outstanding 20% construction cost match required in the future. Construction is expected to take place in 2028.

On May 21, 2026, NBEDC approved an amount not to exceed \$405,000 for the completion of the plans, specifications, and cost estimates. Freese and Nichols submitted a scope and fee of \$374,417 for the requested services, which was approved by City Council on July 13, 2026.

ISSUE:

Provide a system of convenient and safe transportation facilities through comprehensive, cooperative, and continuing transportation system planning and development.

STRATEGIC PLAN REFERENCE:

N/A **Economic Mobility** YES **Enhanced Connectivity** N/A **Community Identity**

N/A **Organizational Excellence** YES **Community Well-Being**

Enhanced Connectivity

- Support and maintain a well-connected transportation network.
- Support the ongoing maintenance of the City's multi-modal transportation network.
- Assess pedestrian connectivity and ADA accessibility and establish priorities for funding, constructing and maintaining pedestrian improvements.
- Identify and establish planning, capital and operating funding to support and maintain a well-connected transportation network serving pedestrians, bicyclists, transit users, children, older individuals, individuals with disabilities, motorists and freight vehicles.

Community Well-Being

- Develop investments that improve safety, reduce heat islands and encourage transportation modes that support healthier lifestyles and exercise such as biking, walking and running.
- Look for opportunities to reconnect the community by mitigating barriers to community connectivity.

FISCAL IMPACT:**Construction Cost Breakdown:**

Estimated Construction Cost (100%)	\$4,270,868
Federal Construction Participation (80%)	\$3,416,694
City Construction Participation (20%)	\$854,174
City Participation-Direct State Costs	\$74,313
Total City Participation	\$928,487

State direct state costs will be paid from the 2023 Bond Citywide Streets program. Funding for the City's remaining 20% portion will need to be identified at the completion of final design.

The City's payment of \$74,313 for the Direct State Costs is due to the State within 30 days of execution of this contract. Sufficient funds are available to support the initial payment.

RECOMMENDATION:

Staff recommends approval of a resolution authorizing the City Manager to enter into an Advance Funding Agreement between the City of New Braunfels and the Texas Department of Transportation for the Citywide Pedestrian Improvements Project and approval of the expenditure for the state direct cost.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
MPO-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of New Braunfels (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as VA: 0915-00-320; New Braunfels Bike/Ped (Project),and

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116997 (MO) dated 08/21/2025 awarding funding for TASA projects in the TASA Program Call of the Alamo Area Metropolitan Planning Organization, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of constructing citywide sidewalks and shared-use paths, ADA ramps, and improved crossings at intersections in Comal and Guadalupe Counties..
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment B includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. State will not pay interest on any funds provided by Local Government.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 - 1. By mutual written consent and agreement of all parties;
 - 2. By any party with 90 days written notice; or
 - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 - 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
 - 2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 - 3. Local Government withdraws from participation in Project.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	200013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

- A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services**

- A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

- A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of New Braunfels ATTN: City Manager 424 S. Castell Ave. New Braunfels, TX 78130	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: District Advanced Project Development Director
4615 NW Loop 410
San Antonio, TX 78229

All invoicing, payment, and project inquiries must include the following information:

County: Bexar
Local Government: City of New Braunfels
CSJ No.: 0915-00-320
Project Name: VA: 0915-00-320; New Braunfels Bike/Ped
Highway or Roadway: Various

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

Enterprise by Entity, and attachments found at web address:

http://ftp.dot.state.tx.us/pub/txdot-info/bop/db/mou/mou_attachments.pdf.

- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

- B. If threshold expenditures of \$1,000,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

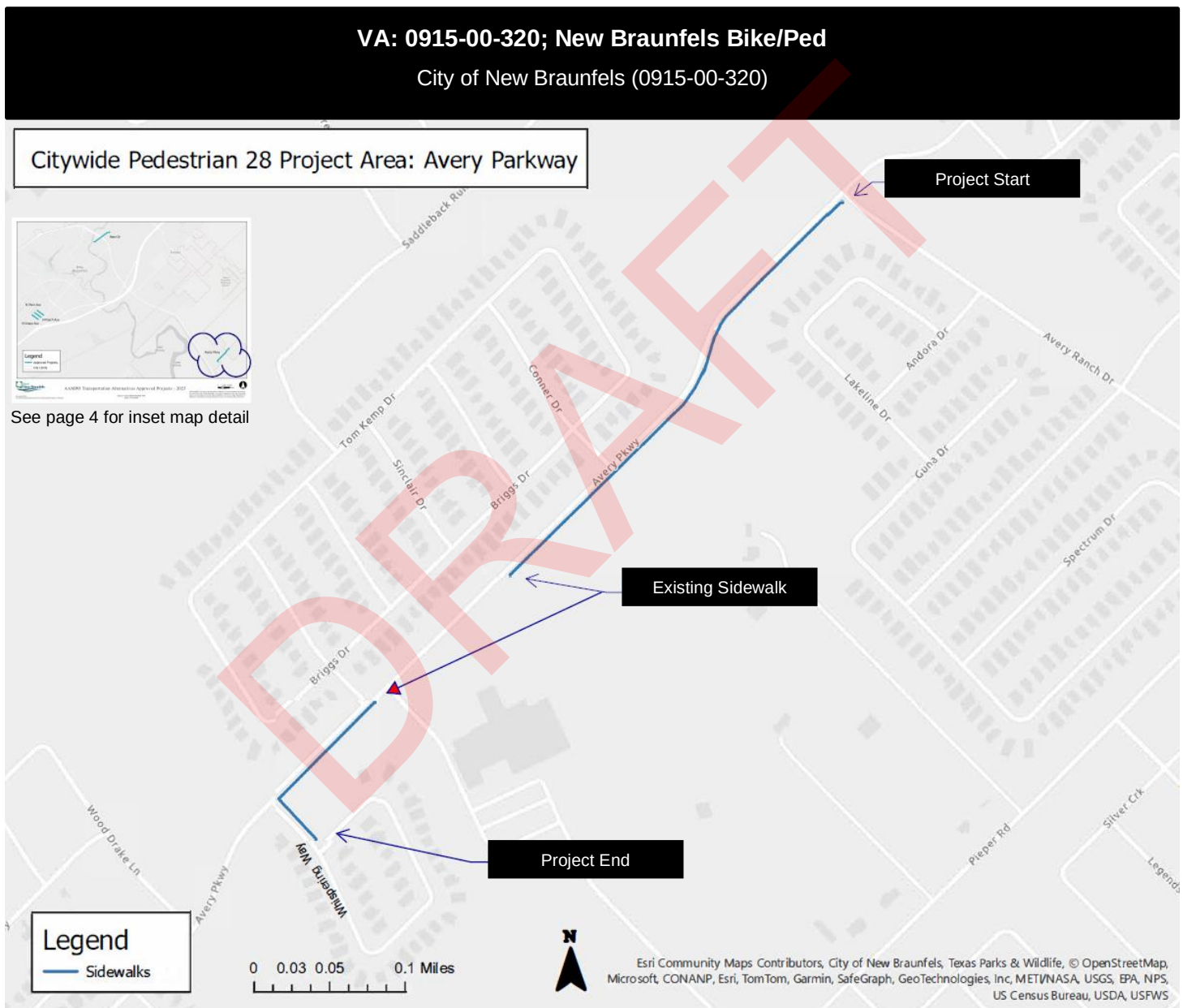
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

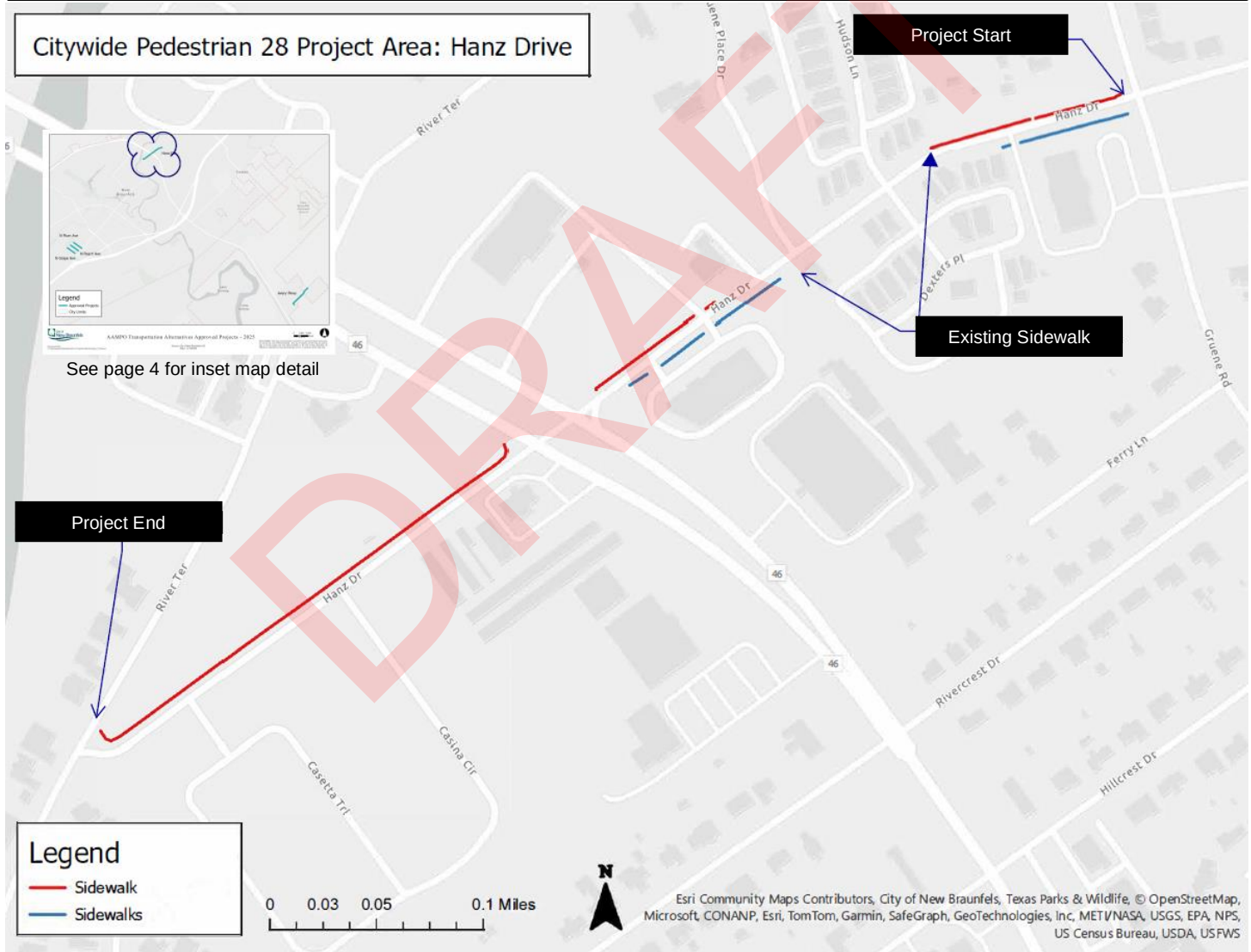
ATTACHMENT A PROJECT LOCATION MAP



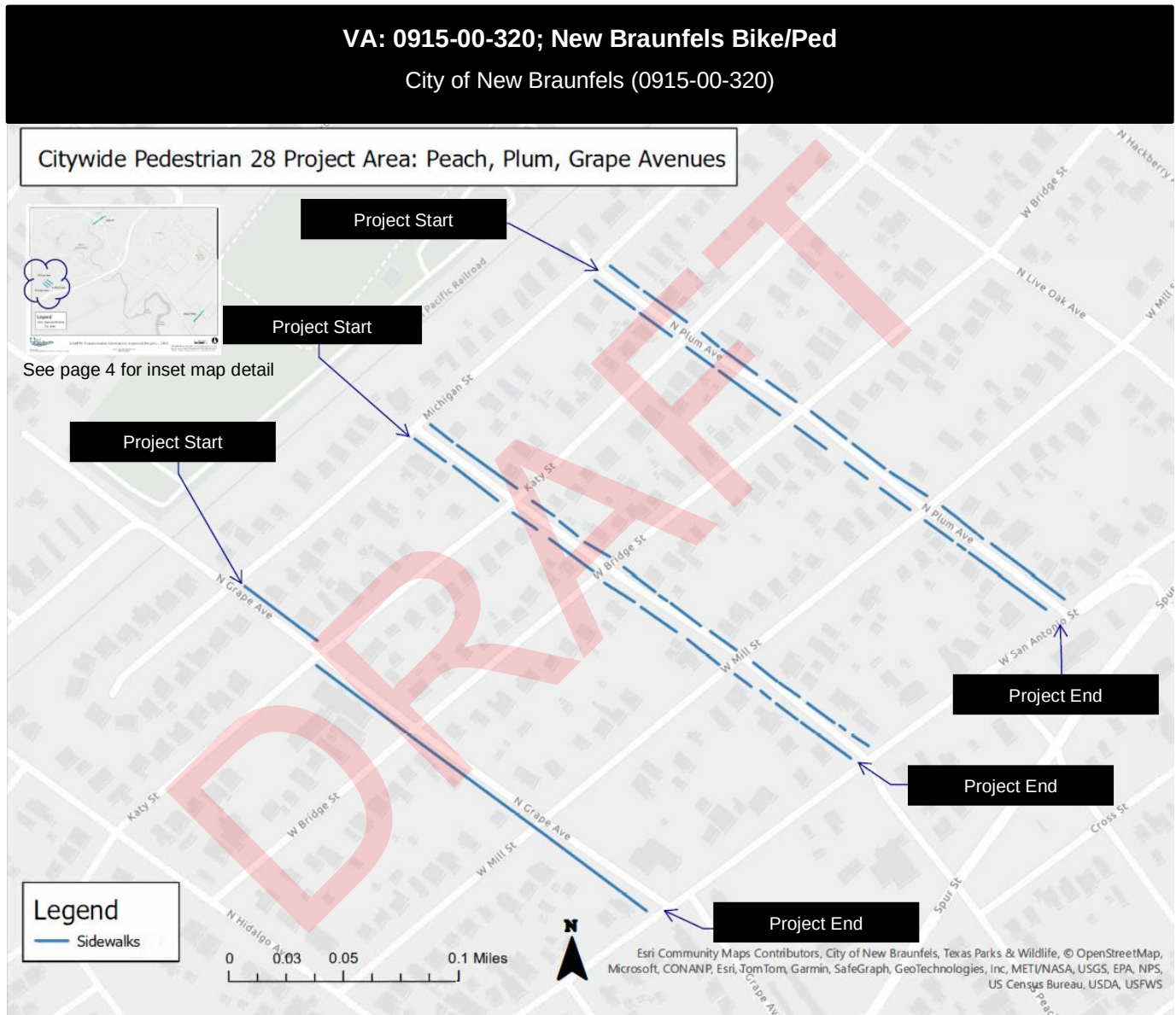
TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

VA: 0915-00-320; New Braunfels Bike/Ped

City of New Braunfels (0915-00-320)



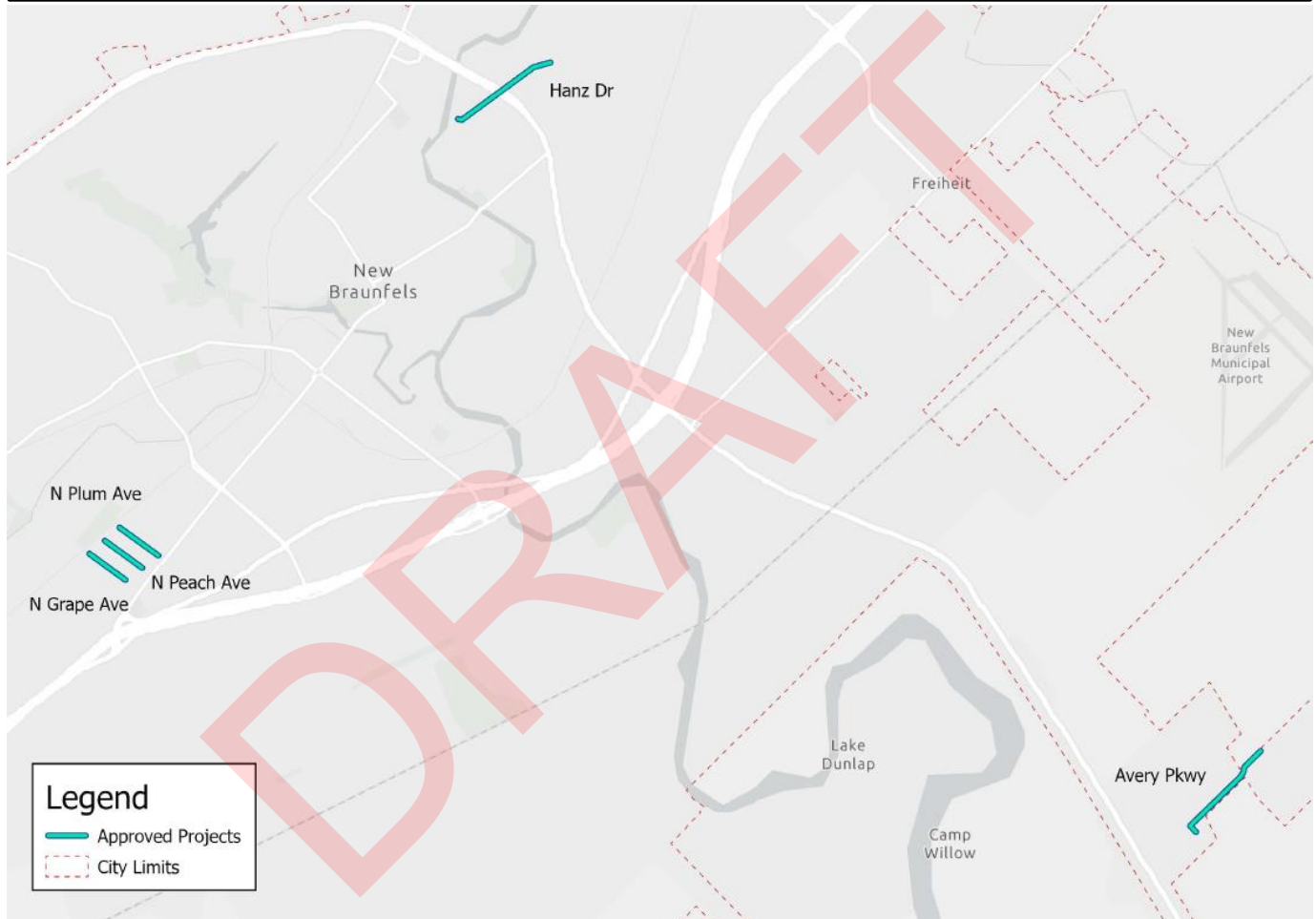
TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			<i>AFA Not Used For Research & Development</i>	



TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			<i>AFA Not Used For Research & Development</i>	

VA: 0915-00-320; New Braunfels Bike/Ped

City of New Braunfels (0915-00-320)



TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized EDC reduction	
			%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST		\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering		\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost		\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way		\$0	0%	\$0	0%	\$0	0%	\$0
Utilities		\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$ 4,270,868							
Construction Engineering Cost	\$							
Eligible In-Kind Contribution Value	\$							
Total Construction Value (sum of construction cost and in-kind value)								
Work by LG Subtotal		\$ 4,270,868	\$ 3,416,694		\$0		\$ 854,174	
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering ¹		\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹		\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³		\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²		\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$	\$0	0%	\$0	0%	\$0	0%	\$0
Eligible In-Kind Contribution Value	\$							

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			AFA Not Used For Research & Development	

Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal	\$0	\$0	\$0	\$0			
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$ 19,680	0%	\$0	0%	\$0	100%	\$ 19,680
Environmental Cost ¹	\$ 9,840	0%	\$0	0%	\$0	100%	\$ 9,840
Right of Way ¹	\$ 9,840	0%	\$0	0%	\$0	100%	\$ 9,840
Utilities ¹	\$ 9,840	0%	\$0	0%	\$0	100%	\$ 9,840
Construction ²	\$ 25,113	0%	\$0	0%	\$0	100%	\$ 25,113
Direct State Costs Subtotal	\$ 74,313	0%	\$0	0%	\$0	100%	\$ 74,313
Indirect State Cost	\$ 4,095		\$0	100%	\$ 4,095		\$0
TOTAL PARTICIPATION	\$ 4,349,276		\$ 3,416,694		\$ 4,095		\$ 928,487
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							\$928,487

- The estimated total participation by Local Government is \$ 928,487.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$ 74,313.
- ¹Local Government's first payment of \$ 74,313 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of N/A is due to State within 60 days prior to the Construction contract being advertised for bids.
(Construction direct state costs included in Local Government's first payment).
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			<i>AFA Not Used For Research & Development</i>	

- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 0.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$ 3,416,694.

DRAFT

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-320	AFA ID	Z00013069	CFDA No.	20.205
AFA CSJs	0915-00-320			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	VA: 0915-00-320; New Braunfels Bike/Ped			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT**

DRAFT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR 0915-00-320 NEW BRAUNFELS BIKE/PEDESTRIAN IMPROVEMENTS (Citywide) PROJECT FUNDED THROUGH THE ALAMO AREA METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM.

WHEREAS, on 21 August 2025, via Minute Order 116997, the Texas Transportation Commission authorized VA:0915-00-320; New Braunfels Bike/Ped project (the “Project”) to receive Transportation Alternatives Set-Aside Program (TASA) funds for project construction, and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the City of New Braunfels submitted the Citywide Pedestrian Improvements Project including pavement rehabilitation, increased pedestrian mobility, and traffic mitigation at multiple locations throughout the city (Avery Parkway, Hanz Drive, Peach Avenue, Plum Avenue, and Grape Avenue); and

WHEREAS, the City of New Braunfels commits to provide 20% of the construction cost, with the remaining 80% being provided federally through Texas Department of Transportation and

WHEREAS, the City of New Braunfels is also responsible for TxDOT’s direct costs, \$74,313, associated with project review, inspection, administration, and oversight; and

WHEREAS, the City of New Braunfels is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of the City of New Braunfels desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

THAT The City Manager is authorized to enter into an Advance Funding Agreement between the City of New Braunfels and the Texas Department of Transportation, and is further authorized to execute all necessary documents and accept funding associated with the 0915-00-320 New Braunfels Citywide Bike and Pedestrian Improvements.

PASSED AND APPROVED on the 24th day of August, 2026.

Michael A. French, Mayor
City of New Braunfels, Texas

Attest:

GAYLE WILKINSON, City Secretary

8/24/2026

Agenda Item No. A)

PRESENTER:

Matthew Simmont, AICP, Planning Manager

Applicant/Owner: Will Baker with Awe Be Ltd.

SUBJECT:

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

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** 1**BACKGROUND INFORMATION:****Case No:** PZ26-0214**Applicant/Owner:**

Will Baker

(830) 743-2256

Staff Contact:

Amanda Mushinski, AICP, CNU-A

(830) 221-4056 | amushinski@newbraunfels.gov

The subject property is approximately 1/3 of an acre located on the northwest side of Seidel Street, approximately 700 feet southwest of the intersection of Seidel Street and North Live Oak Avenue, and near HEB Soccer Fields. It lies within the Starlight Terrace Subdivision, platted in 1972. Many of the lots on Seidel Street are between one-quarter acre and one-half acre in size and are developed with single-family and two-family (duplex) residences. It is bordered by M-1 and R-2A zoning with adjacent land uses consisting of both stick-built and manufactured homes.

ISSUE:

The submitted application indicates that the proposed zoning change is intended to allow the property to develop under the R-2A zoning district, which allows both single-family and two-family (duplex) residential uses. The M-1 Light Industrial zoning district formerly allowed residential uses; however, the ordinance was amended in 2019 to remove residential uses from the industrial districts to preserve them for industrial and manufacturing development and to protect residential areas from the potential negative impacts associated with industrial activity. As a result, existing residential uses within M-1 zoning districts became legal nonconforming uses.

After 2019, several owners in the neighborhood were approved for rezoning of their properties from M-1 to a R-2A to ensure they can rebuild or redevelop if their homes were to be damaged or destroyed, as the previous standards limited the ability to replace legal nonconforming residential structures. In spring 2023, a subsequent

ordinance amendment codified a special rule that existing homes zoned M-1 would be allowed to develop, replace, rebuild, repair, and otherwise improve their properties without standard nonconforming limitations.

The subject proposed rezoning would no longer allow uses within the existing industrial zoning district and formally align the property with the residential use and development pattern already established in the surrounding neighborhood. Additionally, rezoning to R-2A would help to protect the existing residential neighborhood from the potential encroachment of future industrial development.

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

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

COMPREHENSIVE PLAN REFERENCE:

R-2A would be consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 3.1:** Plan for healthy jobs/housing balance.
- **Action 3.13:** Cultivate an environment where a healthy mix of different housing products at a range of sizes, affordability, densities, amenities, and price points can be provided across the community as well as within individual developments.

Future Land Use Plan: The subject property is located within the New Braunfels Sub Area, near existing Outdoor Recreation, Civic, and Market Centers.

STRATEGIC PLAN REFERENCE:

☒Economic Mobility ☐Enhanced Connectivity ☐Community Identity

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

- Economic Mobility - Output: Increase the number of new affordable housing units produced each fiscal year.

FISCAL IMPACT:

The property owner's request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Align development policy to support fiscal health and affordability.
- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Align zoning with compatible future redevelopment potential (residential neighborhood).

RECOMMENDATION:

Approval. The Starlight Terrace Subdivision, Unit 1 was platted in 1972. Many of the homes on Seidel Street were built in the 1970s. Due to the neighborhood's historic use, the surrounding area's residential use, and the lot sizes of this subdivision, R-2A is an appropriate and compatible zoning district.

The Planning Commission held a public hearing on July 7, 2026, and unanimously recommended approval of the applicant's request (7-0).

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

(b) *Considerations for approving or denying a zoning change.* In making a determination regarding a requested

zoning change, the planning commission and the city council shall consider the following factors:

- (1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;
- (2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
- (3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;
- (4) Any other factors that will substantially affect the public health, safety, morals, or general welfare; and
- (5) Whether the request is consistent with the comprehensive plan.

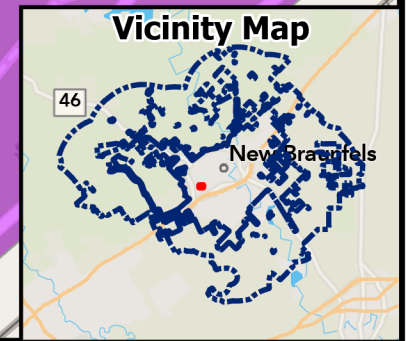
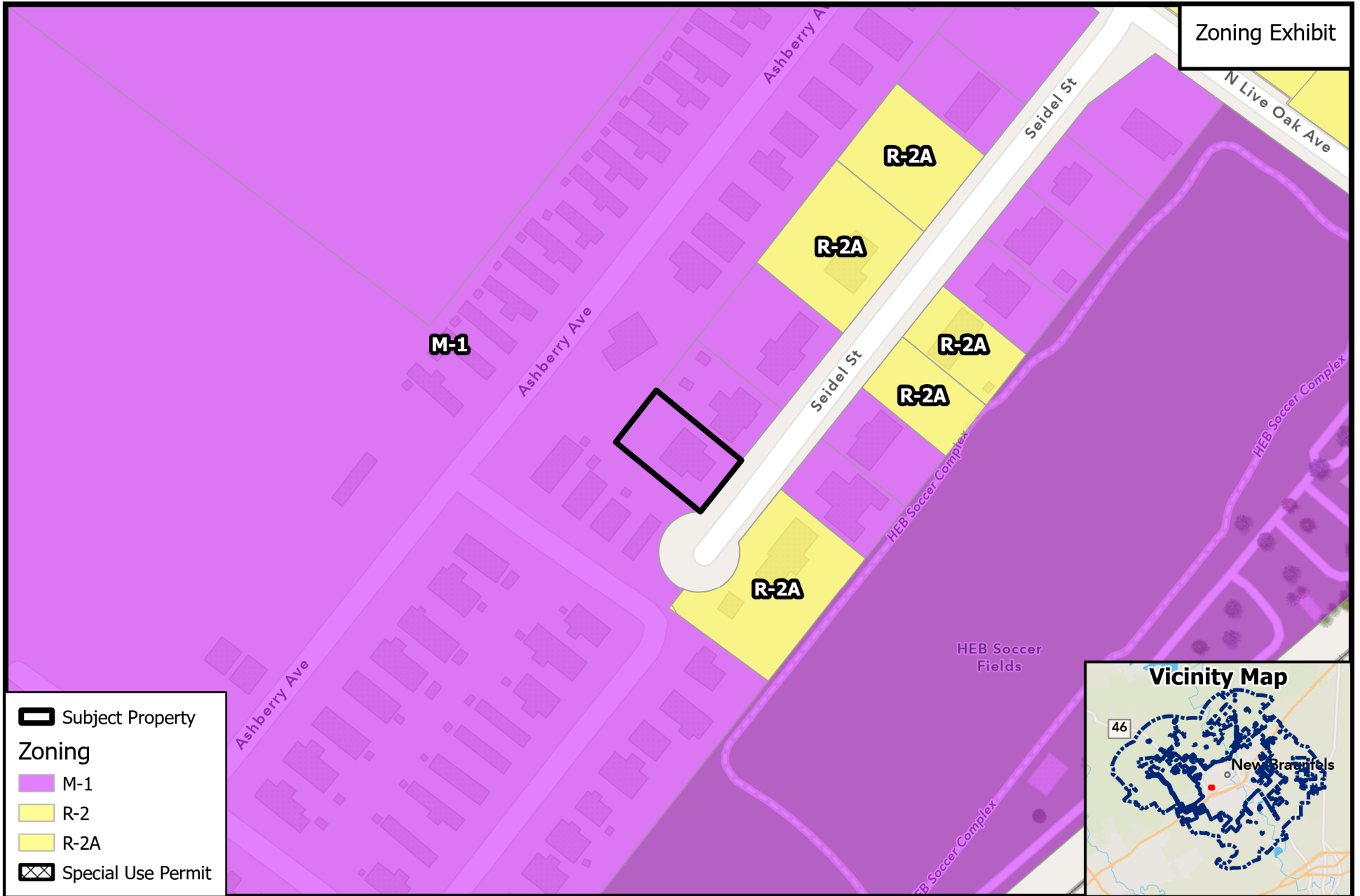
Mailed notification as required by state statute:

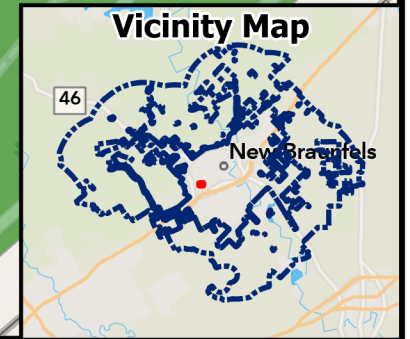
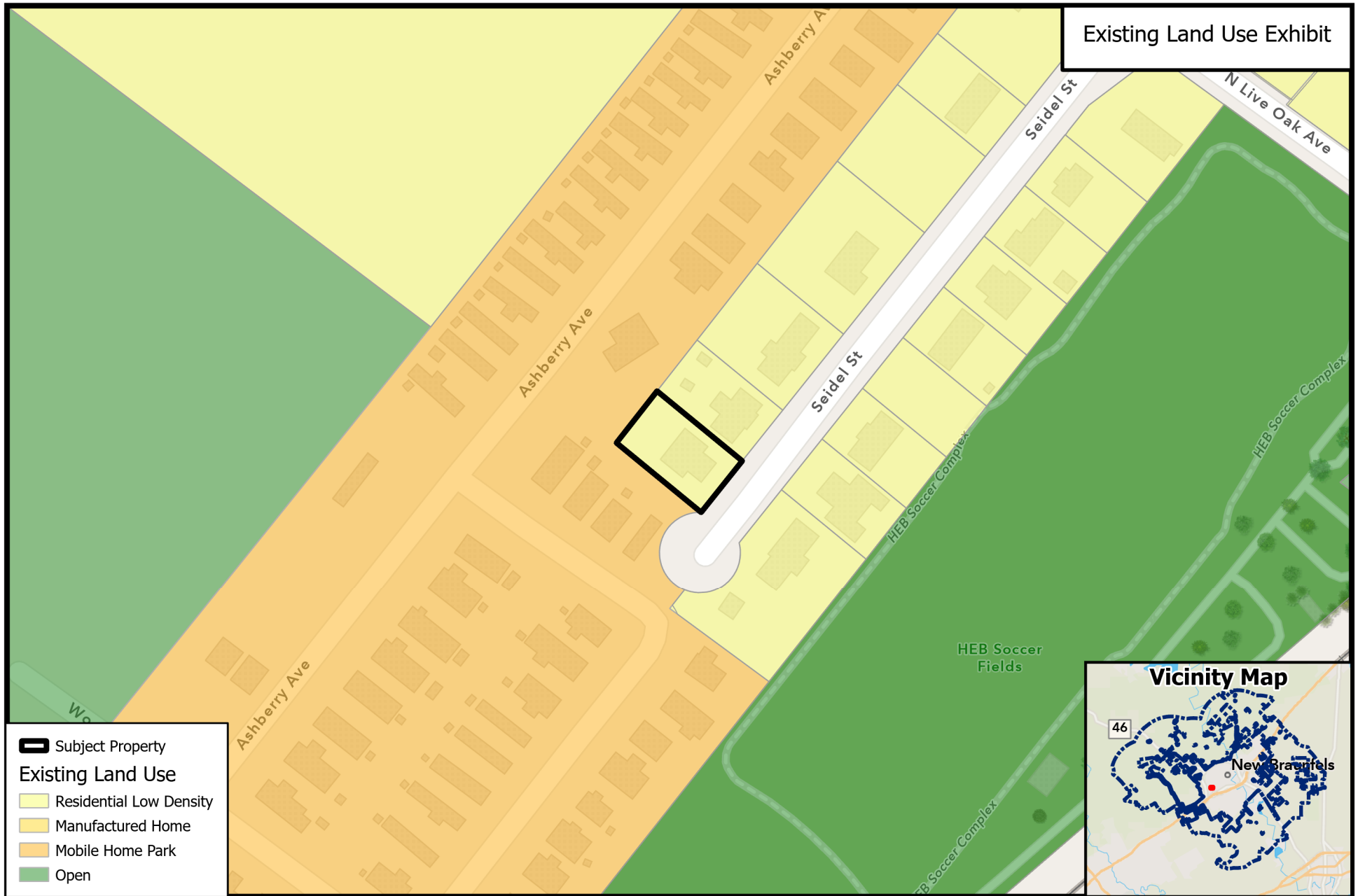
Public hearing notices were sent to 8 owners of property within 200 feet of the request. As of the date this agenda was posted, two responses have been received in favor, and zero in opposition (a supermajority vote of City Council would not be required to approve the applicant's request).

Resource Links:

- Chapter 144, Sec. 3.3-11 (M-1) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.4-3 (R-2A) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?









1038 & 1042 Seidel St

Land Use	Existing	Proposed
	M-1	R-2A
Accessory building/structure (see section 144-5.4)		P
Accessory dwelling (one accessory dwelling per lot)		P
Accounting, auditing, bookkeeping, and tax preparations	P	
Acid manufacture		
Adult day care (no overnight stay)		
Adult day care (with overnight stay)		
Aircraft support and related services	P	
Airport	P	
All-terrain vehicle (ATV) dealer/sales	P	
Ambulance service (private)	P	
Amphitheaters (outdoor live performances)	P	
Amusement devices/arcade (four or more devices)	P	
Amusement services or venues (indoors) (see section 144-5.13)	P	
Amusement services or venues (outdoors)	P	
Animal grooming shop	P	
Answering and message services	P	
Antique shop	P	
Appliance repair	P	
Archery range	P	
Armed services recruiting center	P	
Art dealer/gallery	P	
Artist or artisans studio	P	
Assembly/exhibition hall or areas	P	
Assisted living facility/retirement home		
Athletic fields	P	
Auction sales (non-vehicle)	P	
Auto body repair, garages (see section 144-5.11)	P	
Auto glass repair/tinting (see section 144-5.11)	P	
Auto interior shop/upholstery (see section 144-5.11)	P	
Auto leasing	P	
Auto muffler shop (see section 144-5.11)	P	
Auto or trailer sales rooms or yards (see section 144-5.12)	P	
Auto or truck sales rooms or yards—Primarily new (see section 144-5.12)	P	
Auto paint shop	P	
Auto repair as an accessory use to retail sales	P	
Auto repair garage (general) (see section 144-5.11)	P	
Auto supply store for new and factory rebuilt parts	P	
Auto tire repair/sales (indoor)	P	
Auto wrecking yards		
Automobile driving school (including defensive driving)	P	
Bakery (retail)	P	
Bank, savings and loan, or credit union	P	
Bar/tavern (no outdoor music)	P	
Bar/tavern	P	
Barber/beauty college (barber or cosmetology school or college)	P	
Barns and farm equipment storage (related to agricultural uses)	P	P
Battery charging station	P	
Bed and breakfast inn (see section 144-5.6)		

Land Use	Existing	Proposed
	M-1	R-2A
Bicycle sales and/or repair	P	
Billiard/pool facility	P	
Bingo facility	P	
Bio-medical facilities	P	
Blacksmith or wagon shops	P	
Blooming or rolling mills		
Boarding house/lodging house		
Book binding	P	
Book store	P	
Bottling or distribution plants (milk)	P	
Bottling works	P	
Bowling alley/center (see section 144-5.13)	P	
Breweries/distilleries and manufacture of alcohol and alcoholic beverages		
Broadcast station (with tower) (see section 144-5.7)	P	
Bulk storage of gasoline, petroleum products, liquefied petroleum and flammable liquids (see section 5.27)		
Bus barns or lots	P	
Bus passenger stations	P	
Cabin or cottage (rental)		
Cabin or cottage (rental for more than 30 days)		
Cafeteria/cafe/delicatessen	P	
Campers' supplies	P	
Campgrounds		
Canning/preserving factories		
Car wash (self-service; automated)	P	
Car wash, full service (detail shop)	P	
Carpenter, cabinet, or pattern shops	P	
Carpet cleaning establishments	P	
Caterer	P	
Cement, lime, gypsum or plaster of Paris manufacture		
Cemetery and/or mausoleum	P	P
Check cashing service	P	
Chemical laboratories (e.g., ammonia, bleaching powder)		
Chemical laboratories (not producing noxious fumes or odors)	P	
Child day care/children's nursery (business)		
Church/place of religious assembly	P	P
Cider mills		
Civic/conference center and facilities	P	
Cleaning, pressing and dyeing (non-explosive fluids used)	P	
Clinic (dental)	P	
Clinic (emergency care)	P	
Clinic (medical)	P	
Club (private)	P	
Coffee shop	P	
Cold storage plant	P	
Commercial amusement concessions and facilities	P	
Communication equipment—Installation and/or repair	P	
Community building (associated with residential uses)	P	P

Land Use	Existing	Proposed
	M-1	R-2A
Community home (see definition)		P
Computer and electronic sales	P	
Computer repair	P	
Concrete or asphalt mixing plants—Permanent		
Concrete or asphalt mixing plants—Temporary		
Confectionery store (retail)	P	
Consignment shop	P	
Contractor's office/sales, with outside storage including vehicles	P	
Contractor's temporary on-site construction office	P	P
Convenience store with gas sales	P	
Convenience store without gas sales	P	
Cotton ginning or baling works		
Country club (private)	P	
Credit agency	P	
Crematorium	P	
Curio shops	P	
Custom work shops	P	
Dance hall/dancing facility (see section 144-5.13)	P	
Day camp	P	
Department store	P	
Distillation of bones		
Dormitory (in which individual rooms are for rental)		
Drapery shop/blind shop	P	
Driving range	P	
Drug store/pharmacy	P	
Duplex/two-family/duplex condominiums		P
Electrical generating plant		
Electrical repair shop	P	
Electrical substation	P	
Electronic assembly/high tech manufacturing	P	
Electroplating works	P	
Enameling works		
Engine repair/motor manufacturing re-manufacturing and/or repair	P	
Explosives manufacture or storage		
Exterminator service	P	
Fairground	P	
Family home adult care		P
Family home child care		P
Farmers market (produce market—wholesale)	P	
Farms, general (crops) (see chapter 6 and section 144-5.9)	P	P
Farms, general (livestock/ranch) (see chapter 6 and section 144-5.9)	P	P
Feed and grain store	P	
Fertilizer manufacture and storage		
Filling station (gasoline tanks must be below the ground)	P	
Florist	P	
Flour mills, feed mills, and grain processing	P	
Food or grocery store with gasoline sales	P	
Food or grocery store without gasoline sales	P	

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

Land Use	Existing	Proposed
	M-1	R-2A
Laundry/washateria (self-serve)	P	
Lawnmower sales and/or repair	P	
Leather products manufacturing	P	
Light manufacturing	P	
Limousine/taxi service	P	
Livestock sales/auction		
Locksmith	P	
Lumber mill		
Lumberyard (see section 144-5.15)	P	
Lumberyard or building material sales (see section 144-5.15)	P	
Machine shop	P	
Maintenance/janitorial service	P	
Major appliance sales (indoor)	P	
Manufacture of carbon batteries		
Manufacture of paint, lacquer, oil, turpentine, varnish, enamel, etc.		
Manufacture of rubber, glucose, or dextrin		
Manufactured home—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home park—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home subdivision—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home sales	P	
Manufacturing and processes	P	
Manufacturing processes not listed		
Market (public, flea)	P	
Martial arts school	P	
Meat or fish packing/storage plants		
Medical supplies and equipment	P	
Metal fabrication shop	P	
Micro brewery (onsite mfg. and/or sales)	P	
Micro distillery (onsite mfg. and/or sales)	P	
Mini-warehouse/self-storage units (no boat and RV storage permitted)	P	
Mini-warehouse/self-storage units with outside boat and RV storage	P	
Monument, gravestone, or marble works (manufacture)		
Motion picture studio, commercial film	P	
Motion picture theater (indoors)	P	
Motion picture theater (outdoors, drive-in)	P	
Motorcycle dealer (primarily new/repair)	P	
Moving storage company	P	
Moving, transfer, or storage plant	P	
Multifamily (apartments/condominiums)		
Museum	P	
Natural resource extraction and mining		
Needlework shop	P	
Nonbulk storage of gasoline, petroleum products and liquefied petroleum	P	
Nursing/convalescent home/sanitarium		
Offices, brokerage services	P	
Offices, business or professional	P	
Offices, computer programming and data processing	P	

Land Use	Existing	Proposed
	M-1	R-2A
Offices, consulting	P	
Offices, engineering, architecture, surveying or similar	P	
Offices, health services	P	
Offices, insurance agency	P	
Offices, legal services, including court reporting	P	
Offices, medical offices	P	
Offices, real estate	P	
Offices, security/commodity brokers, dealers, exchanges and financial services	P	
Oil compounding and barreling plants		
One-family dwelling, detached		P
Outside storage (as primary use)	P	
Paint manufacturing		
Paper or pulp manufacture		
Park and/or playground (private and public)	P	P
Parking lots (for passenger car only) (not as incidental to the main use)	P	
Parking structure/public garage	P	
Pawn shop	P	
Personal services	P	
Personal watercraft sales (primarily new/repair)	P	
Pet shop/supplies (less than 10,000 sq. ft.)	P	
Pet store (over 10,000 sq. ft.)	P	
Petroleum or its products (refining of)		
Photo engraving plant	P	
Photographic printing/duplicating/copy shop or printing shop	P	
Photographic studio (no sale of cameras or supplies)	P	
Photographic supply	P	
Plant nursery (no retail sales on site)	P	
Plant nursery (retail sales/outdoor storage)	P	
Plastic products molding/reshaping	P	
Plumbing shop	P	
Portable building sales	P	
Poultry killing or dressing for commercial purposes	P	
Propane sales (retail)	P	
Public recreation/services building for public park/playground areas	P	P
Publishing/printing company (e.g., newspaper)	P	
Quick lube/oil change/minor inspection	P	
Radio/television shop, electronics, computer repair	P	
Railroad roundhouses or shops		
Rappelling facilities	P	
Recreation buildings (private)	P	
Recreation buildings (public)	P	P
Recycling kiosk	P	
Refreshment/beverage stand	P	
Rental or occupancy for less than one month (see section 144-5.17)		
Research lab (non-hazardous)	P	
Residential use in buildings with non-residential uses permitted in the district		
Restaurant/prepared food sales	P	
Restaurant with drive-through service	P	

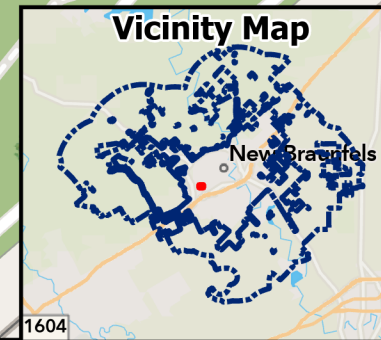
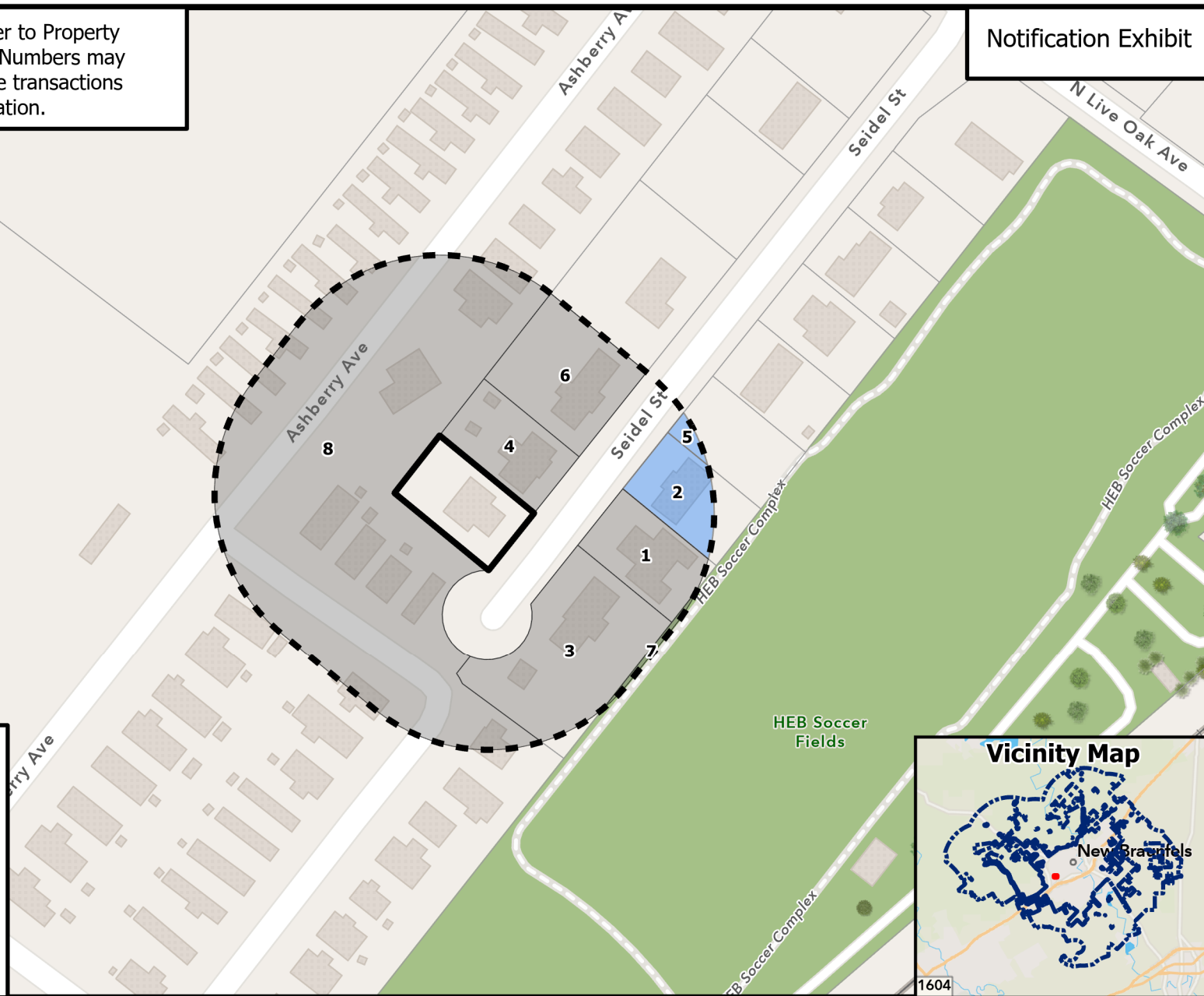
Land Use	Existing	Proposed
	M-1	R-2A
Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less)	P	
Retail store and shopping center with drive-through service (50,000 sq. ft. bldg. or less)	P	
Retail store and shopping center (more than 50,000 sq. ft. bldg.)	P	
Retirement home/home for the aged		
Rock crushers and rock quarries		
Rodeo grounds	P	
RV park		
RV/travel trailer sales	P	
Sand/gravel sales (storage or sales)		
School, K-12 public or private	P	P
School, vocational (business/commercial trade)	P	
Security monitoring company (no outside storage or installation)	P	
Security systems installation company	P	
Sexually oriented business (see chapter 18)		
Sheet metal shop	P	
Shoe repair shops	P	
Shooting gallery—Indoor (see section 144-5.13)	P	
Shooting range—Outdoor (see section 144-5.13)		
Shopping center	P	
Sign manufacturing/painting plant	P	
Single-family industrialized home (see section 144-5.8)		P
Smelting of tin, copper, zinc or iron ores		
Specialty shops in support of project guests and tourists	P	
Stables (as a business) (see chapter 6)		
Stables (private, accessory use) (see chapter 6)		
Steel furnaces		
Stockyards or slaughtering		
Stone/clay/glass manufacturing	P	
Storage—Exterior storage for boats and recreational vehicles	P	
Storage in bulk	P	
Structural iron or pipe works		
Studio for radio or television, without tower (see zoning district for tower authorization)	P	
Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.)	P	
Sugar refineries		
Tailor shop (see home occupation)	P	
Tar distillation or manufacture		
Tattoo or body piercing studio	P	
Taxidermist	P	
Telecommunications towers/antennas (see section 144-5.7)		
Telemarketing agency	P	
Telephone exchange buildings (office only)	P	
Tennis court (commercial)	P	
Theater (non-motion picture; live drama)	P	
Tire sales (outdoors)	P	
Tool rental	P	
Townhouse (attached)		
Transfer station (refuse/pick-up)	P	
Travel agency	P	

Land Use	Existing	Proposed
	M-1	R-2A
Truck or transit terminal	P	
Truck stop		
Tuber entrance and takeout facilities (see section 144-5.13)		
University or college (public or private)	P	
Upholstery shop (non-auto)	P	
Used or second hand merchandise/furniture store	P	
Vacuum cleaner sales and repair	P	
Vehicle storage facility		
Veterinary hospital (no outside animal runs or kennels)	P	
Veterinary hospital (with outdoor animal runs or kennels that may not be used between the hours of 9:00 p.m. and 7:00 a.m.)	P	
Video rental/sales	P	
Warehouse/office and storage/distribution center	P	
Waterfront amusement facilities—Berthing facilities sales and rentals	P	
Waterfront amusement facilities—Boat fuel storage/dispensing facilities	P	
Waterfront amusement facilities—Boat landing piers/launching ramps	P	
Waterfront amusement facilities—Swimming/wading pools/bathhouses	P	
Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system	P	P
Welding shop	P	
Wholesale sales offices and sample rooms	P	
Wire or rod mills		
Wood distillation plants (charcoal, tar, turpentine, etc.)		
Woodworking shop (ornamental)	P	
Wool scouring		
Zero lot line/patio homes		

1

Property Owner - Refer to Property Number on Postcard. Numbers may shift due to real estate transactions from the initial notification.

-  Notification Buffer
-  Subject Property
- Parcel Responses**
-  Favor
-  No Response
-  Object



PLANNING COMMISSION – July 7, 2026 – 6:00PM

City Hall Council Chambers

Applicant: Will Baker

Address/Location: 1038 and 1042 Seidel St

PZ26-0214

The numbers on the map correspond to the property owners listed below. All information is from the Appraisal District Records. The property under consideration is marked as “Subject Property”.

- | | |
|-----------------------------------|--------------------------|
| 1. MARSH CANET ANNETTE M | 6. LERMA MANUEL & MARY |
| 2. LEMMONS INVESTMENT GROUP LLC | 7. NEW BRAUNFELS CITY OF |
| 3. PROPERTY OWNER #3 | 8. BAVARIAN VILLAGE INC |
| 4. ROBINSON DOUGLAS A & KRISTIN G | |
| 5. GRAHAM LINDA K TRST 06-11-2025 | |

SEE MAP

GRAHAM LINDA K TRST 06-11-2025

1020 SEIDEL STREET

NEW BRAUNFELS TX 78130

Property #: 5

PZ26-0214

Case Manager: AM

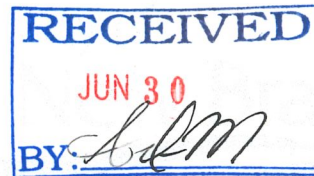
FAVOR



OPPOSE



COMMENTS



LEMMONS INVESTMENT GROUP LLC

26610 FOREST LINK

NEW BRAUNFELS TX 78132

Property #: 2

PZ26-0214

Case Manager: AM

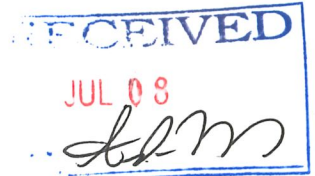
FAVOR



OPPOSE



COMMENTS



Draft Minutes for the 7/7/2026 Planning Commission Regular Meeting

B) PZ26-0214 Public hearing and recommendation to City Council, requested by Will Baker of Awe Be Ltd., of approximately 0.3 of an acre out of the Starlight Terrace Subdivision Unit 1, Block 2, Lot 9, from M-1 (Light Industrial District) to R-2A (Single-Family and Two-Family District), currently addressed at 1038 and 1042 Seidel Street.

Amanda Mushinski introduced the aforementioned item and recommended approval.

Chair Sonier asked if there were any questions for staff.

Discussion followed on previous rezoning requests for homeowners insurance.

Chair Sonier invited the applicant to speak on the item.

Will Baker, owner, elaborated on the need for the request.

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

0 individuals spoke in favor of the item.

0 individuals spoke in opposition of the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Motion by Commissioner Henry, seconded by Commissioner Nolte to approve the item. Motion carries unanimously (7-0-0).

Absent:

Allsup, and Rudy

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.3 ACRES, BEING OUT OF THE STARLIGHT TERRACE SUBDIVISION UNIT 1, BLOCK 2, LOT 9, CURRENTLY ADDRESSED AT 1038 AND 1042 SEIDEL STREET, FROM M-1 (LIGHT INDUSTRIAL DISTRICT) TO R-2A (SINGLE-FAMILY AND TWO-FAMILY DISTRICT); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

WHEREAS, in keeping with the spirit and objectives of the R-2A (Single-Family and Two-Family District), the City Council has given due consideration to all components of said district; and

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

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

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

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

WHEREAS, the City Council desires to amend the Zoning Map by changing the zoning of approximately 0.3 acres being out of the Starlight Terrace Subdivision Unit 1, Block 2, Lot 9, currently addressed at 1038 and 1042 Seidel Street from M-1 (Light Industrial District) to R-2A (Single-Family and Two-Family District); and

now, therefore;

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

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by rezoning the following tract of land from M-1 (Light Industrial District) to R-2A (Single-Family and Two-Family District):

Approximately 0.3 acres, being out of the Starlight Terrace Subdivision Unit 1, Block 2, Lot 9, as depicted on Exhibit "A" and delineated in Exhibit "B", attached.

SECTION 2

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

SECTION 3

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

SECTION 4

THIS ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this 27th day of July 2026.

PASSED AND APPROVED: Second reading this 10th day of August 2026.

CITY OF NEW BRAUNFELS

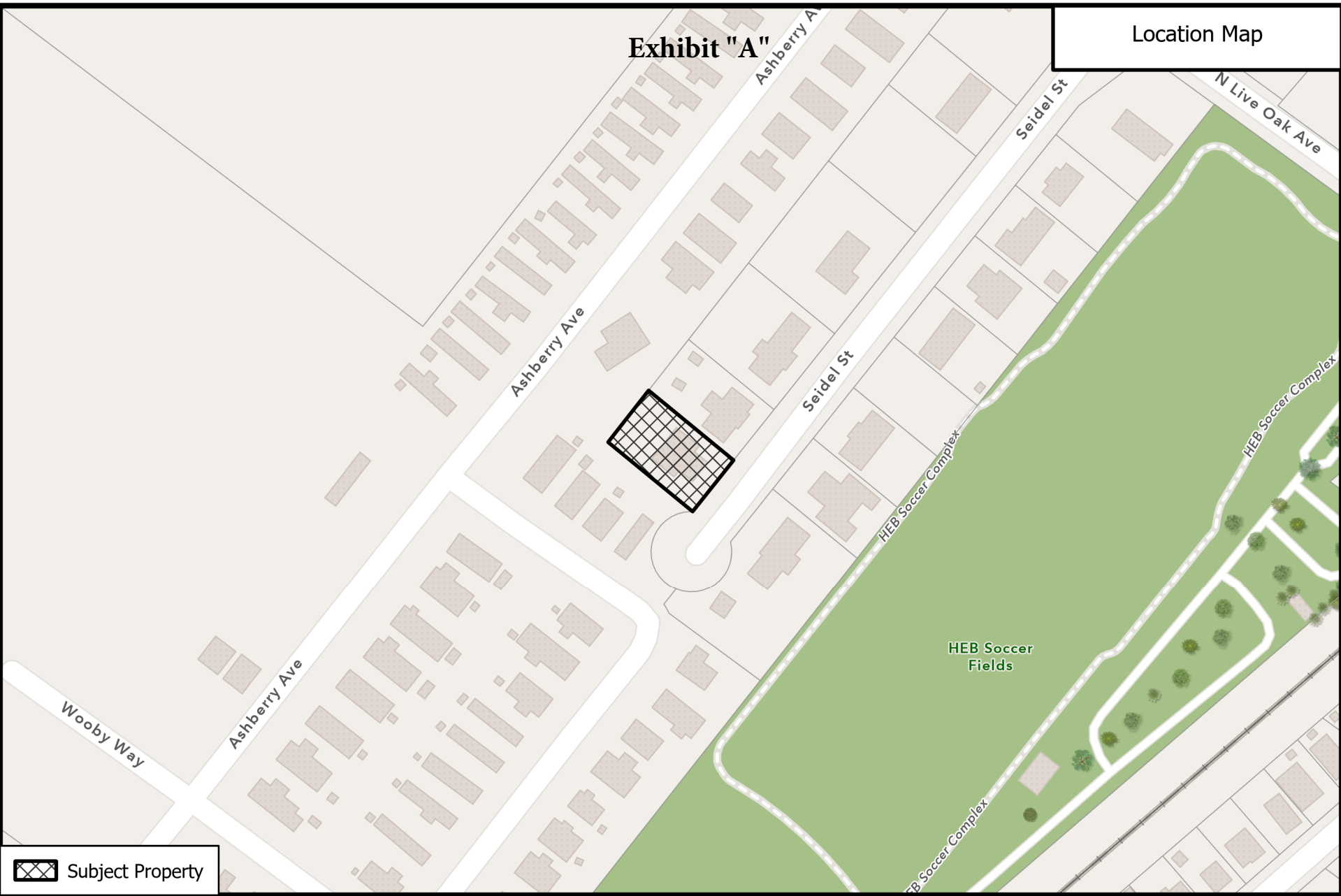
MICHAEL FRENCH, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

City Attorney's Office



SCALE: 1"=20'

SCALE: 1"=20'

Survey plat for Lot 9, showing a one-story brick and siding duplex. The plat includes various easements, boundary measurements, and a detailed view of the property corner.

Lot 9 Dimensions and Features:

- Lot 9: 10,599 SQ. FT. 0.2433 ACRES
- ONE STORY BRICK & SIDING DUPLEX
- CONC. DRIVE
- COV. CONC.
- A/C PAD
- 15' B.S. (205/846)
- 6' B.S. (205/846)
- 25' B.S. (PER PLAT) (205/846)
- 15.3'
- 49.7'
- 5' AERIAL EASEMENT AT A HEIGHT OF 20' AND ABOVE (PER PLAT)

Boundary Measurements:

- N 38°19'12" E 79.95'
- N 50°40' W 132.22'
- N 51°28'21" W 132.57'
- S 38°19'12" W 79.95'
- S 39°20' W 80'
- S 51°28'21" E 132.57'
- (S 50°40' E 132.22')

Easements and Fences:

- 10' UTILITY ESM'T. (12/158)
- 6' UTILITY ESM'T. (224/544)
- FENCE OUT 2.4'
- FENCE OUT 2.5'
- FENCE OUT 3.7'
- FENCE IN 0.4'
- 5' AERIAL EASEMENT AT A HEIGHT OF 20' AND ABOVE (PER PLAT)

Property Corner Details:

- PROPERTY CORNER BEARS N 43°02'30" W, 0.334' FROM CENTER OF 2 INCH CHAIN LINK FENCE POST
- DETAIL A (NOT TO SCALE)

Other Notes:

- EDGE OF ASPHALT
- SEE DETAIL A
- LOT 8

NOTE:
THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS,
EASEMENTS, AGREEMENTS, AND/OR SETBACK LINES (IF
ANY) AS FOLLOWS: VOLUME 4, PAGE 34 & VOLUME 12,
PAGE 58 OF THE MAP AND PLAT, AND VOLUME 224,
PAGE 544 OFFICIAL PUBLIC RECORDS, COMAL COUNTY,
TEXAS.

(C) = CLEANOUT
 (CV) = IRRIGATION CONTROL VALVE

THIS SURVEY IS
ACKNOWLEDGED AND
IS ACCEPTED:



 FIRM REGISTRATION NO.
10111700

**Westar
Alamo**

LAND SURVEYORS, L.L.C.

P.O. BOX 1645 BOERNE, TEXAS 78006
PHONE (210) 372-8500, FAX (210) 372-9999

▲ = CALCULATED POINT
 (●) = FOUND 1/2" IRON ROD
 () = RECORD INFORMATION
 B.S. = BUILDING SETBACK
 C.M. = CONTROLLING MONUMENT
 (E) = ELECTRIC METER
 (W) = WATER METER
 (P) = POWER POLE
 (E) = OVERHEAD ELECTRIC
 (P) = TELEPHONE PEDESTAL
 (C) = CABLE PEDESTAL
 // = CHAIN LINK FENCE
 // = WOOD FENCE

DWG: CH RVD: MJE

FLOOD ZONE INTERPRETATION: IT IS THE RESPONSIBILITY OF ANY INTERESTED PERSONS TO VERIFY THE ACCURACY OF FEMA FLOOD ZONE DESIGNATION OF THIS PROPERTY WITH FEMA AND THE LOCAL OFFICIALS AND TO DETERMINE THE EFFECT THAT SUCH DESIGNATION MAY HAVE REGARDING THE INTENDED USE OF THE PROPERTY. The property made the subject of this survey is located within the FEMA Flood Insurance Rate Map (FIRM), identified as Community No. 480931C, Panel No. 0435 from which is dated 5/8/2024, at 0.4536 from the intersection of the centerline of the property may be in Flood Zone(s) X (SHADED). Because this is a boundary survey, the surveyor did not take any actions to determine the Flood Zone status of the surveyed property. The Flood Zone status of the property is set out on FEMA's FIRM, as described above. THIS SURVEYOR DOES NOT CERTIFY THE ACCURACY OF THIS INTERPRETATION OF THE FLOOD ZONE STATUS OF THE PROPERTY. The interpretations of FEMA or State or local officials, and which may not agree with the tract's actual conditions More information concerning FEMA's Special Flood Hazard Areas (SFHA) can be found at <https://msc.fema.gov/portals>.

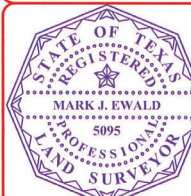
TITLE COMPANY: N/A

LOT 9, BLOCK 2, STARLIGHT TERRACE, UNIT ONE, IN THE
CITY OF NEW BRAUNFELS, COMAL COUNTY, TEXAS,
ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 4, PAGE
34, MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS.

Owner:
T.B.D.

I, MARK J. EWALD, Registered Professional Land Surveyor, State of Texas, certify that the above plat represents an actual survey made on the ground under my supervision, and that my professional opinion is that there are no discrepancies, conflicts, shortages in area or boundary lines, or any encroachment or overlapping of improvements, except as may appear herein, to the best of my knowledge and belief.

MARK J. EWALD
Registered Professional Land Surveyor
Texas Registration No. 5095



DATE: 5/1/2026

8/24/2026

Agenda Item No. B)

PRESENTER:

Matthew Simmont, AICP, Planning Manager

Applicant: Patrick W. Christensen

Owner: Karma Enterprises NB LLC

SUBJECT:

Public hearing and first reading of an ordinance, requested by Patrick W. Christensen, on behalf of Karma Enterprises NB LLC, to rezone approximately 2.7 acres out of the Bentwood Commercial Unit Three, Lot 3, from APD SUP (Agricultural/Pre-development District with a Special Use Permit to allow a retail development with specific uses) to C-1A (Neighborhood Business District), currently addressed at 2009 South Walnut Avenue.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** 6**BACKGROUND INFORMATION:****Case No:** PZ26-0216**Applicant:**

Patrick W. Christensen

Owner:

Karma Enterprises NB LLC

Staff Contact:

Mary Lovell, AICP, CNU-A

(830) 221-4051 | mlovell@newbraunfels.gov

The subject property consists of approximately 2.7 acres located on the east side of South Walnut Avenue, 350 feet south of the intersection of South Walnut Avenue and West County Line Road.

The property is bordered to the north by C-1 (Local Business District) and R-1A-6.6 (Single-Family District), to the east by R-1A-6.6 (Single-Family District), to the west by South Walnut Avenue, and to the south by APD SUP (Agricultural/Pre-development District with a Special Use Permit for a child day care, nursery, and day camp).

Adjacent land uses include a commercial shopping center to the north, a pharmacy retail store to the northwest, a daycare and preschool to the south, and single-family homes to the east separated by a 50-foot drainage easement.

ISSUE:

The applicant is seeking to rezone the property from APD SUP, which currently limits the site to agricultural/pre-development uses with a narrow set of approved neighborhood commercial activities, to C-1A

(Neighborhood Business District). The existing zoning, approved in 2016, allowed only a small subset of commercial uses, which the applicant states has constrained the ability to attract and retain tenants.

The applicant indicates that the limited uses have contributed to long-term vacancies within the retail center and hindered leasing efforts, despite the property's location near a major intersection. Rezoning to C-1A would allow a broader range of neighborhood-serving commercial uses that are more compatible with market demand and would reduce the need for nearby residents to travel to commercial centers farther away, thus improving traffic flows.

Staff observed at least two vacant units and a large parking area that is currently underutilized. The site's configuration, existing building placement, and substantial separation from adjacent single-family homes, including a 50-foot drainage easement and an additional 25-foot building setback, provide adequate buffering to ensure compatibility. All site access is onto South Walnut Avenue, a multi-lane arterial, minimizing traffic circulation impacts on surrounding neighborhoods.

Traffic Impact Analysis (TIA): No new development is proposed at this time; therefore, traffic impacts will be evaluated as required during future permitting stages, if applicable.

Drainage: No new development is proposed at this time; therefore, drainage impacts will be evaluated as required during future permitting stages, if applicable.

COMPREHENSIVE PLAN REFERENCE:

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

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 1.6:** Incentivize infill development and redevelopment to take advantage of existing infrastructure.
- **Action 3.1:** Plan for healthy jobs/housing balance.
- **Action 3.22:** Encourage venues within walking distance of neighborhoods and schools.
- **Action 3.3:** Balance commercial centers with stable neighborhoods.

Future Land Use Plan: The property is situated within the Walnut Springs Subarea, near existing and future Outdoor Recreation Centers.

STRATEGIC PLAN REFERENCE:

- **Economic Mobility:** Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.
- **Enhanced Connectivity:** Increase bikeway, trails, and sidewalk miles.
- **Enhanced Connectivity:** Increase walk and bike score. Staff observed residents who live nearby walking to and from the businesses at the retail building.

FISCAL IMPACT:

The proposed rezoning request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Allowing a broader range of commercial uses enables the market to fill vacant or underutilized space, increasing productivity per acre and improving overall fiscal performance.
- Infill reinvestment in existing buildings leverages already-built infrastructure, reducing long-term service and maintenance costs to the City

-
- Expanded commercial opportunities increase taxable sales activity and property valuation, contributing to positive net revenue without requiring major public investment.
 - Market flexibility reduces prolonged vacancies, which often represent lost tax revenue and inefficiencies in land utilization.
 - Supporting neighborhood-scale commercial activity distributes economic benefits more evenly throughout the community, rather than concentrating growth in only a few commercial corridors.

RECOMMENDATION:

Staff recommends approval of the requested rezoning to C-1A (Neighborhood Business District). The proposed zoning is compatible with surrounding development patterns, aligns with the Comprehensive Plan's goals for infill and neighborhood-serving commercial uses particularly within walking distance of residences, and supports reinvestment in an existing commercial center without creating adverse impacts on adjacent properties.

This recommendation is based on the following considerations:

- The range of allowed uses under C-1A is appropriate for the area and consistent with nearby commercial zoning.
- The property is already served by existing infrastructure, and no additional public facility demands are anticipated at the rezoning stage.
- Rezoning is expected to improve utilization of an existing development, reinforcing broader land-use objectives without negatively affecting other similarly zoned areas.
- The site's separation from residential properties and access along a major arterial roadway help ensure compatibility with public health, safety, and general welfare.
- The request aligns with the Comprehensive Plan through support of infill redevelopment, balanced land use patterns, and walkable, neighborhood-serving commercial activity.

The Planning Commission held a public hearing on August 4, 2026, and recommended approval of the applicant's request (5-1-0).

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

(b) *Considerations for approving or denying a zoning change.* In making a determination regarding a requested zoning change, the planning commission and the city council shall consider the following factors:

- (1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;
- (2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
- (3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;
- (4) Any other factors that will substantially affect the public health, safety, morals, or general welfare; and
- (5) Whether the request is consistent with the comprehensive plan.

Mailed notification as required by state statute:

Public hearing notices were sent to owners of 36 properties within 200 feet of the request. Staff has received three responses (4%) in opposition. A supermajority vote of City Council is not required to approve the applicant's request.

Resource Links:

- Chapter 144, Sec. 3.4-1 (APD) of the City's Code of Ordinances:

https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?

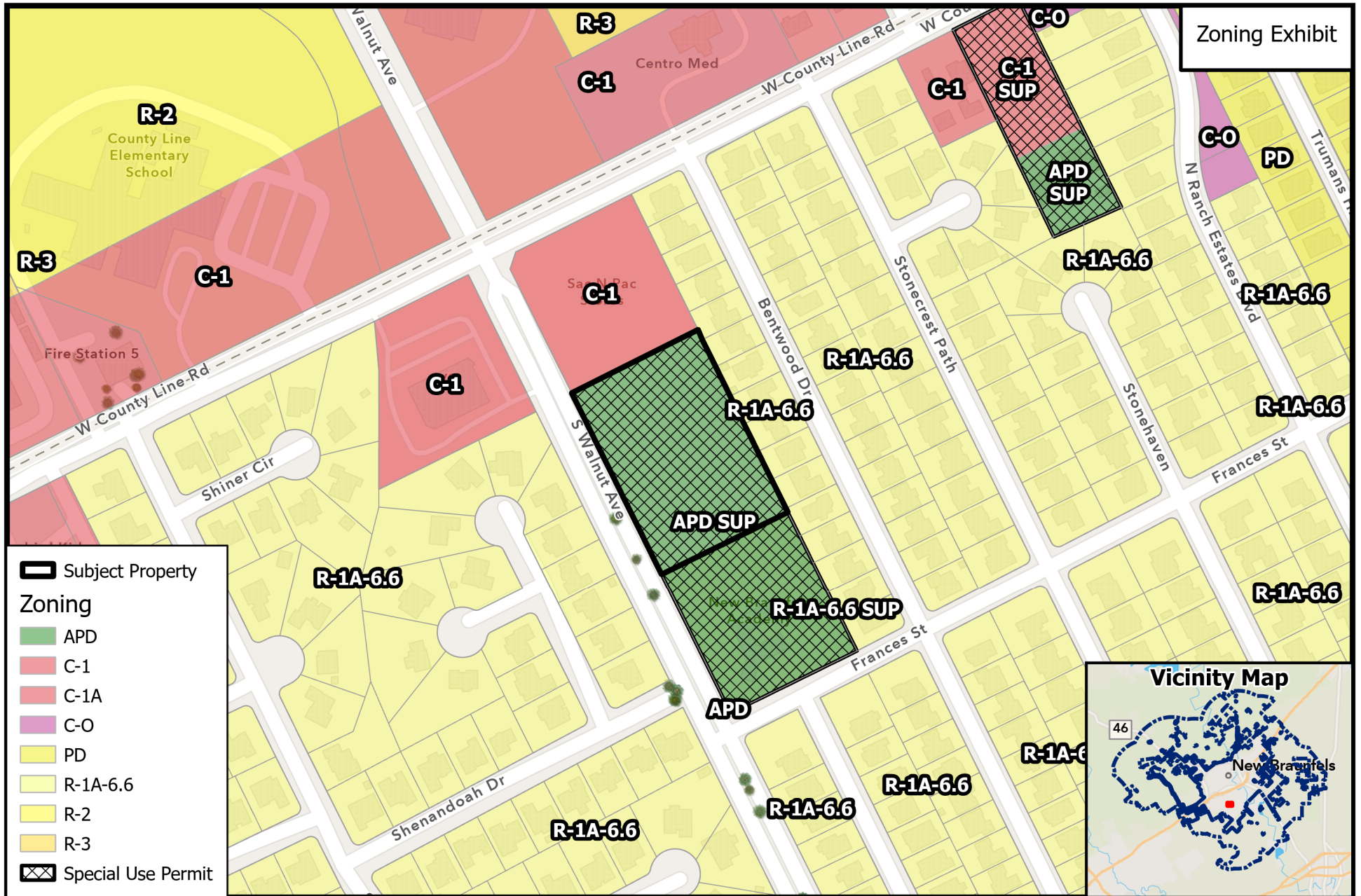
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances:
[https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?nodeId=COO_CH144_144.036)
- Chapter 144, Sec. 3.4-12 (C-1A) of the City's Code of Ordinances:
[https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?nodeId=COO_CH144_144.034-12)

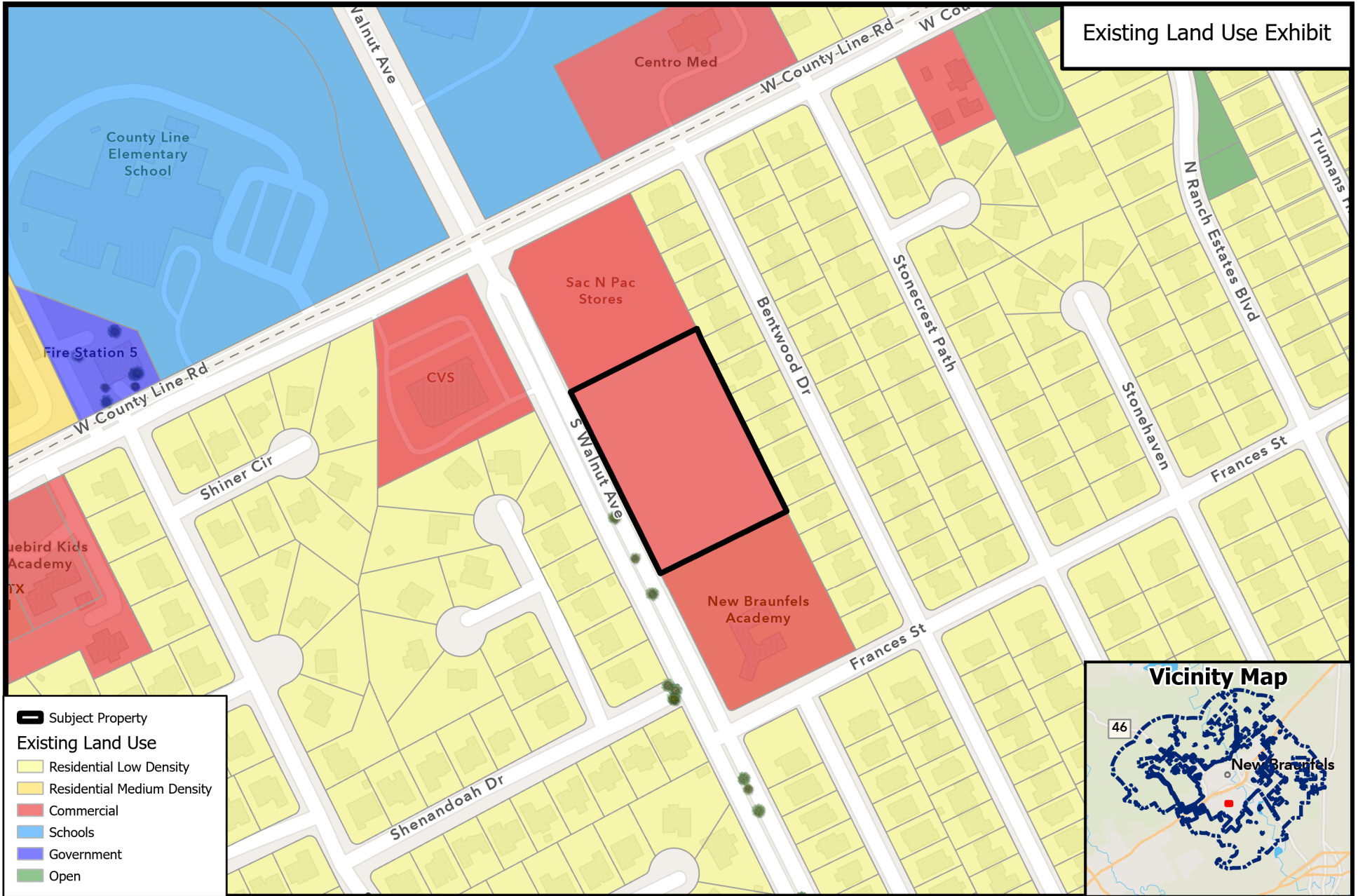


Aerial Exhibit

 Subject Property







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

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

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

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

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

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

Land Use	Existing	Proposed
	APD SUP	C-1A
Research lab (non-hazardous)		
Residential use in buildings with non-residential uses permitted in the district		
Restaurant/prepared food sales		P
Restaurant with drive-through service	P limit 3000 sq. ft.	P
Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less)		P
Retail store and shopping center with drive-through service (50,000 sq. ft. bldg. or less)		P
Retail store and shopping center (more than 50,000 sq. ft. bldg.)		
Retirement home/home for the aged		P
Rock crushers and rock quarries		
Rodeo grounds	P	
RV park		
RV/travel trailer sales		
Sand/gravel sales (storage or sales)		
School, K-12 public or private	P	P
School, vocational (business/commercial trade)		P
Security monitoring company (no outside storage or installation)	p	P
Security systems installation company		P
Sexually oriented business (see chapter 18)		
Sheet metal shop		
Shoe repair shops	p	P
Shooting gallery—Indoor (see section 144-5.13)		
Shooting range—Outdoor (see section 144-5.13)		
Shopping center		P
Sign manufacturing/painting plant		
Single-family industrialized home (see section 144-5.8)	P	
Smelting of tin, copper, zinc or iron ores		
Specialty shops in support of project guests and tourists		P
Stables (as a business) (see chapter 6)	P	
Stables (private, accessory use) (see chapter 6)	P	
Steel furnaces		
Stockyards or slaughtering		
Stone/clay/glass manufacturing		
Storage—Exterior storage for boats and recreational vehicles		
Storage in bulk		
Structural iron or pipe works		
Studio for radio or television, without tower (see zoning district for tower authorization)		
Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.)	p	P
Sugar refineries		
Tailor shop (see home occupation)	p	P
Tar distillation or manufacture		
Tattoo or body piercing studio		
Taxidermist		
Telecommunications towers/antennas (see section 144-5.7)		
Telemarketing agency		P
Telephone exchange buildings (office only)	p	P
Tennis court (commercial)		
Theater (non-motion picture; live drama)		P

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

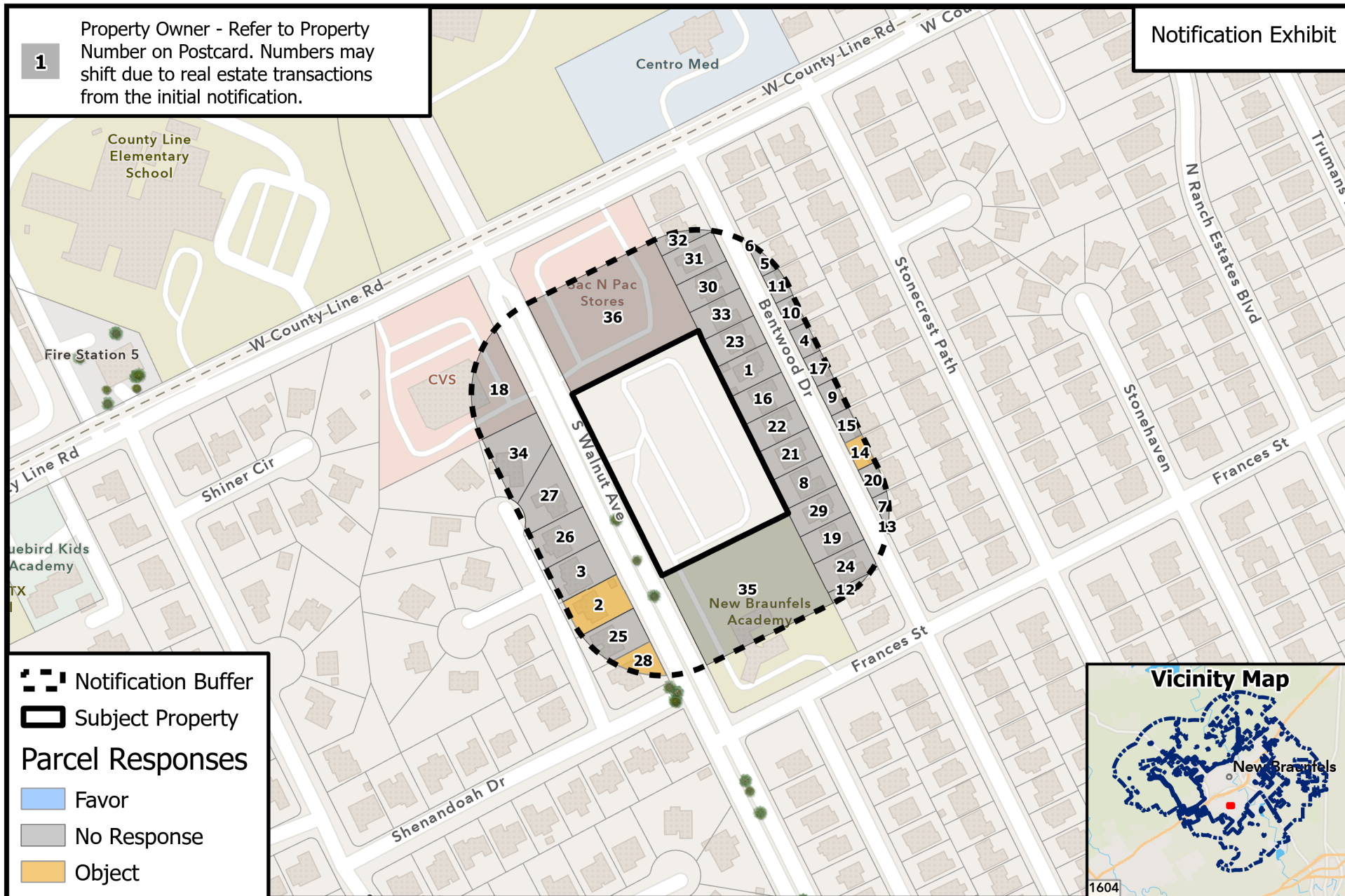






1

Property Owner - Refer to Property Number on Postcard. Numbers may shift due to real estate transactions from the initial notification.



PLANNING COMMISSION – AUGUST 4, 2026– 6:00PM

City Hall Council Chambers

Applicant: Patrick W. Christensen

Address/Location: 2009 South Walnut Avenue

Case # PZ26-0216

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. VITAL JUAN C & ROSA M ALVAREZ | 19. FREEMAN LAUREN M |
| 2. RIGGS RICHARD M JR TRUST | 20. SIMON CALLIE M |
| 3. RICO DOMINGO | 21. BURMAHL JULIA L |
| 4. SHOCKLEY WILLIAM CHRISTOPHER | 22. JANCIK JEREMIAH & MELISSA |
| 5. SILVA TIMOTHY JOHN | 23. BRIDGES JULIE A |
| 6. DECKER KELSEY M | 24. SILVA JEDEDIAH CHRISTOPHER |
| 7. PIERCY GLENDA LANELLE | 25. GONZALES EDDIE & ALEXANDRA
VILLARREAL |
| 8. CABALLERO MARSHA C | 26. GIBSON LARRY & DONNA |
| 9. MORAN LOUIS & SHERRI | 27. JONES BEVERLY ANNE |
| 10. LITTRELL DAWNYAE & CODY | 28. RUDOLPH WAYNE A & B CLAUDINE |
| 11. JIMENEZ JOSE ALFREDO | 29. CORMIER TRAVIS & MIRYEA AYALA |
| 12. PINSON CRAIG W & DEE ANN | 30. DURAN GAMALIEL VAZQUEZ & MARIA
ELENA GONZALEZ |
| 13. CURRIER PROPERTIES LLC- RS 2073
BENTWOOD | 31. HILL SILVIA ESTRADA |
| 14. VILLARREAL LEOPOLDO & NORMA | 32. NICASIO ALEX & ALEXA MARMESH |
| 15. ALLEN MICHAEL W & EDIE | 33. DURAN GAMALIEL VAZQUEZ |
| 16. EASTWOOD FAMILY LLC | 34. ROBSON SEAN A & STEPHANIE R |
| 17. MOWERY ALECIA & BRANDON MILLS | 35. CF EQUITY LTD |
| 18. CHRISMAN ROBERT L & MARILYN K
REVOCABLE TRUST DTD 07-29-2002 | 36. CRP PROPERTIES II LLC |

SEE MAP

RUDOLPH WAYNE A & B CLAUDINE

1216 SHENANDOAH DR

NEW BRAUNFELS TX 78130

Property #: 28

PZ26-0216

Case Manager: ML

FAVOR ☐

OPPOSE ☒

COMMENTS

VILLARREAL LEOPOLDO & NORMA

2061 BENTWOOD DR

NEW BRAUNFELS TX 78130

Property #: 14

PZ26-0216

Case Manager: ML

COMMENTS

FAVOR ☐

OPPOSE ☒

RIGGS RICHARD M JR TRUST

1177 N E LOOP 410

SAN ANTONIO TX 78209

Property #: 2

PZ26-0216

Case Manager: ML

COMMENTS

FAVOR ☐

OPPOSE ☒

New Braunfels

Draft Minutes for the August 4th Planning Commission Regular Meeting

c) PZ26-0216 Public hearing and recommendation to City Council, requested by Patrick W. Christensen, on behalf of Karma Enterprises NB LLC, to rezone approximately 2.7 acres out of the Bentwood Commercial Unit Three, Lot 3, from APD SUP (Agricultural/Pre-development District with a Special Use Permit to allow a retail development with specific uses) to C-1A (Neighborhood Business District), currently addressed at 2009 South Walnut Avenue.

Mary Lovell introduced the aforementioned item.

Chair Sonier asked if there were any questions for staff.

Discussion followed on prior restrictions on the property.

Chair Sonier invited the applicant to speak on the item.

Applicant Patrick Christensen explained the request, noting the history of the previous special use permit issued before construction on the site. He described how the restrictive nature of that permit has become a detriment and stated that there are no future plans for remodeling.

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

0 individuals spoke in favor of the item.

0 individuals spoke in opposition of the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Discussion followed on the zone change to C1-A, as well better alignment with current city codes.

Motion by Commissioner Allsup, seconded by Commissioner Rudy, to approve the item. Motion carries (5-1-0).

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 2.62 ACRES, BEING BENTWOOD COMMERCIAL UNIT THREE, LOT 3, CURRENTLY ADDRESSED AT 2009 SOUTH WALNUT AVENUE, FROM PD SUP (AGRICULTURAL/PRE-DEVELOPMENT DISTRICT WITH A SPECIAL USE PERMIT TO ALLOW A RETAIL DEVELOPMENT WITH SPECIFIC USES) TO C-1A (NEIGHBORHOOD BUSINESS DISTRICT); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

WHEREAS, in keeping with the spirit and objectives of the C-1A (Neighborhood Business District), the City Council has given due consideration to all components of said district; and

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

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

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

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

WHEREAS, the requested rezoning is in accordance with the Land Use Fiscal Analysis;

WHEREAS, the City Council desires to amend the Zoning Map by changing the zoning of approximately 2.62 acres being Bentwood Commercial Unit Three, Lot 3, currently addressed at 2009 South Walnut Avenue from APD SUP (Agricultural/Pre-development District with a Special Use Permit to allow a retail development with specific uses) to C-1A (Neighborhood Business District); and

now, therefore;

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

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by rezoning the following tract of land from APD SUP (Agricultural/Pre-development District with a Special Use Permit to allow a retail development with specific uses) to C-1A (Neighborhood Business District):

Approximately 2.62 acres, being [legal description], as delineated on Exhibit "A" and described in Exhibit "B", attached.

SECTION 2

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

SECTION 3

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

SECTION 4

THIS ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this 24th day of August, 2026.

PASSED AND APPROVED: Second reading this 14th day of September, 2026.

CITY OF NEW BRAUNFELS

MICHAEL FRENCH, Mayor

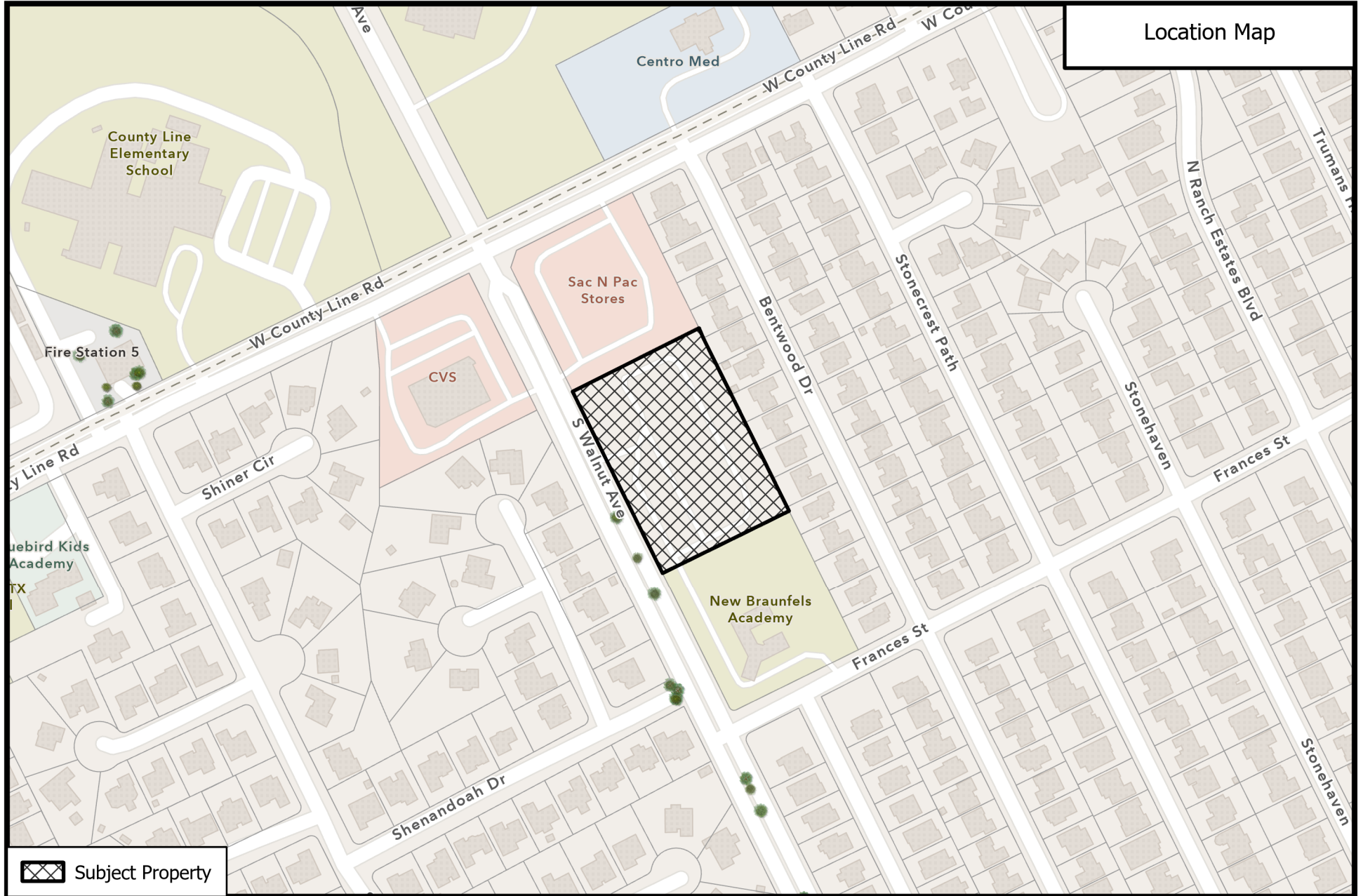
ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT "A"



8/24/2026

Agenda Item No. C)

PRESENTER:

Garry Ford, Transportation and Construction Services Director

SUBJECT:

Discuss and consider the second reading of an ordinance to amend Section 126-346 of the Code of Ordinances of the City of New Braunfels to prohibit parking on both sides of Divine Way from the intersection with Fayette Drive southwesterly and northeasterly for approximately 60 feet.

DEPARTMENT: Transportation and Construction Services**COUNCIL DISTRICTS IMPACTED:** 2**BACKGROUND INFORMATION:**

During the first reading on August 10, 2026, City Council unanimously voted to approve parking prohibitions on both sides of Divine Way from the intersection with Fayette Drive southwesterly and northeasterly for a distance of 60 feet.

Staff received a request from the Dove Crossing Homeowners' Association (HOA) to prohibit parking on both sides of Divine Way southwest of the intersection with Fayette Drive due to concerns about sight distance from vehicles parking near the intersection. The requested "no parking" zone begins at Fayette Drive and encompasses the frontage of 2512 and 2450 Fayette Dr as well as the drainage easement behind the two properties.

Divine Way is a two-lane residential collector through the North Ranch Estates and Dove Crossing subdivisions that begins at Walnut Avenue and ends at Eagle Pass Drive. It provides connectivity via Eagle Pass Drive to Dove Crossing Drive, a minor collector thoroughfare that runs between West County Line Road and West Klein Road. Divine Way is stop-controlled at the intersection with Walnut Avenue, and there is an all-way stop at the intersection with N Ranch Estates Boulevard. The posted speed limit on Divine Way is 30 mph, and there are curbs and sidewalks along both sides.

As part of the evaluation of the request, city staff conducted a site visit in February 2026 to observe the parking activity. The pavement width on Divine Way was measured to be 36 feet. Vehicles were observed parked along Divine Way and adjacent to the side of 2512 Fayette Drive during the site visit.

A sight distance analysis for the intersection of Divine Way and Fayette Drive was completed in accordance with the City of New Braunfels Code of Ordinances and American Association of State Highway and Transportation Officials (AASHTO) standards. Code of Ordinances Section 114-5.3-1 (b) (8) provides requirements on landscape and screening materials permitted within the "sight triangle" at street intersections to provide visibility. This requirement is the development standard for street intersections and is met.

AASHTO standards are based on intersection control, turning maneuvers, and speed. In addition to landscape and screening materials, parked vehicles and roadside structures and hardware within the right-of-way may potentially obstruct the driver's view. Based on the site visit and Google Maps (2026), parked vehicles on the east side of Divine Way southwest of Fayette Drive were within the sight triangle for northbound Fayette Drive. Parked vehicles appear to be from 2512 Fayette Drive. No parked vehicles were observed on the west side of Divine Way southwest of Fayette Drive.

Maintaining visibility and sight distance in urban areas, specifically in residential areas and downtown, is a challenge and a balance of maintaining parking and safety. Strict adherence to AASHTO sight distance standards at intersections is oftentimes impractical given considerations to on-street parking, vehicular activity, and adjacent land use. Additionally, on-street parking and activity typically slow traffic speeds, and this is the expectation in urban areas.

Curb ramp improvements along Divine Way were recently reconstructed as part of the 2023 Bond Citywide Street Improvements Capital Program, providing ADA-compliant directional ramps for crosswalks in line with accessibility requirements and best practices at multiple intersections. City ordinance and state law prohibit parking within 20 feet of a marked or unmarked crosswalk. This new curb ramp improvement requires vehicles to park further away from Fayette Drive.

City staff is currently working with the HOA on a related request for traffic calming on Divine Way in the Dove Crossing subdivision. Many traffic calming elements also address sight distance concerns by slowing oncoming traffic and shifting vehicular traffic away from the curb, improving visibility. Removing on-street parking opens the full roadway width, which typically results in higher speeds. The city is working on obtaining a complete application and petition for traffic calming to begin the investigation. If received, data collection will likely occur when school resumes in the fall.

ISSUE:

The Dove Crossing HOA requested “no parking” zones along both sides of Divine Way from the intersection with Fayette Drive southwesterly for approximately 165 feet.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

Traffic control signs cost approximately \$150 each. Sufficient funding is available in the FY 2026 Approved Streets and Drainage Budget.

RECOMMENDATION:

Transportation and Traffic Advisory Board

The Transportation and Traffic Advisory Board unanimously recommended approval to prohibit parking along both sides of Divine Way from the intersection with Fayette Drive southwesterly for approximately 165 feet at their July 9, 2026, meeting.

Staff

Staff recommends installing a “no parking” zone on the east side of Divine Way from 20 feet of the curb ramp to the intersection of Fayette Drive, approximately 50 feet, and postponing the parking prohibition request until the traffic calming request has been investigated in accordance with the adopted Neighborhood Traffic Calming Policy. The recommended “no parking” zone does not require an ordinance and may be authorized by the City Engineer following City ordinance and state law.

ORDINANCE NO. 2026-____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW
BRAUNFELS, TEXAS, AMENDING SECTION 126-346 TO RESTRICT
PARKING ON DIVINE WAY**

WHEREAS, the City Council has determined 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:

- (145) On both sides of Divine Way from a point 60 feet southwest of the intersection with Fayette Drive to a point 60 feet northeast of the intersection with Fayette Drive. 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 10th day of August, 2026.

PASSED AND APPROVED: Second reading this the 24th day of August, 2026.

CITY OF NEW BRAUNFELS, TEXAS

MICHAEL FRENCH, MAYOR

ATTEST:

GAYLE WILKINSON, CITY SECRETARY

APPROVED AS TO FORM:

NATHAN BROWN, INTERIM CITY ATTORNEY





Figure 1 – Divine Way from NW Fayette Drive approach (facing west). Vehicle approaching northeast-bound from the all-way-stop-controlled intersection of Divine Way at N Ranch Estates Boulevard.



Figure 2 – ADA ramp and pavement before the 2023 Bond Citywide Street Improvements project.



Figure 3 – Current, improved pavement and ADA ramps at the subject intersection following the 2023 Bond Citywide Street Improvements project.

8/24/2026

Agenda Item No. D)

PRESENTER:

Michael French, New Braunfels Mayor
Matthew Simmont, Planning Manager

SUBJECT:

Presentation and possible direction to staff to amend the City's Code of Ordinances regarding data centers.

DEPARTMENT: Mayor

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

This item has been placed on the agenda at the request of Mayor Michael French.

Recent inquiries and state-wide conversations regarding data center development have prompted New Braunfels to evaluate whether the City's existing zoning ordinance adequately addresses surrounding property compatibility, as well as operational characteristics and impacts of these facilities. This is a common exercise when new uses come about that are not specifically identified in the adopted local ordinances.

New Braunfels' current zoning ordinance, Chapter 144 of the City's Code of Ordinances, does not specifically define or identify a zoning district where the "data center" land use is explicitly allowed. Therefore, when that occurs, in accordance with Sections 144-3.3 and 144-3.4, it is allowed:

- By right in the M-2 and M-2A Districts (the most intense industrial districts); and
- With an SUP (Special Use Permit overlay) in the M-1 and M-1A Districts.

ISSUE:

Research shows that certain impacts of a data center can be greater than many other uses currently allowed in New Braunfels' industrial zoning districts. Examples of impacts could include:

- **Water Usage** - Many data centers rely on cooling systems to remove the substantial heat generated by servers and other electrical equipment. Depending on the cooling technology employed, water consumption can be significant. This is particularly important for New Braunfels where water resources are a fundamental component of the local economy and environment; a celebrated resource integral to our quality of life; and because there are several different water providers within the City's jurisdiction.
- **Electric Power and Infrastructure** - With electricity as a key infrastructure need, data centers may require new substations, expansion of existing substations, new distribution lines from an existing substation, new utility easements, back-up generators, large transformers and electrical equipment, and other off-site infrastructure.
- **Noise and Neighborhood Compatibility** - Although data centers generally generate fewer vehicle trips

than many other large industrial uses, it is anticipated that they would create continuous mechanical noise from the cooling equipment, mechanical systems, fans, transformers, generators, and fuel systems. Additionally, unlike a warehouse, where many activities occur primarily during operating hours, a data center would likely operate continuously.

- Other Community Impacts - Data center developments could also affect agricultural land, wildlife habitats, watersheds, floodplains, riparian corridors, scenic views, enjoyment of residential areas, and future development opportunities of nearby properties.

COMPREHENSIVE PLAN REFERENCE:

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 1.11:** Update policies and codes to achieve development patterns that implement the goals of this plan.
- **Action 2.1:** Sustain community livability for all ages and economic backgrounds.
- **Action 3.6:** Pro-actively provide a regulatory environment that remains business and resident friendly.
- **Action 5.2:** Discourage development in Edwards Aquifer Recharge and contributing zones, stream zones, flood-prone areas, steep slopes, or other ecologically constrained areas.
- **Action 5.4:** Incentivize water use reduction and conservation.

STRATEGIC PLAN REFERENCE:

Community Identity

- **Objective 2:** Implement goals of our residents identified in the Comprehensive Plan including protecting natural resources and safeguarding the character, integrity, and stability of neighborhoods.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Zoning approaches by other Texas cities reinforce the effort by New Braunfels to establish a clear policy before significant development pressure occurs, and to ensure that new development does not place disproportionate demands on the community's resources or infrastructure. Based on staff research and a review of approaches being considered or already adopted by other Texas cities, staff recommends preparing a code amendment that would define data centers in New Braunfels's Zoning Ordinance as a distinct land use, and require additional development standards as part of any development application for a data center.

Staff recommends the following:

1. Establish Data Centers as a Distinct Land Use - Due to their unique characteristics and potential impacts, data centers should be specifically defined in the city's zoning ordinance rather than being treated as a warehouse, office, or general industrial use.
2. Limit Data Centers to Industrial Zoning Districts with a Special Use Overlay - Any property that is proposed to be developed with a data center should have an industrial base zoning district plus require a Special Use Overlay (Currently called a Special Use Permit or SUP). An SUP would allow the City Council to evaluate each proposed facility based on its specific location, size, infrastructure requirements, surrounding land uses, and potential community impacts, and impose conditions to

ameliorate those impacts. If a proposed site is not currently zoned industrial, the applicant would need to request a base zoning change to an industrial district in addition to the SUP overlay.

3. Establish Baseline Development Standards - Establish a set of development standards for all data centers that address issues such as water demand and water supply; electric and utility capacity; noise; building and equipment setbacks; screening and landscaping; floodplain and natural resource protection; stormwater and drainage; compatibility with surrounding properties; etc.

Examples of potential development standards could include:

- Distance requirement from the floodplain
- Distance requirement from residential uses and zoning districts
- Closed loop water cooling system requirement to minimize water usage
- Energy and water use analysis requirement
- Screening requirements
- Landscaping and tree planting requirements
- Tree removal mitigation requirements
- Maximum decibel level requirements

If directed to proceed, staff will work with the appropriate city departments and outside agencies and utility providers to develop the proposed ordinance amendments. All proposed amendments to the Zoning Ordinance are required to follow the public hearing process with a recommendation from the Planning Commission and final action by the City Council.

8/24/2026

Agenda Item No. E)

PRESENTER:

Ryan Kelso, NBU Chief Executive Officer

SUBJECT:

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

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

The last time this ordinance amendment was brought before City Council was in March 2019, "relating to Water Conservation and Critical Period Management Plan, Regulated Activities, and Drought Management Plan," requiring a first and second reading and approval at that time, as well. While being responsible stewards, aiming to continue to protect essential water users, the proposed plan aims to align conservation and responsibility. On August 10, 2026, NBU staff presented the proposed changes, receiving approval for a first reading. The August 24th presentation will be a second reading seeking approval.

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

Fiscal impact would be related to the proposed and presented future drought surcharge adjustments.

RECOMMENDATION:

The NBU Board of Trustees, at its February 26, 2026 Board Meeting, authorized NBU staff to proceed with the necessary steps to amend the Ordinance, Chapter 130, Article IV, Divisions 3, 5, 6, and 7 of the City's Code of Ordinances to adjust residential and landscape irrigation drought surcharges; revise drought stage designations and triggers; clarify definitions and related provisions; repeal conflicting ordinances; provide a savings clause; and establish an effective date.

NBU staff recommends approval of the ordinance.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS AMENDING CHAPTER 130, ARTICLE IV, DIVISION 3, DIVISION 5, DIVISION 6, AND DIVISION 7, OF THE CODE OF ORDINANCES OF THE CITY OF NEW BRAUNFELS ADJUSTING RESIDENTIAL AND LANDSCAPE IRRIGATION DROUGHT SURCHARGES; REVISING DROUGHT STAGE DESIGNATIONS AND TRIGGERS; CLARIFYING DEFINITIONS AND OTHER PROVISIONS; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of New Braunfels, Texas (the “City”), owns and operates by and through New Braunfels Utilities its own water system in accordance with the laws of the State of Texas and the charter of said City; and

WHEREAS, the Council of the City of New Braunfels has heretofore established ordinances containing the rules, regulations, and policies for water conservation, drought management, and residential and landscape irrigation drought surcharges for the service area of New Braunfels Utilities and such ordinances have been codified in Chapter 130, Article IV, Code of Ordinances of the City; and

WHEREAS, by Resolution R-2026-205, adopted February 26, 2026, the New Braunfels Utilities Board of Trustees recommends amendments to Division 3, Division 5, Division 6, and Division 7 of Chapter 130, Article IV, Code of Ordinances, to, among other things, (i) adjust the residential and landscape irrigation and drought surcharges, (ii) revise drought stage designations and triggers, (iii) clarify definitions and other provisions as specified in Exhibit A; and

WHEREAS, in order to adopt the amendments recommended by the New Braunfels Utilities Board of Trustees, it is now necessary and advisable that Division 3, Division 5, Division 6, and Division 7 of Chapter 130, Article IV, Code of Ordinances, as heretofore established by ordinance, be amended.

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

SECTION 1: Amendment.

That City of New Braunfels Code of Ordinances, Chapter 130, Article IV, Division 3, Division 5, Division 6, and Division 7 are hereby amended as set forth in Exhibit A, attached hereto and incorporated herein for all purposes, with underlined font indicating added language and strikethrough font indicating deleted language.

SECTION 2: Repealer.

All provisions of the New Braunfels Code of Ordinances, or other ordinances, whether codified or uncoded, in conflict with the provisions of this ordinance are hereby repealed, and all other provisions of the Code of Ordinances or other ordinances, codified or uncoded, not in conflict with the provisions of the ordinance shall remain in full force and effect.

SECTION 3: Severability

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence or section of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality

or invalidity shall not affect any other remaining phrase, clause, sentence paragraph or section of this ordinance.

SECTION 4: Savings Clause.

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

SECTION 5: Effective Date.

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 _____ day of _____, 2026.

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

CITY OF NEW BRAUNFELS

MICHAEL FRENCH, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

_____, City Attorney
(Name)

Exhibit A

***DIVISION 5. WATER CONSERVATION AND CRITICAL PERIOD MANAGEMENT
PLAN—GENERALLY⁴***

Sec. 130-206. Definitions.

Air conditioning system(s) means a mechanical system generally consisting of a compressor, thermostat and duct work permanently installed in a building for the purpose of controlling humidity and temperature. For the purposes of this article, an air conditioning system does not include window units.

Aesthetic use means the use of water for outdoor fountains, waterfalls, and landscape lakes, ponds, or other water related features where such use is entirely ornamental and serves no other functional purpose.

Agricultural irrigation means irrigation for the purpose of growing crops commercially for human consumption or to use as feed for livestock or poultry.

Athletic field means a sports playing field, the essential feature of which is turf grass, used primarily for organized sports for schools, professional sports, or organized league play.

Automatic irrigation controller means a device that automatically activates and deactivates an irrigation system at times selected by the operator.

Base usage means the average monthly total water usage for the three lowest months of November and December and the following January and February during each of the three consecutive 12-month periods preceding the commencement of the user's use of water.

Beneficial use means the amount of water that is economically necessary for a purpose not otherwise prohibited by the city, state or federal law or regulation, when reasonable intelligence and reasonable diligence is used in applying water for that purpose.

Blowdown meter means a meter that tracks the amount of water discharged from a cooling tower system.

Bucket means a bucket or other container holding five gallons or less, used singly by one person.

CEO means the chief executive officer of NBU or designee.

Certificate of convenience and necessity (CCN) means the service area of NBU as granted by the TCEQ. Also referred to as the certified service area.

⁴Editor's note(s) — Ord. No. 2014-8, § 1(Exh. A), adopted February 10, 2014, repealed and reenacted division 5 in its entirety to read as herein set out. Formerly, division 5 pertained to similar subject matter, and derived from Ord. No. 2008-50, § 1, adopted July 28, 2008.

Cfs means cubic feet per second.

Commercial dining facility means a business that serves prepared food and beverages to be consumed on the premises.

Computer controlled irrigation system (CCIS) means a system comprised of a computer controller (digital operating system), software, interface modules, satellite field controllers, soil sensors, weather station, or similar devices which is capable of achieving maximum efficiency and conservation in the application of water for irrigation. A CCIS, at a minimum, should be designed to:

- (1) Prevent overwatering, flooding, pooling, evaporation and run-off; and
- (2) Prohibit sprinkler heads from applying water at an intake rate exceeding the capability of the soil.

Conductivity controller means a device used to measure the conductivity of total dissolved solids in the water of a cooling system and control the discharge of water in order to maintain efficiency.

Conservation compliance officer or *compliance officer* means the person acting in the position of conservation compliance officer.

Conservation coordinator or *coordinator* means the person acting in the position of conservation coordinator of New Braunfels Utilities.

Cooling tower means an open water recirculation device that uses fans or natural draft to draw or force air to contact and cool water through the evaporative process.

Day means a 24-hour period beginning at midnight.

Drip irrigation means an irrigation system (drip, porous pipe, etc.) designed to emit water at low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

Drought means any condition, whether man-made or natural, where the available water supply or resources are not meeting the water demand, or if the water supply or resources are being depleted at a faster rate than they are being replenished. It is not intended to be limited to any meteorological definition of the term.

Drought management plan means the plan for management of the aquifer described and set out in division 7, as amended from time to time.

EAA means Edwards Aquifer Authority.

Edwards Aquifer or *aquifer* means that portion of an arcuate belt of porous, water-bearing, predominately carbonate rocks known as the Edwards and Associated Limestones in the Balcones Fault Zone extending from west to east to northeast from the hydrologic division near Brackettville in Kinney County that separates underground flow toward the Comal Springs and San Marcos Springs from underground flow to the Rio Grande Basin through Uvalde, Medina,

Atascosa, Bexar, Guadalupe and Comal counties, and in Hays County south of the hydrologic division near Kyle that separates flow toward the San Marcos River from flow to the Colorado River Basin.

Essential use means a use of water which is:

- (1) Essential to the protection of public health, safety, or welfare, including but not limited to use for drinking, food preparation, personal hygiene, public sanitation, control or prevention of disease and firefighting;
- (2) Essential to an industrial use or agricultural or military activity which directly supports gainful employment, unless the use is specifically defined in this article as a discretionary use;
- (3) Watering of livestock.

Evapotranspiration rate (ET rate) means the rate which the combination of evaporation from soil surface and transpiration from vegetation will occur for specific climatic conditions.

Existing landscaping plant means a landscaping plant existing after such period of time as to accomplish an establishment and maintenance of growth.

Golf course means an irrigated and landscaped playing area made up of greens, tees, fairways and roughs and related areas used for the playing of golf.

Gray water means water after use in bath and utility sinks, tubs, showers and washing machines.

Hand-held hose means a hose attended by one person, fitted with a manual or automatic shutoff nozzle.

Health care facility means any hospital, clinic, nursing home or other health care or medical research facility.

Hose-end sprinkler means a sprinkler that applies water to landscape plants that is piped through a flexible, movable hose.

Household use means the use of water, other than uses in the outdoor category, for personal needs or for household purposes, such as drinking, bathing, heating, cooking, sanitation or cleaning, whether the use occurs in a residence or in a commercial or industrial facility.

Impervious surface area means any structure or any street, driveway, sidewalk, patio or other surface area covered with asphalt, concrete, brick, paving, tile or other material preventing water to penetrate the ground.

Industrial use means the use of water for or in connection with commercial or industrial activities, including manufacturing, bottling, brewing, food processing, scientific research and technology, recycling, production of concrete, asphalt, and cement, commercial uses of water

for tourism, entertainment, and hotel or motel lodging, generation of power other than hydroelectric, and other business activities.

Irrigation system, also referred to as an in-ground or permanent irrigation system, being a system with fixed pipes and emitters or heads that apply water to landscape plants or turfgrass.

Irrigation system analysis means a zone-by-zone analysis of an irrigation system that, at a minimum, includes a review of the following elements:

- (1) Design appropriateness for current landscape requirements;
- (2) Irrigation spray heads and valves;
- (3) Precipitation rates expressed in inches per hour; and
- (4) Annual maintenance plan that includes irrigation system maintenance, landscape maintenance, and a basic summer and winter irrigation scheduling plan.

Landscape renovation means the removal and replacement of existing landscape plants with new landscape plants.

Landscape watering means the application of water to grow or maintain landscaping plants, such as flowers, ground covers, turf or grasses (other than golf courses or athletic fields), shrubs, and trees, but for purposes of this article does not include:

- (1) Essential use without waste of water by a commercial nursery to the extent the water is used for production rather than decorative landscaping;
- (2) Application of water without waste to a noncommercial family garden or orchard the produce of which is for household consumption only; and
- (3) Except when stages [#2, 3, 4](#), and [#5](#) of the drought management plan are in effect, application of water at any time on any day by means of a bucket, hand-held hose, soaker hose (but not one that sprays water in the air), or properly installed drip irrigation system.

Landscaping plant means any member of the kingdom plantae, including any tree, shrub, vine, herb, flower, succulent, groundcover or grass species that grows or has been planted out-of-doors.

Large property means a land tract owned by a general customer that equals or exceeds five acres in size and has an irrigation system.

Livestock means cattle, sheep, goats, hogs, poultry, horses, and game, domestic, exotic and other animals and birds, including zoo animals, used for commercial or personal purposes.

Livestock use means the use of water for drinking by or washing of livestock.

Low-flow toilet means a tank toilet that is designed to use 1.6 gallons or less of water per flush.

Make-up meter means a meter that measures the amount of water entering a cooling tower system.

Maintenance level means the level of water in a swimming pool required for proper circulation for operation of filter equipment for the swimming pool.

Master valve means a remote control valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.

msl means elevation above mean sea level.

Mulch means any material such as bark, leaves, straw or other materials left loose and applied to the soil surface to reduce evaporation.

NBU means New Braunfels Utilities.

New landscaping plant means any plant or seed planted in or transplanted to an area within such period of time as to accomplish a reasonable establishment and maintenance of growth. Application of grass seed to an existing stand of grass or turf is not considered new landscaping.

NPDES/TPDES permit holders means those entities that have valid state or federal permits commonly referred to as NPDES or TPDES (National Pollutant Discharge Elimination System/Texas Pollutant Discharge Elimination System) permits to satisfy requirements of the federal Clean Water Act.

Organic material means organic substances in differing stages of decay.

Other outdoor use means the use of water outdoors for the maintenance, cleaning and washing of structures and mobile equipment, including automobiles and boats, or the washing of streets, driveways, sidewalks, patios and other similar areas.

Park means a tract of land maintained by a city, private organization, or individual, as a place of beauty or of public recreation.

Person means any individual, corporation (including a government corporation), organization, state or federal governmental subdivision or agency, political subdivision of a state, interstate agency or body, business, trust, partnership, limited partnership, association, firm, company, joint stock company, joint venture, commission or any other legal entity.

Pervious hardscape means patios, pathways and other areas where firm footing is desired, constructed in such a way that allows for water to penetrate the ground. Examples include flagstone set in sand and wood plank decks, but exclude concrete slab patios and sidewalks or pavers set with mortar.

Pervious surface means any ground surface which can absorb water or other liquids.

Positive shut-off means a valve that is held in a closed position by system pressure until overridden by an outside force.

Power wash means a machine that uses water or a water-based product applied at high pressure to clean impervious surfaces.

Precipitation rate means the speed at which a sprinkler or irrigation system applies water. Precipitation rates are measured in inches per hour or inches per minute.

Prescribed hours for sprinkling means between the hours of 8:00 p.m. and 10:00 a.m. when the drought management plan is not in effect, and during the hours specified therein when the drought management plan is in effect.

Private residential swimming pool. See "Swimming pool."

Property address means the street address of a property, unless multiple street addresses are served by a single meter, in which case the billing address will be used.

Public facilities means municipally-owned or operated facilities.

Public swimming pool. See "Swimming pool."

Rain sensor means a device designed to stop the flow of water to an automatic irrigation system when rainfall has been detected.

Recycled or reuse water means domestic or municipal wastewater which has been treated to a quality suitable for a beneficial use in accordance with applicable law.

Requestor means a customer who requests a variance under this article.

Residential customer means a single or multi-family dwelling unit containing two or fewer family units.

Responsible person means a natural person or legal entity who causes, maintains or allows a violation(s) of the city code to occur or continue by action or failure to act. A responsible person includes, but is not limited to, the owner, tenant, co-tenant, lessee, sub-lessee or other person with any right to possession of the property where a city code violation that is related to the use or condition of property occurs, the on-site manager who normally works daily at the site when the business is open and is responsible for the activities at such premises, and the owner, and general partners of a legal entity. There may be more than one responsible person for a violation.

Soaker hose means plastic or flexible hose that ~~emits~~[emits](#) water across the entire length based on water pressure, and ~~connect~~[connects](#) directly to a flexible hose or spigot.

Soil holding capacity means the amount of moisture in the soil that can occur without becoming saturated.

Sprinkler means an emitter that applies water to the landscape plants in a stream that travels through the air. Sprinkler irrigation can be applied by an irrigation system or hose-end sprayer or a soaker hose that sprays water in the air.

Swimming pool means any structure, basin, chamber, or tank, including hot tubs, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two feet or more at any point.

- (1) *Private residential swimming pool*. Any swimming pool located on private property under the control of the homeowner, the use of which is limited to swimming or bathing by the homeowner's family or invited guests.
- (2) *Public swimming pool*. Any swimming pool, other than a private residential swimming pool, intended to be used collectively by persons for swimming or bathing, operated by any person as defined herein, whether owner, lessee, operator, licensee, or concessionaire, regardless of whether a fee is charged for such use. The term includes, but is not limited to, apartment community pools, condominium association pools and community association pools.

TCEQ means the Texas Commission on Environmental Quality.

TDS means total dissolved solids.

Trigger level means the mean sea level of the Edwards Aquifer as indicated by the J-17 index well and/or the discharge from the Comal Springs according to the USGS log in cubic feet per second (cfs) that result in the implementation or termination of water use reduction measures.

Turf means a surface layer of earth containing mowed grass with roots.

Turfgrass means perennial ground cover plants and grasses that are adapted to regular mowing and traffic through management.

Vacuum system means a system, often consisting of a pump, chamber, and tubes, that is used to create a vacuum for any of a variety of purposes, including but not limited to medical, dental and industrial applications.

Vegetable garden means any "non-commercial" vegetable garden planted primarily for household use; "non-commercial" includes incidental direct selling of produce from such a vegetable garden to the public.

Vehicle wash facility means a permanently-located business that washes vehicles with water or water based product, including but not limited to self-service car washes, full-service car washes, roll-over/in-bay style car washes, and fleet maintenance wash facilities.

Vehicle wash fundraiser means any special-purpose vehicle wash event for which a fee is charged or donation accepted.

Water includes, but is not limited to potable water supplied by NBU or other water purveyor, potable water withdrawn from their groundwater well, surface water from any river, creek, natural watercourse, pond, lake or reservoir, and recycled water supplied by NBU or other water purveyor.

Water waste means use of water without obtaining maximum beneficial use thereof. ~~Water waste shall also, to~~ include, but not be limited to:

- (1) Causing, suffering, or permitting a flow of water used for landscape watering to run into any river, creek or other natural water course or drain, superficial or underground channel, bayou, or unto any sanitary or storm sewer, any street, road or highway or other impervious surface area, or upon the lands of another person or upon public lands.
- (2) Any discharge of water used for commercial, industrial, or domestic purposes to any storm, sanitary sewer, or septic system without the user first having obtained maximum beneficial use thereof.
- (3) Failure by any responsible person, to repair any controllable leak on property. See also section 130-228 for additional information on leaks.
- (4) Watering landscaped areas during rain or high wind.
- (5) Washing outdoor impervious surfaces, with a pressure washer or garden hose, such as sidewalks, driveways and patios during drought stage, except to remove spills of hazardous materials, eliminate dangerous conditions which threaten the public health, safety, or welfare, or to prepare surface for maintenance work.
- (6) Washing buildings, houses or structures with a pressure washer or garden hose for aesthetic purposes during a drought stage.
- (7) Washing vehicles with a hose that lacks an automatic shut-off valve.

Water conservation plan means the water conservation plan required as part of the drought management plan referred to in division 7 must include proof of irrigation efficiency of 60 percent or greater and demonstrate specific measures to be taken to reduce consumption to meet the reduction goal established for each stage ~~I, II and III.~~ 1, 2, 3, 4, and 5 in Section 130-224(a). A plan should also include precipitation rates and irrigation schedules with run times. NBU may, on a case by case basis, waive the requirements for irrigation efficiency and/or submission of a water conservation plan.

Water flow restrictor means an orifice or other device through which water passes at a restricted rate.

Water purveyor use means water used for withdrawal, treatment, remediation, transmission and distribution by a potable water purveyor.

Watering day means a day designated for landscape watering in this article. Thus, if it is stage 1 and Wednesday is a designated watering day, the period of time referenced is Wednesday morning between midnight to 10:00 a.m., and Wednesday evening between 8:00 p.m. and 11:59 p.m.

Xeriscape means a landscape consisting of a maximum of 50 percent turf grass, with the remaining percentage of landscape incorporating low water use plants and/or pervious

hardscape. The approved low water use plant list, as may be amended from time to time, shall be available from NBU and located at NBU and at www.nbutexas.com.

Zonal irrigation system means an irrigation system that segregates by station areas of shrubs, ground cover, bedding plants, and turf to accommodate a diversity of watering requirements.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-207. Nuisance declared.

The violation of any part of division 6 and 7 is deemed a nuisance which may be abated and enjoined by the city. Any person creating a public nuisance shall be subject to the provisions of this Code and other applicable law governing such nuisances, including reimbursing NBU or the city for any costs incurred in removing, abating or remedying such nuisance. The owner of any property where such nuisance has occurred shall be liable to the city and/or NBU for the cost of such abatement, removal or remediation, and shall pay such cost on demand, and the city acting for itself and/or NBU shall have the right to file a lien on the property to secure payment of the cost of such abatement, removal or remediation of the nuisance.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-208. Presumption and exception.

For purposes of this article, it shall be presumed that the person in whose name a water and/or electric meter connection is registered with NBU, or other purveyor servicing the property, is the responsible ~~party~~person who has made, caused, allowed or permitted a violation of the provisions of this article.

Proof that the particular premises had a water and/or electric meter connection registered in the name of the defendant cited in a criminal or civil complaint filed pursuant to this article shall constitute a prima facie presumption that the defendant is a person who made, caused, allowed or permitted a violation pursuant to the provisions of this article.

An exception to these presumptions can be granted if:

- (1) The meter holder can prove that another party is the responsible person.
- (2) exception to this presumption is found in subsection 130-214.~~3(b)-2~~, wherein the city, whose premises are used by a tenant/lessee, is generally not responsible for the tenant/lessee's compliance. In such cases, the tenant/lessee of the city is responsible for compliance, and the city shall have no duty to enforce against the tenant/lessee except to the extent the city's municipal courts may be fully utilized by the NBU enforcement officers or other duly authorized governmental personnel charged with enforcement duties.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-209. Authorization to enforce.

The CEO of NBU or his or her designee and/or the city is authorized and directed to commence any action, in law or in equity, including the filing of criminal charges deemed necessary for the purpose of enforcing this article. As a condition of service, all customers, including those whose service properties are located outside the city limits of the City of New Braunfels, are subject to chapter 130 of this Code. The CEO of NBU or the designee and/or the city may seek civil penalties or impose surcharges as may be allowed by statute and this article and any other legal or equitable relief available under common law or this article, under V.T.C.A., Local Government Code ch. 54 as it may be amended to address the subject matter of this article, or any other applicable city, state or federal code, ordinance, statute, rule or regulation.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2019-17, § I, 3-25-19)

Sec. 130-210. Access to premises.

The city and NBU and all persons or agents employed by either shall, at all reasonable hours, have free access to properties to ascertain if water is being wasted and whether provisions of this article have been and are being complied with in all aspects; however, this section does not authorize entry into a residence without consent of the owner or occupant.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-211. Divisions 5, 6 and 7 to prevail if conflict.

In the event any section or provision of divisions 5, 6 and 7 of this article conflict in effect or application with any other section of this Code, the section or provision of divisions 5, 6 and 7 of this article will prevail.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-212. Severability.

If for any reason, any division, section, sentence, clause or part of this article is held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining divisions or sections of this article, but shall be confined to the specific division, section, sentence, clause or part of this article held legally invalid.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

PART II - CODE OF ORDINANCES
Chapter 130 - UTILITIES
ARTICLE IV. - WATER SERVICE
DIVISION 6. REGULATED ACTIVITIES

DIVISION 6. REGULATED ACTIVITIES²

Sec. 130-213. Activities to be regulated on and after effective dates.

The following activities shall be regulated in the manner set out herein on and after the respective dates indicated in the sections and subsections. A person affected by such regulations may request a variance in the manner set out in section 130-218. [1 through 130-218.6](#). A violation of this section and subsections shall be subject to the enforcement provisions set out in section 130-219. It shall be and is hereby declared unlawful for any person to violate, refuse or fail to implement the requirements of this division or of the drought management plan set out in division 7.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-213.1. Landscape watering.

From and after June 1, 2019, landscape watering is regulated as described in section 130-220.1.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2019-17, § I, 3-25-19)

Sec. 130-213.2. Vehicle wash fundraisers.

From and after ~~the effective date of this division~~ [February 10, 2014](#), any vehicle wash fundraiser shall be conducted at a vehicle wash facility using such facility's equipment.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-213.3. Golf courses.

From and after ~~the effective date of this division~~ [February 10, 2014](#), no golf courses shall be allowed to irrigate the greens, tees, roughs or fairways with potable water. Use of potable water for landscape irrigation in and around the club house will be permitted but must conform to all other requirements for landscape irrigation.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

²Editor's note(s) — Ord. No. 2014-8, § I(Exh. A), adopted February 10, 2014, repealed and reenacted division 6 in its entirety to read as herein set out. Formerly, division 5 pertained to similar subject matter, and derived from Ord. No. 2008-50, § I, adopted July 28, 2008.

Sec. 130-214. Activities to be regulated on and after January 1, 2007.

Except as provided by a specific and alternative application date, particularly systems analysis, the following activities shall be regulated in the manner set out herein on and after January 1, 2007. A person affected by such regulations may request a variance in the manner set out in section 130-218. [1 through 130-218.6](#). A violation of this section and subsections shall be subject to the enforcement provisions set out in section 130-219. It shall be and is hereby declared unlawful for any person to violate, refuse or fail to implement the requirements of this division.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-214.1. Minimum irrigation area and flow direction.

Effective January 1, 2007, newly installed irrigation systems using pop-up spray or rotor technology shall not be used in landscaped areas which have both:

- (1) Dimensions less than five feet in length and/or width, and
- (2) Impervious pedestrian or vehicular traffic surfaces along two or more perimeters.

Where pop-up sprays and rotor heads are allowed in newly installed irrigation systems, they (a) must direct flow away from any adjacent impervious surface, and (b) shall not be placed within four inches from an impervious surface.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-214.2. Annual irrigation system analysis for athletic fields, and large properties requiring variance from water use reduction measures.

Effective January 1, 2007:

- (1) An annual irrigation system analysis demonstrating no water waste shall be required for all athletic fields and large properties and shall be submitted in writing to the NBU conservation coordinator on or before May 1st of each year, beginning on May 1, 2007.
- (2) Municipal tenants and lessees of sports and athletic playing fields and any other municipally owned properties shall be responsible for compliance with this section and subsection. NBU shall look directly to such tenants and lessees for compliance unless the municipality concedes by contractual agreement with the tenant/lessee to assume the tenant/lessee's responsibility for compliance.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-214.3. Cooling towers.

Effective January 1, 2007:

- (1) Cooling towers, not utilizing recycled water, shall operate a minimum of four cycles of concentration. For the purposes of this section "concentration" means recirculated water that has elevated levels of total dissolved solids as compared to the original make-up water.
- (2) Newly constructed cooling towers shall be operated with conductivity controllers, as well as make-up and blowdown meters.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-214.4. Ice machines.

Effective January 1, 2007, newly installed ice machines shall not be single pass water-cooled.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-214.5. Commercial dining facilities.

Effective January 1, 2007, commercial dining facilities shall:

- (1) Utilize positive shut-offs for hand-held dish-rinsing wands.
- (2) Utilize water flow restrictors for all garbage disposals.

~~Comment: NBU strongly encourages that water be served to guests only upon request. Many guests do not drink water which is not requested and water use involved with dishwashing occurs whether or not the guest consumes the water served.~~

_(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-214.6. Vehicle wash facilities.

- (a) Vehicle wash facilities, commencing operation on or after January 1, 2007, using conveyORIZED, touchless, and/or rollover in-bay technology shall reuse a minimum of 50 percent of water from previous vehicle rinses in subsequent washes.
- (b) Vehicle wash facilities, commencing operation on or after January 1, 2007, using reverse osmosis to produce water rinse with a lower mineral content, shall incorporate the unused concentrate in subsequent vehicle washes.
- (c) Regardless of date of operation commencement, from and after January 1, 2007, self-service spray wands used shall emit no more than three gallons of water per minute.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

(Supp. No. ~~3634~~, Update 1)

Created: ~~2025-12-06 10:28~~ 2024-02-07 09:41:16 [EST]

Sec. 130-215. Other activities to be regulated on and after January 1, 2007.

The following activities shall be regulated in the manner set out herein on and after January 1, 2007. A person affected by such regulations may request a variance in the manner set out in section 130-218. [1 through 130-218.6](#). A violation of this section and subsections shall be subject to enforcement provisions set out in section 130-219. It shall be and is hereby declared unlawful for any person to violate, refuse or fail to implement the requirements of this division 6.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-215.1. Condensate collection.

Newly constructed commercial buildings installing air conditioning systems on and after January 1, 2007, shall have a single and independent condensate wastewater line to collect condensate wastewater to provide for future utilization as:

- (1) Process water and cooling tower make-up, and/or
- (2) Landscape irrigation water. Condensate wastewater shall not be allowed to drain into a storm sewer, roof drain overflow piping system, [public way](#), or impervious surface.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-215.2. Rain sensors.

Effective January 1, 2007, rain sensors shall be properly maintained and operational on all irrigation systems equipped with automatic irrigation controllers.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-216. Landscaping regulations generally applicable on and after January 1, 2007.

Except as specifically provided with alternative effective dates, persons affected by the regulations set out herein below shall comply on and after January 1, 2007, and may request a variance to such regulations in the manner set out in section 130-218. [1 through 130-218.6](#). A violation of this section and subsections shall be subject to the enforcement provisions set out in section 130-219. It shall be and is hereby declared unlawful for any person to violate, refuse or fail to implement the requirements of this division 6.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-216.1. Xeriscape option.

Effective January 1, 2007, homebuilders and/or developers subdividing lots and/or constructing new single-family residential homes shall offer a xeriscape option in any series of landscaping options offered to prospective home buyers.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-216.2. Model homes.

Effective January 1, 2007, homebuilders and/or developers who construct one or more model homes for a designated subdivision shall have at least one model home per subdivision landscaped according to a xeriscape design.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-216.3. Zonal system.

In-ground irrigation systems installed on and after January 1, 2007, shall be zonal irrigation systems.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

~~Note(s)—Comment: This comment does not have force of law, but is provided here for informational purposes only. The Texas Property Code, Chapter 202, Section 202.001, et seq., entitled "Certain Restrictive Covenants," reflects a growing public interest in water conservation and its relationship to the public health, safety, and welfare.
—Texas Property Code, Chapter 202, Section 202.007, provides that a property owners association may not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from implementing certain efficient irrigation systems, including underground drip or other drip systems. Any dedicatory instrument provision, attempting to restrict a property owner from installing such efficient systems, is void. Therefore, such restrictions, running counter to certain conservation efforts, cannot be enforced. Texas Real Property Code, Sec. 202.007(b). Added by Acts 2003, 78th Legislature, chapter 1024, § 1, Effective, September 1, 2003.
As used within the Texas Property Code, "dedicatory instrument" means a governing instrument for the establishment, maintenance, and operation of a residential subdivision, planned unit development, condominium, townhouse regime, or any similar planned development. Texas Property Code, Sec. 202.007(1).
The Texas Property Code also allows that a property owners' association may restrict the type of turf used by a property owner in the planting of new turf [in the future] in order to encourage or require water conserving turf.
According to the Texas Property Code, property owners' associations may regulate, by dedicatory instrument or other legal means, installation of efficient irrigation systems, including establishing visibility limitations for aesthetic purposes.
NBU endorses and advocates the use of dedicatory instruments and other legal obligations among private parties which understandings may support and promote a culture of water conservation.~~

Created: 2025-12-06 10:28:2024-02-07 09:41:16 [EST]

(Supp. No. 3634, Update 1)

Sec. 130-217. Conservation provisions in wholesale water contracts.

Each wholesale potable water supply contract entered into by NBU after this division becomes effective, including contract extensions, must include:

- (1) A provision that the wholesale customer is required to conform to the city's water conservation ordinance set out as article IV, divisions 5, 6 and 7, as amended from time to time;
- (2) A provision that NBU may implement a pro rata curtailment of water deliveries to or diversions by wholesale water customers as provided by V.T.C.A., Administrative Code tit. 30, ch. 288;
- (3) A provision that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with V.T.C.A., Administrative Code tit. 30, ch. 288.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218. Variances.

The authority to grant a variance and an appeal from such variance to the provisions of this division 6 or division 7, is hereby delegated to NBU in the manner described herein. A determination by NBU pursuant to this section shall be deemed final for purposes of appeal. Appeal procedures are detailed below.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218.1. Variance.

A person who is affected by these provisions may seek a variance in the manner set out herein. A person shall request a variance within 30 days of the date a provision becomes ~~apparently~~ applicable to that person's activities and/or properties. For example, a person will have standing to seek a variance within 30 days following receipt of a formal (citation) or informal notice of violation; prior to a notice of violation; or at the discretion of the conservation coordinator when, in the coordinator's judgment, to deny standing to pursue a variance would clearly deny the applicant an opportunity to have justice and equity done for the applicant's case. In the latter situation, for purposes of justice and equity, the standard for allowing a variance application to be heard or considered are the common notions of rightness and fair play.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218.2. Time, date, place.

A person seeking a variance under these provisions shall make such request in writing to the conservation coordinator. Such request shall be reviewed by the conservation coordinator. If the application, on its face, warrants a variance, the coordinator may grant the request without hearing. Otherwise, the coordinator shall review such request within 30 days of receipt and shall inform the requestor in writing of the time, date and place for variance hearing if necessary.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218.3. Representation and notice of NBU's response; first hearing.

The requestor may be represented by a duly authorized representative and may introduce such evidence as the requestor believes to be relevant. The coordinator and appropriate NBU personnel shall hear the request. The requestor shall receive written notification by the coordinator within 30 days of the date of the hearing whether such variance is granted or denied.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218.4. Appeal.

In the event the variance is granted, the decision of the coordinator shall be final. Should the variance be denied, however, the requestor shall have ten days from receipt of the denial of the variance to seek an appeal in writing. Within 30 days of the written request for an appeal from the denial of a variance, a three member variance appeals panel composed of NBU customers appointed by and serving at the pleasure of the NBU board of trustees shall hear the appeal. The requestor shall be informed in writing of the time, date and place where such appeal shall be heard. The requestor and/or his authorized representatives may present evidence to the variance appeals panel why such appeal should be granted. The variance appeals panel shall inform the requestor within 30 days of the date of the hearing of the appeal whether the appeal has been granted or denied. The determination of the variance appeals panel shall be final and shall be in writing. If a judicial appeal is pursued, the applicant must take such appeal to district court or other court of competent jurisdiction within 30 days of the variance appeals panel's final determination, which further appeal shall be pursued under appropriate standards of the substantial evidence rule.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218.5. Variance qualifications.

Variances to the regulated activities in this division 6 or the drought management plan in division 7 may be issued by the conservation coordinator provided that the general intent of

the provisions of this division 6 or division 7 has been met, and strict compliance with this division 6 or division 7 is proven to be impracticable to accomplish and to cause unnecessary hardship. The criteria to determine hardship shall include, but not be limited to, a showing of level of capital outlay and technical complexity in relation to conservation benefit to be derived, and time and effort required to accomplish compliance with this article. [See also section 130-228 for additional variance qualifications.](#)

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218.6. Variance criteria.

The conservation coordinator shall also develop specific criteria to be used for [the](#) granting [of](#) variances from the provisions of division 6 or division 7 which are appropriate to the provision for which a variance is being sought. Such criteria shall be applied equally to each request for variance under a particular provision. A requestor shall be furnished with the criteria to be utilized by the coordinator prior to his/her variance application and/or appeal being heard.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-219. Enforcement.

- (a) *Violations.* It shall be a violation of this article for any person in the corporate limits of the city or its extra territorial jurisdiction or any person in the NBU CCN that receives water service from NBU to intentionally, knowingly, recklessly or criminally negligently allow or cause water waste, allow landscape watering outside the prescribed hours for sprinkling, or allow or cause any violation of any provision of this division or of the drought management plan. As a condition of service, all customers, including those whose service properties are located outside the city limits of the City of New Braunfels, are subject to chapter 130 of this Code.
- (b) *Continued violations.* At locations of repeated or continued violations of this division or of the drought management plan, the CEO of NBU shall have the authority to discontinue the supply of potable water to the registered meter holder or responsible person.
- (c) *Penalties; surcharges.*
 - (1) *Criminal.* Any person violating any provision of this article shall be guilty of an offense, and upon citation and conviction, shall be punished by a fine [of](#) not less than \$100.00 and not more than \$500.00 for the first offense; a fine [of](#) not less than \$200.00 and not more than \$500.00 for the second offense; a fine of not less than \$400.00 and not more than \$500.00 for the third and additional offenses. If the court determines the offense relates to public health or sanitation, the maximum fine is \$2,000.00, regardless of the number of offenses. Each violation of a particular section of this division or division 7 shall constitute a separate offense, and each day an offense

(Supp. No. [3634](#), Update 1)

Created: [2025-12-06-10:28:2024-02-07 09:41:16](#) [EST]

continues shall be considered a new violation for purposes of enforcing this article. ~~All fines collected under this section shall be remitted to NBU and used by NBU for the furtherance of water conservation programs and to help defray the cost of enforcement of this article.~~

- (2) *Civil.* Civil penalties, imposed by courts of competent jurisdiction in civil actions for violations of this article, may also be assessed as may be allowed by applicable state law in any amount to be authorized by the state. Under V.T.C.A., Local Government Code ch. 54, NBU and the office of the city attorney may presently pursue civil enforcement for injunctive relief and the imposition of up to \$1,000.00 per day civil penalties appropriately imposed by the court. This statutory remedy is in addition to the city's common law right to bring civil actions for injunctive relief to stop harmful acts, independent of authority found in the Texas Local Government Code.
- (3) *Surcharges.* Any person who violates the watering restriction provisions of this division or of the drought management plan will be held strictly liable and the ~~punishment~~consequence for such violation may include the imposition of ~~punitive~~ surcharges. NBU is authorized to assess one or more surcharges on the water bill of any person presumed to have been the one who violated this division or a provision of the drought management plan. In the event NBU determines a violation has occurred, the person assessed the ~~punitive~~ surcharge by NBU is prima facie presumed to have violated this division or the drought management plan for the purpose of assessment of surcharges. ~~Punitive surcharges~~Surcharges may be assessed as follows:

~~First violation in any 12-month period~~Warning

~~Second violation in any 12-month period~~\$25.00

~~Third violation in any 12-month period~~250.00

~~Fourth violation in any 12-month period~~500.00

<u>First violation in any 12-month period</u>	<u>Warning</u>
<u>Second violation in any 12-month period</u>	<u>\$25.00</u>
<u>Third violation in any 12-month period</u>	<u>\$250.00</u>
<u>Fourth violation in any 12-month period</u>	<u>\$500.00</u>

Non-payment of any assessed surcharge or repeated or continued violations of watering restrictions imposed by this article can result in termination of water service. A person who believes that a surcharge was unwarranted because either the violation did not occur or the violation was excused, may appeal the determination to the conservation coordinator and then to the variance appeals panel, whose decision on the matter is final.

- (4) *Use of Funds.* All surcharges and fines collected under this section shall be remitted to NBU and may be used by NBU to further water conservation programs, defray the cost of enforcement of this article, or for other lawful purposes.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2019-17, § I, 3-25-19)

Created: 2025-12-06 10:28:2024-02-07 09:41:16 [EST]

(Supp. No. ~~3634~~, Update 1)

Secs. 130-219.1—130-219.3. Reserved.

Sec. 130-219.4. Defenses.

- (a) It shall be a defense to prosecution or imposition of ~~punitive~~ surcharges that landscape watering was performed on any plant or seed planted in or transplanted to an area within such period of time as to accomplish a reasonable establishment and maintenance of growth, generally three weeks.
- (b) It shall be a defense to prosecution or imposition of ~~punitive~~ surcharges that landscape watering was performed by a commercial enterprise in the business of growing or maintaining plants for sale, such as plant nurseries; provided, however, that such landscape watering shall be performed solely for the establishment, growth, and maintenance of such plants and not wasted.
- (c) It shall be a defense to prosecution that the subject water was gray water, treated wastewater, recycled or reuse water, condensate water, or cooling tower blowdown.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-219.5. Conservation compliance officer.

- (a) A conservation compliance officer shall be appointed by NBU. The compliance officer shall be authorized to administer and enforce this article.
- (b) The compliance officer is authorized and directed to enforce all of the provisions of this article, and the compliance officer, upon presentation of proper credentials, may enter properties in accordance with section 130-210 at reasonable times for the purpose of making inspections or preventing violations of this article. This section shall not be construed as imposing upon NBU and/or the city (or any official or employee of either) any liability or responsibility for damages to any property by reason of the inspections authorized under this section.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

DIVISION 7. DROUGHT MANAGEMENT PLAN³

³Editor's note(s)—Ord. No. 2014-8, § I(Exh. A), adopted February 10, 2014, repealed and reenacted division 7 in its entirety to read as herein set out. Formerly, division 5 pertained to similar subject matter, and derived from Ord. No. 2008-50, § I, adopted July 28, 2008.

Sec. 130-220. Adoption of drought management plan, water use reduction measures, and aquifer stage conditions.

The drought management plan, including the water use reduction measures and associated aquifer stage conditions set out therein, is hereby adopted.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-220.1. Landscape watering.

It is the policy of the city to promote the efficient use of water without waste at all times on a year round basis. From and after June 1, 2019, [and subject to Section 130-224](#), landscape watering for residential and commercial properties will be limited to two days per week according to the street address as follows.

Last Number of Address	Watering Day
Even number (0,2,4,6,8)	Monday, Thursday
Odd number (1,3,5,7,9)	Tuesday, Friday
No address, more than one address associated with a single contiguous property	Monday, Friday

It is unlawful for any person to perform or permit landscape watering on any property within the city or its extraterritorial jurisdiction or areas covered by NBU's CCN between the hours of 10:00 a.m. and 8:00 p.m. on any day, except as expressly provided herein. Landscape watering is also restricted further during the times the drought management plan is in effect as provided herein.

(Ord. No. 2019-17, § I, 3-25-19)

Sec. 130-221. Basis of water use reduction measures and aquifer stage conditions.

The water use reduction measures may be based on the Edwards Aquifer water levels in Well AY-68-37-203 in San Antonio (also known as "Dodd Field Test Well" or "J-17") as set out in section 130-224, or on the discharge level of the Comal Springs, NBU water supply, or on aquifer water quality or other aquifer, potable water system capacity, or seasonal or weather conditions not based on water levels in J-17 (set out in section 130-226).

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2019-17, § I, 3-25-19)

Secs. 130-222. Reserved.

Editor's note(s)—Ord. No. 2019-17, § I, adopted March 25, 2019, repealed the former section 130-222 in its entirety, which pertained to the implementation of water use reduction

measures and stages, generally, and derived from Ord. No. 2014-8, § I(Exh. A), adopted February 10, 2014.

Sec. 130-223. Declaration of water use reduction stages in effect; notice by publication required.

- (a) The mayor of the city or his or her designee, in consultation with NBU, is hereby authorized to declare that water use reduction measures are in effect.
- (b) Notices of the implementation and termination of the water use reduction measures and each of the various stages, as appropriate, shall be publicly announced in the local media for a minimum of one day. The implementation or termination of the measures and each of the stages shall become effective immediately upon publication of the respective notice.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2015-52, § I(Exh. A), 10-12-15; Ord. No. 2019-17, § I, 3-25-19)

Sec. 130-224. "Trigger levels" for implementation and termination of water use reduction measures, stages ~~1, 1~~, 2, 3, 4, and ~~5~~ and water use reduction goals.

- (a) Implementation and termination of stages ~~1, 1~~, 2, 3, 4, and ~~5~~ of the water use reduction measures, based upon the J-17 Edwards Aquifer water levels as calculated and determined by the Edwards Aquifer Authority on a ten-day rolling average or the Comal Springs discharge, may occur according to this Section 130-224 and the following schedule:

Description	Stage 1	Stage 1 1	Stage 2 2	3	4	5
1. When the aquifer is at or below this level msl, based on a ten-day rolling average calculated and determined by the Edwards Aquifer Authority, or the discharge from the Comal Springs is at or below this cfs, whichever happens first, or as determined by section 130-221, the mayor of the city, in consultation with NBU, may officially declare the respective stage. <u>Edwards Aquifer Level</u> NBU shall coordinate water use reduction with customers in its service area. The city and NBU shall enforce the water use reduction provisions set out in section 130-225, for each stage.	660 msl 225 cfs	650 msl 200 cfs	640 msl 150 cfs	<u>630</u> <u>msl</u>	<u>625</u> <u>msl</u>	
2. When the aquifer subsequently rises above this level msl or the discharge from the Comal Springs rises above this cfs, whichever occurs last, NBU staff will monitor the consistency of the various levels and other conditions as set out in section 130-221 for a period of 15 calendar days, before consulting with the mayor of the city on whether to terminate the drought restrictions for that stage. <u>Comal Springs Flow Rate</u>	660 msl 225 cfs	650 msl 200 cfs	640 msl 150 cfs	<u>100</u> <u>cfs</u>	<u>45</u> <u>cfs</u>	

Deleted Cells

Inserted Cells

Inserted Cells

Inserted Cells

Created: 2025-12-06 10:28:2024-02-07 09:41:16 [EST]

(Supp. No. 3634, Update 1)

<u>Use Reduction Goal</u>	<u>7%</u>	<u>9%</u>	<u>11%</u>	<u>13%</u>	<u>15%</u>

(b) When the aquifer is at or below the ten-day rolling average indicated level msl, or the discharge from the Comal Springs is at or below the indicated cfs, whichever happens first, or as determined by section 130-221, the mayor of the city, in consultation with NBU, may officially declare the respective stage. NBU shall coordinate water use reduction with customers in its service area. The city and NBU shall enforce the water use reduction provisions set out in section 130-225

for each stage.

(c) When the aquifer subsequently rises above the ten-day rolling average indicated level msl or the discharge from the Comal Springs rises above the indicated cfs, whichever occurs last, NBU staff will monitor the consistency of the various levels and other conditions as set out in Section 130-221, before consulting with the mayor of the city on whether to terminate the drought restrictions for that stage.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2015-52, § I(Exh. A), 10-12-15; Ord. No. 2019-17, § I, 3-25-19)

Sec. 130-225. Designated landscape irrigation times and days (stages ~~I, II, III~~ 1, 2, 3, 4, 5).

During any period when stages ~~I, II, III~~ 1, 2, 3, 4, or ~~IV~~ 5 have been declared to be in effect, ~~irrigation~~ the following regulations apply:

(1) Irrigation with a hose-end sprinkler or irrigation system of existing landscape on any property (other than parks and athletic fields, the restrictions for which are set out in section 130-228) may occur only ~~on certain designated days and at certain times, as follows~~ one day per week on the day associated with the street address as indicated in the below table:

(1) ~~For stage I, landscape watering for residential and commercial properties will be limited to one day per week according to the street address as follows:~~

<u>Last Number of Address</u>	<u>Watering Day</u>
<u>0, 1</u>	<u>Monday</u>
<u>2, 3</u>	<u>Tuesday</u>
<u>4, 5</u>	<u>Wednesday</u>
<u>6, 7</u>	<u>Thursday</u>
<u>8, 9</u>	<u>Friday</u>

~~If there is no street address associated with the property, such as a parkway, or if there is more than one street address associated with a single contiguous property, the irrigation day is Wednesday.~~

(2) ~~For stage II, landscape watering for residential and commercial properties will be limited to one day per week, according to the street address as follows:~~

Last Number of Address	Watering Day
0, 1	Monday
2, 3	Tuesday
4, 5	Wednesday
6, 7	Thursday
8, 9	Friday

If there is no street address associated with the property, such as a parkway, or if there is more than one street address associated with a single contiguous property, the irrigation day is Wednesday.

- (3) For stage III, landscape watering for residential and commercial properties will be limited to one day per week every other week, beginning on the second Monday after the stage III has been declared according to the street address as follows:

Last Number of Address	Watering Day
0, 1	Monday
2, 3	Tuesday
4, 5 Property with no street address or with more than one street address associated with a single contiguous property	Wednesday
6, 7	Thursday
8, 9	Friday

If there is no street address associated with the property, such as a parkway, or if there is more than one street address associated with a single contiguous property, the irrigation day is Wednesday.

(4)

- (2) For stage I, #1, 2, 3, 4, and #5, the following associated irrigation methods apply: irrigation are permitted on the days specified: irrigation with a hose-end sprinkler or in-ground irrigation system.
- (3) For stage 1, landscape irrigation with a soaker hose (that does not send spray in the air), handheld hose, drip irrigation system, or using a bucket is allowed on the days specified any day at any time.
- (54) For stage I, 2, 3, 4, and 5, landscape irrigation with a soaker hose (that does not send spray in the air), handheld hose, drip irrigation system, or using a bucket is allowed on any day at any time during permissible watering times.
- (6) For stage II and III landscape irrigation with a soaker hose (that does not send spray in the air), handheld hose, drip irrigation system or bucket is allowed on any day.

Created: 2025-12-06 10:28:2024-02-07 09:41:17 [EST]

(Supp. No. 3634, Update 1)

Note: Vehicle washing at home is limited to designated landscape sprinkling watering days and times, as outlined in Section 130-220.1 or in Section 130-225., but use of a commercial facility is permitted any day for all drought stages.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2019-17, § I, 3-25-19)

Sec. 130-226. Implementation of additional water use reduction measures, ("aquifer risk").

- (a) Drought Conditions: Implementation of additional water use reduction measures, such as declaring stage ~~4~~ 4 or 5 in periods of exceptional drought conditions, need not be based solely on the trigger levels set forth in section 130-224 but may instead be based on consideration of aquifer water quality or on any other aquifer water supply, as impacted by seasonal or weather climatological or environmental conditions ~~not based on water levels in J-17.~~
- (b) Whenever aquifer Water Quality: Upon determination that water quality measures 30 percent TDS above historical average and above in any source within the maximum TDS value for any public NBU supply water well, the mayor of the city, in portfolio fails to meet established standards or poses a risk to public health or environmental integrity, NBU, with consultation with NBU of the mayor, shall declare additional implement mandatory water use reduction measures to ensure the sustainability and safety of the water supply.
- (c) Water Supply Availability: Water use reduction measures to protect the aquifer and shall be implemented by consider water supply availability to ensure the city council sustainable management of resources. Such measures may include, but are not limited to, reservoir levels, groundwater table measurements, streamflow rates, and regional drought and climatological conditions in the area the specific water supply is located
- (d) Infrastructure Issues: Operational issues with local water supply infrastructure that threaten availability or distribution will be subject to implementation of emergency water use reduction measures as necessary. NBU determines, with the consultation of the mayor. This may be applicable to specific areas or specific customer groups within the NBU infrastructure.
- (e) Other Considerations: Regardless of consideration of aquifer quality, whenever the mayor of the city in consultation with NBU may determine that the NBU water supply, or other aquifer, seasonal, or weather conditions not based on water levels in J-17 any specific water supply warrant, the mayor may also impose additional restrictions for all water uses. _

~~(Ord. No. 2014-8, § I(Exh. A), 2-10-14)~~

Sec. 130-227. Termination of water use reduction measures, stages.

The mayor of the city, in consultation with NBU, may declare the termination of water use reduction measures and stages as scheduled in section 130-224. Notice of the termination of

the water use reduction measures and each of its various stages, as appropriate, shall be publicly announced in local media for a minimum of one day. Termination of the measures and each of its stages shall become effective immediately upon publication of the respective notice. (Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-228. ~~Specific water use reduction measures~~ Requirements for Designated Water-Use Activities.

Specific water use reduction measures, their corresponding stages and scope are set out in the table, below:

Measures for	Stages	Scope of Restrictions
Essential Services	I, II, III <u>Year Round</u>	Fire-fighting and medical uses — no restrictions.
	I <u>1</u>	Reduction in fire hydrant; sewer line flushing recommended.
	II, III <u>2, 3, 4, 5</u>	Hydrant flushing and sewer line flushing — only on emergency basis.
Water Purveyor Use	I, II, III <u>Year Round</u>	Water purveyors are encouraged to implement voluntary measures, such as improving leak detection surveys and repair programs and stabilizing and equalizing system pressure.
Power Production	I, II, III	Water used for power production shall be voluntarily reduced.
Agricultural	I <u>1</u>	Reduction of water use by any means available is encouraged.
	II, III <u>2, 3</u>	The escape of irrigation tail water, as that term is commonly used in the agricultural community, is prohibited. Water loss through percolation in transmission canals is prohibited.
	III <u>4, 5</u>	Additional reductions may be imposed by the city council if conditions warrant.
Livestock Use	I, II, III <u>Year Round</u>	Reduction of water use by any means available is encouraged.
Industrial, Commercial, and Other	I, II, III <u>1, 2, 3, 4, 5</u>	Reduction of water use by any means available is encouraged. Compliance with the mandatory demand reduction measures is required for those uses in the outdoor category, including landscape watering, swimming pools, hot tubs and similar facilities, golf courses, aesthetic uses such as

		fountains; such restrictions specifically include industrial users, as well as all others. Use of gray water, treated wastewater or reuse water is a defense to prosecution.
	III	Additional reductions may be imposed by the mayor if conditions warrant. Use of treated wastewater or recycled water is a defense to prosecution.
Restaurants, or other Eating Establishments	Year Round	NBU strongly encourages that water be served to guests only upon request.
Household	I, II, III Year Round	Reduction of water use by any means available is encouraged. Compliance with the mandatory demand reduction measures shall be achieved for those uses in the outdoor category, such as landscape watering, swimming pools, hot tubs, and similar facilities.
Swimming Pools, Hot Tubs, etc.	I, II, III Year Round	NBU strongly encourages that all swimming pools, other than public swimming pools, be covered with an effective evaporation cover or screen or evaporation shields covering at least 25 percent of the surface of the pool when the pool is not in active use. Active use includes necessary maintenance that requires removal of the cover, screen, or shields. Active use of public, commercial and apartment pools is whenever the pool is not officially closed.
Replenishing Pool, Hot Tubs, etc. water levels	I, II, III Year Round	Replenishing to maintenance level permitted within watering hours.
New Pools, Filling New Pools, Hot Tubs etc.	I, II, III Year Round	Construction, installation, and filling of new pools will be allowed.
Draining Pools, Hot Tubs, etc.	I, II, III Year Round	Draining permitted only onto pervious surface, or onto pool deck where the water is transmitted directly to a previous surface, only if: 1. Draining excess water from pool due to rain in order to lower water to maintenance level; 2. Repairing, maintaining or replacing pool component that has become hazardous; or 3. Repairing pool leak 4. Refilling of public swimming pool permitted only if pool has been drained for the repairs, maintenance or replacement set out in items 2 or 3 above. It is prohibited to drain swimming pools

Created: 2025-12-06 10:28:2024-02-07 09:41:17 [EST]

(Supp. No. 3634, Update 1)

		into the street, alley, gutter or other public right-of-way, ditch, or storm water drainage system or facility. It is considered water waste to drain a pool and allow the water to leave the property in which the pool is located.
Aesthetics (fountains, waterfalls, etc.)	I, II, III 1-5	Outside prohibited. The 100 percent use of treated wastewater, condensate, or cooling tower blow down is defense to prosecution under this paragraph. Alternate on-site reclaimed sources may be approved through variance on a case-by-case basis. If 100 percent use of gray water, treated wastewater or reuse water, condensate water, cooling tower blow down will be used, signs identifying this property as using recycled or reclaimed water source must be posted on site at a location for the general public view.
Ornamental lakes and ponds, etc.	I, II, III 1-5	Re-filling of A user seeking to introduce aquatic life to an ornamental lakespond or ponds is prohibited; except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed within the water feature prior to declaration of a lake while drought response level under this article. A user stages 1 - 5 are in effect may file, in writing, with NBU a request for an aquatic life variance; if the introduction of the aquatic life will require the user to refill the ornamental pond or lake during the drought stages. The request must include: (1) a statement indicating any compelling reasons why the users aquatic life qualifies as significant value; and (2) the amount of time the user proposes to introduce aquatic life have been present in to the said ornamental pond or lake/pond while drought stages are in effect; and (3) a management plan for the aquatic life.
Foundation Watering	I, II, III Year Round	Foundations may be watered up to two hours on any day, during watering times, by handheld hose; or using a soaker hose or drip system placed within 24 inches of the foundation that

Created: 2025-12-06 10:28:20 2024-02-07 09:41:17 [EST]

(Supp. No. [3634](#), Update 1)

		does not produce a spray of water above the ground.
Other Outdoor Uses	I, II, III Year Round	Waste is prohibited. No person may allow irrigation tail water to escape from that person's land. Non-commercial washing of vehicles and mobile equipment (e.g., washing vehicle at a residence) is permitted only on assigned residential landscape sprinkling watering days and times (see section 130-225) with hand-held hose (with automatic shut-off nozzle) or bucket of five gallons or less, but is prohibited between the hours of 10:00 a.m. and 8:00 p.m. every day. Use of commercial vehicle wash facility permitted any day. Citizens are encouraged to wash their cars no more than twice a month. Use of gray water, treated wastewater or recycled water is a defense to prosecution.
Pressure Washing	I, II, III Year Round	Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces is prohibited except in emergencies to remove spills of hazardous materials or to eliminate dangerous conditions which threaten the public health, safety, or welfare. Washing buildings, houses or structures with a pressure washer or garden hose is prohibited for aesthetic purposes but allowable for surface preparation of maintenance work to be performed. A variance from NBU must be obtained for any pressure washing performed during drought stage.
Landscape Irrigation: Established Plants	I-1	Landscape watering using sprinkler or irrigation systems is permitted only on designated landscape watering days and times (see section 130-225). The use of gray water, treated wastewater or reuse water is a defense to prosecution. Voluntary irrigation system audits are encouraged. A user may file, in writing, with NBU a request for an exception to the designated days and times. The request must include: (1) a statement indicating compelling reasons why the user is unable to meet the specific designated watering times and days; and (2) a water

Created: [2025-12-06 10:28:2024-02-07 09:41:17](#) [EST]

(Supp. No. [3634](#), Update 1)

		conservation plan. The water conservation plan must also include proof of irrigation efficiency of 60 percent or greater and demonstrate specific measures to be taken to reduce consumption to meet the use reduction goal established for stage 4.1 specified in Section 130-224(a) . NBU may, on a case by case basis, waive the requirements for irrigation efficiency and/or submission of a water conservation plan. Upon the approval of the water conservation plan as set forth herein, the user may be granted an exception.
	II, III 2, 3, 4, 5	Landscape watering using sprinklers or irrigation systems is permitted only on designated landscape watering days and times (see section 130-225). The use of gray water, treated wastewater or reuse water is a defense to prosecution. Voluntary irrigation system audits are encouraged. A user may file, in writing, with NBU a request for an exception to the designated days and times. The request must include: (1) a statement indicating compelling reasons why the user is unable to meet the specific designated watering times and days; and (2) a water conservation plan. The water conservation plan must also include proof of irrigation efficiency of 60 percent or greater and demonstrate specific measures to be taken to reduce consumption to meet the use reduction goal established for stage 4.2, 3, 4, or III.5 specified in Section 130-224(a) . NBU may, on a case by case basis, waive the requirements for irrigation efficiency and/or submission of a water conservation plan. Upon the approval of the water conservation plan as set forth herein, the user may be granted an exception.
Landscape Irrigation: New Landscaping Plants	4.1	Landscape watering permitted with variance confirmation letter to maintain adequate growth until established, generally three weeks. Prior to installation, property owners should submit by mail, facsimile, or e-mail to the NBU Conservation Coordinator conservation coordinator their name, address where the new

Created: 2025-12-06 10:28:2024-02-07 09:41:17 [EST]

(Supp. No. [3634](#), Update 1)

		landscape is to be installed, receipt reflecting the type of landscaping installed, and the date of installation in order to receive a confirmation letter from NBU. Thereafter, landscape watering using sprinkler or irrigation systems for landscaping plants is permitted only on designated landscape watering days and times (see subsections 130-225(a) and (d))). Watering with hand-held hose, soaker hose (but not one that sprays water in the air), bucketof five gallons or less, or drip irrigation system is permitted at any time. The use of gray water, treated wastewater or reuse water is a defense to prosecution.
	<u>#2</u>	New landscape installation restricted: during stage <u>#2</u> drought restrictions, variance requests must be approved prior to new landscape installation. Prior to installation, property owners should submit by mail, facsimile, or e-mail to the NBU Conservation Coordinator<u>conservation coordinator</u> their name and address where the new landscape is to be installed, receipt reflecting the type of landscaping installed, and the date of installation in order to receive a confirmation letter from NBU. Thereafter, landscape watering using sprinkler or irrigation systems for landscaping plants is permitted only on designated landscape watering days and times (see subsections 130-225(a) and (d))). Watering with hand-held hose, soaker hose (but not one that sprays water in the air), bucketof five gallons or less, or drip irrigation system is permitted at any time, but only until adequate growth is established as set out in NBU's confirmation letter. Use of gray water, treated wastewater or reused water is a defense to prosecution. Voluntary irrigation system audits <u>are</u> encouraged. Once <u>a</u> variance letter has been received, landscape watering <u>is</u> permitted7 to maintain

		adequate growth until established, generally three weeks.
	## 3, 4, 5	New landscape installation restricted: during stage ##3, 4, and 5 drought restrictions variancesvariance requests must be approved prior to new landscape installation. Installation of new landscapes is permitted only if not more than 50 percent of the available landscape area for residential properties or 25 percent of the available landscape area or commercial properties is planted with turf and if proper horticultural practices, as established by a credible and appropriate source, such as the Texas A&M AgriLife Extension Service, are followed, including use of mulch and zonal irrigation systems if a permanent irrigation system is installed. The remaining landscape area must comply with the City of New Braunfels Code of Ordinances pertaining to ground cover. A user may file with NBU a request to install more than 50 percent turf for residential properties, or more than 25 percent for commercial properties. The request must include: (1) a statement or plan describing the landscaping plan; and (2) a statement indicating how the landscaping plan will achieve the goals of this chapter. Upon the approval of the alternate landscaping plan as set forth herein, the user may be granted an exception. Landscape renovation is allowed only if proper horticultural practices, as established by a credible and appropriate source, such as the Texas A&M AgriLife Extension Service, are followed, including use of mulch. Additionally, if the newly renovated landscaped area is watered with an irrigation system, then a zonal irrigation system must be installed. Prior to installation, property owners should submit by mail, facsimile, or e-mail to the NBU Conservation Coordinator their name, address where the new landscape is to be installed, receipt reflecting the type of landscaping

Created: 2025-12-06 10:28:2024-02-07 09:41:17 [EST]

(Supp. No. ~~36~~34, Update 1)

		installed, and the date of installation in order to receive a confirmation letter from NBU. Thereafter, landscape watering using sprinkler or irrigation systems for landscaping plants is permitted only on designated landscape watering days and times (see subsectionssubsection 130-225(a) and (d)). Watering with hand-held hose, soaker hose (but not one that sprays water in the air), bucket of five gallons or less, or drip irrigation system is permitted at any time, but only until adequate growth is established as set out in NBU's confirmation letter. Use of gray water, treated wastewater or reused water is a defense to prosecution. Voluntary irrigation system audits are encouraged. Once a variance letter has been received, landscape watering is permitted, to maintain adequate growth until established, generally three weeks.
Parks/Athletic Fields	I, II, III 1, 2, 3, 4, 5	Park and athletic field owner/operators shall be required to submit a water conservation plan and shall be defined as "conforming" or "non-conforming". An athletic field or park will be deemed "conforming" if there is a CCIS in place and the owner/operator is utilizing the system to achieve maximum conservation and the goals of this division. Conforming facilities should have a conservation plan approved and on file with NBU. A park or athletic field that is not conforming is deemed "non-conforming" for the purposes of this division. Owners/operators of athletic fields or parks shall reduce water usage under the following terms:
Parks/Athletic Fields	I, II, III 1, 2, 3, 4, 5	Use of gray water, treated wastewater or recycled water is a defense to prosecution.
Parks/Athletic Fields	I 1	A. A conforming park/athletic fields shall implement a ten percent reduction in the replacement of daily evapotranspiration rate ("ET rate") or daily soil-holding capacity, achieved by use of an existing and properly operating CCIS (as defined) capable of achieving such water conservation goals.

Created: ~~2025-12-06-10:20:2024-02-07 09:41:17~~ [EST]

(Supp. No. ~~3634~~, Update 1)

		B. A non-conforming park/athletic fields shall not use more than 1.8 times the base usage for a park/athletic field not equipped with a CCIS. If not separately metered an irrigation audit showing precipitation rates and run times along with a conservation plan shall be submitted and approved by NBU for the purpose of establishing acceptable irrigation run times and days as approved by NBU.
	42	A. A conforming park/athletic field shall implement a 20 percent reduction in replacement of daily ET rate or daily soil holding capacity, achieved by use of an existing and properly operating CCIS (as defined) capable of achieving such water conservation goals.
		B. A non-conforming park/athletic field shall not use more than 1.6 times the base usage for a park/athletic field not equipped with a CCIS. If not separately metered an irrigation audit showing precipitation rates and run times along with a conservation plan shall be submitted and approved by NBU for the purpose of establishing acceptable irrigation run times and days as approved by NBU.
	43, 4, 5	A. A conforming park/athletic field shall implement a 30 percent reduction in replacement of daily ET rate or daily soil holding capacity, achieved by use of an existing and properly operating CCIS (as defined) capable of achieving such water conservation goals.
		B. A non-conforming park/athletic field shall not use more than 1.4 times the base usage for a park/athletic field not equipped with a CCIS. If not separately metered an irrigation audit showing precipitation rates and run times along with a conservation plan shall be submitted and approved by NBU for the purpose of establishing acceptable irrigation run times and days as approved by NBU.
Construction	I, II, III Year Round	Construction operations receiving water from a construction meter, fire hydrant meter or water truck shall not use water unnecessarily for any

Created: 2025-12-06 10:28:2024-02-07 09:41:17 [EST]

(Supp. No. [3634](#), Update 1)

		purpose other than those required by regulatory agencies. Construction projects requiring watering for new landscaping materials shall adhere to the designated irrigation requirements set forth herein.
Hotels, Motels, Bed and Breakfasts	1, ## 1, 2, 3, 4, 5	Hotels, motels and B&B's must offer and clearly notify guests of a "no linen/towel change" program.
	## 3, 4, 5	Hotels, motels, B&B's must limit linen/towel changes to once every three nights or for the entire stay, whichever is shorter, except for health and safety.
Leaks	Year Round	Repair all water leaks within 72 hours of notification from NBU unless other arrangements are made with the conservation coordinator.
	1, ## 1, 2	Repair all leaks within 48 hours of notification from NBU unless other arrangements are made with the conservation coordinator.
	## 3, 4, 5	Repair all water leaks within 24 hours of notification from NBU unless other arrangements are made with the conservation coordinator.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2023-31, § 2, 4-24-23)

Secs. 130-229, 130-230. Reserved.

*DIVISION 5. WATER CONSERVATION AND CRITICAL PERIOD MANAGEMENT
PLAN—GENERALLY*

Sec. 130-206. Definitions.

Air conditioning system(s) means a mechanical system generally consisting of a compressor, thermostat and duct work permanently installed in a building for the purpose of controlling humidity and temperature. For the purposes of this article, an air conditioning system does not include window units.

Aesthetic use means the use of water for outdoor fountains, waterfalls, and landscape lakes, ponds, or other water related features where such use is entirely ornamental and serves no other functional purpose.

Agricultural irrigation means irrigation for the purpose of growing crops commercially for human consumption or to use as feed for livestock or poultry.

Athletic field means a sports playing field, the essential feature of which is turf grass, used primarily for organized sports for schools, professional sports, or organized league play.

Automatic irrigation controller means a device that automatically activates and deactivates an irrigation system at times selected by the operator.

Base usage means the average monthly total water usage for the three lowest months of November and December and the following January and February during each of the three consecutive 12-month periods preceding the commencement of the user's use of water.

Beneficial use means the amount of water that is economically necessary for a purpose not otherwise prohibited by the city, state or federal law or regulation, when reasonable intelligence and reasonable diligence is used in applying water for that purpose.

Blowdown meter means a meter that tracks the amount of water discharged from a cooling tower system.

Bucket means a bucket or other container holding five gallons or less, used singly by one person.

CEO means the chief executive officer of NBU or designee.

Certificate of convenience and necessity (CCN) means the service area of NBU as granted by the TCEQ. Also referred to as the certified service area.

Cfs means cubic feet per second.

Commercial dining facility means a business that serves prepared food and beverages to be consumed on the premises.

Computer controlled irrigation system (CCIS) means a system comprised of a computer controller (digital operating system), software, interface modules, satellite field controllers, soil sensors, weather station, or similar devices which is capable of achieving maximum efficiency and conservation in the application of water for irrigation. A CCIS, at a minimum, should be designed to:

- (1) Prevent overwatering, flooding, pooling, evaporation and run-off; and
- (2) Prohibit sprinkler heads from applying water at an intake rate exceeding the capability of the soil.

Conductivity controller means a device used to measure the conductivity of total dissolved solids in the water of a cooling system and control the discharge of water in order to maintain efficiency.

Conservation compliance officer or compliance officer means the person acting in the position of conservation compliance officer.

Conservation coordinator or coordinator means the person acting in the position of conservation coordinator of New Braunfels Utilities.

Cooling tower means an open water recirculation device that uses fans or natural draft to draw or force air to contact and cool water through the evaporative process.

Day means a 24-hour period beginning at midnight.

Drip irrigation means an irrigation system (drip, porous pipe, etc.) designed to emit water at low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

Drought means any condition, whether man-made or natural, where the available water supply or resources are not meeting the water demand, or if the water supply or resources are being depleted at a faster rate than they are being replenished. It is not intended to be limited to any meteorological definition of the term.

Drought management plan means the plan for management of the aquifer described and set out in division 7, as amended from time to time.

EAA means Edwards Aquifer Authority.

Edwards Aquifer or aquifer means that portion of an arcuate belt of porous, water-bearing, predominately carbonate rocks known as the Edwards and Associated Limestones in the Balcones Fault Zone extending from west to east to northeast from the hydrologic division near Brackettville in Kinney County that separates underground flow toward the Comal Springs and San Marcos Springs from underground flow to the Rio Grande Basin through Uvalde, Medina, Atascosa, Bexar, Guadalupe and Comal counties, and in Hays County south of the hydrologic division near Kyle that separates flow toward the San Marcos River from flow to the Colorado River Basin.

Essential use means a use of water which is:

-
- (1) Essential to the protection of public health, safety, or welfare, including but not limited to use for drinking, food preparation, personal hygiene, public sanitation, control or prevention of disease and firefighting;
 - (2) Essential to an industrial use or agricultural or military activity which directly supports gainful employment, unless the use is specifically defined in this article as a discretionary use;
 - (3) Watering of livestock.

Evapotranspiration rate (ET rate) means the rate which the combination of evaporation from soil surface and transpiration from vegetation will occur for specific climatic conditions.

Existing landscaping plant means a landscaping plant existing after such period of time as to accomplish an establishment and maintenance of growth.

Golf course means an irrigated and landscaped playing area made up of greens, tees, fairways and roughs and related areas used for the playing of golf.

Gray water means water after use in bath and utility sinks, tubs, showers and washing machines.

Hand-held hose means a hose attended by one person, fitted with a manual or automatic shutoff nozzle.

Health care facility means any hospital, clinic, nursing home or other health care or medical research facility.

Hose-end sprinkler means a sprinkler that applies water to landscape plants that is piped through a flexible, movable hose.

Household use means the use of water, other than uses in the outdoor category, for personal needs or for household purposes, such as drinking, bathing, heating, cooking, sanitation or cleaning, whether the use occurs in a residence or in a commercial or industrial facility.

Impervious surface area means any structure or any street, driveway, sidewalk, patio or other surface area covered with asphalt, concrete, brick, paving, tile or other material preventing water to penetrate the ground.

Industrial use means the use of water for or in connection with commercial or industrial activities, including manufacturing, bottling, brewing, food processing, scientific research and technology, recycling, production of concrete, asphalt, and cement, commercial uses of water for tourism, entertainment, and hotel or motel lodging, generation of power other than hydroelectric, and other business activities.

Irrigation system, also referred to as an in-ground or permanent irrigation system, being a system with fixed pipes and emitters or heads that apply water to landscape plants or turfgrass.

Irrigation system analysis means a zone-by-zone analysis of an irrigation system that, at a minimum, includes a review of the following elements:

- (1) Design appropriateness for current landscape requirements;
- (2) Irrigation spray heads and valves;
- (3) Precipitation rates expressed in inches per hour; and
- (4) Annual maintenance plan that includes irrigation system maintenance, landscape maintenance, and a basic summer and winter irrigation scheduling plan.

Landscape renovation means the removal and replacement of existing landscape plants with new landscape plants.

Landscape watering means the application of water to grow or maintain landscaping plants, such as flowers, ground covers, turf or grasses (other than golf courses or athletic fields), shrubs, and trees, but for purposes of this article does not include:

- (1) Essential use without waste of water by a commercial nursery to the extent the water is used for production rather than decorative landscaping;
- (2) Application of water without waste to a noncommercial family garden or orchard the produce of which is for household consumption only; and
- (3) Except when stages 2, 3, 4, and 5 of the drought management plan are in effect, application of water at any time on any day by means of a bucket, hand-held hose, soaker hose (but not one that sprays water in the air), or properly installed drip irrigation system.

Landscaping plant means any member of the kingdom plantae, including any tree, shrub, vine, herb, flower, succulent, groundcover or grass species that grows or has been planted out-of-doors.

Large property means a land tract owned by a general customer that equals or exceeds five acres in size and has an irrigation system.

Livestock means cattle, sheep, goats, hogs, poultry, horses, and game, domestic, exotic and other animals and birds, including zoo animals, used for commercial or personal purposes.

Livestock use means the use of water for drinking by or washing of livestock.

Low-flow toilet means a tank toilet that is designed to use 1.6 gallons or less of water per flush.

Make-up meter means a meter that measures the amount of water entering a cooling tower system.

Maintenance level means the level of water in a swimming pool required for proper circulation for operation of filter equipment for the swimming pool.

Master valve means a remote control valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.

msl means elevation above mean sea level.

Mulch means any material such as bark, leaves, straw or other materials left loose and applied to the soil surface to reduce evaporation.

NBU means New Braunfels Utilities.

New landscaping plant means any plant or seed planted in or transplanted to an area within such period of time as to accomplish a reasonable establishment and maintenance of growth. Application of grass seed to an existing stand of grass or turf is not considered new landscaping.

NPDES/TPDES permit holders means those entities that have valid state or federal permits commonly referred to as NPDES or TPDES (National Pollutant Discharge Elimination System/Texas Pollutant Discharge Elimination System) permits to satisfy requirements of the federal Clean Water Act.

Organic material means organic substances in differing stages of decay.

Other outdoor use means the use of water outdoors for the maintenance, cleaning and washing of structures and mobile equipment, including automobiles and boats, or the washing of streets, driveways, sidewalks, patios and other similar areas.

Park means a tract of land maintained by a city, private organization, or individual, as a place of beauty or of public recreation.

Person means any individual, corporation (including a government corporation), organization, state or federal governmental subdivision or agency, political subdivision of a state, interstate agency or body, business, trust, partnership, limited partnership, association, firm, company, joint stock company, joint venture, commission or any other legal entity.

Pervious hardscape means patios, pathways and other areas where firm footing is desired, constructed in such a way that allows for water to penetrate the ground. Examples include flagstone set in sand and wood plank decks, but exclude concrete slab patios and sidewalks or pavers set with mortar.

Pervious surface means any ground surface which can absorb water or other liquids.

Positive shut-off means a valve that is held in a closed position by system pressure until overridden by an outside force.

Power wash means a machine that uses water or a water-based product applied at high pressure to clean impervious surfaces.

Precipitation rate means the speed at which a sprinkler or irrigation system applies water. Precipitation rates are measured in inches per hour or inches per minute.

Prescribed hours for sprinkling means between the hours of 8:00 p.m. and 10:00 a.m. when the drought management plan is not in effect, and during the hours specified therein when the drought management plan is in effect.

Private residential swimming pool. See "Swimming pool."

Property address means the street address of a property, unless multiple street addresses are served by a single meter, in which case the billing address will be used.

Public facilities means municipally-owned or operated facilities.

Public swimming pool. See "Swimming pool."

Rain sensor means a device designed to stop the flow of water to an automatic irrigation system when rainfall has been detected.

Recycled or reuse water means domestic or municipal wastewater which has been treated to a quality suitable for a beneficial use in accordance with applicable law.

Requestor means a customer who requests a variance under this article.

Residential customer means a single or multi-family dwelling unit containing two or fewer family units.

Responsible person means a natural person or legal entity who causes, maintains or allows a violation(s) of the city code to occur or continue by action or failure to act. A responsible person includes, but is not limited to, the owner, tenant, co-tenant, lessee, sub-lessee or other person with any right to possession of the property where a city code violation that is related to the use or condition of property occurs, the on-site manager who normally works daily at the site when the business is open and is responsible for the activities at such premises, and the owner, and general partners of a legal entity. There may be more than one responsible person for a violation.

Soaker hose means plastic or flexible hose that emits water across the entire length based on water pressure, and connects directly to a flexible hose or spigot.

Soil holding capacity means the amount of moisture in the soil that can occur without becoming saturated.

Sprinkler means an emitter that applies water to the landscape plants in a stream that travels through the air. Sprinkler irrigation can be applied by an irrigation system or hose-end sprayer or a soaker hose that sprays water in the air.

Swimming pool means any structure, basin, chamber, or tank, including hot tubs, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two feet or more at any point.

- (1) *Private residential swimming pool.* Any swimming pool located on private property under the control of the homeowner, the use of which is limited to swimming or bathing by the homeowner's family or invited guests.

-
- (2) *Public swimming pool.* Any swimming pool, other than a private residential swimming pool, intended to be used collectively by persons for swimming or bathing, operated by any person as defined herein, whether owner, lessee, operator, licensee, or concessionaire, regardless of whether a fee is charged for such use. The term includes, but is not limited to, apartment community pools, condominium association pools and community association pools.

TCEQ means the Texas Commission on Environmental Quality.

TDS means total dissolved solids.

Trigger level means the mean sea level of the Edwards Aquifer as indicated by the J-17 index well and/or the discharge from the Comal Springs according to the USGS log in cubic feet per second (cfs) that result in the implementation or termination of water use reduction measures.

Turf means a surface layer of earth containing mowed grass with roots.

Turfgrass means perennial ground cover plants and grasses that are adapted to regular mowing and traffic through management.

Vacuum system means a system, often consisting of a pump, chamber, and tubes, that is used to create a vacuum for any of a variety of purposes, including but not limited to medical, dental and industrial applications.

Vegetable garden means any "non-commercial" vegetable garden planted primarily for household use; "non-commercial" includes incidental direct selling of produce from such a vegetable garden to the public.

Vehicle wash facility means a permanently-located business that washes vehicles with water or water based product, including but not limited to self-service car washes, full-service car washes, roll-over/in-bay style car washes, and fleet maintenance wash facilities.

Vehicle wash fundraiser means any special-purpose vehicle wash event for which a fee is charged or donation accepted.

Water includes, but is not limited to potable water supplied by NBU or other water purveyor, potable water withdrawn from their groundwater well, surface water from any river, creek, natural watercourse, pond, lake or reservoir, and recycled water supplied by NBU or other water purveyor.

Water waste means use of water without obtaining maximum beneficial use thereof, to include but not be limited to:

- (1) Causing, suffering, or permitting a flow of water used for landscape watering to run into any river, creek or other natural water course or drain, superficial or underground channel, bayou, or unto any sanitary or storm sewer, any street, road or highway or other impervious surface area, or upon the lands of another person or upon public lands.

-
- (2) Any discharge of water used for commercial, industrial, or domestic purposes to any storm, sanitary sewer, or septic system without the user first having obtained maximum beneficial use thereof.
 - (3) Failure by any responsible person, to repair any controllable leak on property. See also section 130-228 for additional information on leaks.
 - (4) Watering landscaped areas during rain or high wind.
 - (5) Washing outdoor impervious surfaces, with a pressure washer or garden hose, such as sidewalks, driveways and patios during drought stage, except to remove spills of hazardous materials, eliminate dangerous conditions which threaten the public health, safety, or welfare, or to prepare surface for maintenance work.
 - (6) Washing buildings, houses or structures with a pressure washer or garden hose for aesthetic purposes during a drought stage.
 - (7) Washing vehicles with a hose that lacks an automatic shut-off valve.

Water conservation plan means the water conservation plan required as part of the drought management plan referred to in division 7 must include proof of irrigation efficiency of 60 percent or greater and demonstrate specific measures to be taken to reduce consumption to meet the reduction goal established for each stage 1, 2, 3, 4, and 5 in Section 130-224(a). A plan should also include precipitation rates and irrigation schedules with run times. NBU may, on a case by case basis, waive the requirements for irrigation efficiency and/or submission of a water conservation plan.

Water flow restrictor means an orifice or other device through which water passes at a restricted rate.

Water purveyor use means water used for withdrawal, treatment, remediation, transmission and distribution by a potable water purveyor.

Watering day means a day designated for landscape watering in this article. Thus, if it is stage 1 and Wednesday is a designated watering day, the period of time referenced is Wednesday morning between midnight to 10:00 a.m., and Wednesday evening between 8:00 p.m. and 11:59 p.m.

Xeriscape means a landscape consisting of a maximum of 50 percent turf grass, with the remaining percentage of landscape incorporating low water use plants and/or pervious hardscape. The approved low water use plant list, as may be amended from time to time, shall be available from NBU and located at NBU and at www.nbutexas.com.

Zonal irrigation system means an irrigation system that segregates by station areas of shrubs, ground cover, bedding plants, and turf to accommodate a diversity of watering requirements.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-207. Nuisance declared.

The violation of any part of division 6 and 7 is deemed a nuisance which may be abated and enjoined by the city. Any person creating a public nuisance shall be subject to the provisions of this Code and other applicable law governing such nuisances, including reimbursing NBU or the city for any costs incurred in removing, abating or remedying such nuisance. The owner of any property where such nuisance has occurred shall be liable to the city and/or NBU for the cost of such abatement, removal or remediation, and shall pay such cost on demand, and the city acting for itself and/or NBU shall have the right to file a lien on the property to secure payment of the cost of such abatement, removal or remediation of the nuisance.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-208. Presumption and exception.

For purposes of this article, it shall be presumed that the person in whose name a water and/or electric meter connection is registered with NBU, or other purveyor servicing the property, is the responsible person who has made, caused, allowed or permitted a violation of the provisions of this article.

Proof that the particular premises had a water and/or electric meter connection registered in the name of the defendant cited in a criminal or civil complaint filed pursuant to this article shall constitute a prima facie presumption that the defendant is a person who made, caused, allowed or permitted a violation pursuant to the provisions of this article.

An exception to these presumptions can be granted if:

- (1) The meter holder can prove that another party is the responsible person.
- (2) exception to this presumption is found in subsection 130-214.2, wherein the city, whose premises are used by a tenant/lessee, is generally not responsible for the tenant/lessee's compliance. In such cases, the tenant/lessee of the city is responsible for compliance, and the city shall have no duty to enforce against the tenant/lessee except to the extent the city's municipal courts may be fully utilized by the NBU enforcement officers or other duly authorized governmental personnel charged with enforcement duties.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-209. Authorization to enforce.

The CEO of NBU or his or her designee and/or the city is authorized and directed to commence any action, in law or in equity, including the filing of criminal charges deemed necessary for the purpose of enforcing this article. As a condition of service, all customers,

including those whose service properties are located outside the city limits of the City of New Braunfels, are subject to chapter 130 of this Code. The CEO of NBU or the designee and/or the city may seek civil penalties or impose surcharges as may be allowed by statute and this article and any other legal or equitable relief available under common law or this article, under V.T.C.A., Local Government Code ch. 54 as it may be amended to address the subject matter of this article, or any other applicable city, state or federal code, ordinance, statute, rule or regulation.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2019-17, § I, 3-25-19)

Sec. 130-210. Access to premises.

The city and NBU and all persons or agents employed by either shall, at all reasonable hours, have free access to properties to ascertain if water is being wasted and whether provisions of this article have been and are being complied with in all aspects; however, this section does not authorize entry into a residence without consent of the owner or occupant.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-211. Divisions 5, 6 and 7 to prevail if conflict.

In the event any section or provision of divisions 5, 6 and 7 of this article conflict in effect or application with any other section of this Code, the section or provision of divisions 5, 6 and 7 of this article will prevail.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-212. Severability.

If for any reason, any division, section, sentence, clause or part of this article is held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining divisions or sections of this article, but shall be confined to the specific division, section, sentence, clause or part of this article held legally invalid.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

DIVISION 6. REGULATED ACTIVITIES¹

Sec. 130-213. Activities to be regulated on and after effective dates.

The following activities shall be regulated in the manner set out herein on and after the respective dates indicated in the sections and subsections. A person affected by such regulations may request a variance in the manner set out in section 130-218.1 through 130-218.6. A violation of this section and subsections shall be subject to the enforcement provisions set out in section 130-219. It shall be and is hereby declared unlawful for any person to violate, refuse or fail to implement the requirements of this division or of the drought management plan set out in division 7.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-213.1. Landscape watering.

From and after June 1, 2019, landscape watering is regulated as described in section 130-220.1.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2019-17, § I, 3-25-19)

Sec. 130-213.2. Vehicle wash fundraisers.

From and after February 10, 2014, any vehicle wash fundraiser shall be conducted at a vehicle wash facility using such facility's equipment.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-213.3. Golf courses.

From and after February 10, 2014, no golf courses shall be allowed to irrigate the greens, tees, roughs or fairways with potable water. Use of potable water for landscape irrigation in and around the club house will be permitted but must conform to all other requirements for landscape irrigation.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-214. Activities to be regulated on and after January 1, 2007.

Except as provided by a specific and alternative application date, particularly systems analysis, the following activities shall be regulated in the manner set out herein on and after January 1, 2007. A person affected by such regulations may request a variance in the manner set out in section 130-218.1 through 130-218.6. A violation of this section and subsections shall be subject to the enforcement provisions set out in section 130-219. It shall be and is hereby declared unlawful for any person to violate, refuse or fail to implement the requirements of this division.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-214.1. Minimum irrigation area and flow direction.

Effective January 1, 2007, newly installed irrigation systems using pop-up spray or rotor technology shall not be used in landscaped areas which have both:

- (1) Dimensions less than five feet in length and/or width, and
- (2) Impervious pedestrian or vehicular traffic surfaces along two or more perimeters.

Where pop-up sprays and rotor heads are allowed in newly installed irrigation systems, they (a) must direct flow away from any adjacent impervious surface, and (b) shall not be placed within four inches from an impervious surface.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-214.2. Annual irrigation system analysis for athletic fields, and large properties requiring variance from water use reduction measures.

Effective January 1, 2007:

- (1) An annual irrigation system analysis demonstrating no water waste shall be required for all athletic fields and large properties and shall be submitted in writing to the NBU conservation coordinator on or before May 1st of each year, beginning on May 1, 2007.
- (2) Municipal tenants and lessees of sports and athletic playing fields and any other municipally owned properties shall be responsible for compliance with this section and subsection. NBU shall look directly to such tenants and lessees for compliance unless the municipality concedes by contractual agreement with the tenant/lessee to assume the tenant/lessee's responsibility for compliance.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-214.3. Cooling towers.

Effective January 1, 2007:

- (1) Cooling towers, not utilizing recycled water, shall operate a minimum of four cycles of concentration. For the purposes of this section "concentration" means recirculated water that has elevated levels of total dissolved solids as compared to the original make-up water.
- (2) Newly constructed cooling towers shall be operated with conductivity controllers, as well as make-up and blowdown meters.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-214.4. Ice machines.

Effective January 1, 2007, newly installed ice machines shall not be single pass water-cooled.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-214.5. Commercial dining facilities.

Effective January 1, 2007, commercial dining facilities shall:

- (1) Utilize positive shut-offs for hand-held dish-rinsing wands.
- (2) Utilize water flow restrictors for all garbage disposals.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-214.6. Vehicle wash facilities.

- (a) Vehicle wash facilities, commencing operation on or after January 1, 2007, using conveyORIZED, touchless, and/or rollover in-bay technology shall reuse a minimum of 50 percent of water from previous vehicle rinses in subsequent washes.
- (b) Vehicle wash facilities, commencing operation on or after January 1, 2007, using reverse osmosis to produce water rinse with a lower mineral content, shall incorporate the unused concentrate in subsequent vehicle washes.
- (c) Regardless of date of operation commencement, from and after January 1, 2007, self-service spray wands used shall emit no more than three gallons of water per minute.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-215. Other activities to be regulated on and after January 1, 2007.

The following activities shall be regulated in the manner set out herein on and after January 1, 2007. A person affected by such regulations may request a variance in the manner set out in section 130-218.1 through 130-218.6. A violation of this section and subsections shall be subject to enforcement provisions set out in section 130-219. It shall be and is hereby declared unlawful for any person to violate, refuse or fail to implement the requirements of this division 6.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-215.1. Condensate collection.

Newly constructed commercial buildings installing air conditioning systems on and after January 1, 2007, shall have a single and independent condensate wastewater line to collect condensate wastewater to provide for future utilization as:

- (1) Process water and cooling tower make-up, and/or
- (2) Landscape irrigation water. Condensate wastewater shall not be allowed to drain into a storm sewer, roof drain overflow piping system, public way, or impervious surface.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-215.2. Rain sensors.

Effective January 1, 2007, rain sensors shall be properly maintained and operational on all irrigation systems equipped with automatic irrigation controllers.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-216. Landscaping regulations generally applicable on and after January 1, 2007.

Except as specifically provided with alternative effective dates, persons affected by the regulations set out herein below shall comply on and after January 1, 2007, and may request a variance to such regulations in the manner set out in section 130-218.1 through 130-218.6. A violation of this section and subsections shall be subject to the enforcement provisions set out in section 130-219. It shall be and is hereby declared unlawful for any person to violate, refuse or fail to implement the requirements of this division 6.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-216.1. Xeriscape option.

Effective January 1, 2007, homebuilders and/or developers subdividing lots and/or constructing new single-family residential homes shall offer a xeriscape option in any series of landscaping options offered to prospective home buyers.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-216.2. Model homes.

Effective January 1, 2007, homebuilders and/or developers who construct one or more model homes for a designated subdivision shall have at least one model home per subdivision landscaped according to a xeriscape design.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-216.3. Zonal system.

In-ground irrigation systems installed on and after January 1, 2007, shall be zonal irrigation systems.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-217. Conservation provisions in wholesale water contracts.

Each wholesale potable water supply contract entered into by NBU after this division becomes effective, including contract extensions, must include:

- (1) A provision that the wholesale customer is required to conform to the city's water conservation ordinance set out as article IV, divisions 5, 6 and 7, as amended from time to time;
- (2) A provision that NBU may implement a pro rata curtailment of water deliveries to or diversions by wholesale water customers as provided by V.T.C.A., Administrative Code tit. 30, ch. 288;
- (3) A provision that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with V.T.C.A., Administrative Code tit. 30, ch. 288.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218. Variances.

The authority to grant a variance and an appeal from such variance to the provisions of this division 6 or division 7, is hereby delegated to NBU in the manner described herein. A determination by NBU pursuant to this section shall be deemed final for purposes of appeal. Appeal procedures are detailed below.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218.1. Variance.

A person who is affected by these provisions may seek a variance in the manner set out herein. A person shall request a variance within 30 days of the date a provision becomes applicable to that person's activities and/or properties. For example, a person will have standing to seek a variance within 30 days following receipt of a formal (citation) or informal notice of violation; prior to a notice of violation; or at the discretion of the conservation coordinator when, in the coordinator's judgment, to deny standing to pursue a variance would clearly deny the applicant an opportunity to have justice and equity done for the applicant's case. In the latter situation, for purposes of justice and equity, the standard for allowing a

variance application to be heard or considered are the common notions of rightness and fair play.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218.2. Time, date, place.

A person seeking a variance under these provisions shall make such request in writing to the conservation coordinator. Such request shall be reviewed by the conservation coordinator. If the application, on its face, warrants a variance, the coordinator may grant the request without hearing. Otherwise, the coordinator shall review such request within 30 days of receipt and shall inform the requestor in writing of the time, date and place for variance hearing if necessary.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218.3. Representation and notice of NBU's response; first hearing.

The requestor may be represented by a duly authorized representative and may introduce such evidence as the requestor believes to be relevant. The coordinator and appropriate NBU personnel shall hear the request. The requestor shall receive written notification by the coordinator within 30 days of the date of the hearing whether such variance is granted or denied.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218.4. Appeal.

In the event the variance is granted, the decision of the coordinator shall be final. Should the variance be denied, however, the requestor shall have ten days from receipt of the denial of the variance to seek an appeal in writing. Within 30 days of the written request for an appeal from the denial of a variance, a three member variance appeals panel composed of NBU customers appointed by and serving at the pleasure of the NBU board of trustees shall hear the appeal. The requestor shall be informed in writing of the time, date and place where such appeal shall be heard. The requestor and/or his authorized representatives may present evidence to the variance appeals panel why such appeal should be granted. The variance appeals panel shall inform the requestor within 30 days of the date of the hearing of the appeal whether the appeal has been granted or denied. The determination of the variance appeals panel shall be final and shall be in writing. If a judicial appeal is pursued, the applicant must take such appeal to district court or other court of competent jurisdiction within 30 days of the variance appeals panel's final determination, which further appeal shall be pursued under appropriate standards of the substantial evidence rule.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218.5. Variance qualifications.

Variances to the regulated activities in this division 6 or the drought management plan in division 7 may be issued by the conservation coordinator provided that the general intent of the provisions of this division 6 or division 7 has been met, and strict compliance with this division 6 or division 7 is proven to be impracticable to accomplish and to cause unnecessary hardship. The criteria to determine hardship shall include, but not be limited to, a showing of level of capital outlay and technical complexity in relation to conservation benefit to be derived, and time and effort required to accomplish compliance with this article.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-218.6. Variance criteria.

The conservation coordinator shall also develop specific criteria to be used for granting variances from the provisions of division 6 or division 7 which are appropriate to the provision for which a variance is being sought. Such criteria shall be applied equally to each request for variance under a particular provision. A requestor shall be furnished with the criteria to be utilized by the coordinator prior to his/her variance application and/or appeal being heard.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-219. Enforcement.

- (a) *Violations.* It shall be a violation of this article for any person in the corporate limits of the city or its extra territorial jurisdiction or any person in the NBU CCN that receives water service from NBU to intentionally, knowingly, recklessly or criminally negligently allow or cause water waste, allow landscape watering outside the prescribed hours for sprinkling, or allow or cause any violation of any provision of this division or of the drought management plan. As a condition of service, all customers, including those whose service properties are located outside the city limits of the City of New Braunfels, are subject to chapter 130 of this Code.
- (b) *Continued violations.* At locations of repeated or continued violations of this division or of the drought management plan, the CEO of NBU shall have the authority to discontinue the supply of potable water to the registered meter holder or responsible person.
- (c) *Penalties; surcharges.*
 - (1) *Criminal.* Any person violating any provision of this article shall be guilty of an offense, and upon citation and conviction, shall be punished by a fine of not less than \$100.00 and not more than \$500.00 for the first offense; a fine of not less than \$200.00 and not more than \$500.00 for the second offense; a fine of not less than \$400.00 and not more than \$500.00 for the third and additional offenses. If the court determines the offense relates to public health or sanitation, the maximum fine is \$2,000.00,

regardless of the number of offenses. Each violation of a particular section of this division or division 7 shall constitute a separate offense, and each day an offense continues shall be considered a new violation for purposes of enforcing this article.

- (2) *Civil.* Civil penalties, imposed by courts of competent jurisdiction in civil actions for violations of this article, may also be assessed as may be allowed by applicable state law in any amount to be authorized by the state. Under V.T.C.A., Local Government Code ch. 54, NBU and the office of the city attorney may presently pursue civil enforcement for injunctive relief and the imposition of up to \$1,000.00 per day civil penalties appropriately imposed by the court. This statutory remedy is in addition to the city's common law right to bring civil actions for injunctive relief to stop harmful acts, independent of authority found in the Texas Local Government Code.
- (3) *Surcharges.* Any person who violates the watering restriction provisions of this division or of the drought management plan will be held strictly liable and the consequence for such violation may include the imposition of surcharges. NBU is authorized to assess one or more surcharges on the water bill of any person presumed to have been the one who violated this division or a provision of the drought management plan. In the event NBU determines a violation has occurred, the person assessed the surcharge by NBU is prima facie presumed to have violated this division or the drought management plan for the purpose of assessment of surcharges. Surcharges may be assessed as follows:

First violation in any 12-month period	Warning
Second violation in any 12-month period	\$25.00
Third violation in any 12-month period	\$250.00
Fourth violation in any 12-month period	\$500.00

Non-payment of any assessed surcharge or repeated or continued violations of watering restrictions imposed by this article can result in termination of water service. A person who believes that a surcharge was unwarranted because either the violation did not occur or the violation was excused, may appeal the determination to the conservation coordinator and then to the variance appeals panel, whose decision on the matter is final.

- (4) *Use of Funds.* All surcharges and fines collected under this section shall be remitted to NBU and may be used by NBU to further water conservation programs, defray the cost of enforcement of this article, or for other lawful purposes.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2019-17, § I, 3-25-19)

Secs. 130-219.1—130-219.3. Reserved.

Sec. 130-219.4. Defenses.

- (a) It shall be a defense to prosecution or imposition of surcharges that landscape watering was performed on any plant or seed planted in or transplanted to an area within such period of time as to accomplish a reasonable establishment and maintenance of growth, generally three weeks.
- (b) It shall be a defense to prosecution or imposition of surcharges that landscape watering was performed by a commercial enterprise in the business of growing or maintaining plants for sale, such as plant nurseries; provided, however, that such landscape watering shall be performed solely for the establishment, growth, and maintenance of such plants and not wasted.
- (c) It shall be a defense to prosecution that the subject water was gray water, treated wastewater, recycled or reuse water, condensate water, or cooling tower blowdown.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-219.5. Conservation compliance officer.

- (a) A conservation compliance officer shall be appointed by NBU. The compliance officer shall be authorized to administer and enforce this article.
- (b) The compliance officer is authorized and directed to enforce all of the provisions of this article, and the compliance officer, upon presentation of proper credentials, may enter properties in accordance with section 130-210 at reasonable times for the purpose of making inspections or preventing violations of this article. This section shall not be construed as imposing upon NBU and/or the city (or any official or employee of either) any liability or responsibility for damages to any property by reason of the inspections authorized under this section.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

DIVISION 7. DROUGHT MANAGEMENT PLAN²

Sec. 130-220. Adoption of drought management plan, water use reduction measures, and aquifer stage conditions.

The drought management plan, including the water use reduction measures and associated aquifer stage conditions set out therein, is hereby adopted.

²Editor's note(s)—Ord. No. 2014-8, § I(Exh. A), adopted February 10, 2014, repealed and reenacted division 7 in its entirety to read as herein set out. Formerly, division 5 pertained to similar subject matter, and derived from Ord. No. 2008-50, § I, adopted July 28, 2008.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-220.1. Landscape watering.

It is the policy of the city to promote the efficient use of water without waste at all times on a year round basis. From and after June 1, 2019, and subject to Section 130-224, landscape watering for residential and commercial properties will be limited to two days per week according to the street address as follows.

Last Number of Address	Watering Day
Even number (0,2,4,6,8)	Monday, Thursday
Odd number (1,3,5,7,9)	Tuesday, Friday
No address, more than one address associated with a single contiguous property	Monday, Friday

It is unlawful for any person to perform or permit landscape watering on any property within the city or its extraterritorial jurisdiction or areas covered by NBU's CCN between the hours of 10:00 a.m. and 8:00 p.m. on any day, except as expressly provided herein. Landscape watering is also restricted further during the times the drought management plan is in effect as provided herein.

(Ord. No. 2019-17, § I, 3-25-19)

Sec. 130-221. Basis of water use reduction measures and aquifer stage conditions.

The water use reduction measures may be based on the Edwards Aquifer water levels in Well AY-68-37-203 in San Antonio (also known as "Dodd Field Test Well" or "J-17") as set out in section 130-224, or on the discharge level of the Comal Springs, NBU water supply, or on aquifer water quality or other aquifer, potable water system capacity, or seasonal or weather conditions not based on water levels in J-17 (set out in section 130-226).

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2019-17, § I, 3-25-19)

Secs. 130-222. Reserved.

Editor's note(s)—Ord. No. 2019-17, § I, adopted March 25, 2019, repealed the former section 130-222 in its entirety, which pertained to the implementation of water use reduction measures and stages, generally, and derived from Ord. No. 2014-8, § I(Exh. A), adopted February 10, 2014.

Sec. 130-223. Declaration of water use reduction stages in effect; notice by publication required.

- (a) The mayor of the city or his or her designee, in consultation with NBU, is hereby authorized to declare that water use reduction measures are in effect.
- (b) Notices of the implementation and termination of the water use reduction measures and each of the various stages, as appropriate, shall be publicly announced in the local media for a minimum of one day. The implementation or termination of the measures and each of the stages shall become effective immediately upon publication of the respective notice.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2015-52, § I(Exh. A), 10-12-15; Ord. No. 2019-17, § I, 3-25-19)

Sec. 130-224. "Trigger levels" for implementation and termination of water use reduction measures stages 1, 2, 3, 4, and 5 and water use reduction goals.

- (a) Implementation and termination of stages 1, 2, 3, 4, and 5 of the water use reduction measures, based upon the J-17 Edwards Aquifer water levels as calculated and determined by the Edwards Aquifer Authority on a ten-day rolling average or the Comal Springs discharge, may occur according to this Section 130-224 and the following schedule:

Stage	1	2	3	4	5
Edwards Aquifer Level	660 msl	650 msl	640 msl	630 msl	625 msl
Comal Springs Flow Rate	225 cfs	200 cfs	150 cfs	100 cfs	45 cfs
Use Reduction Goal	7%	9%	11%	13%	15%

- (b) When the aquifer is at or below the ten-day rolling average indicated level msl, or the discharge from the Comal Springs is at or below the indicated cfs, whichever happens first, or as determined by section 130-221, the mayor of the city, in consultation with NBU, may officially declare the respective stage. NBU shall coordinate water use reduction with customers in its service area. The city and NBU shall enforce the water use reduction provisions set out in section 130-225 for each stage.
- (c) When the aquifer subsequently rises above the ten-day rolling average indicated level msl or the discharge from the Comal Springs rises above the indicated cfs, whichever occurs last, NBU staff will monitor the consistency of the various levels and other conditions as set

out in Section 130-221, before consulting with the mayor of the city on whether to terminate the drought restrictions for that stage.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2015-52, § I(Exh. A), 10-12-15; Ord. No. 2019-17, § I, 3-25-19)

Sec. 130-225. Designated landscape irrigation times and days (stages 1, 2, 3, 4, 5).

During any period when stages 1, 2, 3, 4, or 5 have been declared to be in effect, the following regulations apply:

- (1) Irrigation with a hose-end sprinkler or irrigation system of existing landscape on any property (other than parks and athletic fields, the restrictions for which are set out in section 130-228) may occur only one day per week on the day associated with the street address as indicated in the below table:

Last Number of Address	Watering Day
0, 1	Monday
2, 3	Tuesday
4, 5	Wednesday
6, 7	Thursday
8, 9	Friday
Property with no street address or with more than one street address associated with a single contiguous property	Wednesday

- (2) For stage 1, 2, 3, 4, and 5, the following associated irrigation methods are permitted on the days specified: irrigation with a hose end sprinkler or in-ground irrigation system.
- (3) For stage 1, landscape irrigation with a soaker hose (that does not send spray in the air), handheld hose, drip irrigation system, or using a bucket is allowed on any day at any time.
- (4) For stage 2, 3, 4, and 5, landscape irrigation with a soaker hose (that does not send spray in the air), handheld hose, drip irrigation system, or using a bucket is allowed on any day during permissible watering times.

Note: Vehicle washing at home is limited to designated landscape sprinkling watering days and times as outlined in Section 130-220.1 or in Section 130-225., but use of a commercial facility is permitted any day for all drought stages.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2019-17, § I, 3-25-19)

Sec. 130-226. Implementation of additional water use reduction measures ("aquifer risk").

- (a) Drought Conditions: Implementation of additional water use reduction measures, such as declaring stage 4 or 5 in periods of exceptional drought conditions, need not be based solely on the trigger levels set forth in section 130-224 but may instead be based on consideration of aquifer water quality or on any other water supply, as impacted by seasonal or weather climatological or environmental conditions.
- (b) Water Quality: Upon determination that water quality in any source within the NBU supply portfolio fails to meet established standards or poses a risk to public health or environmental integrity, NBU, with consultation of the mayor, shall implement mandatory water use reduction measures to ensure the sustainability and safety of the water supply.
- (c) Water Supply Availability: Water use reduction measures shall consider water supply availability to ensure the sustainable management of resources. Such measures may include, but are not limited to, reservoir levels, groundwater table measurements, streamflow rates, and regional drought and climatological conditions in the area the specific water supply is located
- (d) Infrastructure Issues: Operational issues with local water supply infrastructure that threaten availability or distribution will be subject to implementation of emergency water use reduction measures as NBU determines, with the consultation of the mayor. This may be applicable to specific areas or specific customer groups within the NBU infrastructure.
- (e) Other Considerations: Regardless of consideration of aquifer quality, whenever the mayor of the city in consultation with NBU may determine that the NBU water supply, or other aquifer, seasonal, or weather conditions not based on water levels in J-17 any specific water supply warrant, the mayor may also impose additional restrictions for all water uses.

Sec. 130-227. Termination of water use reduction measures, stages.

The mayor of the city, in consultation with NBU, may declare the termination of water use reduction measures and stages as scheduled in section 130-224. Notice of the termination of the water use reduction measures and each of its various stages, as appropriate, shall be publicly announced in local media for a minimum of one day. Termination of the measures and each of its stages shall become effective immediately upon publication of the respective notice.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14)

Sec. 130-228. Requirements for Designated Water-Use Activities.

Specific water use reduction measures, their corresponding stages and scope are set out in the table, below:

Measures for	Stages	Scope of Restrictions
--------------	--------	-----------------------

Essential Services	Year Round	Fire-fighting and medical uses — no restrictions.
	1	Reduction in fire hydrant; sewer line flushing recommended.
	2, 3, 4, 5	Hydrant flushing and sewer line flushing — only on emergency basis.
Water Purveyor Use	Year Round	Water purveyors are encouraged to implement voluntary measures, such as improving leak detection surveys and repair programs and stabilizing and equalizing system pressure.
Agricultural	1	Reduction of water use by any means available is encouraged.
	2, 3	The escape of irrigation tail water, as that term is commonly used in the agricultural community, is prohibited. Water loss through percolation in transmission canals is prohibited.
	4, 5	Additional reductions may be imposed by the city council if conditions warrant.
Livestock Use	Year Round	Reduction of water use by any means available is encouraged.
Industrial, Commercial, and Other	1, 2, 3, 4, 5	Reduction of water use by any means available is encouraged. Compliance is required for those uses in the outdoor category, including landscape watering, swimming pools, hot tubs and similar facilities, golf courses, aesthetic uses such as fountains; such restrictions specifically include industrial users, as well as all others. Use of gray water, treated wastewater or reuse water is a defense to prosecution.
Restaurants, or other Eating Establishments	Year Round	NBU strongly encourages that water be served to guests only upon request.
Household	Year Round	Reduction of water use by any means available is encouraged. Compliance shall be achieved for those uses in the outdoor category, such as landscape watering, swimming pools, hot tubs, and similar facilities.
Swimming Pools, Hot Tubs, etc.	Year Round	NBU strongly encourages that all swimming pools, other than public swimming pools, be covered with an effective evaporation cover or screen or evaporation shields covering at least 25

Created: 2024-02-07 09:41:17 [EST]

		percent of the surface of the pool when the pool is not in active use. Active use includes necessary maintenance that requires removal of the cover, screen, or shields. Active use of public, commercial and apartment pools is whenever the pool is not officially closed.
Replenishing Pool, Hot Tubs, etc. water levels	Year Round	Replenishing to maintenance level permitted within watering hours.
New Pools, Filling New Pools, Hot Tubs etc.	Year Round	Construction, installation, and filling of new pools will be allowed.
Draining Pools, Hot Tubs, etc.	Year Round	Draining permitted only onto pervious surface, or onto pool deck where the water is transmitted directly to a previous surface, only if: 1. Draining excess water from pool due to rain in order to lower water to maintenance level; 2. Repairing, maintaining or replacing pool component that has become hazardous; or 3. Repairing pool leak. Refilling of public swimming pool permitted only if pool has been drained for repairs, maintenance or replacement set out in items 2 or 3 above. It is prohibited to drain swimming pools into the street, alley, gutter or other public right-of-way, ditch, or storm water drainage system or facility. It is considered water waste to drain a pool and allow the water to leave the property in which the pool is located.
Aesthetics (fountains, waterfalls, etc.)	1-5	Outside prohibited. The 100 percent use of treated wastewater, condensate, or cooling tower blow down is defense to prosecution under this paragraph. Alternate on-site reclaimed sources may be approved through variance on a case-by-case basis. If 100 percent use of gray water, treated wastewater or reuse water, condensate water, cooling tower blow down will be used, signs identifying this property as using recycled or reclaimed water source must be posted on site at a location for the general public view.
Ornamental lakes and ponds, etc.	1-5	A user seeking to introduce aquatic life to an ornamental pond or lake while drought stages 1 - 5 are in effect may file, in writing, with NBU a request for an aquatic life variance if the

Created: 2024-02-07 09:41:17 [EST]

		introduction of the aquatic life will require the user to refill the ornamental pond or lake during the drought stages. The request must include: (1) any compelling reasons why the user proposes to introduce aquatic life to the ornamental pond or lake while drought stages are in effect; and (2) a management plan for the aquatic life.
Foundation Watering	Year Round	Foundations may be watered up to two hours on any day, during watering times, by handheld hose; or using a soaker hose or drip system placed within 24 inches of the foundation that does not produce a spray of water above the ground.
Other Outdoor Uses	Year Round	Waste is prohibited. No person may allow irrigation tail water to escape from that person's land. Non-commercial washing of vehicles and mobile equipment (e.g., washing vehicle at a residence) is permitted only on assigned residential landscape sprinkling watering days and times (see section 130-225) with hand-held hose (with automatic shut-off nozzle) or bucket of five gallons or less, but is prohibited between the hours of 10:00 a.m. and 8:00 p.m. every day. Use of commercial vehicle wash facility permitted any day. Citizens are encouraged to wash their cars no more than twice a month. Use of gray water, treated wastewater or recycled water is a defense to prosecution.
Pressure Washing	Year Round	Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces is prohibited except in emergencies to remove spills of hazardous materials or to eliminate dangerous conditions which threaten the public health, safety, or welfare. Washing buildings, houses or structures with a pressure washer or garden hose is prohibited for aesthetic purposes but allowable for surface preparation of maintenance work to be performed. A variance from NBU must be obtained for any

		pressure washing performed during drought stage.
Landscape Irrigation: Established Plants	1	Landscape watering using sprinkler or irrigation systems is permitted only on designated landscape watering days and times (see section 130-225). The use of gray water, treated wastewater or reuse water is a defense to prosecution. Voluntary irrigation system audits are encouraged. A user may file, in writing, with NBU a request for an exception to the designated days and times. The request must include: (1) a statement indicating compelling reasons why the user is unable to meet the specific designated watering times and days; and (2) a water conservation plan. The water conservation plan must also include proof of irrigation efficiency of 60 percent or greater and demonstrate specific measures to be taken to reduce consumption to meet the use reduction goal established for stage 1 specified in Section 130-224(a). NBU may, on a case by case basis, waive the requirements for irrigation efficiency and/or submission of a water conservation plan. Upon the approval of the water conservation plan as set forth herein, the user may be granted an exception.
	2, 3, 4, 5	Landscape watering using sprinklers or irrigation systems is permitted only on designated landscape watering days and times (see section 130-225). The use of gray water, treated wastewater or reuse water is a defense to prosecution. Voluntary irrigation system audits are encouraged. A user may file, in writing, with NBU a request for an exception to the designated days and times. The request must include: (1) a statement indicating compelling reasons why the user is unable to meet the specific designated watering times and days; and (2) a water conservation plan. The water conservation plan must also include proof of irrigation efficiency of 60 percent or greater and demonstrate specific measures to be taken to reduce consumption to meet the use reduction goal established for stage

Created: 2024-02-07 09:41:17 [EST]

		2, 3, 4, or 5 specified in Section 130-224(a). NBU may, on a case by case basis, waive the requirements for irrigation efficiency and/or submission of a water conservation plan. Upon the approval of the water conservation plan as set forth herein, the user may be granted an exception.
Landscape Irrigation: New Landscaping Plants	1	Landscape watering permitted with variance confirmation letter to maintain adequate growth until established, generally three weeks. Prior to installation, property owners should submit by mail, facsimile, or e-mail to the NBU conservation coordinator their name, address where the new landscape is to be installed, receipt reflecting the type of landscaping installed, and the date of installation in order to receive a confirmation letter from NBU. Thereafter, landscape watering using sprinkler or irrigation systems for landscaping plants is permitted only on designated landscape watering days and times (see subsections 130-225). Watering with hand-held hose, soaker hose (but not one that sprays water in the air), bucket, or drip irrigation system is permitted at any time. The use of gray water, treated wastewater or reuse water is a defense to prosecution.
	2	New landscape installation restricted: during stage 2 drought restrictions, variance requests must be approved prior to new landscape installation. Prior to installation, property owners should submit by mail, facsimile, or e-mail to the NBU conservation coordinator their name and address where the new landscape is to be installed, receipt reflecting the type of landscaping installed, and the date of installation in order to receive a confirmation letter from NBU. Thereafter, landscape watering using sprinkler or irrigation systems for landscaping plants is permitted only on designated landscape watering days and times (see subsections 130-225). Watering with hand-held hose, soaker hose (but

Created: 2024-02-07 09:41:17 [EST]

		not one that sprays water in the air), bucket, or drip irrigation system is permitted at any time, but only until adequate growth is established as set out in NBU's confirmation letter. Use of gray water, treated wastewater or reused water is a defense to prosecution. Voluntary irrigation system audits are encouraged. Once a variance letter has been received, landscape watering is permitted to maintain adequate growth until established, generally three weeks.
	3, 4, 5	New landscape installation restricted: during stage 3, 4, and 5 drought restrictions variance requests must be approved prior to new landscape installation. Installation of new landscapes is permitted only if not more than 50 percent of the available landscape area for residential properties or 25 percent of the available landscape area or commercial properties is planted with turf and if proper horticultural practices, as established by a credible and appropriate source, such as the Texas A&M AgriLife Extension Service, are followed including use of mulch and zonal irrigation systems if a permanent irrigation system is installed. The remaining landscape area must comply with the City of New Braunfels Code of Ordinances pertaining to ground cover. A user may file with NBU a request to install more than 50 percent turf for residential properties, or more than 25 percent for commercial properties. The request must include: (1) a statement or plan describing the landscaping plan; and (2) a statement indicating how the landscaping plan will achieve the goals of this chapter. Upon the approval of the alternate landscaping plan as set forth herein, the user may be granted an exception. Landscape renovation is allowed only if proper horticultural practices, as established by a credible and appropriate source, such as the Texas A&M AgriLife Extension Service, are

		followed, including use of mulch. Additionally, if the newly renovated landscaped area is watered with an irrigation system, then a zonal irrigation system must be installed. Prior to installation, property owners should submit by mail, facsimile, or e-mail to the NBU Conservation Coordinator their name, address where the new landscape is to be installed, receipt reflecting the type of landscaping installed, and the date of installation in order to receive a confirmation letter from NBU. Thereafter, landscape watering using sprinkler or irrigation systems for landscaping plants is permitted only on designated landscape watering days and times (see subsection 130-225). Watering with hand-held hose, soaker hose (but not one that sprays water in the air), bucket, or drip irrigation system is permitted at any time, but only until adequate growth is established as set out in NBU's confirmation letter. Use of gray water, treated wastewater or reused water is a defense to prosecution. Voluntary irrigation system audits are encouraged. Once a variance letter has been received, landscape watering is permitted to maintain adequate growth until established, generally three weeks.
Parks/Athletic Fields	1, 2, 3, 4, 5	Park and athletic field owner/operators shall be required to submit a water conservation plan and shall be defined as "conforming" or "non-conforming." An athletic field or park will be deemed "conforming" if there is a CCIS in place and the owner/operator is utilizing the system to achieve the goals of this division. Conforming facilities should have a conservation plan approved and on file with NBU. A park or athletic field that is not conforming is deemed "non-conforming" for the purposes of this division. Owners/operators of athletic fields or parks shall reduce water usage under the following terms:
Parks/Athletic Fields	1, 2, 3, 4, 5	Use of gray water, treated wastewater or recycled water is a defense to prosecution.

Parks/Athletic Fields	1	A. A conforming park/athletic fields shall implement a ten percent reduction in the replacement of daily evapotranspiration rate ("ET rate") or daily soil-holding capacity, achieved by use of an existing and properly operating CCIS (as defined) capable of achieving such water conservation goals.
		B. A non-conforming park/athletic fields shall not use more than 1.8 times the base usage for a park/athletic field not equipped with a CCIS. If not separately metered an irrigation audit showing precipitation rates and run times along with a conservation plan shall be submitted and approved by NBU for the purpose of establishing acceptable irrigation run times and days as approved by NBU.
	2	A. A conforming park/athletic field shall implement a 20 percent reduction in replacement of daily ET rate or daily soil holding capacity, achieved by use of an existing and properly operating CCIS (as defined) capable of achieving such water conservation goals.
		B. A non-conforming park/athletic field shall not use more than 1.6 times the base usage for a park/athletic field not equipped with a CCIS. If not separately metered an irrigation audit showing precipitation rates and run times along with a conservation plan shall be submitted and approved by NBU for the purpose of establishing acceptable irrigation run times and days as approved by NBU.
	3, 4, 5	A. A conforming park/athletic field shall implement a 30 percent reduction in replacement of daily ET rate or daily soil holding capacity, achieved by use of an existing and properly operating CCIS (as defined) capable of achieving such water conservation goals.
		B. A non-conforming park/athletic field shall not use more than 1.4 times the base usage for a park/athletic field not equipped with a CCIS. If not separately metered an irrigation audit showing precipitation rates and run times along

		with a conservation plan shall be submitted and approved by NBU for the purpose of establishing acceptable irrigation run times and days as approved by NBU.
Construction	Year Round	Construction operations receiving water from a construction meter, fire hydrant meter or water truck shall not use water for any purpose other than those required by regulatory agencies. Construction projects requiring watering for new landscaping materials shall adhere to the designated irrigation requirements set forth herein.
Hotels, Motels, Bed and Breakfasts	1, 2, 3, 4, 5	Hotels, motels and B&B's must offer and clearly notify guests of a "no linen/towel change" program.
	3, 4, 5	Hotels, motels, B&B's must limit linen/towel changes to once every three nights or for the entire stay, whichever is shorter, except for health and safety.
Leaks	Year Round	Repair all water leaks within 72 hours of notification from NBU unless other arrangements are made with the conservation coordinator.
	1, 2	Repair all leaks within 48 hours of notification from NBU unless other arrangements are made with the conservation coordinator.
	3, 4, 5	Repair all water leaks within 24 hours of notification from NBU unless other arrangements are made with the conservation coordinator.

(Ord. No. 2014-8, § I(Exh. A), 2-10-14; Ord. No. 2023-31 , § 2, 4-24-23)

Secs. 130-229, 130-230. Reserved.

DIVISION 3. SERVICE REQUESTS; RATES

Sec. 130-166. Requests for water service.

Service authorization for the use of water shall be issued only by authorized employees of NBU, who shall collect the proper payment amount according to the rates and fees established in NBU Connection Policies and Service Conditions Policy.

(Ord. No. 2002-29, § 1(Att. A), 7-22-02)

Sec. 130-167. Water rates.

- (a) *Service rate classifications.* All water service supplied shall be designated by the following classifications with descriptions, rates and conditions of sale as indicated further in this section:

Residential service.

Multi-unit permanent residential water service.

Small general service.

Large general service.

Fire hydrant service.

Landscaping/irrigation service.

Tanker service.

Wholesale service.

Contractual water service.

Experimental service.

- (b) *Determination of classification.* Upon application for service, NBU shall make the initial determination of the customer's service rate classification. The classification is subject to change in accordance with the provisions of this article.

Rate schedule administration and assignment. Upon request for water service from a prospective customer, NBU shall assign the appropriate rate classification for water service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If an existing customer receiving service changes the nature or character of water service requirements, then NBU shall, upon review of the information available pertaining to the revised water service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive water service under more than one of NBU's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then NBU shall assign the most appropriate rate schedule for water service after

consideration of the various service requirements, the potential impact on the NBU system, the potential relative costs of serving the customer, and other available pertinent information.

If a customer requests an adjustment to the billing items due to an unusual occurrence or due to unusual or special circumstances, then NBU may, upon review of the information available pertaining to the customer's request and after consideration of the potential impact on NBU, adjust the billing items.

(c) *Residential service rate.*

- (1) *Availability.* The residential service rate is available under the rules, regulations, policies, and at the rates set forth in this section.
- (2) *Applicability.* The residential service rate is applicable for water service used solely for residential purposes and related activities consisting of service to single-family dwellings, or permanent residential multifamily dwellings where each dwelling unit is individually metered.
- (3) *Excluded uses.* The residential service rate shall not be applicable for service to a residence also used for commercial purposes, including, but not limited to, boardinghouses, motels, hotels, nursing homes, barbershops, beauty shops, general contractors storing equipment or building materials on the property, child care centers, retail businesses, restaurants, technical repair services, professional services offered to the public on the premises, and other similar commercial or nonresidential activities.
- (4) *Monthly rates.* The residential service rate will be calculated monthly in accordance with this section and will be an amount equal to the sum of the monthly customer charge plus the monthly volume charge, as shown below, plus any special charges or adjustments.

Monthly customer charge. The monthly customer charge shall be determined by the size of the water meter serving each customer, as follows:

Meter Size	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
¾-inch and smaller	\$ 17.64	\$ 19.39
1-inch	\$ 31.98	\$ 35.15
1½-inch	\$ 36.27	\$ 39.86
2-inch	\$ 43.96	\$ 48.31
3-inch	\$ 63.85	\$ 70.17
4-inch and greater	\$ 75.28	\$ 82.73

Monthly volume charge. The monthly volume charge for water usage per 1,000 gallons, or any part thereof, shall be:

Gallons of Water Usage	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
0—3,000	\$2.36	\$2.60
3,001—6,000	\$5.71	\$6.28
6,001—12,000	\$8.79	\$9.66
Excess of 12,000	\$ 13.46	\$ 14.80

- (5) *Minimum monthly charge.* The minimum monthly charge shall be the larger of the following:

- a. The monthly customer charge plus the monthly volume charge, plus any special charges or adjustments; or
 - b. The amount specified in any contract between the customer and NBU.
- (d) *Multi-unit permanent residential service rate.*
- (1) *Availability.* The multi-unit permanent residential service rate is available under the rules, regulations, policies, and at the rates set forth in this section.
 - (2) *Applicability.* The multi-unit permanent residential service rate is applicable for water service used solely for permanent residential multi-unit development, such as duplexes, triplexes, quadruplexes, apartment buildings, or an individual residence with separate apartment type unit(s) where each dwelling unit is not individually metered.
 - (3) *Excluded uses.* The multi-unit permanent residential service rate shall not be applicable for service to individually metered residential dwellings.
 - (4) *Monthly rates.* The multi-unit permanent residential service rate will be calculated monthly in accordance with this section and will be an amount equal to the sum of the monthly customer charge plus the monthly volume charge plus the monthly unit charge, as shown below, plus any special charges or adjustments.

Monthly customer charge. The monthly customer charge shall be determined by the size of the water meter serving each customer, as follows:

Meter Size	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
¾-inch and smaller	\$ 17.64	\$ 19.39
1-inch	\$ 31.98	\$ 35.15
1½-inch	\$ 36.27	\$ 39.86
2-inch	\$ 43.96	\$ 48.31
3-inch	\$ 63.85	\$ 70.17
4-inch and greater	\$ 75.28	\$ 82.73

Monthly volume charge. The monthly volume charge for water usage per 1,000 gallons, or any part thereof, shall be:

Number of Units	Gallons of Water Usage	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
2—4	0— 8,000	\$ 4.95	\$ 5.44
	8,001— 20,000	\$ 4.95	\$ 5.44
	Excess of 20,000	\$ 4.95	\$ 5.44
5—10	0— 20,000	\$ 4.95	\$ 5.44
	20,001— 40,000	\$ 4.95	\$ 5.44
	Excess of 40,000	\$ 4.95	\$ 5.44
11—25	0— 40,000	\$ 4.95	\$ 5.44
	40,001— 100,000	\$ 4.95	\$ 5.44
	Excess of 100,000	\$ 4.95	\$ 5.44
26—50	0— 100,000	\$ 4.95	\$ 5.44

Created: 2025-12-06 10:28:01 [EST]

(Supp. No. 36, Update 1)

	100,001— 200,000	\$ 4.95	\$ 5.44
	Excess of 200,000	\$ 4.95	\$ 5.44
51—75	0— 200,000	\$ 4.95	\$ 5.44
	200,001— 300,000	\$ 4.95	\$ 5.44
	Excess of 300,000	\$ 4.95	\$ 5.44
76—100	0— 300,000	\$ 4.95	\$ 5.44
	300,001— 400,000	\$ 4.95	\$ 5.44
	Excess of 400,000	\$ 4.95	\$ 5.44
100 +	0— 400,000	\$ 4.95	\$ 5.44
	400,001— 800,000	\$ 4.95	\$ 5.44
	Excess of 800,000	\$ 4.95	\$ 5.44

Monthly unit charge. When a customer with a master metered water service receives service at a duplex, triplex, quadruplex, apartment complex or individual residence with separate apartment type unit(s), each such separate and identifiable permanent residential area and each public bathroom, laundry area, or other area where water service exists shall be subject to a monthly unit charge for billing purposes. The monthly charge for each unit in excess of one unit shall be \$13.72 per month effective August 1, 2025, and \$15.07 per month effective August 1, 2026.

NBU will not undertake the apportionment of charges for such users of water among the occupants or tenants. Charges for multi-unit service will be assessed against the customer of record for such location.

(5) *Minimum monthly charge.* The minimum monthly charge shall be the larger of the following:

- a. The monthly customer charge plus the monthly volume charge, plus the monthly unit charge, plus any special charges or adjustments; or
- b. The amount specified in any contract between the customer and NBU.

(e) *Small general service rate.*

- (1) *Availability.* The small general service rate is available under the rules, regulations, policies, and at the rates set forth in this section.
- (2) *Applicability.* The small general service rate is applicable to water service for any customer whose volumetric usage is less than 100,000 gallons per month, which does not qualify for service under another rate schedule, and includes, but is not limited to nursing homes, schools, restaurants, cafes, bakeries, grocery stores, motels, hotels, banks, barbershops, beauty shops, child care and day care centers, churches, professional offices, feed and hardware stores, funeral homes, furniture stores, general offices, laundries, nurseries and garden centers, retail businesses, and warehouses and other similar nonresidential customers.
- (3) *Monthly rates.* The small general service rate will be calculated monthly in accordance with this section and will be an amount equal to the sum of the monthly customer charge plus the monthly volume charge plus the monthly unit charge, if applicable, as shown below, plus any special charges or adjustments.

Monthly customer charge. The monthly customer charge shall be determined by the size of the water meter serving each customer, as follows:

Meter Size	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
5/8-inch and smaller	\$24.18	\$26.57
1-inch	\$26.65	\$29.29
1½-inch	\$34.34	\$37.74
2-inch	\$43.96	\$48.31
3-inch	\$65.94	\$72.47
4-inch	\$100.01	\$109.91
6-inch	\$ 173.54	\$ 190.72
8-inch	\$ 203.32	\$ 223.44
10 inch and greater	\$ 247.28	\$ 271.76

Monthly volume charge. The monthly volume charge for water usage per 1,000 gallons, or any part thereof, shall be:

Gallons of Water Usage	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
0—5,000	\$ 4.12	\$4.53
5,001—35,000	\$ 6.32	\$6.94
35,001—75,000	\$ 8.79	\$9.66
Excess of 75,000	\$ 13.19	\$ 14.49

Monthly unit charge. When a customer receives service at a multi-unit facility, each separate and identifiable office, retail, wholesale or other type of working areas designed for occupancy by separate tenants or unrelated users shall be subject to a monthly unit charge for billing purposes. The monthly charge for each unit in excess of one unit shall be \$13.72 per month effective August 1, 2025, and \$15.07 per month effective August 1, 2026.

NBU will not undertake the apportionment of charges among the occupants or tenants. Charges for multi-unit service will be assessed against the customer of record for such location.

(4) *Minimum monthly charge.* The minimum monthly charge shall be the larger of the following:

- a. The monthly customer charge plus the monthly volume charge, plus the monthly unit charge, plus any special charges or adjustments, if applicable; or
- b. The amount specified in any contract between the customer and NBU.

(f) *Large general service rate.*

- (1) *Availability.* The large general service rate is available under the rules, regulations, policies, and at the rates set forth in this section.
- (2) *Applicability.* The large general service rate is applicable to customers with water consumption equal to or exceeding 100,000 gallons per month for at least six months of the immediately preceding 12-month billing period. The aggregate consumption of multiple meters shall not be used to determine eligibility for large general service. At least one non-irrigation meter must meet the stated consumption criteria to be eligible for large general service rates. The LGS rate shall not apply to small general service customers with one meter operating a multi-unit commercial property, regardless of usage volume.

-
- (3) *Monthly rates.* The large general service rate will be calculated monthly in accordance with this section and will be an amount equal to the sum of the monthly customer charge and the monthly volume charge, as shown below. When a customer is reclassified to the LGS rate from another rate schedule, the customer may not change to another rate classification within a 12-month period unless there is a substantial change in the character or conditions of service.

Monthly customer charge: \$439.60 effective August 1, 2025, and \$483.12 effective August 1, 2026.
Each meter shall incur a monthly customer charge regardless of consumption.

Monthly volume charge: \$4.12 per 1,000 gallons effective August 1, 2025, and \$4.53 per 1,000 gallons effective August 1, 2026

- (4) *Minimum monthly charge.* The minimum monthly charge shall be the larger of the following:

- a. The monthly customer charge plus the monthly volume charge, plus any special charges or adjustments; or
- b. The amount specified in any contract between the customer and NBU.

(g) *Fire hydrant service rate.*

- (1) *Availability.* The fire hydrant service rate is available under the rules, regulations, policies, and at the rates set forth in this section.

- (2) *Applicability.* The fire hydrant service rate is applicable to water service provided through a fire hydrant, whether metered or estimated. Any customer requesting service under this rate must make arrangements with NBU prior to the date service is required. A service charge of \$100.00 will be assessed to set and remove the fire hydrant meter.

- (3) *Monthly rates.* The fire hydrant service rate will be calculated monthly in accordance with this section and will be an amount equal to the sum of the monthly customer charge and the monthly volume charge, as shown below.

Monthly customer charge: \$384.65 effective August 1, 2025, and \$422.73 effective August 1, 2026

Monthly volume charge: \$9.34 per 1,000 gallons effective August 1, 2025, and \$10.27 per 1,000 gallons effective August 1, 2026

- (4) *Minimum monthly charge.* The minimum monthly charge shall be the larger of the following:

- a. The monthly customer charge plus the monthly volume charge, plus any special charges or adjustments; or
- b. The amount specified in any contract between the customer and NBU.

- (5) *Deposit.* All customers using a fire hydrant meter shall furnish a deposit of \$300.00 or establish other means of credit acceptable to NBU.

(h) *Landscape/irrigation service rate.*

- (1) *Availability.* The landscape/irrigation service rate is available under the rules, regulations, policies, and at the rates set forth in this section.

- (2) *Applicability.* The landscape/irrigation service rate is applicable to water service for a residential, small general service, and large general service rate classification customer who has a sprinkler or irrigation system on a separate water meter:

- a. Dedicated exclusively to such purpose, and
- b. Which is in addition to one or more other water meters serving the same location.

- (3) *Monthly rates.* The landscape/irrigation service rate will be calculated monthly and will be an amount equal to the sum of the monthly customer charge and the monthly volume charge, as shown below.

Monthly customer charge. The monthly customer charge shall be determined by the size of the water meter serving each customer, as follows:

Meter Size	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
½-inch and smaller	\$ 17.64	\$ 19.39
1-inch	\$ 31.98	\$ 35.15
1½-inch	\$ 36.27	\$ 39.86
2-inch	\$ 43.96	\$ 48.31
3-inch	\$ 63.85	\$ 70.17
4-inch and greater	\$ 75.28	\$ 82.73

Monthly volume charge. The monthly volume charge for water usage per 1,000 gallons, or any part thereof, shall be:

Gallons of Water Usage	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
0—6,000	\$8.52	\$9.36
6,001—20,000	\$9.89	\$10.87
Excess of 20,000	\$ 14.62	\$16.06

- (4) *Minimum monthly charge.* The minimum monthly charge shall be the larger of the following:
- The monthly customer charge plus the monthly volume charge, plus any special charges or adjustments; or
 - The amount specified in any contract between the customer and NBU.

(i) *Tanker service rate.*

- (1) *Availability.* The tanker service rate is available under the rules, regulations, policies, and at the rates set forth in this section.
- (2) *Applicability.* The tanker water service rate is applicable to water service provided at locations approved by NBU, whether metered or estimated. Under this rate, a customer may acquire and purchase water through the use of water tanker trucks or other mobile water transport containers. Any customer requesting service under this rate must make arrangements with NBU prior to the date service is required.
- (3) *Rates.* The rate for each tanker or other mobile water transport containers acquiring water at locations approved by NBU shall be the sum of the tanker charge and the volume charge, as shown below.

Tanker charge	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
Per month	\$384.65	\$422.73
Volume charge, per 1,000 gallons or any part thereof	\$9.34	\$10.27

-
- (4) *Minimum charge.* The minimum charge for each tanker truck connection shall be the larger of the following:
- The tanker charge plus the volume charge, plus any special charges or adjustments; or
 - The amount specified in any contract between the customer and NBU.
- (j) *Wholesale water service.*
- (1) *Availability.* Wholesale water service is available under the rules, regulations, and policies, as set by contract and approved by the NBU board of trustees. Contracts for wholesale service will be approved only when water supplies are sufficient to satisfy the requirements of the contract without jeopardizing the water needs of the citizens of the city and customers of NBU.
 - (2) *Applicability.* A wholesale service contract is applicable for water service to water systems created by the appropriate agency of the state as well as to other water systems and purveyors which resell water or water service.
 - (3) *Rates.* The rate set by contract shall not be less than the marginal cost to serve that customer.
- (k) *Contractual water service.* NBU shall have the right to enter into contracts with customers for water service subject to prior approval of the NBU board of trustees. Such water service charges may be calculated on the basis of customer classification as set forth in this article or on cost of service, at the election of NBU; however, the water service charge shall never be less than cost of service.
- (l) *Experimental rate.*
- (1) *Applicability.* The experimental rate shall be applicable to any and all rate class groups at times chosen by NBU. The time period for which the experimental rate may apply shall not exceed one year. At any time, the number of customers affected by the experimental rate shall not exceed one percent of the total number of customers served by NBU.
 - (2) *Purpose.* The purpose of the experimental rate is to aid in design of new rates. NBU shall have the authority to initiate or discontinue the experimental rate at NBU's sole discretion.
 - (3) *Selection.* The methods and criteria for selection of rate class groups to be used for the experimental rate shall be chosen and defined by NBU. Participation in the experimental rate by customers shall be on a voluntary basis.
- (m) *Residential and landscape irrigation drought surcharges.*
- (1) If stage ~~III~~ water use reduction measures are in effect, NBU will implement a \$~~1,004.18~~ per 1,000 gallon surcharge for residential usage greater than ~~1512~~,000 gallons and for irrigation usage greater than ~~7,5006,000~~ gallons per month.
 - (2) If stage ~~IV~~ water use reduction measures are in effect, NBU will implement a \$~~2,004.89~~ per 1,000 gallon surcharge for residential usage greater than ~~1512~~,000 gallons and for irrigation usage greater than ~~7,5006,000~~ gallons per month.
 - (3) If stage 5 water use reduction measures are in effect, NBU will implement a \$4.89 per 1,000 gallon surcharge for residential usage greater than 6,000 gallons and for irrigation usage greater than 0 gallons per month.
- (n) NBU is directed to provide updates to city council and the NBU board on NBU's financial status. City council retains the power to consider a review of NBU's rates at any time.

(Ord. No. 2002-29, § 1(Att. A), 7-22-02; Ord. No. 2002-48, §§ I, II, 12-9-02; Ord. No. 2007-78, § 2, 10-22-07; Ord. No. 2014-16, § I(Exh. A), 2-24-14; Ord. No. 2015-62, § I(Exh. A), 11-9-15; Ord. No. 2018-78, § 2, 11-26-18; Ord. No. 2019-72, § 2, 10-28-19; Ord. No. 2020-63, § 3, 10-26-20; Ord. No. 2023-27, § 3(Exh. A), 4-10-23; Ord. No. 2025-39, § 3 (Exh. A.), 6-23-25)

Sec. 130-168. Water service for acquired systems.

In any area served by an existing water system acquired by NBU, water rates may be set at an amount sufficient to provide a fair return on the adjusted value of the invested capital for such acquired water system used and useful in rendering service to the public; and, upon recovery in full by NBU of the entire cost of the acquired system, including interest and acquisition expenses, such rates for users of the acquired system shall revert to the rate for such services as provided in this article for the appropriate location and classification.

(Ord. No. 2002-29, § 1(Att. A), 7-22-02)

Sec. 130-169. Water tap charges.

Charges for water taps shall be based on the schedule of construction charges and impact fees as approved by the NBU board of trustees.

(Ord. No. 2002-29, § 1(Att. A), 7-22-02)

Sec. 130-170. Water rates—Reuse water.

- (a) *Availability.* Reuse water service is available under the rules, regulations, and policies, as set by contract and approved by the NBU board of trustees. Contracts for reuse water service will be approved only when reuse water supplies are sufficient, as determined by NBU, to satisfy the requirements of the contract.
- (b) *Rates.* The rate for sales of reuse water shall be established by contract between NBU and any customer proposing to use reuse water. The rate set by contract shall not be less than the marginal cost to serve that customer.
- (c) *Sale.* The sale of reuse water shall be in accordance with and subject to the regulations of the Texas Commission of Environmental Quality (TCEQ) and applicable statutes.

(Ord. No. 2002-29, § 1(Att. A), 7-22-02; Ord. No. 2007-65, § I, 7-23-07)

Editor's note(s)—Ord. No. 2007-65, § I, adopted July 23, 2007, changed the title of § 130-170 from "Water rates—Reclaimed water" to "Water rates—Reuse water." The historical notation has been preserved for reference purposes.

Sec. 130-171. Private water systems.

Pursuant to Section 13.042 of the Texas Water Code, the city surrenders to the Texas Commission on Environmental Quality its exclusive original jurisdiction over the rates, operations and services of privately owned water systems within the incorporated limits of the city.

(Ord. No. 2003-27, § I, 4-14-03)

Sec. 130-172. Billing adjustments.

Water supply fee. The water supply fee is the cost assessed to customers who have a volumetric usage. It consists of the cost of certain water supplies expressed as dollars per 1,000 gallons, to be multiplied by the gallons sold during a billing period to each customer. Prior to August 1 of each fiscal year, the water supply fee applicable to the months of August-July billing periods is to be calculated based on estimated variables for the period. The amount will be reconciled annually with actual costs and credits. The New Braunfels Utilities Board will be apprised of any changes to the water supply fee.

(Ord. No. 2019-72, § 2, 10-28-19)

Secs. 130-173—130-185. Reserved.

DIVISION 3. SERVICE REQUESTS; RATES

Sec. 130-166. Requests for water service.

Service authorization for the use of water shall be issued only by authorized employees of NBU, who shall collect the proper payment amount according to the rates and fees established in NBU Connection Policies and Service Conditions Policy.

(Ord. No. 2002-29, § 1(Att. A), 7-22-02)

Sec. 130-167. Water rates.

- (a) *Service rate classifications.* All water service supplied shall be designated by the following classifications with descriptions, rates and conditions of sale as indicated further in this section:

Residential service.

Multi-unit permanent residential water service.

Small general service.

Large general service.

Fire hydrant service.

Landscaping/irrigation service.

Tanker service.

Wholesale service.

Contractual water service.

Experimental service.

- (b) *Determination of classification.* Upon application for service, NBU shall make the initial determination of the customer's service rate classification. The classification is subject to change in accordance with the provisions of this article.

Rate schedule administration and assignment. Upon request for water service from a prospective customer, NBU shall assign the appropriate rate classification for water service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If an existing customer receiving service changes the nature or character of water service requirements, then NBU shall, upon review of the information available pertaining to the revised water service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive water service under more than one of NBU's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then NBU shall assign the most appropriate rate schedule for water service after

consideration of the various service requirements, the potential impact on the NBU system, the potential relative costs of serving the customer, and other available pertinent information.

If a customer requests an adjustment to the billing items due to an unusual occurrence or due to unusual or special circumstances, then NBU may, upon review of the information available pertaining to the customer's request and after consideration of the potential impact on NBU, adjust the billing items.

(c) *Residential service rate.*

- (1) *Availability.* The residential service rate is available under the rules, regulations, policies, and at the rates set forth in this section.
- (2) *Applicability.* The residential service rate is applicable for water service used solely for residential purposes and related activities consisting of service to single-family dwellings, or permanent residential multifamily dwellings where each dwelling unit is individually metered.
- (3) *Excluded uses.* The residential service rate shall not be applicable for service to a residence also used for commercial purposes, including, but not limited to, boardinghouses, motels, hotels, nursing homes, barbershops, beauty shops, general contractors storing equipment or building materials on the property, child care centers, retail businesses, restaurants, technical repair services, professional services offered to the public on the premises, and other similar commercial or nonresidential activities.
- (4) *Monthly rates.* The residential service rate will be calculated monthly in accordance with this section and will be an amount equal to the sum of the monthly customer charge plus the monthly volume charge, as shown below, plus any special charges or adjustments.

Monthly customer charge. The monthly customer charge shall be determined by the size of the water meter serving each customer, as follows:

Meter Size	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
¾-inch and smaller	\$ 17.64	\$ 19.39
1-inch	\$ 31.98	\$ 35.15
1½-inch	\$ 36.27	\$ 39.86
2-inch	\$ 43.96	\$ 48.31
3-inch	\$ 63.85	\$ 70.17
4-inch and greater	\$ 75.28	\$ 82.73

Monthly volume charge. The monthly volume charge for water usage per 1,000 gallons, or any part thereof, shall be:

Gallons of Water Usage	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
0—3,000	\$2.36	\$2.60
3,001—6,000	\$5.71	\$6.28
6,001—12,000	\$8.79	\$9.66
Excess of 12,000	\$ 13.46	\$ 14.80

- (5) *Minimum monthly charge.* The minimum monthly charge shall be the larger of the following:

- a. The monthly customer charge plus the monthly volume charge, plus any special charges or adjustments; or
 - b. The amount specified in any contract between the customer and NBU.
- (d) *Multi-unit permanent residential service rate.*
- (1) *Availability.* The multi-unit permanent residential service rate is available under the rules, regulations, policies, and at the rates set forth in this section.
 - (2) *Applicability.* The multi-unit permanent residential service rate is applicable for water service used solely for permanent residential multi-unit development, such as duplexes, triplexes, quadruplexes, apartment buildings, or an individual residence with separate apartment type unit(s) where each dwelling unit is not individually metered.
 - (3) *Excluded uses.* The multi-unit permanent residential service rate shall not be applicable for service to individually metered residential dwellings.
 - (4) *Monthly rates.* The multi-unit permanent residential service rate will be calculated monthly in accordance with this section and will be an amount equal to the sum of the monthly customer charge plus the monthly volume charge plus the monthly unit charge, as shown below, plus any special charges or adjustments.

Monthly customer charge. The monthly customer charge shall be determined by the size of the water meter serving each customer, as follows:

Meter Size	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
½-inch and smaller	\$ 17.64	\$ 19.39
1-inch	\$ 31.98	\$ 35.15
1½-inch	\$ 36.27	\$ 39.86
2-inch	\$ 43.96	\$ 48.31
3-inch	\$ 63.85	\$ 70.17
4-inch and greater	\$ 75.28	\$ 82.73

Monthly volume charge. The monthly volume charge for water usage per 1,000 gallons, or any part thereof, shall be:

Number of Units	Gallons of Water Usage	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
2—4	0— 8,000	\$ 4.95	\$ 5.44
	8,001— 20,000	\$ 4.95	\$ 5.44
	Excess of 20,000	\$ 4.95	\$ 5.44
5—10	0— 20,000	\$ 4.95	\$ 5.44
	20,001— 40,000	\$ 4.95	\$ 5.44
	Excess of 40,000	\$ 4.95	\$ 5.44
11—25	0— 40,000	\$ 4.95	\$ 5.44
	40,001— 100,000	\$ 4.95	\$ 5.44
	Excess of 100,000	\$ 4.95	\$ 5.44
26—50	0— 100,000	\$ 4.95	\$ 5.44
	100,001— 200,000	\$ 4.95	\$ 5.44

Created: 2025-12-06 10:28:01 [EST]

	Excess of 200,000	\$ 4.95	\$ 5.44
51—75	0— 200,000	\$ 4.95	\$ 5.44
	200,001— 300,000	\$ 4.95	\$ 5.44
	Excess of 300,000	\$ 4.95	\$ 5.44
76—100	0— 300,000	\$ 4.95	\$ 5.44
	300,001— 400,000	\$ 4.95	\$ 5.44
	Excess of 400,000	\$ 4.95	\$ 5.44
100 +	0— 400,000	\$ 4.95	\$ 5.44
	400,001— 800,000	\$ 4.95	\$ 5.44
	Excess of 800,000	\$ 4.95	\$ 5.44

Monthly unit charge. When a customer with a master metered water service receives service at a duplex, triplex, quadruplex, apartment complex or individual residence with separate apartment type unit(s), each such separate and identifiable permanent residential area and each public bathroom, laundry area, or other area where water service exists shall be subject to a monthly unit charge for billing purposes. The monthly charge for each unit in excess of one unit shall be \$13.72 per month effective August 1, 2025, and \$15.07 per month effective August 1, 2026.

NBU will not undertake the apportionment of charges for such users of water among the occupants or tenants. Charges for multi-unit service will be assessed against the customer of record for such location.

(5) *Minimum monthly charge.* The minimum monthly charge shall be the larger of the following:

- a. The monthly customer charge plus the monthly volume charge, plus the monthly unit charge, plus any special charges or adjustments; or
- b. The amount specified in any contract between the customer and NBU.

(e) *Small general service rate.*

- (1) *Availability.* The small general service rate is available under the rules, regulations, policies, and at the rates set forth in this section.
- (2) *Applicability.* The small general service rate is applicable to water service for any customer whose volumetric usage is less than 100,000 gallons per month, which does not qualify for service under another rate schedule, and includes, but is not limited to nursing homes, schools, restaurants, cafes, bakeries, grocery stores, motels, hotels, banks, barbershops, beauty shops, child care and day care centers, churches, professional offices, feed and hardware stores, funeral homes, furniture stores, general offices, laundries, nurseries and garden centers, retail businesses, and warehouses and other similar nonresidential customers.
- (3) *Monthly rates.* The small general service rate will be calculated monthly in accordance with this section and will be an amount equal to the sum of the monthly customer charge plus the monthly volume charge plus the monthly unit charge, if applicable, as shown below, plus any special charges or adjustments.

Monthly customer charge. The monthly customer charge shall be determined by the size of the water meter serving each customer, as follows:

Meter Size	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
------------	----------------------	----------------------

¾-inch and smaller	\$24.18	\$26.57
1-inch	\$26.65	\$29.29
1½-inch	\$34.34	\$37.74
2-inch	\$43.96	\$48.31
3-inch	\$65.94	\$72.47
4-inch	\$100.01	\$109.91
6-inch	\$ 173.54	\$ 190.72
8-inch	\$ 203.32	\$ 223.44
10 inch and greater	\$ 247.28	\$ 271.76

Monthly volume charge. The monthly volume charge for water usage per 1,000 gallons, or any part thereof, shall be:

Gallons of Water Usage	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
0—5,000	\$ 4.12	\$4.53
5,001—35,000	\$ 6.32	\$6.94
35,001—75,000	\$ 8.79	\$9.66
Excess of 75,000	\$ 13.19	\$ 14.49

Monthly unit charge. When a customer receives service at a multi-unit facility, each separate and identifiable office, retail, wholesale or other type of working areas designed for occupancy by separate tenants or unrelated users shall be subject to a monthly unit charge for billing purposes. The monthly charge for each unit in excess of one unit shall be \$13.72 per month effective August 1, 2025, and \$15.07 per month effective August 1, 2026.

NBU will not undertake the apportionment of charges among the occupants or tenants. Charges for multi-unit service will be assessed against the customer of record for such location.

(4) *Minimum monthly charge.* The minimum monthly charge shall be the larger of the following:

- a. The monthly customer charge plus the monthly volume charge, plus the monthly unit charge, plus any special charges or adjustments, if applicable; or
- b. The amount specified in any contract between the customer and NBU.

(f) *Large general service rate.*

- (1) *Availability.* The large general service rate is available under the rules, regulations, policies, and at the rates set forth in this section.
- (2) *Applicability.* The large general service rate is applicable to customers with water consumption equal to or exceeding 100,000 gallons per month for at least six months of the immediately preceding 12-month billing period. The aggregate consumption of multiple meters shall not be used to determine eligibility for large general service. At least one non-irrigation meter must meet the stated consumption criteria to be eligible for large general service rates. The LGS rate shall not apply to small general service customers with one meter operating a multi-unit commercial property, regardless of usage volume.
- (3) *Monthly rates.* The large general service rate will be calculated monthly in accordance with this section and will be an amount equal to the sum of the monthly customer charge and the monthly volume charge, as shown below. When a customer is reclassified to the LGS rate from another rate schedule,

the customer may not change to another rate classification within a 12-month period unless there is a substantial change in the character or conditions of service.

Monthly customer charge: \$439.60 effective August 1, 2025, and \$483.12 effective August 1, 2026.
Each meter shall incur a monthly customer charge regardless of consumption.

Monthly volume charge: \$4.12 per 1,000 gallons effective August 1, 2025, and \$4.53 per 1,000 gallons effective August 1, 2026

- (4) *Minimum monthly charge.* The minimum monthly charge shall be the larger of the following:
- a. The monthly customer charge plus the monthly volume charge, plus any special charges or adjustments; or
 - b. The amount specified in any contract between the customer and NBU.

(g) *Fire hydrant service rate.*

- (1) *Availability.* The fire hydrant service rate is available under the rules, regulations, policies, and at the rates set forth in this section.
- (2) *Applicability.* The fire hydrant service rate is applicable to water service provided through a fire hydrant, whether metered or estimated. Any customer requesting service under this rate must make arrangements with NBU prior to the date service is required. A service charge of \$100.00 will be assessed to set and remove the fire hydrant meter.
- (3) *Monthly rates.* The fire hydrant service rate will be calculated monthly in accordance with this section and will be an amount equal to the sum of the monthly customer charge and the monthly volume charge, as shown below.

Monthly customer charge: \$384.65 effective August 1, 2025, and \$422.73 effective August 1, 2026

Monthly volume charge: \$9.34 per 1,000 gallons effective August 1, 2025, and \$10.27 per 1,000 gallons effective August 1, 2026

- (4) *Minimum monthly charge.* The minimum monthly charge shall be the larger of the following:
- a. The monthly customer charge plus the monthly volume charge, plus any special charges or adjustments; or
 - b. The amount specified in any contract between the customer and NBU.
- (5) *Deposit.* All customers using a fire hydrant meter shall furnish a deposit of \$300.00 or establish other means of credit acceptable to NBU.

(h) *Landscape/irrigation service rate.*

- (1) *Availability.* The landscape/irrigation service rate is available under the rules, regulations, policies, and at the rates set forth in this section.
- (2) *Applicability.* The landscape/irrigation service rate is applicable to water service for a residential, small general service, and large general service rate classification customer who has a sprinkler or irrigation system on a separate water meter:
 - a. Dedicated exclusively to such purpose, and
 - b. Which is in addition to one or more other water meters serving the same location.
- (3) *Monthly rates.* The landscape/irrigation service rate will be calculated monthly and will be an amount equal to the sum of the monthly customer charge and the monthly volume charge, as shown below.

Monthly customer charge. The monthly customer charge shall be determined by the size of the water meter serving each customer, as follows:

Meter Size	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
½-inch and smaller	\$ 17.64	\$ 19.39
1-inch	\$ 31.98	\$ 35.15
1½-inch	\$ 36.27	\$ 39.86
2-inch	\$ 43.96	\$ 48.31
3-inch	\$ 63.85	\$ 70.17
4-inch and greater	\$ 75.28	\$ 82.73

Monthly volume charge. The monthly volume charge for water usage per 1,000 gallons, or any part thereof, shall be:

Gallons of Water Usage	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
0—6,000	\$8.52	\$9.36
6,001—20,000	\$9.89	\$10.87
Excess of 20,000	\$ 14.62	\$16.06

(4) *Minimum monthly charge.* The minimum monthly charge shall be the larger of the following:

- a. The monthly customer charge plus the monthly volume charge, plus any special charges or adjustments; or
- b. The amount specified in any contract between the customer and NBU.

(i) *Tanker service rate.*

- (1) *Availability.* The tanker service rate is available under the rules, regulations, policies, and at the rates set forth in this section.
- (2) *Applicability.* The tanker water service rate is applicable to water service provided at locations approved by NBU, whether metered or estimated. Under this rate, a customer may acquire and purchase water through the use of water tanker trucks or other mobile water transport containers. Any customer requesting service under this rate must make arrangements with NBU prior to the date service is required.
- (3) *Rates.* The rate for each tanker or other mobile water transport containers acquiring water at locations approved by NBU shall be the sum of the tanker charge and the volume charge, as shown below.

Tanker charge	Eff. Aug. 1, 2025	Eff. Aug. 1, 2026
Per month	\$384.65	\$422.73
Volume charge, per 1,000 gallons or any part thereof	\$9.34	\$10.27

(4) *Minimum charge.* The minimum charge for each tanker truck connection shall be the larger of the following:

-
- a. The tanker charge plus the volume charge, plus any special charges or adjustments; or
 - b. The amount specified in any contract between the customer and NBU.
 - (j) *Wholesale water service.*
 - (1) *Availability.* Wholesale water service is available under the rules, regulations, and policies, as set by contract and approved by the NBU board of trustees. Contracts for wholesale service will be approved only when water supplies are sufficient to satisfy the requirements of the contract without jeopardizing the water needs of the citizens of the city and customers of NBU.
 - (2) *Applicability.* A wholesale service contract is applicable for water service to water systems created by the appropriate agency of the state as well as to other water systems and purveyors which resell water or water service.
 - (3) *Rates.* The rate set by contract shall not be less than the marginal cost to serve that customer.
 - (k) *Contractual water service.* NBU shall have the right to enter into contracts with customers for water service subject to prior approval of the NBU board of trustees. Such water service charges may be calculated on the basis of customer classification as set forth in this article or on cost of service, at the election of NBU; however, the water service charge shall never be less than cost of service.
 - (l) *Experimental rate.*
 - (1) *Applicability.* The experimental rate shall be applicable to any and all rate class groups at times chosen by NBU. The time period for which the experimental rate may apply shall not exceed one year. At any time, the number of customers affected by the experimental rate shall not exceed one percent of the total number of customers served by NBU.
 - (2) *Purpose.* The purpose of the experimental rate is to aid in design of new rates. NBU shall have the authority to initiate or discontinue the experimental rate at NBU's sole discretion.
 - (3) *Selection.* The methods and criteria for selection of rate class groups to be used for the experimental rate shall be chosen and defined by NBU. Participation in the experimental rate by customers shall be on a voluntary basis.
 - (m) *Residential and landscape irrigation drought surcharges.*
 - (1) If stage 3 water use reduction measures are in effect, NBU will implement a \$4.18 per 1,000 gallon surcharge for residential usage greater than 12,000 gallons and for irrigation usage greater than 6,000 gallons per month.
 - (2) If stage 4 water use reduction measures are in effect, NBU will implement a \$4.89 per 1,000 gallon surcharge for residential usage greater than 12,000 gallons and for irrigation usage greater than 6,000 gallons per month.
 - (3) If stage 5 water use reduction measures are in effect, NBU will implement a \$4.89 per 1,000 gallon surcharge for residential usage greater than 6,000 gallons and for irrigation usage greater than 0 gallons per month.
 - (n) NBU is directed to provide updates to city council and the NBU board on NBU's financial status. City council retains the power to consider a review of NBU's rates at any time.

(Ord. No. 2002-29, § 1(Att. A), 7-22-02; Ord. No. 2002-48, §§ I, II, 12-9-02; Ord. No. 2007-78, § 2, 10-22-07; Ord. No. 2014-16, § I(Exh. A), 2-24-14; Ord. No. 2015-62, § I(Exh. A), 11-9-15; Ord. No. 2018-78, § 2, 11-26-18; Ord. No. 2019-72, § 2, 10-28-19; Ord. No. 2020-63, § 3, 10-26-20; Ord. No. 2023-27, § 3(Exh. A), 4-10-23; Ord. No. 2025-39, § 3 (Exh. A.), 6-23-25)

Sec. 130-168. Water service for acquired systems.

In any area served by an existing water system acquired by NBU, water rates may be set at an amount sufficient to provide a fair return on the adjusted value of the invested capital for such acquired water system used and useful in rendering service to the public; and, upon recovery in full by NBU of the entire cost of the acquired system, including interest and acquisition expenses, such rates for users of the acquired system shall revert to the rate for such services as provided in this article for the appropriate location and classification.

(Ord. No. 2002-29, § 1(Att. A), 7-22-02)

Sec. 130-169. Water tap charges.

Charges for water taps shall be based on the schedule of construction charges and impact fees as approved by the NBU board of trustees.

(Ord. No. 2002-29, § 1(Att. A), 7-22-02)

Sec. 130-170. Water rates—Reuse water.

- (a) *Availability.* Reuse water service is available under the rules, regulations, and policies, as set by contract and approved by the NBU board of trustees. Contracts for reuse water service will be approved only when reuse water supplies are sufficient, as determined by NBU, to satisfy the requirements of the contract.
- (b) *Rates.* The rate for sales of reuse water shall be established by contract between NBU and any customer proposing to use reuse water. The rate set by contract shall not be less than the marginal cost to serve that customer.
- (c) *Sale.* The sale of reuse water shall be in accordance with and subject to the regulations of the Texas Commission of Environmental Quality (TCEQ) and applicable statutes.

(Ord. No. 2002-29, § 1(Att. A), 7-22-02; Ord. No. 2007-65, § I, 7-23-07)

Editor's note(s)—Ord. No. 2007-65, § I, adopted July 23, 2007, changed the title of § 130-170 from "Water rates—Reclaimed water" to "Water rates—Reuse water." The historical notation has been preserved for reference purposes.

Sec. 130-171. Private water systems.

Pursuant to Section 13.042 of the Texas Water Code, the city surrenders to the Texas Commission on Environmental Quality its exclusive original jurisdiction over the rates, operations and services of privately owned water systems within the incorporated limits of the city.

(Ord. No. 2003-27, § I, 4-14-03)

Sec. 130-172. Billing adjustments.

Water supply fee. The water supply fee is the cost assessed to customers who have a volumetric usage. It consists of the cost of certain water supplies expressed as dollars per 1,000 gallons, to be multiplied by the gallons sold during a billing period to each customer. Prior to August 1 of each fiscal year, the water supply fee applicable to the months of August-July billing periods is to be calculated based on estimated variables for the period. The

amount will be reconciled annually with actual costs and credits. The New Braunfels Utilities Board will be apprised of any changes to the water supply fee.

(Ord. No. 2019-72, § 2, 10-28-19)

Secs. 130-173—130-185. Reserved.

8/24/2026

Agenda Item No. F)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Discuss and consider approval of a Resolution recommending the New Braunfels Utilities (NBU) Board of Directors exempt capital impact and recovery fees - per the NBU Impact Fee Waiver Policy - in an amount up to \$500,000, for the Park at Dogwood, a qualified affordable housing project in the City of New Braunfels.

DEPARTMENT: Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** 6**BACKGROUND INFORMATION:**

The Low-Income Housing Tax Credit (LIHTC) program is the federal government's primary vehicle for providing affordable housing nationwide. The program allocates federal tax credits to state housing agencies based on population. These agencies then distribute the credits to housing developers according to the state's own specific criteria and competitive processes. Developers of affordable housing projects apply to their state's housing agency for these tax credits. The application includes details about the project, such as location, size, cost, and the intended population to be served. State agencies review applications and award tax credits to selected projects. The criteria for selection often include factors like project feasibility, location, and the level of impact on the target population. If awarded the credits, developers typically sell these credits to investors to raise capital for their projects. Investors in these projects get a dollar-for-dollar reduction in their federal tax liability over a 10-year period in exchange for providing equity funding into these affordable housing projects. The project developer uses the funds received from the investors to build or rehabilitate housing that is required to be affordable to the target populations.

The tax credit received will typically generate around 60%-70% of the construction funds needed for a project. The rest of the project funding sources come from a permanent loan, soft funds from a public entity and/or a deferral of a portion of the developer fee (project cost) that is repaid from cash flow remaining after all other project obligations are met (property management and upkeep expenses and permanent loan debt service). Project owners have obligations that must be upheld in exchange for participation in the program.

These units must be rented at affordable rates to low or moderate-income tenants for an affordability period, usually 30 years, during which the property must be maintained as affordable housing and meet other program requirements. If a developer fails to meet these requirements during the project's first 15 years, there can be a recapture of the tax credits, meaning the tax benefits must be repaid. Because of these recapture provisions and program monitoring, LIHTC properties historically have very low delinquency and default rates and New Braunfels has at least five of them that have been in the program for 20 years and less. The last tax credit project placed into service in New Braunfels was the rehabilitation of Eden Heights on Lakeview Blvd. The last LIHTC development that produced new units for the New Braunfels community was the Reserve at Engel that opened in 2017.

Park at Dogwood

Park at Dogwood is a proposed 76-unit new-construction Low Income Housing Tax Credit (LIHTC) development at 1869 McQueeney Road in New Braunfels. In 2024, the City Council approved a resolution in

support of the tax credit application delivered to the State of Texas. In July 2024, the state notified the developer the project had been selected to receive tax credits and they began the site development process. The project is nearing completion of the design and permitting process and the project has a funding shortfall. The developer has requested that NBU and the City participate in closing the funding shortfall through a combination of fee and impact fee waivers.

The project has unit set asides for households earning 30%-60% of the Area Median Income (AMI). AMI is the midpoint of a region's income distribution, and the figure is used to determine eligibility and rent caps for affordable housing programs. The project's affordability structure includes 8 units at 30% of Area Median Income (AMI), 31 units at 50% AMI, and 37 units at 60% AMI. Program rents by unit and income level for the project's first year are detailed below:

PROJECT SELECTIONS				Established
Bedrooms	AMI %	# of Units	Unit mix %	Rent
1 Bedroom (30%)	30%	3	3.9%	424
1 Bedroom (50%)	50%	7	9.2%	802
1 Bedroom (60%)	60%	6	7.9%	991
2 Bedroom (30%)	30%	5	6.6%	517
2 Bedroom (50%)	50%	24	31.6%	970
2 Bedroom (60%)	60%	31	40.8%	1,196
Totals		76	100.0%	

The property will employ two full-time property management staff members and will coordinate with service providers to offer recurring services to residents.

Funding Request

Staff evaluated the applicant's request utilizing construction bids, term sheets from lenders and tax credit investors and other sources of information relevant to the analysis. The state's agency that awarded the tax credits - Texas Department of Housing and Community Affairs (TDHCA) - also undertakes an independent underwriting process that helps inform staff's analysis of the request. The project lacks sufficient equity and permanent debt to pay all development costs without a substantial developer-fee deferral or another subordinate funding source.

Total development costs are approximately \$22.30 million, while LIHTC equity and permanent debt provide approximately \$20.40 million. This produces a financing shortfall of \$1.91 million, or approximately \$25,081 per unit. There are two primary causes of the funding shortfall: When making an initial application to TDHCA in 2024, tax credit pricing was estimated at a rate of \$0.88 per dollar. Credit pricing will instead be at \$0.785 per dollar, which decreased the amount of equity anticipated from around \$17.6M to \$15.7M (\$1.9M).

There are typical ways to close the financing gap in these projects that include: 1) the addition of soft financing (CDBG, ARPA, other local funds); 2) defer part of the developer fee; 3) increase the permanent debt; 4) increase equity; or 5) reduce costs/value engineer. If the gap is not solved, the project generally cannot close, start construction or convert to the permanent loan phase. At closing, the tax credit investor, construction and permanent lenders and housing finance agency will want a balanced sources and uses statement with legally committed funds. The project currently addresses the shortfall by deferring 75% of the developer fee. Deferred developer fees are one way to close funding gaps in these projects but typically with conditions that are specific to the tax credit equity investors and/or the project's lender. Deferred fees that are repaid within a window of about 10 years are common in LIHTC projects.

Fee Waiver Request

Both NBU and the City have assessed fees on the project like in other projects. NBU has assessed \$1.22M in capital recovery (impact) fees and the City has assessed \$170,696 in park development fees and \$304,130 in roadway impact fees. By ordinance, the development is already entitled to a waiver of roadway impact fees assessed by the City.

The NBU Board of Trustees established a policy for relief from capital recovery fees pursuant to Section 130-408 of the New Braunfels Code of Ordinances. The policy outlines a process and the types of projects where relief from capital recovery fees may be sought. Projects that qualify as affordable housing may receive a waiver of impact fees after making an application for water and/or sewer service and electric service from NBU, the City adopting a Resolution finding the project meets the affordable housing criteria and requests the NBU Board of trustees to approve the waiver and the project receives a recommendation from NBU staff.

The New Braunfels Housing Authority (NBHA) has entered a partnership with the developer where an affiliated housing authority will own the land and the project becomes exempt from property taxes. The partnership also entitles the NBHA to 25% of the development fee (approximately) and 25% of project cash flows. This tax exemption allows the size of the loan to increase by approximately \$850,000 to close the financing gap. The NBHA is also scheduled to receive 25% of the development fee (\$635,000) but is considering a request to assign that portion to the primary development entity to close the funding shortfall.

The City Council can waive certain fees by Resolution.

ISSUE:

Park at Dogwood is a proposed 76-unit new-construction Low Income Housing Tax Credit (LIHTC) development at 1869 McQueeney Road in New Braunfels. The project has identified a funding shortfall as the permitting process nears its completion. The developer has requested that NBU and the City participate in closing the funding shortfall through a combination of fee and impact fee waivers. Staff analyzed the request for public participation and recommends the City and NBU provide the proposed waivers. The item considers adoption of a resolution recommending NBU waive a portion of capital recovery fees for a qualified affordable housing project in the City of New Braunfels.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The proposed NBU fees could be up to \$500,000. These foregone project costs reduce the deferred developer fee from 75% of the funding shortfall to a more reasonable 43% of the project shortfall. These waivers result in the developer being repaid by the project around year 12 of operation. The project, if it proceeds, will have a positive fiscal impact on the New Braunfels Housing Authority. The NBHA is entitled to twenty-five percent (25%) of the development fee (approximately \$634,000) and twenty-five percent (25%) of cash flows after the developer has been repaid in full.

RECOMMENDATION:

Staff recommends approval of the Resolution recommending the New Braunfels Board of Trustees approve up to \$500,000 in capital recovery fee waivers for the Park at Dogwood.

RESOLUTION 2026-RXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, RECOMMENDING THE NEW BRAUNFELS UTILITIES BOARD OF TRUSTEES EXEMPT CAPITAL IMPACT AND RECOVERY FEES - PER THE IMPACT FEE WAIVER POLICY - IN AN AMOUNT UP TO \$500,000, FOR THE PARK AT DOGWOOD, AN ELIGIBLE AFFORDABLE HOUSING PROJECT.

WHEREAS, the City of New Braunfels Strategic Plan recommends the City support and encourage opportunities to leverage private and public sector dollars for use as gap financing in the production and preservation of affordable workforce housing units; and

WHEREAS, Park at Dogwood (the Project) is a proposed 76-unit garden-style, new Low Income Housing Tax Credit (LIHTC) development at 1869 McQueeney Road in New Braunfels; and

WHEREAS, the City previously approved a resolution in support of the application for the 2024 competitive LIHTC program; and

WHEREAS, the Park at Dogwood project will provide quality affordable housing for a critical segment of working or senior residents and approximately 3,500 households would be eligible for these units; and

WHEREAS, the Project will include housing units available to households earning thirty percent (30%), fifty percent (50%), and sixty percent (60%) area median income; and

WHEREAS, the Project has demonstrated a sizeable financing shortfall that affects the viability and feasibility of the Project; and

WHEREAS, Section 130-408 of the City's Code of Ordinances states that New Braunfels Utilities (NBU) shall adopt a policy with respect to waivers; and

WHEREAS, Chapter 395 of Texas Local Government Code states that an impact fee may be reduced or waived for any units that qualify as affordable housing under 42 U.S.C. §12745; and

WHEREAS, New Braunfels Utilities (NBU) adopted an Impact Fee Waiver Policy (the Policy) (Exhibit B) that prescribes how projects defined as affordable housing can qualify for waivers of capital recovery fees, one of which is a Resolution from the City Council finding the project meets the affordable housing criteria and a recommendation that the NBU Board of Trustees should approve the waiver; and

WHEREAS, the Texas Department of Housing and Community Affairs (TDHCA) has provided a reservation of housing tax credits (Exhibit A); and

WHEREAS, the City has determined the Project will qualify as affordable housing and meets federal, state, and local requirements, including 42 U.S.C. §12745 and applicable subsections; and

WHEREAS, a fee reduction made possible through the Policy is a viable method to address the capital shortfalls experienced by the Project; and

WHEREAS, City Council of the City of New Braunfels recommends support by waving NBU fees for the Park at Dogwood.

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

THAT up to \$500,000 in capital impact and recovery fees be exempted for the Park at Dogwood, an eligible affordable housing project, per the New Braunfels Utilities Impact Fee Waiver Policy, is hereby recommended.

PASSED, ADOPTED AND APPROVED this 24th day of August, 2026.

MICHAEL FRENCH, *Mayor*

ATTEST:

GAYLE WILKINSON, *City Secretary*

Policy Type		Approval Authority		Adopted	Effective
Board Approved		NBU Board of Trustees		12/8/2022	12/8/2022
Responsible Executive		Responsible Department		Contact	
Dawn Schriewer		Finance		John Warren	
Reviewed/Approved by Executive Director		Reviewed/Approved by General Counsel & Chief Ethics Officer		Reviewed/Approved by CEO	
Name	Date Signed	Name	Date Signed	Name	Date Signed
Dawn Schriewer	December 9, 2022	Connie Lock	December 9, 2022	Ian Taylor	December 9, 2022
					
Signature		Signature		Signature	

I. GENERAL PROVISIONS

A. Policy Statement

The Board of Trustees of New Braunfels Utilities (“NBU”) supports local efforts to (i) provide affordable housing to qualified citizens of the City of New Braunfels (the “City”) and Comal County and (ii) industrial development and economic growth in the City and its surrounding area. In order to further these valid goals and to promote affordable housing, industrial development, and economic growth in the City and its surrounding area, NBU has formulated this Impact Fee Waiver Policy (the “Policy”) for Manufacturers and Service Industries (defined hereafter) and Affordable Housing (defined hereafter).

Entities that own qualifying real and personal property and are willing to execute a contract with the City and NBU (the “Contract”) may apply for a full or partial waiver of Impact Fees (defined hereafter) designed to promote long-term significant positive economic impact to the community. The term of the Contract will vary, as will the percentage of total Impact Fees waived, depending upon the representations of applicant and the conditions required by the City as set forth in the Contract.

B. Definitions

1. Affordable Housing shall have the same meaning as it is defined in Chapter 395 of the Texas Local Government Code.
2. Manufacturers and Service Industries shall have the same meaning as it is defined Chapter 501.002 of the Texas Local Government Code as described by the North American Industry Classification System (NAICS).
3. Capital Recovery Fees or Impact Fees shall have the same meaning and refer to impact fees as defined in Chapter 395 of the Texas Local Government Code and Section 130-336 of the City’s Code of Ordinances and may be used interchangeably.

C. Governing Authority

1. Waivers of Capital Recovery Fees will be considered by the Board of Trustees for Primary Industries applicants seeking relief in accordance with provisions of the City's Code of Ordinances, which may provide for waivers for projects resulting in substantial economic benefit to the City:

Sec. 130-408. - Relief procedures. NBU shall adopt a policy consistent with the provisions of the Act and its successors with respect to variances or waivers of provisions of this article. Such policy may provide for a waiver or variance if there is a finding that the proposed waiver would result in substantial economic benefit to the city.

2. Waivers of Capital Recovery Fees for any service unit that would qualify as Affordable Housing will be considered by the Board of Trustees for Affordable Housing applicants seeking relief in accordance with the Section 130-408 of the City's Code of Ordinances and the authority granted in Chapter 395 of the Texas Local Government Code:

Section 395.016 (g). Notwithstanding Subsections (a)-(e) and Section 395.017 (Additional Fee Prohibited; Exception), the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

D. Qualifying Projects

1. For companies in Primary Industries requesting a waiver of Impact Fees, the applicant must satisfy the following prior to Board consideration:
 - i) an application by the applicant for water and/or sewer service and electric service from NBU;
 - ii) a finding (by Resolution) of the City Council of the City that the applicant project would result in substantial economic benefit to the City and a recommendation that the Board of Trustees of NBU should approve the waiver; and

- iii) a recommendation by NBU staff that the applicant project will provide financial benefits to NBU based on an analysis of the applicant project.
- 2. For projects that qualify as Affordable Housing and request a waiver of Impact Fees, the applicant must satisfy the following prior to Board consideration:
 - i) an application by the applicant for water and/or sewer service and electric service from NBU;
 - ii) a finding (by Resolution) of the City that the applicant project meets the Affordable Housing criteria and a recommendation that the Board of Trustees of NBU should approve the waiver; and,
 - iii) a recommendation by NBU staff that the applicant project will provide financial benefits to NBU based on an analysis of the applicant project.

E. Terms and Limitations

1. Maximum Cap for Waivers Available in any Calendar Year

To maintain the financial integrity of NBU and to generate adequate revenue to fund or recoup the costs of capital improvements or facility expansions necessitated by and attributable to new development, the Board of Trustees will not grant waivers of Impact Fees in any given calendar year that cumulatively exceed \$500,000 across all projects.

2. Amount of Waiver is Discretionary

The full or partial waiver of Impact Fees to be assessed on a qualifying project shall be set at the discretion of the City and the NBU Board of Trustees and will be dependent on the economic benefit of the project, representations of the applicant, and available waiver amounts left in the yearly maximum cap of waivers set out above.

3. Conditional Waiver

The Board of Trustees may grant a conditional waiver of the eligible amount of Impact Fees otherwise due by the waiver applicant. If a conditional waiver is granted, the applicant will not be required to pay the Impact Fees waived prior to obtaining connection or service. If the applicant satisfies its obligations under the Contract, as solely determined by NBU, the conditions to the waiver will be satisfied.

4. Expansion of Local Businesses

The expansion of a Manufacturer or Service Industry can qualify for waiver of additional Impact Fees if the changes in water or sewer service result in assessment of additional Impact Fees. If additional fees are assessed, this will count towards the cumulative cap of \$500,000, in any given calendar year.

5. Not retroactive

Waivers are not retroactive for fees already paid. No reimbursements will be granted.

6. Failure to Comply

Any conditional waiver granted under this Policy will have been made based on representations of applicant as set out in the Contract. The applicant will have the time provided in the Contract within which to satisfy the requirements of the waiver. In the event the applicant fails to comply with its contractual obligations, in the sole determination of NBU, it will be required to pay the Impact Fees, together with any accrued interest, as provided in the Contract.

The staff of NBU will confer with the taxing authorities, the City, the Chamber of Commerce, and with other entities having information with respect to whether or not the applicant has fulfilled its obligations under the Contract and make an appropriate recommendation to the Board of Trustees.

In the event the Board of Trustees determines that the applicant has failed to meet its contractual obligations, the waiver will be rescinded, and the applicant will be billed for all amounts due for Impact Fees and any interest on its next utility bill. In the event that the full amount of the utility bill, which includes the Impact Fees and any applicable interest, is not timely paid within the applicable grace period, NBU may institute default and termination procedures for utility service as provided in the Code of Ordinances of the City.

II. ADOPTION

This Policy applies to any property owner or developer requesting water and wastewater extensions to property both within the city limits of the City and outside the city limits. This Policy is effective immediately upon adoption by the Board of Trustees.

III. ADMINISTRATIVE MATTERS

NBU staff shall develop procedures for application, processing, and evaluation of the economic benefit to NBU for each applicant seeking waivers in accordance with Section 130-408 of the City's Code of Ordinances and Chapter 395 of the Texas Local Government Code.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

www.tdhca.state.tx.us

Greg Abbott
GOVERNOR

BOARD MEMBERS

Leo Vasquez, *Chair*
Kenny Marchant, *Vice Chair*
Ana Maria Fariás, *Member*
Holland Harper, *Member*
Ajay Thomas, *Member*
Cindy Conroy, *Member*

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
HOUSING TAX CREDIT PROGRAM
COMMITMENT

This Housing Tax Credit Commitment (the “**Commitment**”) in connection with an award of Housing Tax Credits from the 2024 State Housing Credit Ceiling, as defined in 10 TAC §11.1(d)(123), is made and entered into by and between the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas (the “**Department**”), and **COMAL PARTNERS, L.P.**, (the “**Development Owner**”), herein collectively referred to as the “**Parties**.” This Commitment does not constitute an “allocation” for purposes of Section 42 of the Internal Revenue Code.

RECITALS

WHEREAS, Development Owner agrees to carry out the new construction (including adaptive re-use), rehabilitation, and/or reconstruction of the Development as more fully described in TDHCA application number **24079** (the “Application”) and in accordance with all representations made in the Application, as may be amended from time to time in accordance with the Department’s rules, and as required to adhere to Chapter 2306 of the Texas Government Code (“Chapter 2306”); Title 10 of the Texas Administrative Code (“10 TAC”) Chapter 1 (“Administration”), Chapter 10 (“Uniform Multifamily Rules”), and Chapter 11 (“Qualified Allocation Plan”); Section 42 of the Internal Revenue Code (“Section 42”), all applicable Internal Revenue Service (“IRS”) notices and revenue rulings, all applicable Regulations and Decisions of the United States Department of the Treasury, and all other applicable state and federal laws, rules, regulations, and other requirements, all collectively referred to herein as the “Legal Authorities”; and

WHEREAS, Department has reviewed the Application, and on July 25, 2024, the Governing Board of the Department approved both an award of Housing Tax Credits and the establishment of a waitlist for possible further awards of Housing Tax Credits, the waitlist to be administered in accordance with the Legal Authorities;

NOW, THEREFORE, for and in consideration of the premises herein expressed, and the mutual benefits derived and to be derived, the Parties hereto, each intending to be legally bound, do by their execution hereof agree as follows:

TERMS

The following terms shall have the meanings specified:

Development	PARK AT DOGWOOD
Development Owner	Comal Partners, L.P.
Development Address	NEC MCQUEENY ROAD AT COUNTY LINE MEMORIAL TRAIL NEW BRAUNFELS, TX 78130
Building Identification Numbers	TX 24-07901 - 24-07999
Set-Asides	NONE
Allocation Category	NEW CONSTRUCTION
Annual Tax Credit Commitment Amount	\$2,000,000
Contact Person	BYRON BURKHALTER
Contact Address	124 ONE MADISON PLAZA Suite 1500 MADISON, TX 39110 MS, 39110
Contact Phone/Email	BYRON@THEPARKCOMPANIES.COM
Effective Date of Commitment	August 26, 2024
Expiration Date of Commitment	September 25, 2024

CONDITIONS

The Annual Tax Credit Commitment Amount reflected in the Commitment is the maximum amount of tax credits awarded by the Board. It is subject to downward (but not upward) adjustment in accordance with applicable laws, rules, and regulations concerning the issuance of IRS Form 8609 for each building so as to ensure, among other things, that no more credits than necessary are provided and ultimately allocated. In issuing this Commitment, the Department has relied upon the information submitted by the Development Owner to be accurate and complete in all material respects. The Department reserves the right to revoke, modify, or terminate this Commitment if the Department determines, in accordance with any applicable Legal Authorities, that the Development Owner has provided erroneous, misleading, incomplete, false, or fraudulent information to the Department or other parties for which the Legal Authorities require notification in connection with the Application for Housing Tax Credits or has in a material manner failed to comply with any state or federal requirement applicable to the Application for and awarding of Housing Tax Credits, and such failure cannot be cured or waived.

Pursuant to 10 TAC §10.402(a) of the Uniform Multifamily Rules, unless sooner terminated in accordance with applicable Legal Authorities, this Commitment shall expire on the date specified herein below in paragraph A unless the Development Owner indicates acceptance by executing the Commitment, paying the required fees specified in 10 TAC §11.901 of the Qualified Allocation Plan, and timely and fully satisfying any and all other conditions set forth herein, imposed by the Department's Board in the making

of the award, or in the Uniform Multifamily Rules. As provided for in 10 TAC §10.402(a), the Commitment expiration noted in paragraph A below may not be extended. Without limitation, failure to submit the documentation in sections A.1.-6. below, by the specified submission dates, may result in the termination of the award documented in this Commitment:

A. Not later than **September 25, 2024**, which is the expiration date of this Commitment, the Development Owner must provide in form and substance satisfactory to the Department in its reasonable judgment all of the following items (if not already provided):

1. This Commitment, accepted and agreed to by the Development Owner, as evidenced by the original signature of an individual duly represented as being authorized to act on behalf of the Development Owner without need of joinder or approval by anyone else;
2. In accordance with 10 TAC §11.901(6) of the Qualified Allocation Plan, a check for the Commitment Fee in the amount of **\$80,000**;
3. In accordance with 10 TAC §10.402(d) of the Uniform Multifamily Rules, each and all of the following documents must be submitted by the Development Owner and failure to provide these documents may cause this Commitment to be rescinded:
 - a. For entities organized under the laws of the State of Texas, a copy of the Certificate of Filing for the Certificate of Formation and a Certificate of Fact from the Office of the Secretary of State. For entities organized under the laws of a jurisdiction other than the State of Texas, a Certificate of Application for foreign qualification in Texas and a Certificate of Fact from the Texas Secretary of State. If the entity is newly formed and a Certificate of Fact is not available, a statement is provided to that effect;
 - b. A current statement of Franchise Tax Account Status issued by the Texas Comptroller of Public Accounts or, if the entity is newly formed and no status is available, a statement by the Development Owner must be provided to that effect;
 - c. Evidence that the signer(s) of the Commitment has (have) the authority to sign on behalf of the Applicant in the form of a certified corporate resolution which indicates the person or sub-entity in Control consistent with the entity contemplated and described in the Application and that those Person(s) signing the Commitment constitute all Persons required to sign or submit such documents; if intervening persons or entities are involved in any such execution, certified resolutions as to the authority of each and all persons executing or executing on behalf of any entity must also be provided;
 - d. Evidence of final approval of any zoning that is required or was proposed or needed to be changed pursuant to the Development plan;
 - e. Evidence that any necessary replatting in order to vacate a right of way has been completed and evidence of control of the entire Development Site;

f. Evidence of satisfaction of any conditions identified in the Credit Underwriting Analysis Report, in the conditions approved by the Board from the Executive Award Review and Advisory Committee as provided for in 10 TAC Chapter 1, Subchapter C (relating to Previous Participation Review), in the conditions approved by the Board regarding 10 TAC §11.101(a)(2) related to Undesirable Site Features, in the conditions approved by the Board regarding 10 TAC §11.101(a)(3) related to Neighborhood Risk Factors, or any other conditions of the award required to be met at the time of Commitment;

g. Documentation of any changes to representations made in the Application subject to 10 TAC §10.405 of the Uniform Multifamily Rules (relating to Amendments and Extensions); and

h. For Applications underwritten with a property tax exemption, documentation must be submitted in the form of a letter from an attorney identifying the statutory basis for the exemption and indicating that the exemption is reasonably achievable subject to appraisal district review. Additionally, any Development with a proposed Payment in Lieu of Taxes agreement or similar agreement, however designated (“PILOT”) must provide evidence regarding the statutory basis for the PILOT and its terms.

4. If the Applicant proposes to relocate existing units in an otherwise qualifying At-Risk Development, provide evidence that the affordability restrictions and any At-Risk eligible subsidies are approved to be transferred to the Development Site.

B. In accordance with 10 TAC §10.402(f) of the Uniform Multifamily Rules, all documents outlined in the Carryover Manual, including for USDA-funded developments, documentation of the submission of a complete Preliminary Assessment Tool to the USDA, relating to the execution of a **Carryover Allocation Agreement** pursuant to §42(h)(1) of the Internal Revenue Code and Treasury Regulations §1.42-6 must be submitted to the Department no later than 5:00 p.m. Austin local time on **November 1, 2024**, unless such date has been extended in writing by Department. Requested extensions made after that time and date will not be considered by staff.

C. In accordance with 10 TAC §10.402(g) of the Uniform Multifamily Rules and pursuant to §42(h)(1)(E)(i) and (ii) of the Internal Revenue Code, all documents outlined in the Post Carryover Activities Manual relating to the 10% Test must be submitted to the Department no later than 5:00 p.m. Austin local time on **July 1, 2025**, unless extended in writing by Department. Requested extensions made after that time and date will not be considered by staff.

D. In accordance with §42(h)(1)(E)(i) of the Internal Revenue Code, all Buildings in the Development must be placed in service no later than **December 31, 2026**.

E. Extensions to the deadlines itemized in paragraphs B and C, to the extent permitted under the Legal Authorities, must be requested in accordance with 10 TAC §10.405(c) of the Uniform Multifamily Rules and must be submitted prior to the date for which an extension is being requested. The Department may require documentation relating to the need for any extension and staff may recommend and the Board may assess point deductions on other current or future applications in accordance with Tex. Gov’t Code §2306.6710(b)(2).

F. Subsequent to the allocation of tax credits, should any terms of the proposed capital structure change or if there are material changes to the overall development plan or costs, the analysis must be re-evaluated and adjustment to the credit allocation and/or terms of other TDHCA funds may be warranted. If additional funds are required to ensure financial feasibility there can be no assurance that additional funds or other financial assistance will be available from the Department. In no event will the amount of Housing Tax Credits be increased.

This Commitment is subject to the following Development-specific conditions as reflected in the Department's published Credit Underwriting Analysis Report. Unless otherwise stated within the specific condition (which may not conflict with any of the Legal Authorities), the documentation required to demonstrate satisfaction of each condition must be submitted to the Department not later than 5:00 p.m. Austin local time on **September 25, 2024**.

Receipt and acceptance by Commitment: Certification that if the site is in the 100-year floodplain when it places in service, the finished ground floor elevation of the buildings will be at least one foot above the floodplain and that parking and drive areas will be no more than 6 inches below the floodplain; and that the Owner will provide flood insurance for the buildings as long as they remain in the floodplain.

Receipt and acceptance by Cost Certification:

a: Architect or engineer certification that the finished ground floor elevation for each building is at least one foot above the floodplain and that all drives and parking areas are not more than 6 inches below the floodplain; or certification (including a Letter of Map Amendment or Revision ("LOMA / LOMR-F") if applicable, documenting that the development is not within the 100 year floodplain.

b: For any buildings remaining in the floodplain, documentation that flood insurance is in place at the property owner's expense covering the buildings and coverage will remain in force as long as they remain in the floodplain.

Should any terms of the proposed capital structure change or if there are material changes to the overall development plan or costs, the analysis must be re-evaluated and adjustment to the credit allocation and/or terms of other TDHCA funds may be warranted.

G. This Commitment is also subject to the following Development-specific conditions as imposed by the Board regarding 10 TAC §11.101(a)(2) related to Undesirable Site Features

NA

H. This Commitment is also subject to the following Development-specific conditions as imposed by the Board regarding 10 TAC §11.101(a)(3) related to Neighborhood Risk Factors

NA

I. This Commitment is also subject to the following Development-specific conditions as imposed by the Board in its award

NA

J. Development Owner acknowledges that this Commitment does not represent a commitment of any funds awarded under the Multifamily Direct Loan Program; award Letters and specific Direct Loan Conditions for Multifamily Direct Loans will be issued separately from this Commitment Notice. However, those Development Owners awarded Multifamily Direct Loans composed of HOME funds from the Department are cautioned against taking any choice-limiting action as described and addressed in CPD Notice 01-11, including but not limited to any transfers or assignments of the property, in anticipation of the Federal commitment but prior to receiving Federal environmental clearance from the Department. Development Owners expecting to ultimately receive a commitment of any such funds from the Department are encouraged to familiarize themselves in detail with the HUD environmental review process and, if applicable, submit their request for Federal environmental clearance as soon as possible, but in no event later than with the applicable date indicated in 10 TAC §13.11(b) (2). Choice-limiting activities as defined by HUD in 24 CFR Part 58 may result in the termination or rescission of any related funding commitment and potentially lead to the revocation of this Commitment as a result of the financial infeasibility created by the loss of such funds and further penalties pursuant to 10 TAC §13.11(a) and 10 TAC §11.9(f).

K. Included with this Commitment is the "Application Verification and Compliance Review" form. This review form contains representations from the Application, changes during the Application process, and the Application as underwritten and approved by the Board. Please review the attachment for accuracy and identify any errors by marking the corrected information in red. This is solely to facilitate a detailed review of said representations and the legal obligations they have created and does not constitute an opportunity to change, modify, abrogate, or otherwise alter any such representation or the enforceability thereof. The Application Verification and Compliance Review form, initialed and signed by a person with full authority to act on behalf of the Development Owner, must be submitted with this Commitment.

L. In addition to the requirements of the Legal Authorities, Development Owner hereby agrees and acknowledges that all assurances, pledges, conditions, restrictions, representations, or obligations, however designated, which the Development Owner (including any of its affiliates) undertook in applying for Housing Tax Credits will be incorporated into a Land Use Restriction Agreement ("LURA") or other applicable document with respect to the Development. Such LURA or document will also incorporate provisions requiring compliance with Section 42 and with Chapter 2306, including but not limited to requirements for: annual reporting and periodic inspections; payment of the fees, charges, and expenses of the Department in connection with monitoring and compliance activities; management, operating, maintenance, and repair standards; tenant selection and income certification; limitations on rents, charges, and fees payable by tenants; cost controls and management selection; and a minimum thirty-year affordability period, or such longer period as elected and set forth in the Application. If any liens (other than mechanics' or materialmen's liens for which construction bonds are in place or other provisions made to ensure discharge) have been recorded against the Development prior to the recording of the LURA, the Development Owner shall also obtain and submit to the Department the

subordination of the rights of any such lienholder, or other effective consent, to the survival of certain obligations contained in the LURA following the foreclosure of any such lien.

On behalf of the Department:

By: 

August 26, 2024

Authorized Representative

Date

I (We), Development Owner, hereby acknowledge and agree to abide by all terms and conditions stated in this Commitment and any referenced documentation contained herein.

I (We), on behalf of the Development Owner, hereby acknowledge and agree that pursuant to 10 §10.406 of the Rules, the transfer of an allocation of Housing Tax Credits or ownership of a Development supported with an allocation of Housing Tax Credits to any person including an Affiliate of the Development Owner shall not occur unless the Development Owner obtains the Department's prior, written approval of the transfer.

I (We) hereby acknowledge that failure to comply with this Commitment, the Legal Authorities, as applicable, and any referenced documentation contained therein may result in a refusal by the Department to issue IRS Form(s) 8609 for purposes of Housing Tax Credits as well as its exercise of other remedies, including revocation of this Commitment.

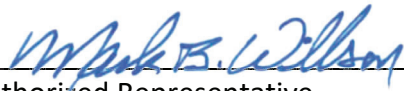
I (we) hereby acknowledge that the Development will be constructed in compliance with the 2010 ADA Standards (with the HUD exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" *Federal Register* 79 FR 29671, if relevant) and as further amended by 10 TAC Chapter 1, Subchapter B.

Comal Partners, L.P.

Development Owner

99-4642341

Employee Identification Number



Authorized Representative

9/11/2024

Date

Mark B. Willson, Manager

Authorized Representative (Printed Name, Title)

8/24/2026

Agenda Item No. G)

PRESENTER:

Matt Greene, Principal Planner

Thad Rutherford, President and CEO of Southstar at Mayfair Developer, LLC

SUBJECT:

Discuss and consider the following Mayfair-related amendments, requested by Thad Rutherford, President and CEO, Southstar at Mayfair Developer, LLC:

- a) Public hearing and consideration of proposed amendments to the Mayfair Development and Design Control Document (DDCD): and
- b) Proposed amendments to the Mayfair Development Agreement.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** Outside City Limits**BACKGROUND INFORMATION:**

Case #: PZ26-0199 and CS26-0110

Applicant/Owner: Southstar at Mayfair Developer, LLC
Thad Rutherford, President and CEO
651 Business IH 35, Suite 420
New Braunfels, TX 78131

Staff Contact: Matt Greene
(830) 221-4053 | mgreene@newbraunfels.gov

Mayfair is an approximately 1,880-acre mixed-use development located adjacent to the city limits within the City's extraterritorial jurisdiction (ETJ) in Comal County. The overall development is generally bound by FM 1102 to the west, FM 1101 to the east, Woods Path and Watson Lane East to the north, and Kohlenberg Road to the south. It extends across both the east and west sides of IH-35 north of New Braunfels.

Created as a Water Improvement District (WID) in accordance with state statute, Mayfair is governed by a Development Agreement between the City and Southstar at Mayfair, LLC, which was approved by City Council on June 28, 2021, and subsequently amended on May 6, 2024 (see Resource Link). The Mayfair Development Agreement establishes design standards, development applications, review processes, and infrastructure improvements that are unique to the Mayfair development. In approving the agreement, City Council directed that these standards serve as a model for future amendments to the City's development ordinances and for future development within the city limits, while advancing the goals of the Comprehensive Plan.

The agreement also adopted the Mayfair Development & Design Control Document (DDCD), which serves as the primary governing document for design standards, development processes, and application requirements. All development activity within Mayfair is reviewed by the City of New Braunfels for compliance with the

DDCD (see Resource Link).

ISSUE:

The applicant is seeking amendments to both the Mayfair DDCD and their corresponding Development Agreement. These requests are being presented concurrently, as several proposed changes in each document are interrelated. As such, approval of one document would, in effect, necessitate approval of corresponding provisions in the other.

Pursuant to Section 1.8 of the Mayfair DDCD, the master developer (applicant) may request amendments to the DDCD in accordance with the procedures and criteria established in the document. The applicant is requesting amendments to update administrative processes, revise Part G (Signage), and amend Part H (Definitions), along with several other minor modifications as outlined in the attached summary of proposed DDCD amendments. A mark-up copy of the proposed amending DDCD is also attached for reference.

DDCD amendments of the type being requested are considered optional rather than obligations established through the development agreement. As such, they require a public hearing before the Planning Commission, followed by a formal recommendation to the City Council. After the Planning Commission issues its recommendation, a second public hearing is conducted by the City Council, at which time a final decision on the request is made.

The applicant is also proposing general amendments to the Development Agreement. These amendments include reorganizing certain sections of the document to improve administrative clarity, such as simplifying definitions and relocating process-related information to more appropriate sections. Additional updates include revisions to City Department and City Staff references to ensure consistency with City ordinances, as well as minor modifications to the section addressing the District and Indebtedness (see attached Summary of Proposed Development Agreement Amendments and Proposed Mayfair Development Agreement Amendment Mark-Up Copy).

The applicant is also proposing several new amendments to the Development Agreement, including:

- Adding a definition for ‘Public Facilities’ and clarifying that such facilities are permitted within all land use areas.
- Establishing a requirement and process for Periodic Conforming Updates, along with a defined cadence to ensure consistency across the Master Framework Plan, Sector Plans, and plats.
- Updates related to Sector Plans, including: i. Allowing concurrent review of the Sector Plan and the Sector Plan TIA, and removing the review ‘shot clock’ when the City evaluates these items concurrently. ii. Allowing conditional approval of a Sector Plan pending approval of the Sector Plan TIA.
- Revising provisions related to parks by requiring that the tracking of park types toward the Park Schedule be included in both the final plat and the Periodic Conforming Updates.

For additional details, please refer to the attached Summary of Proposed Development Agreement Amendments and the mark-up copy of the proposed amending Development Agreement.

As mentioned above, since both sets of amendments are interrelated, both items are being presented together on the Individual Agenda. A motion on the amending documents may be considered jointly or individually at the discretion of City Council.

COMPREHENSIVE PLAN REFERENCE:

Mayfair's proposed amendments to the DDCCD and Development Agreement would be consistent with the following actions from Envision New Braunfels:

- **Action 1.2:** Create plans for neighborhoods and transitional areas to maintain quality of life.
- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 3.6:** Proactively provide a regulatory environment that remains business and resident friendly.

Future Land Use Plan:

The subject property is located within the Oak Creek Subarea, near Future Employment, Civic, and Market Centers.

STRATEGIC PLAN REFERENCE:

YES **Economic Mobility** N/A **Enhanced Connectivity** N/A **Community Identity**

YES **Organizational Excellence** N/A **Community Well-Being**

- Objective: Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.
- Objective: Support Confluence, the New Braunfels Chamber of Commerce Economic Development Strategic Plan, by helping to ensure a community that supports the targeted industries and increases the diversity of job opportunities in the community.
- Objective: Continue to utilize cross departmental teams to enhance services provided to internal and external customers.

FISCAL IMPACT:

Certain tracts within Mayfair are subject to Limited Purpose Annexation in accordance with the Development Agreement. As a result, the City will receive a portion of the sales and use tax revenues generated from these properties.

RECOMMENDATION:

Approval. The requested amendments are consistent with the overall purpose and intent of Mayfair, its Guiding Principles and Objectives, and align with goals and policies of Envision New Braunfels and objectives of the City's Strategic Plan.

The Planning Commission held a public hearing for the proposed DDCCD amendments (PZ26-0199) August 4, 2026, and recommended approval of the applicant's request to amend the DDCCD (5-0-1).

Mailed notification for DDCCD amendments as required by the Development Agreement:

Public hearing notices were sent to 322 owners of property within the Mayfair development or within 200 feet of the request. The City has received three responses in favor from #'s 99, 275 and 323, three opposed from #'s 62, 151 and 158, and one additional response from #74 that did not indicate in favor or opposed but did provide a general comment.

As this is not a rezoning case, the supermajority vote requirement, commonly referred to as the "20% rule," does not apply. Pursuant to the development agreement with the City, notification of an amendment to the Mayfair Development & Design Control Document (DDCCD) is required to be provided to property owners within the Mayfair development and to owners of property located within 200 feet of Mayfair.

RESOURCE LINKS:

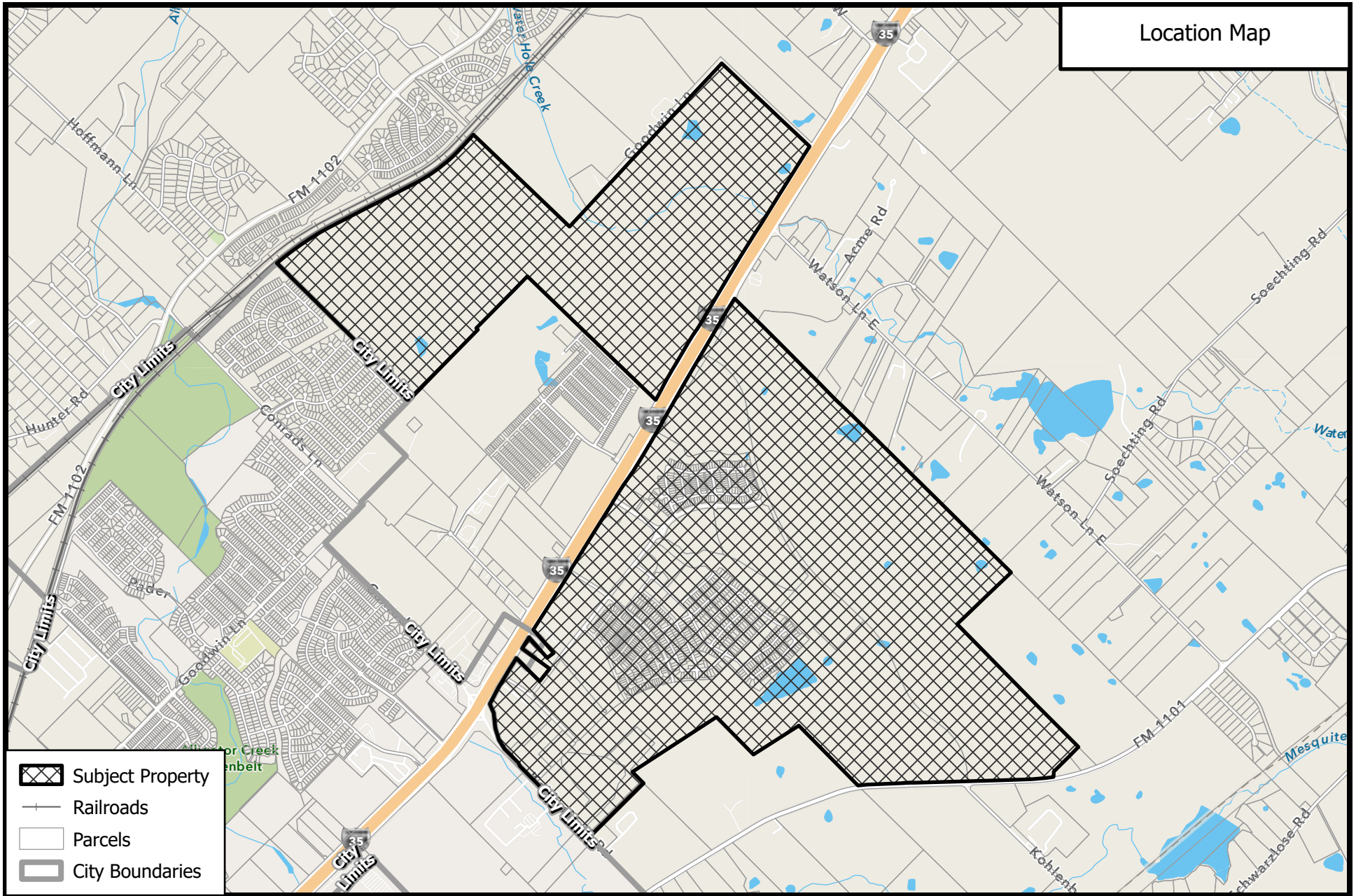
Current Development Agreement for Comal County WID No. 3:

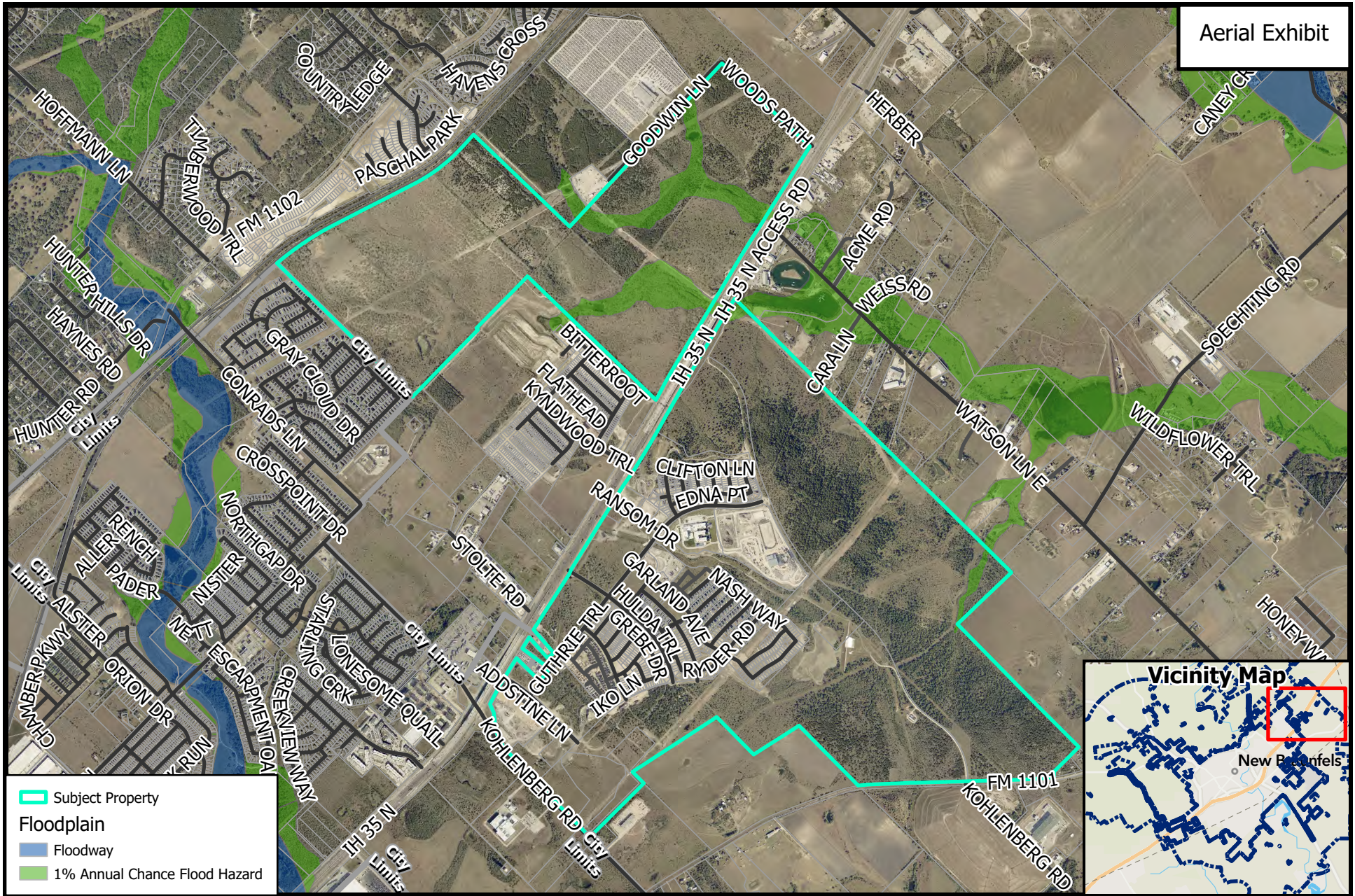
<https://www.newbraunfels.gov/DocumentCenter/View/26101/Fully-Executed-Mayfair-Amended->
<https://www.newbraunfels.gov/DocumentCenter/View/26101/Fully-Executed-Mayfair-Amended->Development->

Current Development & Design Control Document:

<https://www.newbraunfels.gov/3333/Mayfair#docaccess->
<https://www.newbraunfels.gov/3333/Mayfair>

<https://www.newbraunfels.gov/3333/Mayfair> <<https://www.newbraunfels.gov/3333/Mayfair>>





SUMMARY OF PROPOSED MAYFAIR DEVELOPMENT & DESIGN CONTROL DOCUMENT AMENDMENTS

- **PGs IV, 15, 17, 19 and 21:** updated with the amending Master Framework Plan approved by City Council July 13, 2026.
- **PG. 2:** Updated Section 1.2, the description of the Master Framework Plan, based on the recent amendments to the plan.
- **PG. 3:** Updated Section 1.2.1, Master Framework Plan Application Submittal Requirements, for consistency with the recent amendments to the Master Framework Plan.
- **PG. 4:** Updated Section 1.3, Sector Plan, by striking “Sector,” which was included in error, and striking “TIA and Planning Level TIA Amendment,” as this section is intended to reference City documents. The Master Plan, Master Drainage Report, and Master Framework Plan are the appropriate documents identified in this context. While the Sector Plan TIA is part of the overall submittal package, it is not a City document and therefore does not fall within the scope of this section.
- **PG. 4:** Updated Section 1.3.1, Sector Plan Submittal Requirements, by striking “City’s most current Master Plan requirements including” and “and Planning Level TIA Amendment”, which were included in error.
- **PG. 5:** Updated Section 1.3.1, Sector Plan Submittal Requirements, by striking the Parks item as it is redundant with Parks requirements listed under Development Statistics.
- **PG. 5:** Updated Section 1.4, by striking “Planning Level TIA Amendment” as it was included in error.
- **PG. 6:** Updated Section 1.4, 8th bullet point under Development Standards, by striking “statement of proposed gross acreage of park” and replacing with “Rolling maintenance plan”, as it is appropriate and consistent with the proposed amending development agreement.
- **PG. 6:** Updated Section 1.4, 9th bullet point under Development Standards, by adding “and comparison against quartile requirements and project-to-date comparison against

quartile requirements” to the end of the statement, as this is appropriate for ease of tracking park progress.

- **PG. 6:** Updated Section 1.4, 4th bullet point under Supporting Plans & Reports as Required, by striking “Planning Level TIA Amendment” as it was included in error.
- **PG. 9:** Corrected Section 1.8, Table 1-1 to reflect City Staff as Review Body rather than Decision Maker for Major Amendments to the Master Framework Plan.
- **PG. 10:** Updated Section 2.1.1, by striking the 2nd bullet point and replacing “Planning Director” with “City Staff” in the 3rd and 4th bullet points, to be consistent with the proposed amending Development Agreement.
- **PG. 11:** Updated Section 2.3.3.2 by revising the language in the 2nd bullet point, Alternative Development Standards, to be consistent with the Development Agreement.
- **PGs 23 – 29:** Updated the Land Use Matrix in Section 7.1 to be consistent with the recently amended Master Framework Plan and proposed amendments to the Development Agreement, allowing public facilities to be located within any designated land use area.
- **PG. 67:** Added notation to Section 10-1 that aligns with language in the Development Agreement that the Park Dedication/Development Schedule reflects minimum commitment of parkland dedication.
- **PG. 75:** Added a reference to the City’s Code of Ordinances in Section 11.3.2.3.1., regarding internal parking area shading.
- **PG. 81:** Revised Section 12.3.2.1.1, Siting of Parking Areas in Mixed-Use areas, to address concern for safety and experience of guests if buildings were pushed to the edge of the IH-35 frontage Road. The priority for Mixed-Use areas is to support walkability within the community and safe passage within the parcel and between parcels.
- **PG. 98:** Section 13.9, added supplemental temporary signage restrictions.
- **PGs 98 and 99:** Updated Section 13.11 by adding additional restrictions to Commercial Signage.
- **PG. 99:** Updated Section 13.13 to clarify Logo Columns and Walls must be located outside of the right-of-way.

- **PG. 100:** Added language to Section 13.21, Flags, that is currently present in City Code of Ordinances. Also increased maximum height of flags in commercial areas to 30 feet.
- **PG. 100:** Added Section 13.22, prohibiting off-premise signage according to the City's Code of Ordinances.
- **PG. 100:** Deleted the 2nd bullet point in Section 13.23 as it was repetitive of the first bullet point.
- **PG. 104:** Table 13-2, Mayfair Commercial Signage Chart, added limit of 1 flagpole per lot and clarification that an electronic message sign may be utilized in lieu of an allowed free-standing monument or pole sign.
- **PG. 105:** Table 13-2, Mayfair Commercial Signage Chart, added standards for IH 35 frontage signs.
- **PG. 113:** Added a definition for "IH-35 Frontage".
- **PG. 114:** Revised definition of "Mixed Use" for clarity.
- **PG. 118:** Added definition for "Sign, Electronic Message".
- **PG. 118:** Added additional language to "Sign, Monument", clarifying that this sign type shall only have 2 sign faces.
- **PG. 119:** Added a definition for "Sign, Single Tenant Pole".

L:\Projects\Mayfair\DDCD Amendments\PZ26-0199 DDCCD Proposed Amendments May 2026\Granicus\Attachments\Summary of Proposed Amendments.docx



DEVELOPMENT & DESIGN CONTROL DOCUMENT

Southstar & City of New Braunfels

V.15
August 2026

Disclaimer

The Development & Design Control Document is Exhibit D to the Development Agreement between City of New Braunfels and Mayfair at Southstar LLC for a proposed Mixed Use Development, approved by the City on January 22, 2024.

Capitalized terms in this disclaimer shall have the meaning set forth in Section 15 of this DDCCD.

This DDCCD is envisioned as a dynamic document that shall continue to evolve in response to changing conditions and circumstances. As such, it is anticipated that over the life of the Project, the Development Standards herein may be amended to incorporate new conditions, special opportunities and/or circumstances, subject to mutual agreement of the City of New Braunfels and Mayfair at Southstar LLC.

The Master Developer and the City advise any party acquiring an interest in the property to obtain a current copy of this DDCCD before making any investment or development decisions regarding the property.

Each party acquiring an interest in property that is the subject of this DDCCD, whether by purchase, lease, as collateral for a loan or otherwise, acknowledges and agrees that development and use of the property is subject to the current version of this DDCCD, a copy of which is available at the offices of the City. Notwithstanding the foregoing, each Applicant seeking approval of proposals or plans under this DDCCD is solely responsible for complying with all laws and any approvals granted in relation to this DDCCD is for general design conformance only and the Applicant remains responsible for proper engineering, planning and performance of the work and integrity thereof. No person has the authority to represent that any proposal or plan complies with this DDCCD or shall be approved except the applicable governing body acting in an authorized administrative approval capacity or in a duly called meeting.

Table of Contents

Part A Introduction & Administration

1	Mayfair Approval Process	2
2	How To Use This DDCCD	10

Part B Framework Plans/Guiding Principles

3	Mayfair Master Framework Plan	14
4	Open Space/ Environment/ Parks and Amenities	16
5	Access & Connectivity/Infrastructure.....	18
6	Development Pattern/Employment/Economic Impact	20

Part C Allowed Land Uses

7	Allowed Land Use Matrix.....	23
---	------------------------------	----

Part D Design Code

8	Subdivision Design.....	32
---	-------------------------	----

Part E Land Use Code

9	Land Use Code/Types	44
---	---------------------------	----

Part F Park Use

10	Park Use	65
----	----------------	----

Part G General

11	Landscape & Lighting	72
12	Parking, Access and Servicing.....	79
13	Signage.....	97
14	Vegetation Protection	106

Part H Appendices

15	Abbreviations and Definitions.....	109
16	TIA.....	121

Tables, Figures and Plans

Framework Plans

3-1	Mayfair Master Plan	15
4-1	Open Space/Environment/Parks and Amenities	17
5-1	Access & Connectivity/Infrastructure	19
6-1	Development Pattern/Employment/Economic Impact ...	21
13-1	Master Signage Plan	104

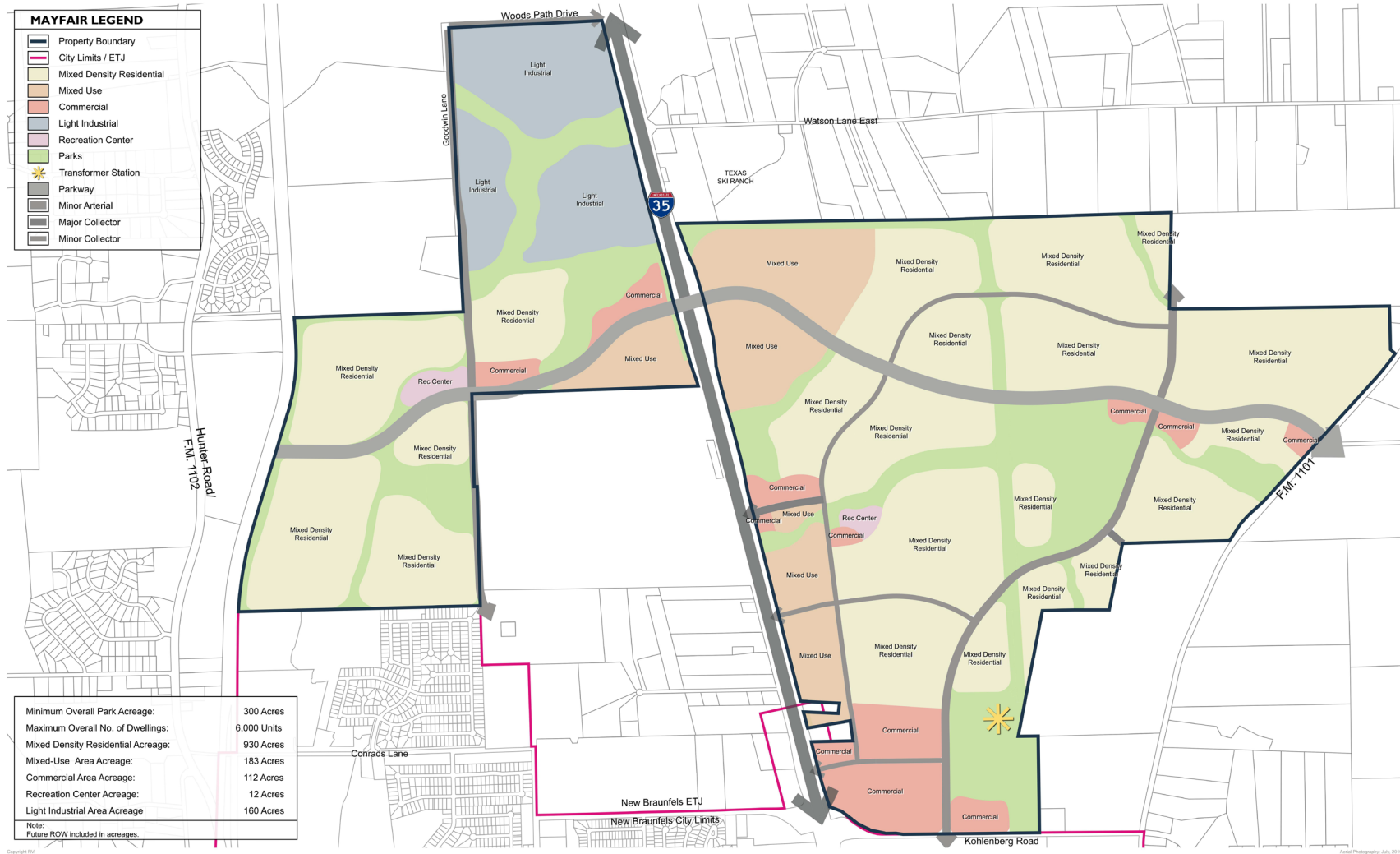
Tables

1-1	Review and Approval Authority	9
10-1	Park Development Schedule	67
12-1	Minimum Parking Ratio	86
12-2	Park Use Parking Ratio	95
12-3	Shared Parking Schedule	96
13-1	Mayfair Signage Size Chart	103

Figures

1-1	Entitlement Process	2
2-1	DDCD Structure	10
2-2	Code Hierarchy	12
8-1	Cross Sections – Local A Street	37
8-2	Cross Sections – Local B Street	37
8-3	Cross Sections – Minor Collector	38
8-4	Cross Sections – Minor Collector w/Bicycle Lane	38
8-5	Cross Sections – Major Collector	39
8-6	Cross Sections – Major Collector w/Bicycle Lane	39
8-7	Cross Sections – Minor Arterial	40
8-8	Cross Sections – Minor Arterial w/Bicycle Lane	40
8-9	Minor Arterial with Shared Use Path	41
8-10	Cross Sections – Parkway	41

Mayfair Master Framework Plan



Updated June 2026

PART A

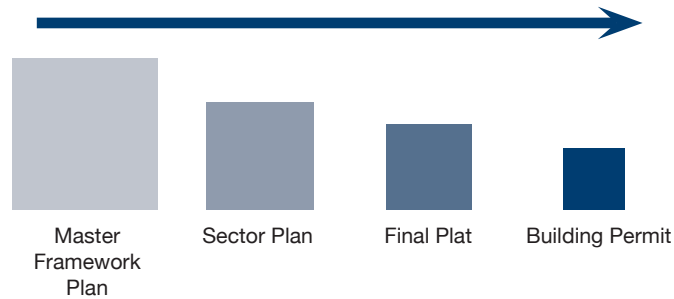
INTRODUCTION & ADMINISTRATION

1 Mayfair Approval Process

The following is an overview of the approval process for all development within the project, which is more fully set forth in the Development Agreement.

The entitlement process is illustrated in Figure 1-1.

Figure 1-1 Entitlement Process



1.1 Development Agreement

The Development Agreement is an agreement between the City and the Master Developer facilitating the planning and development of the project. The Development Agreement, among other matters, establishes the approval process for development within the project.

Where there is an inconsistency or conflict between this DDCCD and the Development Agreement, the Development Agreement shall prevail.

1.2 Master Framework Plan

The Master Framework Plan establishes a broad development framework for the project by identifying the location of land uses, parks, ~~schools, utility corridors, major utility facilities~~, major roadways, activity nodes, project boundaries, and other items shown on the Master Framework Plan.

In considering a major amendment to the Master Framework Plan, the City Council shall consider the following:

- whether the proposed amendment will be appropriate in the context of the immediate area, and the relationship to the City as a whole;
 - whether the proposed change is generally in accordance with any existing or proposed plans for providing public schools, streets, water, wastewater, and other utilities to the project or immediate area;
 - how other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;
 - any other factors that will substantially affect the public health, safety, morals, or general welfare;
 - whether the amendment is consistent with the Guiding Principles for the project outlined in Part B
- The process for amending the Master Framework Plan is set forth in the Development Agreement.
- The submittal requirements for an amendment to the Master Framework Plan are included below.

1.2.1 Master Framework Plan Application Submittal Requirements

The following information shall be identified on any amendment to the Master Framework Plan.

Scale: Of a scale sufficient to determine detail.

EXISTING CONDITIONS
- City limits and ETJ limits. - Project boundary. - Existing and any approved abutting streets. Existing and any approved stormwater management facilities and improvements
DEVELOPMENT STATISTICS
Minimum gross acreage of major land uses: parks, mixed density residential, commercial and light industrial. - Statement of the proposed number of residential dwellings. Statement of proposed minimum gross acreage of parks
THOROUGHFARES
- Alignment of abutting road stub extensions. - Location of external access points. - Alignment of major roadways. - Approximate alignment of major accessways.
PARKS
Conceptual location for all parks including approximate acreage and park categorization.

1.3 Sector Plan

A Sector Plan establishes a detailed framework for a sector by identifying neighborhood structure, land use and intensity, internal connectivity, major and minor roadways, major accessways and parks.

- ▶ The process for submitting a Sector Plan application is set forth in the Development Agreement.
- ▶ The submittal requirements for a Sector Plan application are detailed in section 1.3.1

In considering the approval of a Sector Plan application, the City Staff shall consider the following:

- the Master Framework Plan;
- any code identified in this DDGD as being applicable to a Sector Plan application; and
- any other terms set forth in the Development Agreement.

- ▶ The triggers and processes for Major and Minor amendments to an approved Sector Plan are set forth in the Development Agreement.

In considering a major amendment to a Sector Plan, the City Staff shall consider the following:

- whether the proposed amendment will be appropriate in the context of the immediate area, and the relationship to the project as a whole;
- whether the proposed change is generally in accordance with any existing or proposed plans for providing public schools, streets, water, wastewater, and other utilities to the project or immediate area;
- how other areas within the project designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;

- any other factors that will substantially affect the public health, safety, morals, or general welfare;
- whether the amendment is consistent with the Guiding Principles for the project outlined in Part B;
- whether Sector Plan meets the City's most current Master Plan requirements including Master Drainage Plan Report, ~~and Sector Master Framework Plan; and TIA and Planning Level TIA Amendment; and~~
- licensing, deferral of required improvements, recordation and issuance of certificates of occupancy.

1.3.1 Sector Plan Submittal Requirements

The following information shall be identified on a Sector Plan.

Size: Sheets 24 in. wide and 36 in. long.
May be shown over multiple sheets as needed.

Scale: Of a scale sufficient to determine detail.

Area: A sector shall be a minimum of 100 acres or as otherwise agreed to by the City

SURVEY
• An accurate survey of the boundaries of the sector.
MASTER FRAMEWORK PLAN
• Comparison of Sector Plan to Master Framework Plan.
EXISTING CONDITIONS
• City limits and ETJ limits. • Project boundary. • Topographic contours of 2 ft. or less. • Watershed boundaries. • FEMA-100 year floodplain • Identified streams. • US jurisdictional waterways. • Existing water bodies.

EXISTING CONDITIONS

- Existing and any approved stormwater management facilities and improvements and associated easements.
- Existing and any NBU planned future trunk water and wastewater lines and associated easements.
- Existing and any NBU planned phase 3 transmission lines and associated easements.
- Existing and any approved abutting streets.
- Existing and any approved major accessways.
- ~~Reference the City's most current Master Plan requirements including Master Drainage Plan Report and Sector Plan TIA. and Planning Level TIA Amendment.~~

DEVELOPMENT STANDARDS

- A written submission detailing compliance to the applicable minimum development standard.
- If proposing an Alternative Development Standard in accordance with Section 2.3.3.3, identification of the applicable Alternative Development Standards.

DEVELOPMENT STATISTICS

- Statement of gross acreage of the sector.
- Statement of the proposed number of residential dwellings.
- Identification of the proposed acreage of each parcel.
- Park Master Plan representing gross acreage for community parks and greenbelt/conservation parks/trails within the Sector Plan.
- Statement of proposed gross acreage of pocket park, if applicable
- Statement of proposed connectivity ratio, compared with section 8.8
- Statement of proposed product diversity, compared with section 9.6
- Location of trails within sector.

THOROUGHFARES
- Alignment of proposed major and minor roadways (excluding public or private alleys). - Typical road section for each proposed roadway. - Approximate alignment of accessways.
DRAINAGE AND WATER QUALITY
- Approximate location of proposed stormwater management facilities and improvements. - Approximate location of stream buffers.
PARKS
Identification of park classifications Identification of private parks.
UTILITIES
- Location of trunk water and wastewater infrastructure easements. - TIA Worksheet.

1.4 Final Plat

An Applicant shall prepare and submit a Final Plat for all or part of that land shown on the Sector Plan. The Final Plat shall incorporate any and all changes, modifications, alterations, corrections and conditions imposed by the City **Council Staff** in approving the Sector Plan.

- ▶ The process for submitting and amending a Final Plat is set forth in the Development Agreement.
- ▶ The submittal requirements for a Final Plat application are to be in accordance with included as shown in section 1.4.1 Final Plat Submittal Requirements.
- ▶ Final Plat should reference and meet the city's most current Final Plat requirements including drainage report, TIA Worksheet/TIA, and Sector TIA Update. ~~Planning Level TIA Amendment.~~

1.4.1 Final Plat Submittal Requirements

The following information shall be identified on a Final Plat.

- Size: Sheets 18 in. wide and 24 in. long with a border of not less than ½ in on all sides
- Scale: No smaller than 100 ft. to 1 in. When more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire subdivision at an appropriate scale shall be attached to the plat.

APPLICATION DETAILS
- Names and addresses of the Applicant, record title owner, engineer and/or surveyor. - A Final Plat application form.
SUBDIVISION NAME
- Subdivision name. Note: The proposed name of the subdivision shall not have the same spelling or be pronounced similar to the name of any other subdivision located within the City or the City's ETJ, unless the subdivision is contiguous to a recorded subdivision and the Plat represents an additional installment or increment of the original subdivision. - Names of contiguous subdivisions and the owners of contiguous unplatted tracts, and an indication of whether or not contiguous properties are platted.
PLAT DETAILS
- Location and description of monuments that shall be placed at each corner of the boundary survey of the subdivision. - Lot numbers, block numbers, and the square footage of all lots or acreage if over one acre in size. - A statement shall be added on the Plat indicating where sidewalks and accessways are required and who is responsible for installing them.

PLAT DETAILS

- A statement shall be added on the Plat stating whether all or a portion of the subdivision falls within the 100-year flood event floodplain, and if so, the engineer's or surveyor's statement of the minimum permissible floor elevation for each Lot together with a statement that all buildings shall be constructed above that minimum floor elevation. If no portion of any Lot on a Plat is within an indicated special flood hazard zone, then the Plat shall state this: "No portion of any lot on this Plat is within an indicated special flood hazard zone according to the adopted flood maps of the City."
- Any applicable notes regarding specific limitations such as "No vehicular access from specific street to Lots W – Y, Block 1."
- Identify HOA/POA maintenance responsibilities, such as alleys or parks.
- Indicate shared access easements when proposed lot layout prohibits for each lot to comply with driveway spacing standards.
- Any Plat Note required by the DDCD.

EXISTING CONDITIONS

- The exact location, dimensions, name and description of all existing or recorded streets, alleys, reservations, easements or public ROW within the subdivision, intersecting or contiguous with its boundary or forming such boundary, with accurate dimensions bearing or deflecting angles and radii, area and central angle, degree of curvature, tangent distance and length of all curves where appropriate.
- The exact location, dimensions, description and name of all proposed streets, alleys, centerlines of streets and alleys, drainage easements, parks, public areas, reservations, easements or ROW, perimeter street ROW, blocks, lots and significant sites within the subdivision, with accurate dimensions bearing or deflecting angles and radii, area and central angles, degree of curvature, tangent distance and length of all curves where appropriate and distances between street jogs.

DEVELOPMENT STANDARDS

- If an Alternative Development Standard was approved in accordance with Section 2.3.3.2, identification of the applicable Alternative Development Standard/s.
- If an Alternative Development Standard is proposed in accordance with Section 2.3.3.2, identification of the applicable Alternative Development Standard/s.
- Letter from Comal County addressing indicating approved street names.
- Statement of gross acreage of the Plat.
- Statement of the proposed number of residential dwellings.
- Statement outlining the types of single-family dwelling permitted on each residential lot.
- Statement of proposed product diversity aligned with terminology from section 9.6.
- ~~Statement of proposed gross acreage of park: Rolling maintenance plan.~~
- ~~Statement of proposed gross acreage of individual park categories and comparison against quartile requirements and project-to-date comparison against quartile requirements.~~

SUPPORTING PLANS & REPORTS AS REQUIRED

- TIA Worksheet.
- TIA Update.
- Tree Protection Plan.
- Street Tree Plan, see 11.3.1 for standards.
- Final Plat should reference and meet the city's most current Final Plat requirements including drainage report, TIA Worksheet/TIA, and Sector TIA Update. ~~Planning Level TIA Amendment.~~

1.5 Additional Platting Processes

§118-33 – §118-41 of the Code of Ordinances apply to the project as they relate to vacating plats, replatting, amending plats, minor plats, development plats, guarantees, of performance, inspecting and acceptance of public improvements, licensing, deferral of required improvements, recordation and issuance of certificates of occupancy.

1.6 Building Permits (including Site Plans)

1.6.1 Non-Residential and Multi-Family Dwelling Use Developments

For non-residential and multi-family dwelling developments, an application for a Building Permit (including Site Plan) shall be submitted in accordance with the process set forth in the Development Agreement.

- Building Permits, including site plans, shall be obtained through the City of New Braunfels according to their requirements.

1.6.1.1 Non-Residential and Multi-Family Dwelling Use Developments

The following information shall be identified on a Site Plan.

Size: Sheets 8.5 in. wide and 11 in. long at a minimum, up to 24 in wide and 36 in. long at a maximum. May be shown over multiple sheets as needed.

Scale: Of a sufficient scale for legibility and to determine detail

PLAN DETAILS (WITH APPROPRIATE DIMENSIONS)

- Identification of proposed land use/s.
- Setbacks:
 - » front, side and rear; and corner and residential adjacent setbacks if applicable.
- Lot dimensions.
- All easements.
- Driveway approach details:
 - » flares/radii;
 - » width and spacing between driveways;
 - » distance from intersection.

PLAN DETAILS (WITH APPROPRIATE DIMENSIONS)

- Location and width of sidewalks.
- Building footprint.
- Notification of GFA.
- Landscape areas and buffers.
- Civic spaces.
- Sensitive features.
- Identified streams.
- Any applicable buffers.

ELEVATION DETAILS

- Height of structure.
- Horizontal and vertical articulation.
- Building design elements.
- Exterior building materials.
- Roof treatment and type.
- Entry way.
- Customer entrance and treatment and pedestrian route.

PARKING DETAILS (WITH APPROPRIATE DIMENSIONS)

- Number of spaces.
- Maneuvering space.
- Handicap spaces (van accessible).

SUPPORTING REPORTS & PLANS (AS REQUIRED)

- TIA Worksheet.
- TIA Update.
- Tree Protection Plan.
- Landscape Plan.

1.6.2 Single Family Dwelling Use Developments

As set forth in the Development Agreement, the process for approval of a Building Permit by the City for residential uses shall be consistent with the process for approval of Building Permits for residential uses within the corporate jurisdiction of the City. No person shall erect or construct or proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, repair, convert, extend or demolish any building or structure or cause the same to be done without first applying for and obtaining a Building Permit.

- ▶ The submittal requirements for a Building Permits in Mayfair are consistent with City of New Braunfels Code of Ordinances.

1.7 Special Use Permit

No person shall establish such a use identified as requiring a Special Use Permit without first applying for and obtaining a Special Use Permit from City Council.

Where a Special Use Permit is required, due consideration shall be given to the Guiding Principles and Planning Area Objectives. Where a land use does not compromise the achievement of these outcomes, the use should be allowed.

- ▶ The process for submitting a Special Use Permit is set forth in the Code of Ordinances.
- ▶ Uses that require a Special Use Permit are identified in Part C.

1.8 Review & Approval Authority

Table 1-1 Review and Approval Authority

This table provides only a summary of the project's entitlement process and does not establish any rights or remedies not expressly set forth in the Development Agreement or this DDCD.

REVIEW AND DECISION-MAKING AUTHORITY				
PROCEDURE	CITY STAFF	PLANNING COMMISSION*	CITY COUNCIL	PUBLIC NOTICE
Master Framework Plan				
Major Amendment	DM R	N/A	<DM>	N, M
Minor Amendment	DM	N/A	A	N/A
Sector Plan	DM	N/A	N/A ²	N/A
Major Amendment ¹	DM	N/A	N/A ²	N/A
Minor Amendment ¹	DM	N/A	N/A ²	N/A
Final Plat	DM	N/A	A	N/A
Major Amendment	DM	N/A	A	N/A
Minor Amendment	DM	N/A	A	N/A
Building Permit	DM	N/A	A	N/A
Site Plan	DM	N/A	A	N/A
Special Use Permit	R	<R>	<DM>	N, M, P
DDCD Amendment				
Development Agreement Obligation	R	N/A	DM	N/A
Optional	R	<R>	<DM>	N/M

R Review body (responsible for review and recommendation)

DM Decision-making body (responsible for final decision to approve or deny)

A Authority to hear and decide appeals by the Applicant of decision-making body's action

NA Not applicable

1 A major or minor amendment to a Sector Plan triggered by a request for an alternative development standard related to a signage or detailed building façade development standard shall not be mandated to meet the public notice requirements set forth above.

2 The applicant shall have the right to submit a new Sector Plan covering all or part of the Property covered by a Rejected Sector Plan, and such new Sector Plan, at the applicant's request, shall be reviewed by the City Council for approval.

< > Public hearing

N Newspaper

M Mailed to all properties within 200 feet of the subject property

P Posted

* Or any replacement body as set forth in the Development Agreement

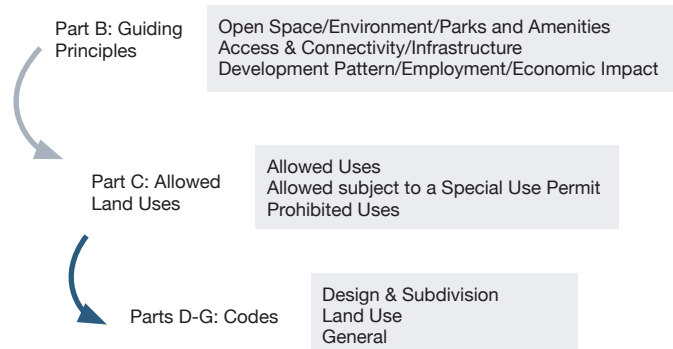
2 How to Use this DDCCD

2.1 Development & Design Control Document

This DDCCD establishes the parameters for development within the project through a hierarchy of principles, objectives and development standards. These parameters direct the preparation of Sector Plans, Plats and Site Plans. Compliance with this DDCCD shall be monitored and controlled as part of the cascading approval process.

The structure of the DDCCD is illustrated in Figure 2-1.

Figure 2-1 DDCCD Structure



2.1.1 Amendments to the DDCCD

The Development Agreement outlines particular circumstances where amendments to the DDCCD are specifically required. In these circumstances, the amendments shall follow the processes outlined in the Development Agreement.

In other circumstances, the Master Developer and/or the District may voluntarily apply to the City to amend this DDCCD. In these circumstances, the process for amending the DDCCD is:

- The Master Developer and/or the District shall submit, in writing, the proposed DDCCD amendments to ~~the Planning Director-City Staff~~.
- ~~The Planning Director shall review the proposed amendments and make a recommendation to the Planning Commission.~~
- The proposed amendments and ~~Planning Director-City Staff~~ recommendation shall be presented to the Planning Commission for their recommendation.
- After the Planning Commission makes a recommendation regarding the proposed amendments, the recommendations of the ~~Planning Director-City Staff~~ and the Planning Commission shall be presented to the City Council for review and action.
- The process for recommending the proposed amendments to the Planning Commission and City Council shall be in accordance with §144-2.1 of the Code of Ordinances, whereby all references to proposed zoning changes and text amendments, and the property subject to such changes, are taken to mean an amendment to this DDCCD, and land subject to this DDCCD.

2.2 Applicability of DDCCD

The DDCCD applies to all development within the project.

2.3 Elements of DDCCD

The following is an overview of the hierarchy of outcomes sought to be achieved by the project, and their role in the decision-making process.

2.3.1 Guiding Principles

Guiding Principles are the overarching outcomes sought to be achieved by the project and provide the framework for future development. The Guiding Principles are set forth in Part B of this DDCCD.

2.3.2 Allowed Land Use Matrix

The Allowed Land Use Matrix identifies land uses are allowed within Mayfair.

2.3.3 Codes and Development Standards

Codes outline the development standards that development is required to comply with. In achieving the development standards, it shall be deemed that development contributes to the achievement of the Guiding Principles.

Where this DDCCD is silent on any matter, the Code of Ordinances applies unless the Development Agreement indicates otherwise.

2.3.3.1 Codes

There are ~~six~~ four types of codes:

- Sector Design Code is applicable to all Sector Plan applications.
- Plat Design Code is applicable to all Plat applications.
- Use Codes are applicable to certain Site Plan applications.
- General Codes are applicable to certain Sector Plan, Plat and Site Plan applications.

Most applications shall be required to address more than one code.

2.3.3.2 Development Standards

There are ~~three~~ two types of development standards:

- Minimum Development Standards: the minimum standards an application is required to achieve in order to be approved by the City. The City agrees the Minimum Development Standards are discrete, measurable requirements. If an application meets the minimum development standards, then the application must be approved.
- Alternative Development Standards: ~~specific and/or circumstantial standards that do not satisfy the Minimum Development Standards but are determined to be acceptable based upon design principles or objectives.~~ A standard above the Minimum Development Standard based on design principles or objectives. ~~An Applicant may elect to submit an application using Alternative Development Standards, provided that if the Planning Director does not recommend approval of the Alternative Development Standard or the City Council does not approve the Alternative Development Standard, then the Applicant may revert to the Minimum Development Standard and the application will then be measured solely on the grounds of whether it satisfies the applicable Minimum Development Standard.~~ An Applicant may elect to submit a Sector Plan using Alternative Development Standards. As described in the Development Agreement, City Staff shall review and approve any Alternative Development Standards. If City Staff does not approve the Alternative Development Standards, then the Applicant may revert to the Minimum Development Standards and the Sector Plan will be considered on the grounds of whether such standards are met.

~~A request for approval of an Alternative Development Standard/s may be made as part of a Sector Plan application. Alternative Development Standards may be approved by the City Council and are applicable to all or part of a sector as indicated on an approved Sector Plan. When considering an Alternative Development Standard, the Planning Commission and City Council shall give due consideration to the Guiding Principles and Alternative Development Standards Guidance as set forth in this DDCCD. Where an Alternative Development Standard does not compromise the achievement of these goals, the Planning Commission and City Council are encouraged to approve the Alternative Development Standard.~~

~~Where one or more Alternative Development Standard is approved as part of a Sector Plan application, all subsequent Plats, Building Permits and Site Plans related to such approved Sector Plan shall comply with the approved Alternative Development Standard/s. Any approval by the City Council of any Alternative Development Standard in connection with an approved Sector Plan shall be applicable only to that Sector Plan and shall not be applicable to any other Sector Plan unless specifically so indicated by the City Council.~~

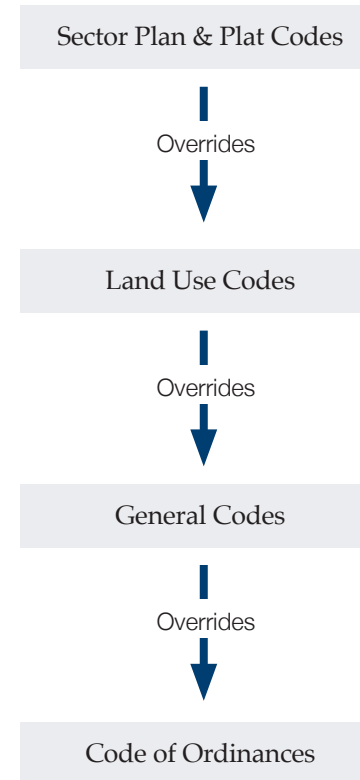
Where there is an inconsistency or conflict between the development standards or the applicable codes, the inconsistencies shall be resolved in accordance with Figure 2-2.

Nothing in this DD CD shall be construed to modify the meaning or interpretation of any applicable new ordinances as set forth in the Development Agreement.

2.3.3.3 Alternative Development Standard Guidance

Alternative Development Standards Guidance identifies the specific Guiding Principles, Code Purposes and associated objectives that the City Council shall use to consider approving a proposed Alternative Development Standard.

Figure 2-2 Code Hierarchy



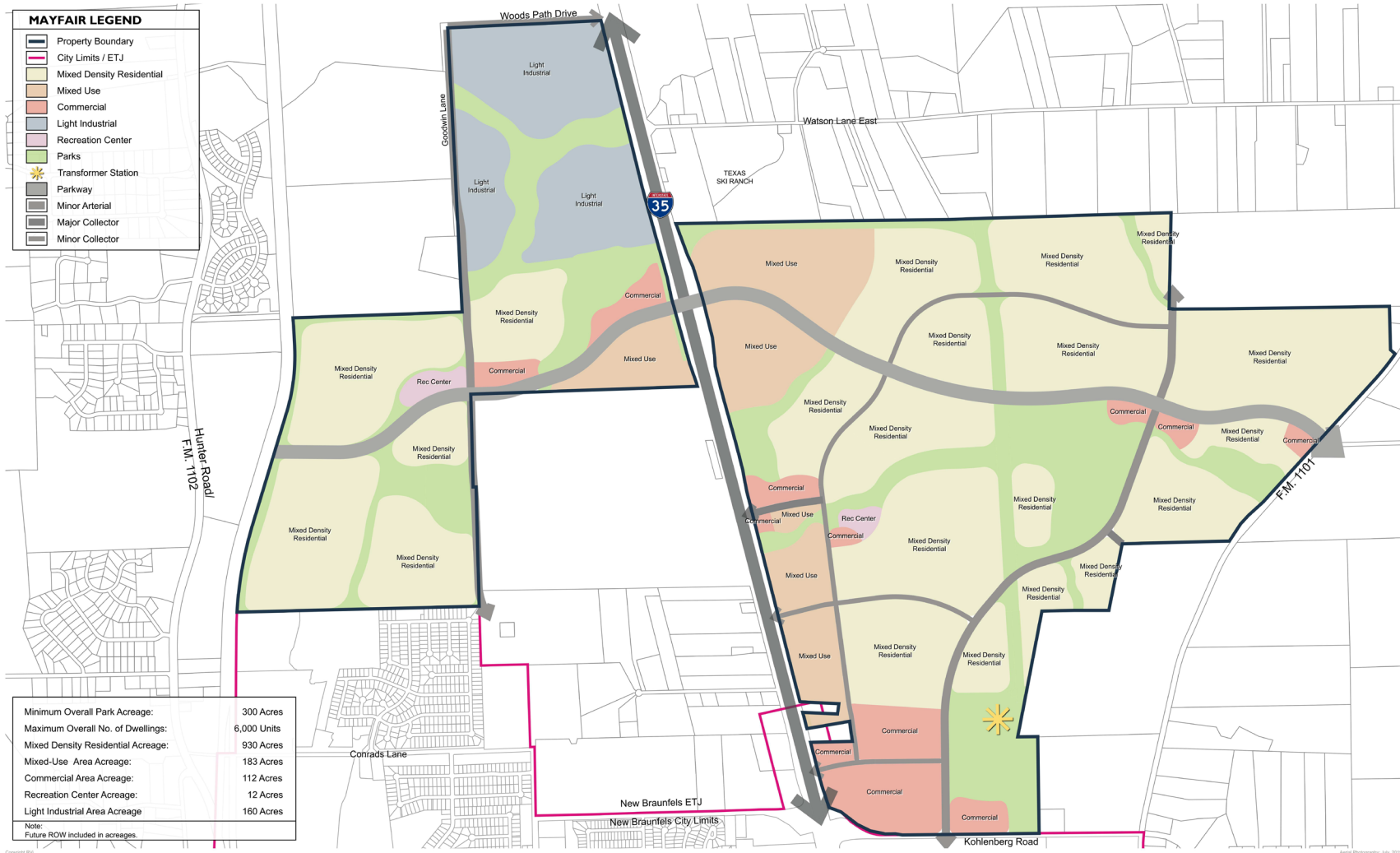
PART B

FRAMEWORK PLANS/GUIDING PRINCIPLES

3 Mayfair Master Framework

Mayfair will be a place of business, entertainment, outdoor recreation, gathering and home for a wide variety of existing and future Comal County residents. Mayfair's success will be measured by its delivery of a thriving cohesive community that supports the economic & infrastructure growth of the region while protecting and engaging all to enjoy its abundant parks and greenspaces.

Plan 3-1 Mayfair Master Framework Plan



Updated June 2026

4 Open Space/Environment/Parks and Amenities

Mayfair will establish a network of open spaces and parks that provide a unique and attractive draw for residents and visitors. These open spaces and parks will offer recreational and leisure experiences, pleasant and safe connections throughout each land use, and access to nature that will enhance residents' quality of life.

4.1 Principles

1. Mayfair will value the importance of the parks and open spaces as a way of connecting points of interests, transportation networks, and Mayfair to the rest of New Braunfels.
2. Mayfair's District-managed parks and open space will be open to residents and the public to enjoy, featuring a range of amenities to attract different ages and abilities.
3. Mayfair parks will offer recreational experiences designed to enhance the quality of life of residents and visitors.
4. Mayfair will implement development and operating practices to mitigate environmental impacts where possible, and will encourage residents and guests to apply reasonable measures to support the natural environment.

4.2 Objectives

1. Create a wide variety and equitable distribution of attractive, functional parks, active and passive recreation, formal sports fields, cultural pursuits and community facilities, which encourage an active lifestyle and a sense of community.
2. Protect the scenic landscape of the Texas Hill Country and essential elements of the community that are valued and enjoyed by residents and visitors.
3. Encourage best practices in energy conservation, water cycle management, vegetation and habitat conservation and creation, waste reduction and climate responsive design.
4. Implement low impact development techniques and integrated storm-water management measures to reduce the demand on water and drainage infrastructure.
5. Develop energy efficient neighborhoods by utilizing climate responsive subdivision design and lot layouts.
6. Work towards implementing green power sources as the economic viability of such technology becomes readily available to the market.
7. Apply best practices to mitigate light pollution.
8. Promote building design that encourages sustainable design principles that seek to minimize requirements for cooling, lighting and energy, and are responsive to the climatic conditions and natural geography.
9. Serving as the steward for an expansive parcel, Mayfair will introduce Development Guidelines and operating standards that establish sustainable practices as foundational requirements for all who develop, build, work, live or recreate here.
10. Residents, employees and guests will be invited to explore, learn and recreate in the expansive array of green space options in Mayfair. Each interaction will incorporate a reminder of the land's history, fragility and importance to the community, the region and lasting health for all.
11. Meet or exceed park land dedication and development requirements as established in the Development Agreement, considering the City of New Braunfels Strategic Park Plan when planning amenities.

Plan 4-1 Open Space/Environment/Parks and Amenities Framework



Updated June 2026

5 Access & Connectivity / Infrastructure

5.1 Principles

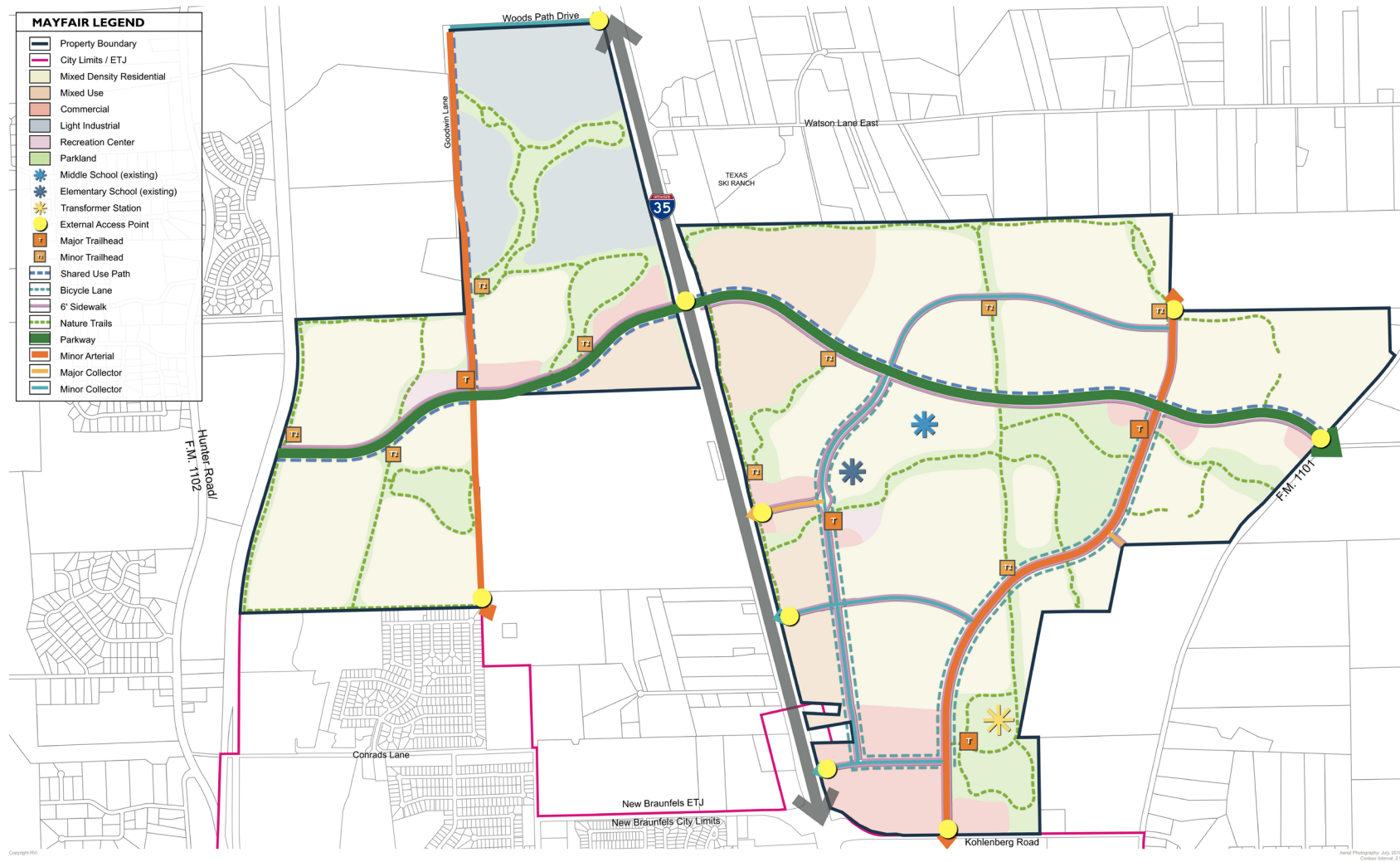
1. Mayfair will elevate non-vehicular transportation options to support a livable and healthy community, and deliver a highly connected community.
2. Mayfair's transportation plan is guided by the City of New Braunfels Updated Thoroughfare Plan, and will facilitate vehicular access within the community and to the greater New Braunfels area, preparing for larger scale need and future mass transit goals.
3. Mayfair will introduce community infrastructure that facilitates efficiency, sustainability and future-oriented opportunities.

5.2 Objectives

1. Promote connectivity by establishing a hierarchy of streets that are efficient in both vehicular movement and circulation, and provide street spaces that form an integral part of the community's public realm including;
 - a. principal and minor arterials that move vehicular, bicycle and pedestrian traffic efficiently through the community;
 - b. provide tree-lined landscaped street spaces that define the edges of neighborhoods and centers; and facilitate future public transit;
 - c. collector roads through centers that establish a network of streets and sidewalks that connect and integrate retail and commercial areas with the medium- and high-density residential development;
 - d. walkable market centers that facilitates movement in shaded and safe areas;
 - e. neighborhood collector streets that provide the transition between centers and the surrounding neighborhoods;
 - f. local streets that provide circulation within neighborhoods and multiple connections between neighborhoods; have reduced width to respond to the scale of the neighborhoods; and have sidewalks separated from the curb by planting strips that create landscaped street spaces; and

- g. Greenways, paths and trails that encourage non-vehicular traffic between neighborhoods, schools, market centers and amenities cores.
- h. Achieve a Connectivity Ratio of 1.4 as detailed in section 8.8
2. Establish an effective, efficient and integrated transportation system that will provide:
 - a. a driving, walking, biking and (potentially future) public transportation system that connects the integral elements of the community;
 - b. a compact development pattern that places the maximum number of people within walking distance to market centers and amenities, employment centers and institutions to strengthen the degree of self-containment within the community; and
 - c. major employment centers efficiently linked by major transportation.
3. Provide efficient water, wastewater, drainage, electricity, natural gas and telecommunications infrastructure and encourage economically feasible best practices for reducing energy, waste and water use;
 - a. Prioritize sustainable practices that benefit the community, city and region whenever possible;
 - b. Plan considering future opportunities including connectivity with the City's public transportation, autonomous vehicle opportunities and current and future broadband connectivity opportunities;
 - c. Coordinate and integrate the delivery of infrastructure in a way that maximizes self-sufficiency;
 - d. Provide infrastructure and utility services in a timely, cost effective and equitable manner at a desirable level of service;
 - e. Work collaboratively with NBU in the provision and joint funding of new water and wastewater infrastructure as required by the Utility Construction Cost Sharing Agreement, and support NBU's long-term master planning for water, wastewater and electrical services;
 - f. Provide for the integrated management of stormwater in order to:
 - i. improve flooding mitigation;
 - ii. maintain the environmental values of receiving waters;
 - iii. promote the use of low impact development strategies where feasible;
 - iv. incorporate the use of natural stream corridors and natural channels within the development; and
 - v. recognize community benefit.
 - g. Provide infrastructure and utility services that are unobtrusive and visually complementary.

Plan 5-1 Access & Connectivity / Infrastructure Framework



Updated June 2026

6 Development Pattern/ Employment/Economic Impact

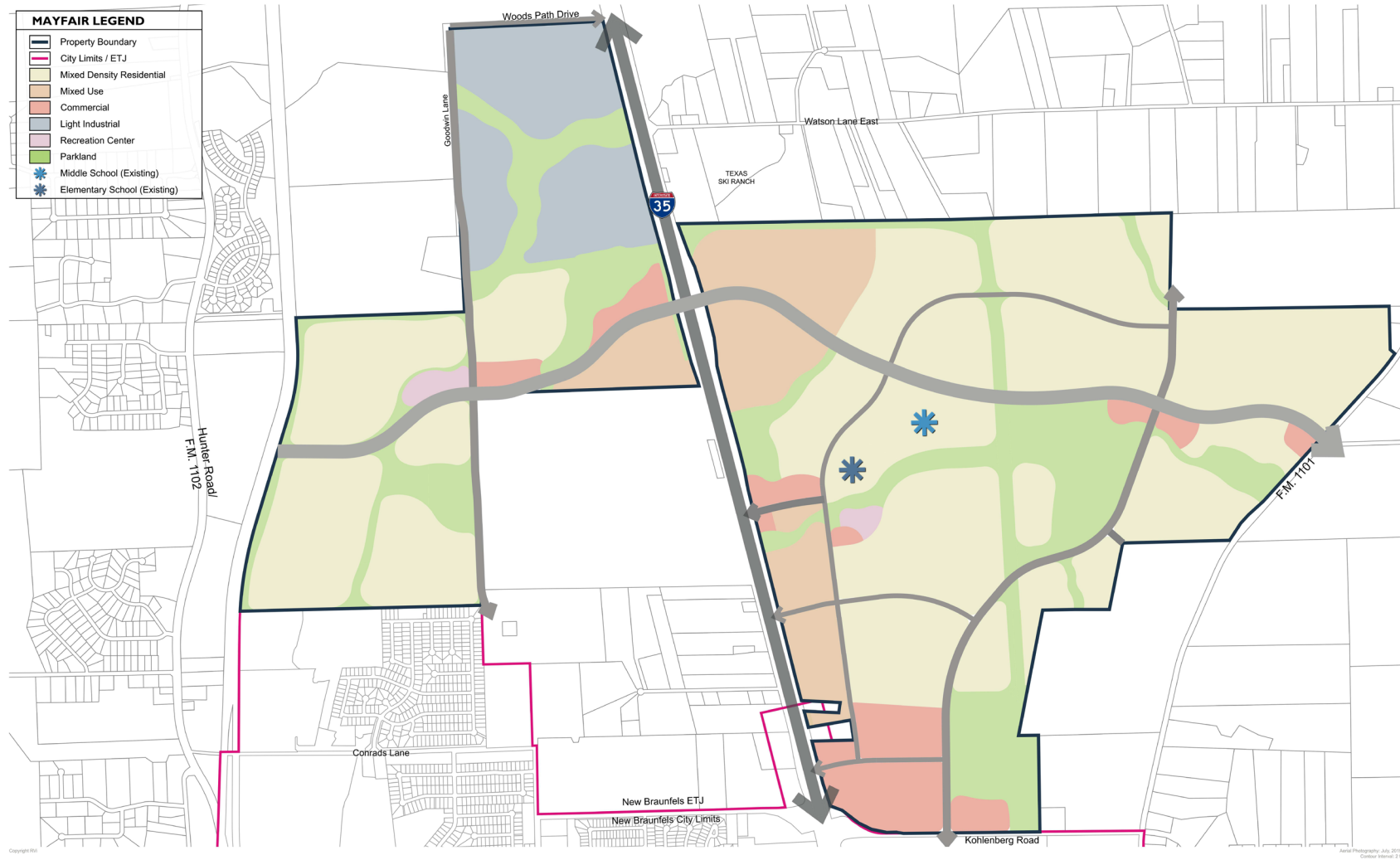
6.1 Principles

1. Mayfair's neighborhoods and employment centers will support the live-work-play culture of the community in easily accessible neighborhoods interwoven with walkable retail and connecting trails and parks.
2. Mayfair will further connect residents through quality community services and facilities that provide the same strong sense of identity, safety and security.

6.2 Objectives

1. Organize employment centers near to convenience retail and varied residential to promote a self-sustaining local economy serving employees and their families at varied levels in their lifecycle.
2. Create an environment where residents enjoy the benefits of a balanced community with a distinct sense of place and identity, community cohesiveness and enviable lifestyle.
3. Create neighborhoods and centers that provide a high level of amenity and safety through the use of contemporary urban design principles.
4. Create a rich fabric of neighborhoods, each with their own diversity of living options and housing types, which are attractive to residents at all stages of their lives.
5. Provide a range of community services and facilities, including emergency services and schools, that meet the needs of the community.
6. Contribute to a balanced employment profile, including professional, service and trade sectors, and facilitate real employment outcomes for a variety of age groups.
7. Make a positive contribution to the City's economic competitiveness via reliable and timely access to educational opportunities.
8. Create an employment complex throughout a hierarchy of centers that include retail, business, educational and institutional uses that will become the focus for coordinated public and private sector investment.
9. Develop retail centers to invite and serve new residents, major employers, students, workers and visitors. It will provide a different experience and complement the City's historic, civic and tourist-orientated downtown by providing alternate economic development opportunities that support the evolving needs and growth of the City.
10. Varied housing product featuring diverse pricing and ownership structures will support the growing employment base at Mayfair (light industrial, retail, operations, education, etc.) and the surrounding area.
11. Develop at least one pilot One Water strategy to improve water management and protect waterways in Mayfair.

Plan 6-1 Development Pattern/Employment/Economic Impact Framework



Updated June 2026

PART C

ALLOWED LAND USES

7 Allowed Land Use Matrix

The use of land and/or buildings shall be in accordance with those listed in the Allowed Land Use Matrix.

7.1 Allowed Land Uses Matrix – Residential Uses

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
Accessory Structure	A	A	X	X	X	X	X	×
Assisted Living Facility Or Elderly Housing, High Intensity	X	A	S	A	X	X	X	×
Assisted Living Facility Or Elderly Housing, Low Intensity	S	A	A	A	X	X	X	×
Dwelling, Accessory (ADU)	A	A	X	X	X	X	X	×
Dwelling, Hud Code-Manufactured	X	X	X	X	X	X	X	×
Dwelling, Industrialized	X	X	X	X	X	X	X	×
Dwelling, Multi-Family	A ²	A ¹	X	A ¹	X	X	X	×
Dwelling, Multi-Family For Rent, Short-Term	A	A	X	A	X	X	X	×
Dwelling, Single Family For Rent - Condo	A	A	X	X	X	X	X	×
Dwelling, Single Family For Rent - Fee Simple	A	A	X	X	X	X	X	×
Dwelling, Single-Family Attached (duplex)	A	X	X	X	X	X	X	×
Dwelling, Single-Family Attached (rowhome)	A	A	X	S	X	X	X	×
Dwelling, Single-Family Detached	A	X	X	X	X	X	X	×
Dwelling, Single-Family Detached (cluster)	A	A	X	S	X	X	X	×
Dwelling, Single-Family Detached (zero-lot line)	A	S	X	X	X	X	X	×
Family Home (child care or adult care)	A	A	X	A	X	X	X	×
Gated Neighborhood	A	S	X	X	X	X	X	×
Group Home	X	A	X	A	X	X	X	×
Home Occupation	A	A	X	X	X	X	X	×
Caretakers Quarters	A	A	A	A	A	A	A	A
Live Work	A	A	A	A	X	X	X	×

¹ In mixed-use site or vertical mixed-use building

² Mid to High Rise Multi-Family Dwellings only allowed adjacent to minor collectors and larger.

* Additional housing types can be added at Sector Plan. Terminology between the sections 7.1, 8.4 and 9.6 will be aligned with each sector plan. This terminology alignment will not be considered an amendment to the DDCCD, but an allowed clarification anticipated with each sector plan.

7.2 Allowed Land Uses Matrix – Non-Residential Uses

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
ACCOMMODATION								
Bed And Breakfast	X	A	A	A	X	X	X	✗
Boarding House	X	A ²	X	A	X	X	X	✗
Dormitory	X	A	X	A	X	X	X	A
Hospice Residential Care Facility	X	A	S	A	X	X	X	✗
Hotel/Resort	X	A	S	A	X	X	X	✗
RETAIL								
Agricultural Equipment And Supply Retail Establishment	X	X	X	A	A ¹	X	X	✗
Animal Grooming Service	X	A	A	A	S	X	X	✗
Auction House	X	S	A	X	S	X	X	✗
Automobile Dealership	X	S	X	A	A	X	X	✗
Automobile Detailing Shop	X	A	X	A	S	X	X	✗
Automobile Parts Store	X	A	A	A	S	X	X	✗
Automobile Repair Services Establishment	X	A	A	A	S	X	X	✗
Bar/Nightclub/Tavern	X	A ³	A	A	A	X	X	✗
Barber Shop/Beauty Salon	X	A	A	A	A	X	X	S
Café/Coffee House	X	A	A	A	A	S	S	S
Car Wash	X	A	A	A	A	X	X	✗
Catering Service	X	A	A	A ¹	A ¹	X	X	S
Convenience Store, With Gasoline Sales	X	A	A	A	S	X	X	✗
Convenience Store, Without Gasoline Sales	X	A	A	A	S	X	X	✗
Department Store	X	A	S	A	X	X	X	✗
Drug Store/Pharmacy	X	A	A	A	X	X	X	✗
Dry Cleaning Establishment	X	A ³	A	A	X	X	X	✗

7.2 Allowed Land Uses Matrix – Non-Residential Uses (cont'd.)

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
Farmer's Market	A	A	A	A	A	S	A	A
Laundromat	X	A ³	A ³	A	S	X	X	S
Liquor Store	X	A ³	A ³	A	S	X	X	X
Mobile Food Court	X	A ¹	A ¹	A ¹	S	S ¹	A ¹	A ⁺
Restaurant (including drive-in and drive-thru)	X	A	A	A	A	S	X	X
Retail Establishment	X	A	A	A	A	X	X	S
Retail Establishment, Anchor Retail	X	A ¹	A ¹	A	S	X	X	X
Shopping Center, Equal To Or Less Than 50,000 Sq. Ft.	X	A	A	A	S	X	X	X
Shopping Center, Greater Than 50,000 Sq. Ft.	X	A	A	A	A	X	X	X
Supermarket, With Gasoline Sales	X	A	A	A	S	X	X	X
Supermarket, Without Gasoline Sales	X	A	A	A	S	X	X	X
Tattoo Parlor/Body Piercing Studio	X	A ¹	X	A	X	X	X	X
Temporary Vendor / Mobile Food Unit	S ¹	A ¹	A ¹	S ¹	A ¹	S ¹	A ¹	A ⁺
BUSINESS								
Broadcasting/Production Studio/Communication Service	X	A	A	A	A	X	X	S
Check Cashing Service	X	A ³	X	A	X	X	X	X
Financial Institution	X	A	A	A	X	X	X	S
Office	S ¹	A	A	A	A	X	A	A
Research And Development Facility	X	X	S	A	A	X	X	A
Veterinary Clinic, With No Outside Animal Runs Or Kennels	X	A ³	A	A	A	X	X	X
Veterinary Clinic, With Outdoor Animal Runs Or Kennels	X	S	S	A	A ¹	X	X	X
CIVIC, HEALTH & EDUCATION								
Cemetery	X	X	X	X	A	X	X	X
Columbarium/Crematorium/Mausoleum	X	X	X	X	A	X	X	X

7.2 Allowed Land Uses Matrix – Non-Residential Uses (cont'd.)

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
Club	X	A ¹	A	A	A	X	A	X
College/University (public or private)	X	A	A	A	A	X	X	A
Day Care Center (child or adult)	S ⁴	A	A	A	A ⁴	X	S	A
Funeral Home/Mortuary	X	S	A	A	A	X	X	X
Government Building Or Use (without outdoor storage)	A	A	A	A	A	A	A	A
Hospital/Health Care Facility	X	A	A	A	A	X	X	S
Medical Facility	X	A	A	A	A	X	X	S
Public Safety Facility	A	A	A	A	A	A	A	A
Religious Institution	X	A	A	A	A	X	S	A
Sanatorium	X	A	X	A	X	X	X	X
School, K-8 (public or private)	A	A	A	A	A	A S	A X	A
School, 9-12 (public or private)	A S	A	A	A	A	A S	A X	A
School, Vocational	A S	A	A	A ³	A	A X	A X	A
ARTS, ENTERTAINMENT & RECREATION								
Amphitheater	A	A	A	A	A	A	A	A
Amusement Arcade	X	A ³	A	A	A	X	S	A
Amusement Park	X	S	A	A	A	S	S	S
Archery Range	X	S	A	A	A	S	S	S
Athletic Field	X	A	A	A	A	A	A	A
Cabin	X	X	X	A	A	A	A	X
Camp, Day Or Youth	X	S	A	A	A	S	A	A
Campground	X	X	X	X	A	S	X	X
Community Facility	A	A	A	A	A	A	A	A
Community Gardens	A	A	A	A	A	A	A	A

7.2 Allowed Land Uses Matrix – Non-Residential Uses (cont'd.)

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
Conference/Convention Center	X	A	X	A	S	X	X	A
Dance Hall	X	S ¹	A	A	A ¹	S ¹	A	X
Driving Range	X	A	X	A	A	A ¹	A	A
Fairground/Festival Ground	X	X	X	A	A	A ¹	S	S
Golf Course	X	X	X	A	A	A	A	S
Golf Course, Miniature	X	A	X	A	A	A	A	S
Indoor Shooting Range	X	A ¹	X	A ¹	S ¹	X	S ¹	X
Museum	X	A	A	A	A	A	X	A
Park	A	A	A	A	A	A	A	A
Recreation Establishment, Commercial Indoor	X	A	A	A	A	A	S	S
Recreation Establishment, Commercial Outdoor	X	A	A	A	A	A	S ¹	A
Recreation Facility, Private	A	A	A	A	A	S	A	A
Recreation Facility, Public	A	A	A	A	A	A	A	A
Recreation Vehicle (Rv) Park	X	X	X	A	A	S	X	X
Rodeo Ground	X	S	X	S	A	S	S	S
Studio (art, dance, music, drama, reducing, photography)	X	A	A ³	A	A	S	S	S
Theater, Motion Or Performing Arts	S	A	A ³	A	A	S	A	A
TRANSPORTATION & UTILITIES								
Airport	X	X	X	X	S	X	X	X
Bus Lot	X	A	X	A	A	S	X	A
Bus Terminal	X	A	S	A	A	X	X	A
Freight Terminal	X	X	X	A	A	X	X	X
Garage/Parking Lot, Commercial	S	A	A	A	A	A	X	S
Helipad/Helistop	X	A	S	A	A ¹	X	S	A ⁺

7.2 Allowed Land Uses Matrix – Non-Residential Uses (cont'd.)

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
School, Automobile Driving School	X	A	S	A	A	X	X	A
Solid Waste Transfer Facility	X	X	X	X	A	X	X	X
Taxi And Limousine Service	X	A	S	A	A	X	X	X
Telecommunication Antenna/Tower	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹	A ⁺
CONSTRUCTION								
Contractor's Office	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹	A ⁺
Temporary Real Estate Sales Office	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹	S
MINING & EXTRACTION								
Mining And Extractive Industry	X	X	X	X	X	X	X	X
Water Storage (surface, underground or overhead, water wells and pumping stations that are part of a public or municipal system)	A	A	A	A	A	A	A	A
LIGHT INDUSTRIAL/MANUFACTURING & WHOLESALE TRADE								
Brewery	X	A	A	A	A	X	X	X
Manufacturing Establishment, Chemicals, Metals, Machinery And Electronics Products	X	S	X	A	A ¹	X	X	X
Manufacturing Establishment, Food, Textiles And Related Products	X	X	X	A ¹	A ¹	X	X	X
Manufacturing Establishment, Miscellaneous Products	X	X	X	A ¹	A ¹	X	X	X
Manufacturing Establishment, Wood, Paper And Printing Products	X	X	X	A ¹	A ¹	X	X	X
Microbrewery/Micro Distillery	X	A	A	A	A	X	A	X
Self-Service Storage Facility	X	A	A	A	A	X	A	X
Service Industry Establishment	X	A	A	A	A	X	S	A
Warehouse, Mini/Self Storage Facility (with boats and rv storage)	X	A	X	A	A	X	X	X
Warehouse, Mini/Self Storage Facility (without boats and rv storage)	X	A	A	A	A	X	X	X
Wholesale Trade Establishment	X	X	X	A ¹	A ¹	X	X	X
Warehouse/office and storage/distribution center, light manufacturing, bottling	X	X	X	S	A	X	X	X

7.2 Allowed Land Uses Matrix – Non-Residential Uses (cont’d.)

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
AGRICULTURE (EXCLUDING EXISTING AGRICULTURAL AND RANCHING ACTIVITIES)								
Agricultural Support Services	X	X	X	X	A ¹	X	X	X
Animal Husbandry	X	A	X	X	A ¹	X	X	X
Crop Production	A	A	A	A	A	S	A	A
Farm	A	S	A	A	A	S	A	A
Farm, Ancillary Building	S	X	S	S	S	S	S	S
Livestock Market	X		X	X	S	X	X	X
Stockyard		X						
OTHER								
Sexually-Oriented Businesses								

¹ Additional zoning requirements, as set forth in Code of Ordinances, shall be applicable in the assessment of this use to the extent permitted by the Development Agreement or State law.

² Where located on the ground floor of a mixed use building, otherwise subject to a Special Use Permit.

³ Allowed as part of a planned development, otherwise subject to a Special Use Permit.

⁴ As an incidental use to an approved use in this area.

7.3 New and Unlisted Land Uses

It is recognized that new types of land uses will arise in the future and forms of land uses not presently anticipated may seek to locate in the project. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use in the Allowed Land Use Matrix shall be made as follows:

- ▶ A new and unlisted land use may be interpreted by the Planning Director as similar to a listed land use. The unlisted land use shall possess the majority of characteristics of the listed land use, otherwise the unlisted land use shall be submitted to the Planning Commission and City Council for approval. If the unlisted land use is deemed similar to a listed land use, no amendment of the Allowed Land Use Matrix is required.
- ▶ A person requesting the addition of a new or unlisted land use shall submit to the Planning Director all information necessary for the classification of the land use, including but not limited to:
 - the nature of the land use and whether the land use involves residential activity, sales, services, or processing;
 - the type of product/s sold or produced under the land use;
 - whether the land use has enclosed or open storage, and the amount and nature of the storage;
 - anticipated employment for the land use;
 - transportation requirements, including approximate mileage, turning radius, or driving time of the expected client or patron base;
 - the nature and time of occupancy and operation of the premises;
 - the off-street parking and loading requirements;
 - the amount of noise, odor, fumes, dust, toxic materials and vibration likely to be generated; and
 - the requirements for public utilities, such as sanitary sewer and water, and any special public services that may be required.

The Planning Director shall refer the question concerning any new or unlisted land use to the Planning Commission and request a recommendation as to the planning area into which such land use should be placed.

The Planning Commission shall consider the nature and described performance of the proposed land use and its compatibility with the land uses permitted in the various planning areas to determine the planning area/s within which such land use is most similar and should be permitted.

The Planning Commission shall transmit its findings and recommendations to the City Council as to the classification proposed for any new or unlisted use. The City Council shall approve or disapprove the recommendation of the Planning Commission or make such determination concerning the classification of such use as is determined appropriate based upon its findings. If approved, the new or unlisted use shall be updated in the Land Use Matrix of this DDGD.

PART D

DESIGN CODE

8 Subdivision Design

8.1 Applicability

This Code applies in the assessment of all Sector Plan applications and subsequent related applications within the project.

8.2 Purpose

The purpose of this Code is to:

- I. Ensure the Guiding Principles are met.
- II. Facilitate the logical and efficient use of land for residential, non-residential and mixed-use development.
- III. Encourage safe, convenient and attractive neighborhoods and centers, that meet the diverse and changing needs of the project, including:
 - a cohesive neighborhood structure that facilitates permeability;
 - a block structure that supports transition and evolution of uses over time;
 - a range of housing opportunities to accommodate a diverse range of lifestyles;
 - protection of specific local site conditions, such as existing vegetation and other design variables;
 - access to non-residential and community facilities;
 - a street network that functions both as the principal movement network and an important aspect of the public realm;
 - streets that create an enjoyable experience for vehicular traffic, pedestrians and cyclists;
 - access to parks and recreation;
 - a quality development preserving the sense of place.

8.3 Development Standards

The applicable application shall comply with the minimum development standards of the City of New Braunfels Code of Ordinances §118 Street and Subdivision Platting, unless superseded by approved alternative development standards or this Mayfair Development and Design Control Document.

8.4 Residential Lot Dimensional Standards

	SINGLE FAMILY DETACHED DWELLING LOT, FRONT LOADED	SINGLE FAMILY DETACHED DWELLING LOT, ALLEY LOADED ⁵	SINGLE FAMILY ATTACHED DWELLING (DUPLEX) LOT	SINGLE FAMILY ATTACHED DWELLING (ROWHOUSE) LOT ⁶	SINGLE FAMILY DETACHED DWELLING (ZERO LOT LINE) LOT ²	SINGLE FAMILY DETACHED DWELLING (CLUSTER) LOT ⁴	SINGLE-FAMILY DETACHED FOR RENT COTTAGES	MULTI-FAMILY ATTACHED DWELLING LOT
Minimum Lot/Parcel Area (sq. ft.)	4,400	3,520	4,000	1,800	2,500	2,000	2,000	12,000
Maximum Units per Structure			2	8				no limit ¹
Minimum Lot Width (ft.) (at building line)	40	32	45	24	30	40 ⁷	20	40
Minimum Front Setback (ft.)	20	10	20	10 & 12	20	10	10	15
Minimum Side Setback (ft.)	5	5	5	0 & 10 (exterior)	0 ² & 10	5	10	15
Minimum Rear Setback (ft.)	10	5	10	5	5 ³	5	5	15
Maximum Building Height (ft.)	35	35	35	35	35	35	35	60
Maximum Accessory Building Height (ft.)	15	15	15	15	15	15	15	15

¹ No limit on the number of apartment units per structure; 8 row home units per structure max.

² The dwelling on the zero lot line side may be offset from the lot line by no more than 5 ft. Projections, including eaves and gutters shall not overhang the zero lot line side of the lot and must be set back a minimum of 2 ft. from the property line.

³ Minimum rear setback is 3 ft. where rear entry garage is served by an alley, and 5 ft. where no alley is provided.

⁴ Vehicular access to individual cluster lots shall be provided via an internal drive or private street. Minimum corner lot setback (street-side) is 5 ft. from internal drive.

⁵ Corner lots 10' minimum side setback.

⁶ Rowhouses may be front or rear loaded, front loaded must have shared driveways.

⁷ Frontage not required provided dedicated perpetual access easement is in place.

* Additional housing types can be added at Sector Plan. Terminology between the sections 7.1, 8.4 and 9.6 will be aligned with each sector plan. This terminology alignment will not be considered an amendment to the DDCD, but an allowed clarification anticipated with each sector plan.

* 40' lots: when platted in contiguous parcels of 7 lots or more, a minimum of 25% of lots will be alley fed or have a shared driveway. All lots under 40' will have shared driveways or be alley fed.

8.5 MXD Lot Dimensional Standards

Reserved

8.6 Non-Residential Lot Dimensional Standards

	N-COMM NEIGHBORHOOD COMMERCIAL	F-COMM FLEX COMMERCIAL	L-IND LIGHT INDUSTRIAL	MXD MIXED-USE
Sq. Ft. Max	50,000			RESERVED
Lot Width (min. ft.)	60	60	60	
Lot Depth (min. ft.)	100	100	100	
Front Setback (min. ft.)	25	25	25	
Side Setback (min. ft.)	5	5	5	
Side Setback to Res. (min. ft.)	6 ¹	6 ¹	20	
Rear Setback (min. ft.)	20	20	20	
Rear Setback to Res. (min. ft.)	20 ¹	20 ¹	20 ¹	
Building Height, (max. ft.)	35	60	120	
Corner Lot Setback (min. ft.)	15	15	15	

¹ Setback adjoining one or two family use is 20 ft. plus 1 ft. for each foot of building height over 20 feet.

Setbacks presented above refer to building setbacks

8.7 Street Design Code

Mayfair streets will be developed to City of New Braunfels standards unless otherwise shown herein.

Intersection design, including bicycle lanes and paths, will be determined at the time of roadway design. Design will be in accordance with city code and accepted design standards.

	Local A Street	Local B Street	Minor Collector ⁶	Minor Collector w/ Bicycle Lanes	Major Collector	Major Collector w/ Bicycle Lanes	Minor Arterial	Minor Arterial w/ Bicycle Lanes	Minor Arterial with Shared Use Path	Parkway ⁷
Right-of-Way (min.)	50	56	60	72	90	102	98	110	100	200
Number of Lanes	2	2	3	3	4	4	4	4	4	4
Lane Width (min. ft.)	14	10-12	10-12	10-12	10	10	11	11	11	12
Pavement Width ¹ (min. ft.)	28	34	38	38	40	40	44	44	44	48
Parkway Width (min. ft.)	9	9	9	15	17	23	17	23	17	35
Median Width (min. ft.)	NR	NR	NR	NR	12	12	16	16	16	24
Sidewalk Width (ft.)	4/4	4/4	6/6	6/6	6/6	6/6	6/6	6/6	10/6 ²	10/6 ²
Shared Use Path	NR	NR	NR	NR	NR	NR	NR	NR	Yes ²	Yes ²
Bicycle Lane Width (ft.)				Yes ³		Yes ³		Yes ³		
Grade (max)	12.0%	10.0%	8.0%	8.0%	6.0%	6.0%	5.0%	5.0%	5.0%	5.0%
Grade (min.)	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
Centerline Radius (min. ft.)	125	340	510	510	770	770	1200	1200	1200	1200
Street Trees	Yes ⁴	Yes ⁴	Yes ⁵	Yes ⁵	Yes ⁵	Yes ⁵	Yes ⁵	Yes ⁵	Yes ⁵	Yes ⁵
Max. Block Length (ft.) ⁹	750	1200 ⁸	NR	NR	NR	NR	NR	NR	NR	NR

NR denotes item as "Not Required"

¹ Pavement width excludes 2' wide curb and gutter

² 10' shared use path on one side of roadway

³ 6' off-street bicycle lane adjacent to 6' sidewalk on both sides of roadway.

⁴ Street trees will be sited on private property on Local Streets. 2" caliper trees will be planted every 40 LF or every lot if smaller than 40 LF. See 11.3.1 for Street Tree Standards.

⁵ Street trees locations every 50 linear feet, 3" caliper on collectors, arterials and parkway. Tree locations and species must be presented with Street Tree Planting Plan at Final Plat. See 11.3.1 for Street Tree Development Standards.

⁶ Lane configuration shown within 38' pavement shown for illustrative purposes. Alternate lane configurations are allowed with approval of City Engineer

⁷ Parkway Section is for illustrative purposes. Final section to be coordinated with the City of New Braunfels and TxDOT at platting Phase.

⁸ No more than seven (7) residential lots of 40' width or less will be platted contiguously without an increase in lot width, or a block break, as defined as break by road, trail, drainage, easement or parkland.

⁹ When a block fronts two streets of different classification, requirements for the lower order street classification will govern.

Figure 8-1 Cross Sections – Local A Street

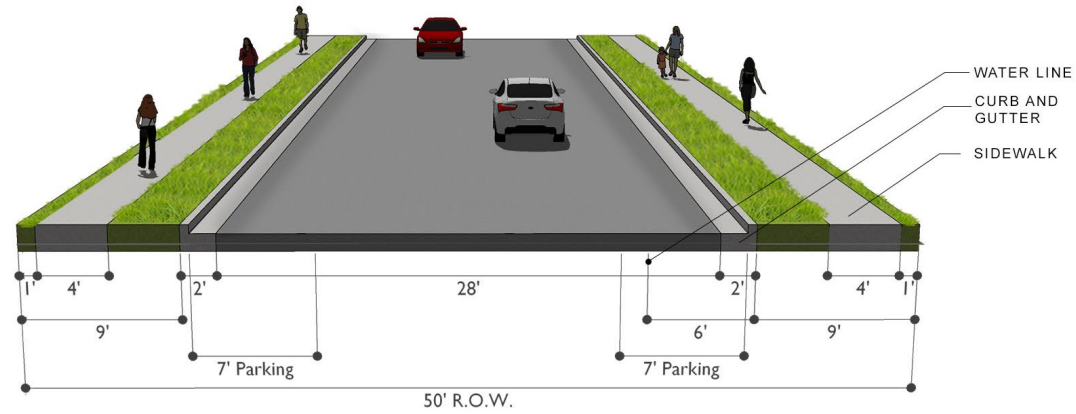
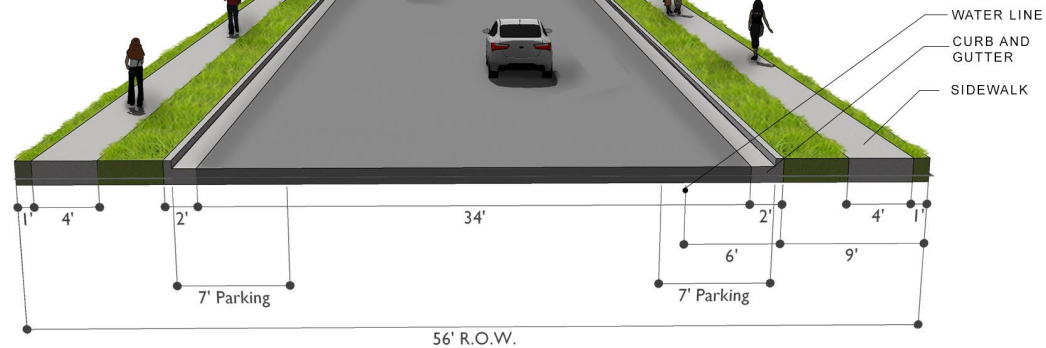


Figure 8-2 Cross Sections – Local B Street



NOTE: LANE CONFIGURATION SHOWN WITHIN 38' PAVEMENT SHOWN FOR ILLUSTRATIVE PURPOSES. ALTERNATE LANE CONFIGURATIONS ARE ALLOWED WITH APPROVAL OF CITY ENGINEER.

Note: Trees will be established by builders on local streets and residential collectors.
Note: All streets will be delivered to City of New Braunfels standards unless otherwise presented herein.

Figure 8-3 Cross Sections – Minor Collector

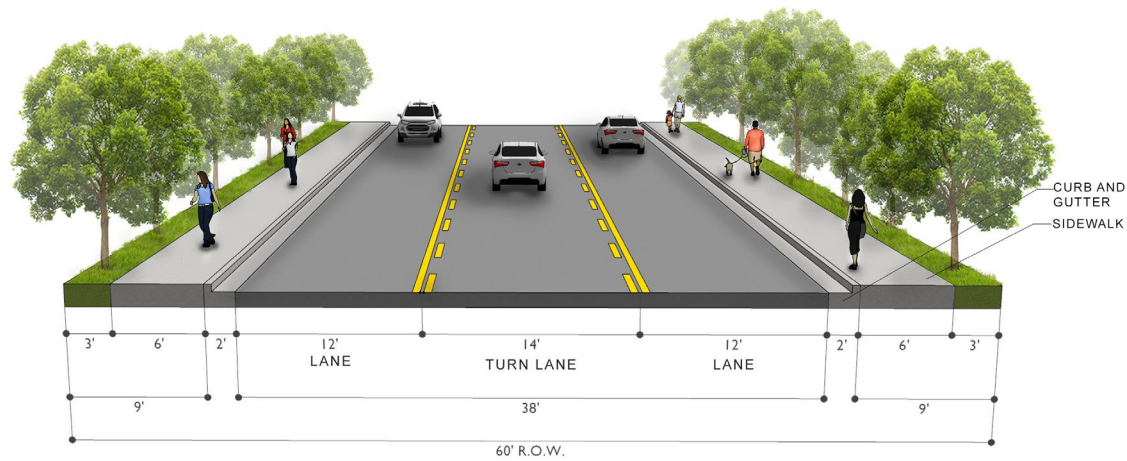
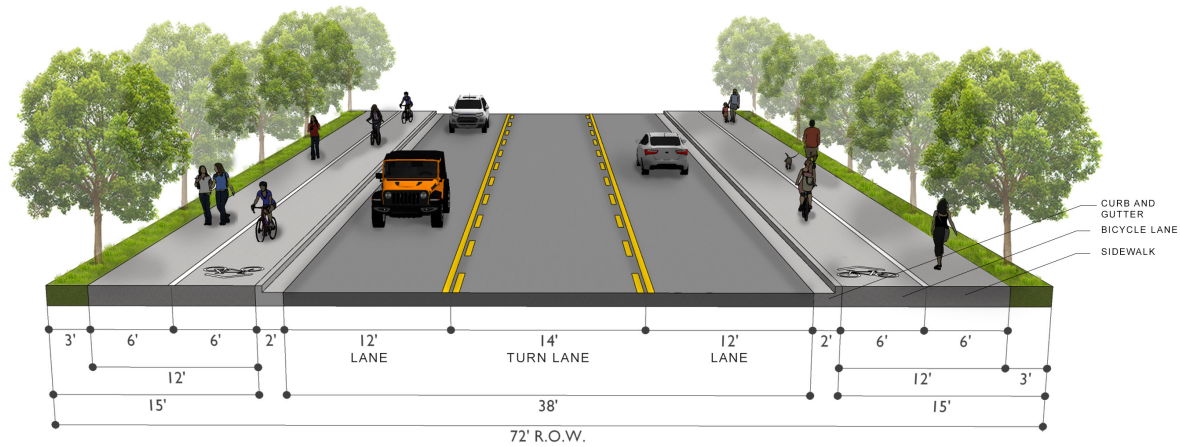


Figure 8-4 Cross Sections – Minor Collector w/ Bicycle Lane



NOTE: LANE CONFIGURATION SHOWN WITHIN 38' PAVEMENT SHOWN FOR ILLUSTRATIVE PURPOSES. ALTERNATE LANE CONFIGURATIONS ARE ALLOWED WITH APPROVAL OF CITY ENGINEER.

Note: All streets will be delivered to City of New Braunfels standards unless otherwise presented herein.

Figure 8-5 Cross Sections – Major Collector

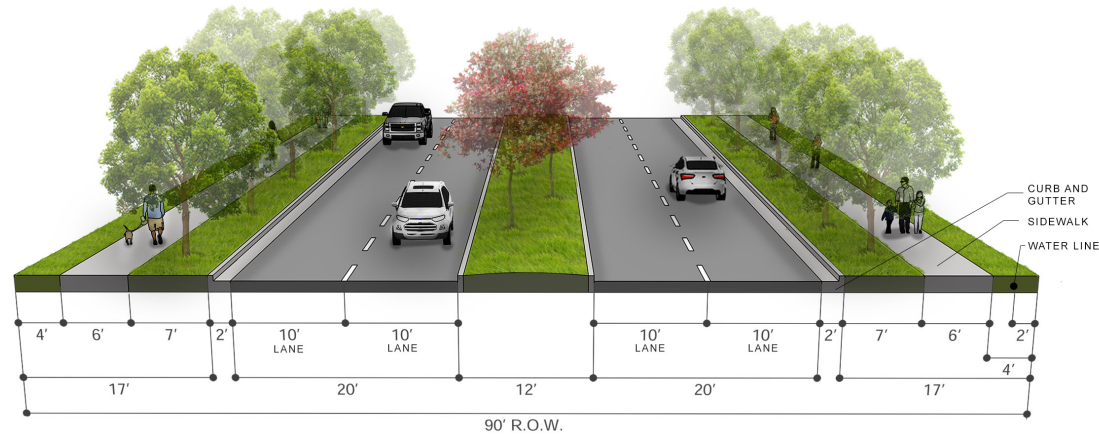
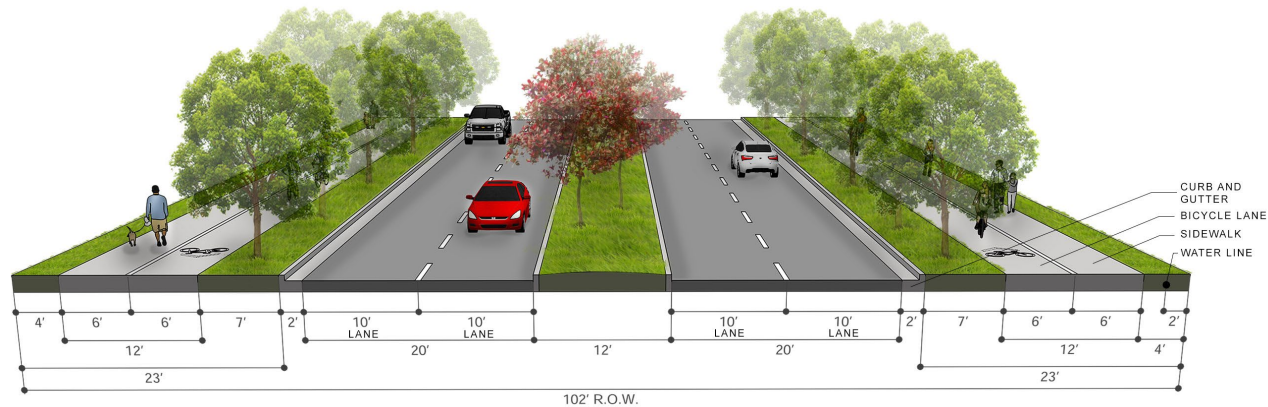


Figure 8-6 Cross Sections – Major Collector w / Bicycle Lane



Note: All streets will be delivered to City of New Braunfels standards unless otherwise presented herein.

Figure 8-7 Cross Sections – Minor Arterial

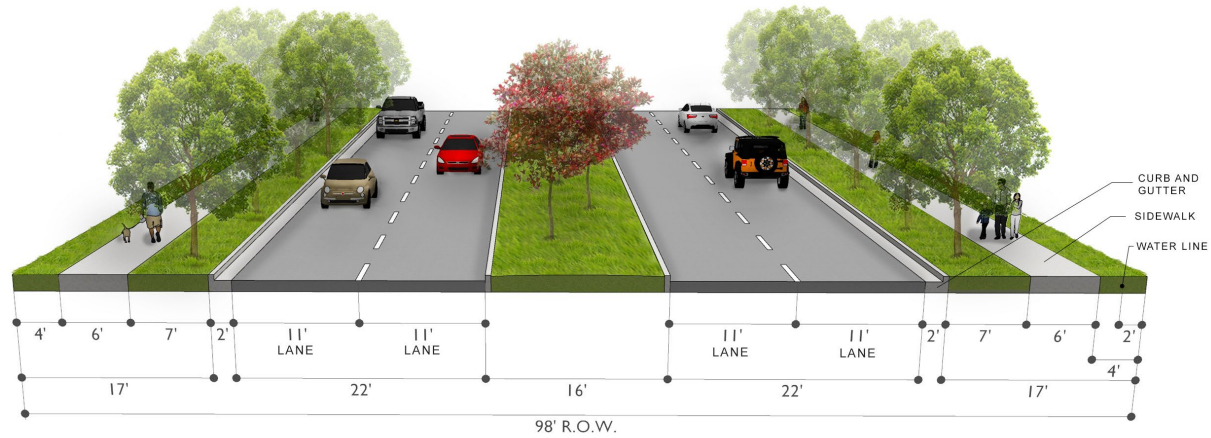
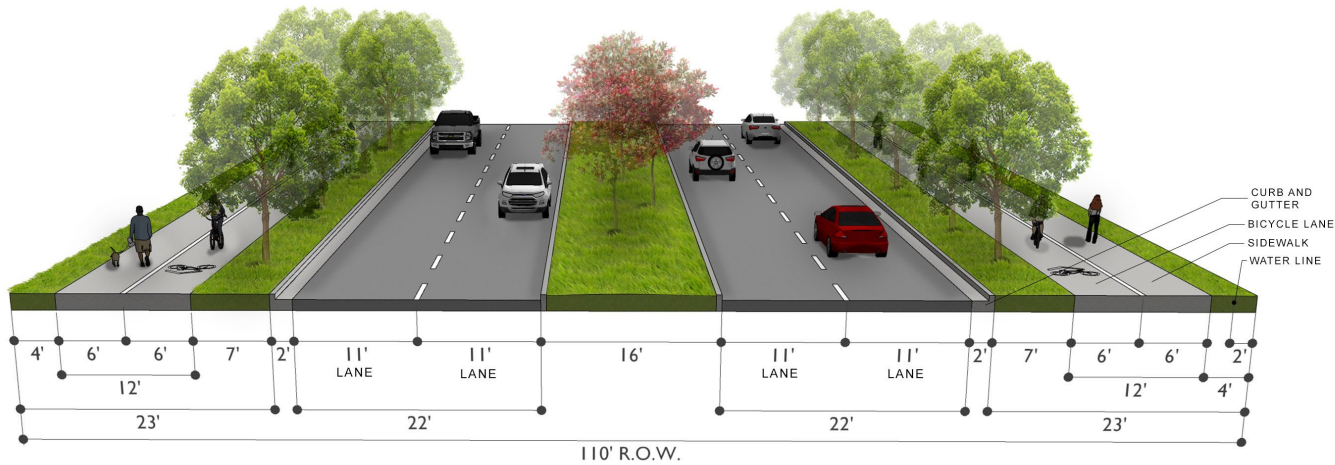


Figure 8-8 Cross Sections – Minor Arterial w / Bicycle Lane



Note: All streets will be delivered to City of New Braunfels standards unless otherwise presented herein.

Figure 8-9 Cross Sections – Minor Arterial with Shared Use Path

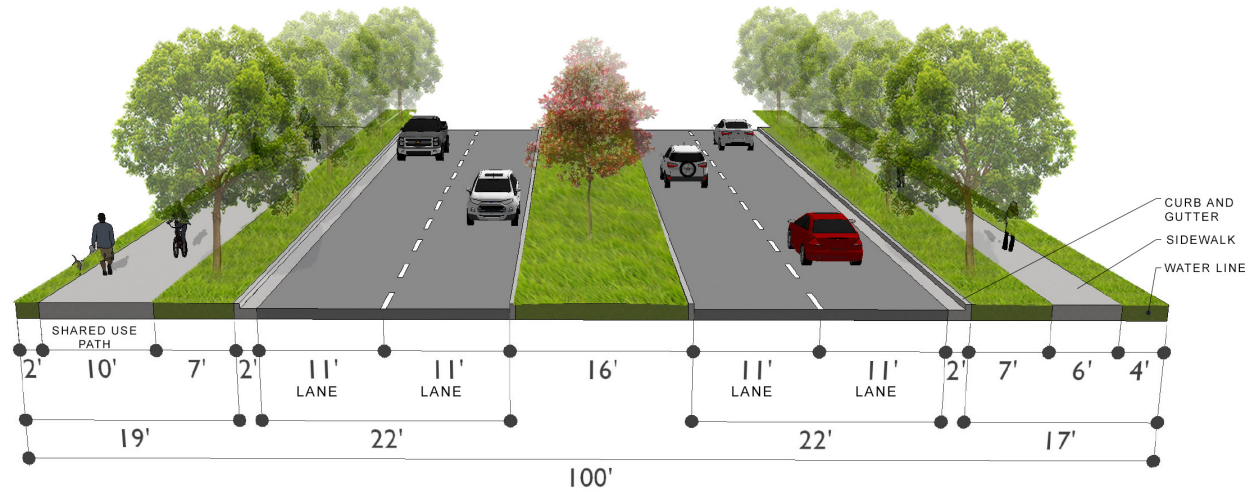
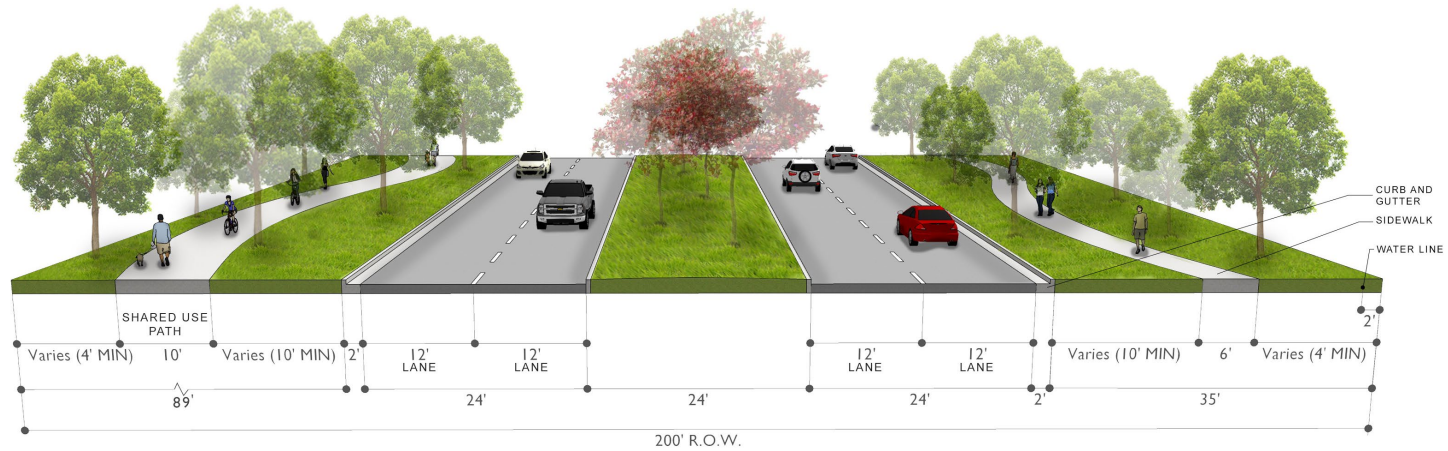


Figure 8-10 Cross Sections – Parkway



8.8 Connectivity Ratio

To facilitate efficient traffic, access by service and emergency vehicles, and promote vehicle mobility, Mayfair will achieve an internal connectivity ratio of 1.4.

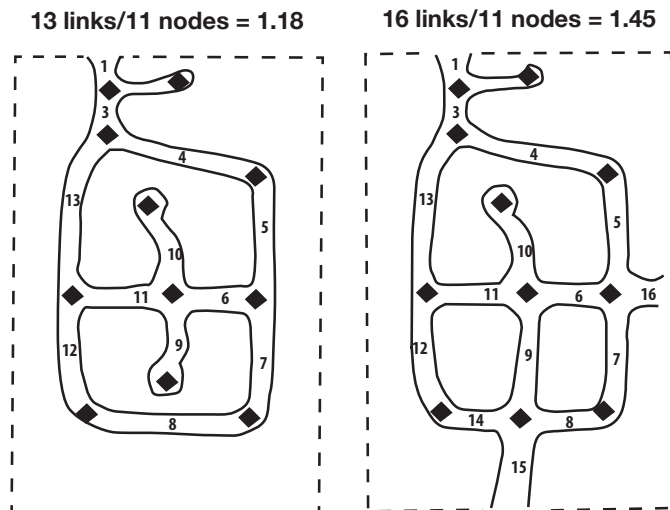
While the DDCD establishes the primary roads network within the community and externally to Mayfair, the connectivity ratio is aimed at ensuring roads within each residential plat/pod are designed to support ease of access and mobility.

Calculation:

Connectivity Ratio = Number of Street/Sidewalk Connections (links)/
intersections (nodes)

Each plat will achieve a minimum Connectivity Ratio of 1.4, ensuring that no plat put undue pressure on another to achieve an aggregated score.

Connectivity will be confirmed at Sector Plan but achieved by each individual plat.



PART E

LAND USE CODE

9 Land Use Code

9.1 Applicability

The code applies in the assessment of all applications for residential and non-residential use within the project.

9.2 Purpose

The purpose of this Code is to:

- I. Ensure the Guiding Principles are met.
- II. Ensure residential development, including ancillary structures, is compatible in scale, intensity and appearance with the purpose of the neighborhood.
- III. Ensure residential amenity is maintained.
- IV. Encourage a variety of housing product in an effort to provide affordable housing options and visual product diversity.

9.3 Development Standards

The applicable application shall comply with the minimum development standards of the City of New Braunfels Code of Ordinances §144 unless superseded by approved alternative development standards or this Mayfair DDGD.

9.3.1 Land Use Types

Mayfair is hereby divided into land use types as follows:

For the purpose of regulating and restricting the use of land and the erection, construction, alteration of and use of buildings or structures, the following Land Use Types are hereby created.

LAND USE		RESIDENTIAL PRODUCT TYPES ¹ (may include but not limited to)
RESIDENTIAL	MDR Mixed Density Residential	TF Single-family and two-family detached
		RH Rowhome attached
		ZH Zero lot line detached
		SC Single-family cluster detached
		SFR Single-family for rent cluster detached
		MF-1 Multi-family low density
		MF-2 Multi-family high density
NON-RESIDENTIAL	MXD High-intensity Mixed Use	
	N-Comm Neighborhood Commercial	
	F-Comm Flex Commercial	
	L IND Light Industrial District	

¹ Refer to 7.1 for Allowed Land Uses by Residential Product Type

In an effort to promote diversity and appropriate housing product, additional residential product types may be proposed or included.

9.3.1.1 Regulations for all Land Use Types

Except as provided in Part C and Part D of this DDCCD, the following shall apply;

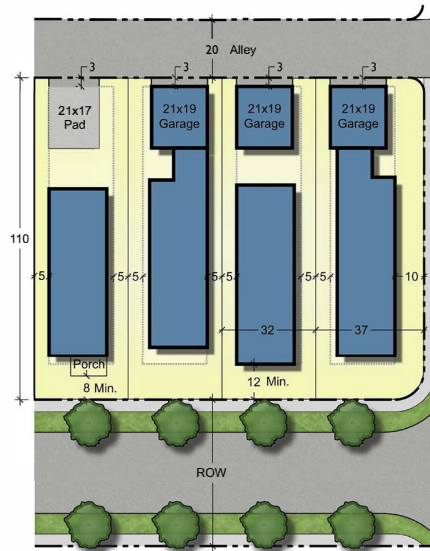
MINIMUM DEVELOPMENT STANDARD		
Use	1.1	No building or structure shall be erected, constructed, reconstructed or altered, nor shall any building, structure or land be used for any purpose other than is permitted in the Planning Area in which such building, structure or land is situated
Height	2.1	No building or structure shall be erected, constructed, reconstructed or altered to exceed the height limit herein established for the Planning Area in which such building or structure is located
Area	3.1	No lot area shall be reduced or diminished so that the building setbacks or other open spaces shall be less than prescribed by this chapter, nor shall the density of dwelling units be increased in any manner, except in conformity with the area regulations established herein. Every building hereafter erected shall be located on a lot as herein described. Buildings shall not cross lot lines.
Number of buildings on a lot or parcel	4.1	More than one main building is allowed on a lot or parcel as provided for in section 7.1. See Development Standards for ADUs in section 9.3.1.1.

MDR MIXED DENSITY RESIDENTIAL LAND USE		
Purpose	1.1	Development of a variety of low to medium density residential use types to create a diverse and inclusive neighborhoods that are sustainable.
Authorized Uses	2.1	Uses permitted by right shall be those set forth in the land use matrix in Part C.
Height and Area Requirements	3.1	See Part D section 8.4

TF SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL PRODUCT TYPES

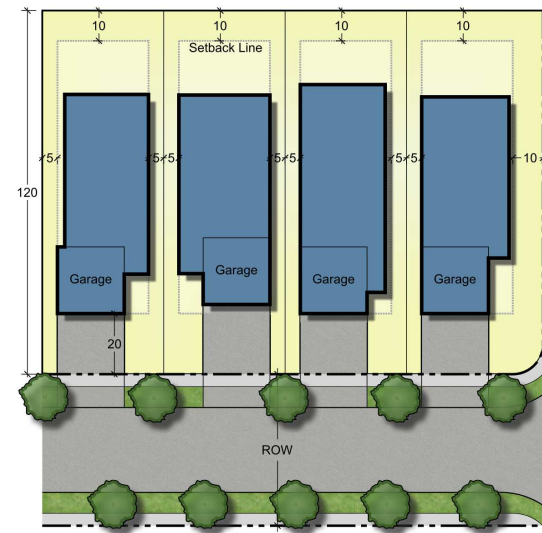
Purpose	1.1	Development of single-family residences and associated uses as well as for development on larger parcels of land of low density two-family duplex units.
Authorized Uses	2.1	Uses permitted by right shall be those set forth in the land use matrix in Part C.
Height and Area Requirements	3.1	See Part D section 8.4
	3.2	Single family detached narrower than 40' will be alley loaded.

Examples of TF Single-Family and Two-Family Residential Product Types



32' (34' & 40') Single Family Alley-Loaded Lots

Width: 32' (+5' on corners)
Depth: 110'
Access: Rear Alley
Front Setback: 12' min. (Porch may encroach, 10' min setback)
Rear Setback: 5' min. (garage or pad)
Side Setback: 5' min.



40' Single Family Front-Loaded Lots

Width: 40' (+5' on corners)
Depth: 110'
Access: Front
Front Setback: 20' min.
Rear Setback: 10' min.
Side Setback: 5' min.

Example of TF Single-Family and Two-Family Residential Product Types



52' Two Family Shared Driveway

Width: 52' (+5' on corners)

Depth: 125'

Access: shared drive, rear

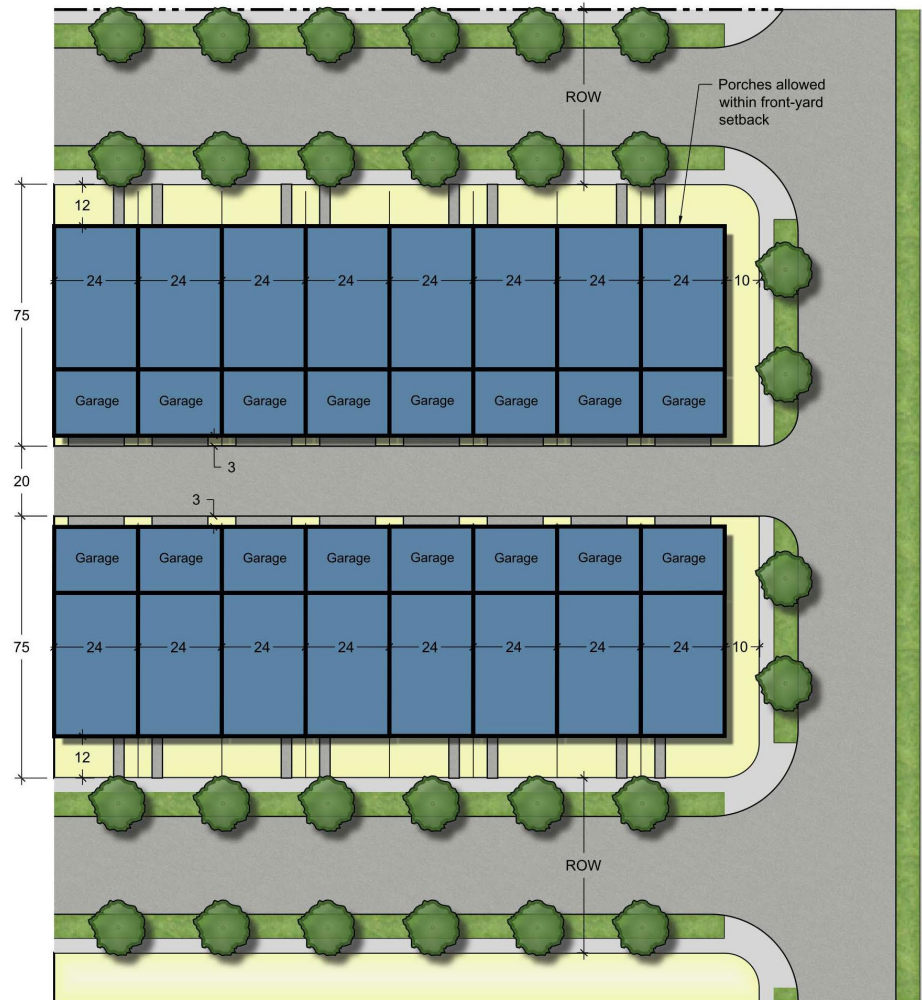
Front Setback: 12' min. (Porch may encroach, 8' min setback)

Rear Setback: 10' min. (garage or pad)

Side Setback: 5' min./7' min. (+ 5' on corners)

RH ROWHOME ATTACHED RESIDENTIAL PRODUCT TYPE																													
Purpose	1.1	Development of single-family residential rowhomes.																											
Authorized Uses	2.1	Uses permitted by right shall be those set forth in the land use matrix in Part C.																											
Height and Area Requirements	3.1	<table> <tr> <th></th><th>Fee Simple</th><th>Condominium</th></tr> <tr> <td>Minimum Lot Parcel</td><td>1,800</td><td>7,380</td></tr> <tr> <td>Max Units per Structure</td><td>8</td><td>8</td></tr> <tr> <td>Minimum Lot Width (ft.)</td><td>24</td><td>82</td></tr> <tr> <td>Minimum Front Setback (ft.)</td><td>10 & 12</td><td>15</td></tr> <tr> <td>Minimum Side Setback (ft.)</td><td>0 & 10 (exterior)</td><td>5</td></tr> <tr> <td>Minimum Rear Setback (ft.)</td><td>5</td><td>10</td></tr> <tr> <td>Maximum Building Height (ft.)</td><td>35</td><td>35</td></tr> <tr> <td>Maximum Accessory Building Height</td><td>15</td><td>15</td></tr> </table>		Fee Simple	Condominium	Minimum Lot Parcel	1,800	7,380	Max Units per Structure	8	8	Minimum Lot Width (ft.)	24	82	Minimum Front Setback (ft.)	10 & 12	15	Minimum Side Setback (ft.)	0 & 10 (exterior)	5	Minimum Rear Setback (ft.)	5	10	Maximum Building Height (ft.)	35	35	Maximum Accessory Building Height	15	15
	Fee Simple	Condominium																											
Minimum Lot Parcel	1,800	7,380																											
Max Units per Structure	8	8																											
Minimum Lot Width (ft.)	24	82																											
Minimum Front Setback (ft.)	10 & 12	15																											
Minimum Side Setback (ft.)	0 & 10 (exterior)	5																											
Minimum Rear Setback (ft.)	5	10																											
Maximum Building Height (ft.)	35	35																											
Maximum Accessory Building Height	15	15																											
RH DEVELOPMENT STANDARDS																													
Common Open Space	4.1	A minimum of 250 square feet of common open space per lot shall be provided within the rowhome project. In computing the required common open space, individually owned row home lots, required front, rear, or side setbacks, streets, alleys, or public rights-of-way of any kind, vehicular drives, parking areas, service drives, or utility easements shall not be included. Drainage easements and detention ponds may be used in computing common open space.																											
Building Group	5.1	There shall be no less than two nor more than eight individual dwelling units in each building or dwelling group. Each building group shall be at least 20 feet from any other building group, measured from the nearest points of their foundations. Each building or building group shall be at least 20 feet from any subdivision or zoning district boundary line.																											
Accessory Buildings	6.1	Any detached accessory buildings permitted, except carports open on at least two sides, shall be set at least three feet away from the side lot line unless their walls are equal in fire resistance to the common walls of the main structure. Detached carports, open on at least two sides, may be built to the property line with no common wall required. Rear building setbacks for an accessory building shall be three feet.																											
Parking	7.1	There shall be at least two off-street parking spaces for each rowhome. Garage parking will apply toward this requirement. See City of New Braunfels Code of Ordinance §144-5.1 for other permitted uses' parking.																											

Example of RH Rowhome Residential Product Type (Non-Exclusive)



24' Alley Loaded Rowhome

Width: 24' (10' on corners)

Depth: 75'

Access: rear alley

Front Setback: 12' min. (Porches may encroach-10' setback)

Rear Setback: 5' min. (garage or pad)

Side Setback: 0' (10' separation between buildings)

ZH ZERO LOT LINE DETACHED RESIDENTIAL PRODUCT TYPE

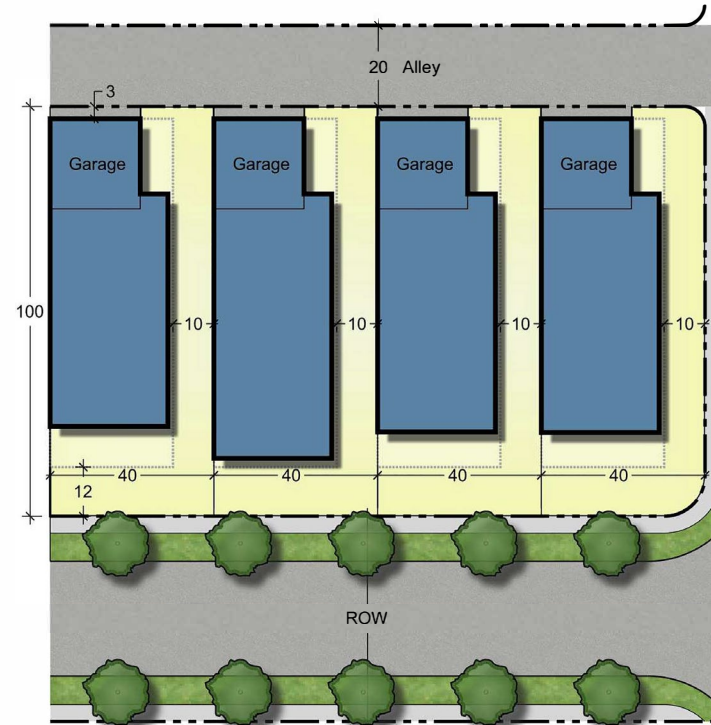
Purpose	1.1	Development of detached single-family residences on compact lots having one side building setback reduced to zero feet, also commonly referred to as “zero lot line,” and having a minimum lot size of 4,000 square feet.	
Height and Area Requirements	2.1	Minimum Lot/Parcel Area	2,500
		Minimum Lot Width (ft.)	30
		Minumum Front Setback (ft.)	20
		Minimum Side Setback (ft.)	0 ¹ & 10
		Minimum Rear Setback (ft.)	5/3 ²
		Maximum Building Height (ft.)	35
		Maximum Accessory Building Height (ft.)	15
		¹ The dwelling on the zero lot line side may be offset from the lot line by no more than 5 ft. ² Minimum rear setback is 3 ft. where rear entry garage is served by an alley, and 5 ft. where no alley is provided.	
Minimum Area	3.1	Not less than three lots with common side lot lines will be permitted for zero lot line homes.	
Zero Lot Line Wall	4.1	No door or window openings shall be built into the side wall facing the zero lot line side except those that are more than three feet from the property line and do not occupy more than 25% of the wall area.	
Overhang	5.1	Projections, including eaves and gutters shall not overhang the zero lot line side of the of the lot and must be set back a minimum of 2 ft. from the property line.	
Maintenance, Drainage and Overhang Easement	6.1	A maintenance, drainage easement of five feet shall be provided on each lot that is adjacent to a lot with a zero setback allowance. This easement shall be for the purpose of maintaining the wall and foundation that is adjacent to one side property line to provide for proper maintenance and drainage. Must be included on subdivision plat.	
Parking	7.1	There shall be at least two off-street parking spaces for each zero lot line home. Garage parking will apply toward this requirement.	
International Residential Code	8.1	Construction of ‘zero lot line’ homes must also comply with all fire resistant construction requirements as stated in the International Residential Code and any amendments to the code as adopted by the City of New Braunfels	

Examples of ZH Zero Lot Line Residential Product Types



40' Zero Lot Line Front-Loaded Lot

Width: 40'
Depth: 100'
Access: Front
Front Setback: 20' min.
Rear Setback: 5' min.
Side Setback²: 10' min. and 0' min. ¹



40' Zero Lot Line Alley-Loaded

Width: 40'
Depth: 100'
Access: Rear Alley
Front Setback: 12' min.
Rear Setback: 5' min. (garage or pad)
Side Setback²: 10' min. and 0' min. ¹

¹ The dwelling on the zero lot line side may be offset from the lot line by no more than 5ft.

² Projections, including eaves and gutters shall not overhang the zero lot line side of the lot and must be set back a minimum of 2ft. from the property line.

SC SINGLE-FAMILY CLUSTER DETACHED RESIDENTIAL PRODUCT TYPE

Purpose	1.1	Development of detached single-family residences in a cluster configuration providing common space for all.	
Development Standards	2.1	A minimum of 150 sq.ft. of common open space, with a minimum width of 10 ft., is provided per dwelling	
	2.2	Common open space shall exclude streets, alleys, public ROW, vehicular drives, parking areas, service drives or utility easements. Up to 30% of common open space may include drainage easements and detention ponds only where such facilities are accessible for use by residents or are low impact development measures.	
Height and Area Requirements	3.1	Minimum Lot/Parcel Area	2,000
		Minimum Lot Width (ft.)	10
		Minimum Front Setback (ft.)	10
		Minimum Side Setback (ft.)	5
		Minimum Rear Setback (ft.)	5
		Maximum Building Height (ft.)	35
		Maximum Accessory Building Height (ft.)	15
		Vehicular access to individual cluster lots shall be provided via an internal drive or private street. Minimum corner lot setback (street-side) is 5 ft. from internal drive.	

Example of SC Single-Family Detached Cluster Residential Product Types



**40' Shared Drive Cluster Home
- with Access Easement**

Width: 40' - 55' (+5' on corners)

Depth: 100' - 110'

Access: shared autocourt

Front Setback: 12' min. (for lots on ROW)

Rear Setback: 10' min.

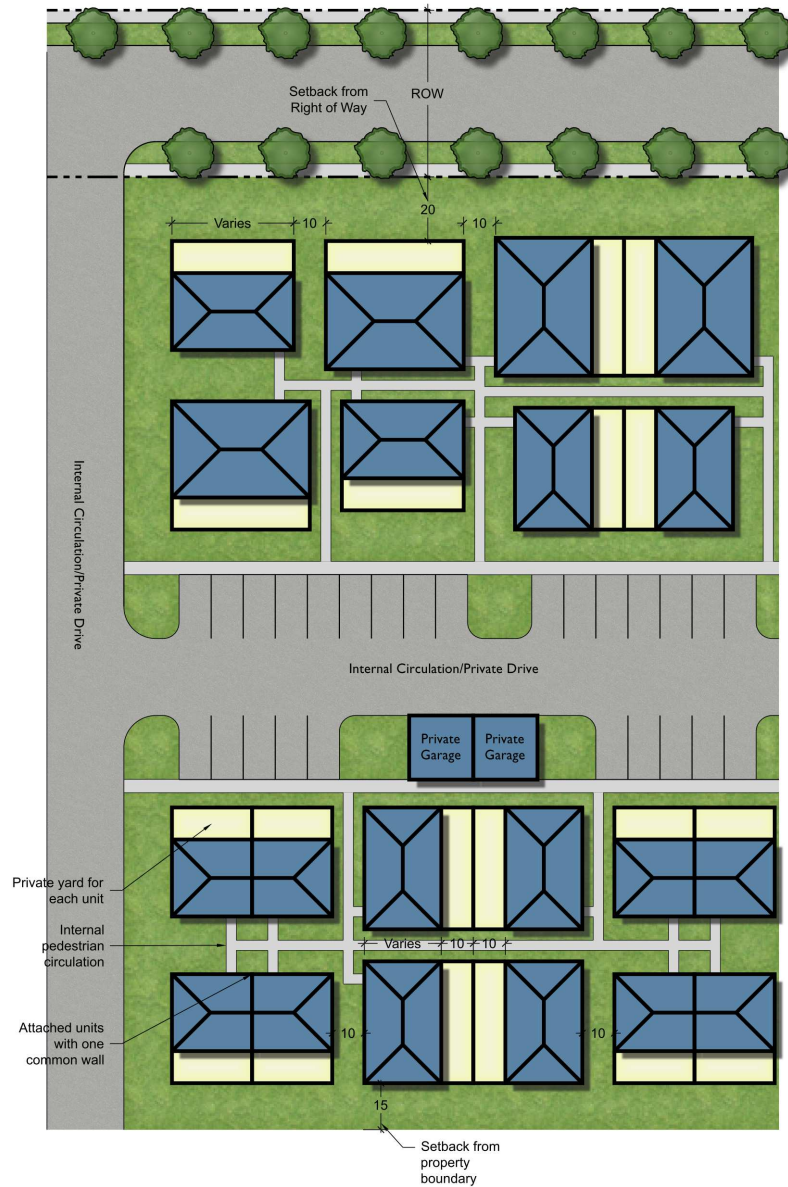
Side Setback: 5' min./10' min. (+5' on corners)

Lots do not require frontage provided dedicated perpetual access easement.

Subject to fire code.

SFR SINGLE-FAMILY CLUSTER RESIDENTIAL PRODUCT TYPE		
Purpose	1.1	Development of attached or detached single-family detached residences in a cluster configuration.
	1.2	This land use type is applicable for rent or for sale (condo)
Authorized Uses	2.1	Uses permitted by right shall be those set forth in the land use matrix in Section C.
Minimum Area	3.1	A minimum of 150 sq. ft. of common open space, with a minimum width of 10 ft., is provided per dwelling.
	3.2	Common open space shall exclude streets, alleys, public ROW, vehicular drives, parking areas, service drives or utility easements. Up to 30% of common open space may include drainage easements and detention ponds only where such facilities are accessible to use by residents or are low impact development measures.
Height and Area Requirements	4.1	See Part D section 8.4

Example of SFR Single-Family Cluster Residential Product Type



Single Family for Rent Cottages

Width: Lot width varies

Depth: Lot depth varies

Access: Internal circulation, common parking lots, private garages

Setback from ROW: 20' min

Setback from Property Boundary

Unit Separation: 10' min.

Parking configuration will be formalized at permit submittal.

MF-1 MULTI-FAMILY LOW DENSITY RESIDENTIAL PRODUCT TYPE

Purpose	1.1	Development of multiple-family, apartment residences at not more than 14 units per acre.
Height and Area Requirements	2.1	Residential: See Part D section 8.4
	2.2	Non-residential: Reserved
Accessory Uses	3.1	Accessory uses such as swimming pools, tennis courts and playgrounds will not be permitted within any required yard.
Lot Coverage	4.1	The combined area of all yards shall not be less than 50 percent of the total lot or tract; provided however, that in the event enclosed or covered parking is provided, the minimum total yard area requirement shall be 40 percent of the total lot or tract.
Distance Between Structures	5.1	There shall be a minimum of 10 feet between structures side by side; a minimum of 30 feet between structures side by front or rear; a minimum of 50 feet between structures front to front; and a minimum of 20 feet between structures backing rear to rear; and a minimum of 20 feet between structures front to rear.
Parking	6.1	For apartments, apartment hotel units and other multifamily dwellings, off-street parking spaces shall be provided in accord with the following schedule:

Bedrooms	Parking Spaces (Per Unit)
1	1.5
2	2
each additional bedroom	0.5
Dwelling unit for low-income elderly (55 yrs+ with low/moderate income as per HUD	0.75

MF-2 MULTI-FAMILY HIGH DENSITY RESIDENTIAL PRODUCT TYPE

Purpose 1.1 Development of multiple-family residences at not more than 24 units per acre.

Authorized Uses 2.1 Uses permitted by right shall be those set forth in the land use matrix in section C.

Height and Area Requirements 3.1 Residential: See Part D section 8.4
3.2 Non-residential: Reserved

ACCESSORY DWELLING UNITS (ADU)

Purpose 1.1 Development of Accessory Dwelling Units (ADUs) to serve as on-site secondary living space, including a guest cottage, in-law suite or garage loft.

Authorized Uses 2.1 Uses permitted as set forth in the land use matrix section C.

Height and Area Requirements 3.1 Maximum size: 1,100 sq.ft.
3.2 Maximum height of ADU shall not exceed the height of the primary structure, unless otherwise restricted in this document.
3.3 Side setback minimum 5 ft.
3.4 Rear setback minimum 5 ft.
3.5 The ADU shall not occupy more than 30 percent of the rear yard.
3.6 ADUs may be furnished as separate living quarters, including all utilities and full kitchens.

MXD MIXED USE LAND USE

Purpose 1.1 The MXD mixed use land use is intended to provide for a mixture of retail, office, and residential uses in close proximity to enable people to live, work and shop in a single location. Bed-and-breakfast establishments could also be located in this land use. Pedestrian walkways and open areas are desired in order to promote a pedestrian-friendly environment.

Authorized Uses 2.1 RESERVED

N-COMM NEIGHBORHOOD COMMERCIAL LAND USE

Purpose 1.1 To provide office, business and professional services, and light retail and commercial uses to serve adjacent neighborhoods. The uses found in the neighborhood business land use are generally clustered at major intersections of collector streets near the perimeters of residential neighborhoods. No major shopping or office centers are included in this land use. No use that is noxious or offensive by reason of vibration, noise, odor, dust, smoke or gas shall be included in this land use.

Authorized Uses 2.1 Uses permitted by right shall be those set forth in the land use matrix in section C.

Height and Area Requirements 3.1 Building Heights and Setbacks

Sq. Ft. Max	50,000
Lot Width (min. ft.)	60
Lot Depth (min. ft.)	100
Front Setback (min.ft.)	25
Side Setback (min. ft.)	5
Side Setback to Res. (min. ft.)	6 ¹
Rear Setback (min. ft.)	20
Rear Setback to Residential (min. ft.)	20 ¹
Building Height (max. ft.)	35
Corner Lot Setback (max ft.)	15

¹ Setback adjoining one to two-family use is 20 ft. plus 1 ft. for each foot of building height over 20'.

F-COMM FLEX COMMERCIAL LAND USE

Purpose 1.1 To provide areas for a broad range of office and retail uses. This land use should generally consist of retail nodes located along or at the intersection of major collectors or thoroughfares to accommodate high traffic volumes generated by general retail uses.

Authorized Uses 2.1 Uses permitted by right shall be those set forth in the land use matrix in section C.

Height and Area Requirements 3.1 Building Heights and Setbacks

Lot Width (min. ft.)	60
Lot Depth (min. ft.)	100
Front Setback (min.ft.)	25
Side Setback (min. ft.)	5
Side Setback to Residential (min. ft.)	6 ¹
Rear Setback (min. ft.)	20
Rear Setback to Residential (min. ft.)	20 ¹
Building Height (max. ft.)	60
Corner Lot Setback (max ft.)	15

¹ Setback adjoining one to two-family use is 20 ft. plus 1 ft. for each foot of building height over 20'.

L-IND LIGHT INDUSTRIAL LAND USE

Purpose 1.1 For the conduct of light manufacturing, assembling and fabrication activities, distribution, and for warehousing, research and development, wholesaling and service operations that do not typically depend upon frequent customer or client visits. Such uses generally require accessibility to major thoroughfares, major highways, railways or other means of transportation.

Authorized Uses 2.1 Uses permitted by right shall be those set forth in the land use matrix in section C.

2.2 Authorized uses include any comparable business or use not included in or excluded from any other land use described in Part C provided that such use is not noxious or offensive by reason of vibration, noise, odor, dust, smoke or gas.

Setbacks and Lot Configuration 3.1 Building Heights and Setbacks

Lot Width (min. ft.)	60
Lot Depth (min. ft.)	100
Front Setback (min.ft.)	25
Side Setback (min. ft.)	5
Side Setback to Residential (min ft.)	20 ¹
Rear Setback (min. ft.)	20
Rear Setback to Residential (min. ft.)	20 ¹
Building Height (max. ft.)	120
Corner Lot Setback (max ft.)	15

¹ Setback adjoining one to two-family use is 20 ft. plus 1 ft. for each foot of building height over 20'.

L-IND BUILDING STANDARDS FOR PRIMARY FACADES FACING PUBLIC STREETS		
Building Articulation	4.1	Buildings with facades 100 feet or greater in length shall incorporate offsets, recesses, projections, notches, horizontal or vertical wall articulation, or other design feature providing similar relief every 100 feet along the length of the façade.
Building Design Elements	4.2	Buildings shall incorporate four or more of the following at building corners and main entryways: • Lighting features (as per lighting standards) • Awnings; • Canopies; • Alcoves; • Windows or other glazing feature; • Recessed entries; • Ornamental cornices; • Pillar posts; and/or • Other building elements that contribute to the human scale of a building.
Exterior Building Materials	4.3	Buildings shall incorporate one or more of the following building materials at building corners and main entryways: At least 80 percent of the vertical walls of all applicable buildings (excluding doors and windows) shall be finished in two or more of the following primary materials; • Brick, stone, cast stone, rock, marble, granite; • Glass block, tile; • Stucco or plaster; • Glass; • Split-face concrete block, poured-in-place concrete, and tilt-wall • concrete including, but not limited to, concrete panels with acrylic or similar coating; and/or • Fiber cement, such as James Hardie brand products or equivalent.
Garage and Overhead Doors	4.4	Garage and overhead doors facing a public roadway, public park or residential neighborhood shall be screened with landscaping, as per section 11.3.2
Roof Treatments	4.5	Parapets on facades facing public streets shall be used to screen roof top equipment on flat roofs to help limit visibility from such public streets. Where overhanging eaves are used, overhangs are encouraged to be no less than two feet beyond the supporting walls.

9.6 Housing Product Diversity

To promote a variety of housing product in scope, form and affordability, Mayfair will regularly evaluate product diversity.

Mayfair's Housing Diversity Program is designed to:

- Support affordable housing in both rental and whole ownership
- Allow for easy evaluation
- Confirm execution of built product
- Encourage new and diverse residential products, supporting the need for Missing Middle housing

Housing Diversity Milestones:

- 1st Quartile: at least 5 housing types from at least 2 categories
- 2nd Quartile: at least 7 housing types from at least 3 categories
- 3rd Quartile: at least 8 housing types from at least 3 categories
- 4th Quartile: at least 8 housing types from at least 4 categories

* Additional housing types can be added at Sector Plan. Terminology between the sections 7.1, 8.4 and 9.6 will be aligned with each sector plan. This terminology alignment will not be considered an amendment to the DDCCD, but an allowed clarification anticipated with each sector plan.

CATEGORIES	HOUSING TYPES (EXAMPLES)
SF Detached For Sale	SF Detached 70'+
	SF Detached 55'-69'
	SF Detached 45'-54'
	SF Detached 40'-44'
	SF Detached 40'44' Alley fed
	SF Cluster
	SF Zero Lot Line
SF Detached For Rent	SF Detached 55'-69'
	SF Detached 45'-54'
	SF Detached 40'-44'
	SF Cluster for Rent
Attached For Sale	Attached Units (Townhomes/Rowhomes)
	Attached Unit (Duplex-Quadplex)
	Attached Bungalow Court
Attached For Rent	Attached Unit (Townhomes/Rowhomes)
	Attached Unit (Duplex-Quadplex)
	Attached Unit Bungalow Court
Multi-Family	Dwelling Unit MF building large
	Dwelling Unit MF building small
ADU	Accessory dwelling unit large
	Accessory dwelling unit small

PART F

PARK USE CODE

10 Park Use Code

10.1 Applicability

This Code applies in the assessment of all applications for a park use within the project.

10.2 Purpose

The objectives in developing the project are to:

- I. Ensure the Open Space/Environment/Parks and Amenities Guiding Principles and Objectives are met.
- II. Provision is made for sufficient parks to:
 - meet the needs of the project and to ensure that the environmental and scenic values of the area are protected;
 - meets or exceeds the City's minimum parkland dedication standard;
 - identify acreage standards required by park type;
 - provide a diversity of settings and recreational opportunities;
 - support riparian corridors and significant vegetation and habitat areas where present on the site;
 - provide connectivity, both internal and external to the project;
 - support multi-modal movement through the community using trails to connect neighborhoods and amenities to parks;
 - support the goal for shared parking for trails and public park use;
 - mitigate drainage impacts through varied park and open space throughout the community;
 - align with park types and standards in City of New Braunfels Parks and Recreation Strategic Master Plan;
 - identify appropriate and applicable park amenities as prioritized in the City of New Braunfels Parks & Recreation Strategic Master Plan.

10.3 Development Standards

The applicable application shall comply with the minimum development standards of this Code unless superseded by approved alternative development standards.

Where there is a conflict between this Code and other codes, such a conflict is to be resolved in accordance with Figure 2-2.

Table 10-1 All Parks – General

MINIMUM DEVELOPMENT STANDARD		
General	1.1	A Park Master Plan prepared by a certified landscape architect shall be submitted as part of a Sector Plan application for community parks and greenbelts/conservation parks/trails, and as a Plat Application for all other parks.
	1.2	Where a park is proposed to be dedicated as public park land and district-managed it shall comply with the Development Agreement, Code of Ordinances §118-57 or specified in this section.
	1.3	Parks will align in classification and design principles with the City of New Braunfels Parks & Recreation Strategic Master Plan.
	1.4	Park programming will reference the City of New Braunfels Parks & Recreation Strategic Master Plan and feedback from Parks and Recreation staff to deliver high priority amenities where possible.
Total Park Land and Trail Mileage	2.1	A minimum of 300 acres of park land will be District-managed and open to the public, this is to be achieved through a combination of neighborhood and Community Parks and Greenbelts/Conservation Parks/Trails.
	2.2	A community trail network traversing over 30 miles and will be comprised of 10' shared use paths, 6' protected bicycle lanes and on-street trails (sidewalks).
	2.3	A park trail network will include 13 miles of recreational trails to be comprised of nature and interior walking loops.
	2.4	All residential units will be located within 1/4 mile of Mayfair park land as described herein.
Design Standards	3.1	All Parks will aim to achieve the following goals where reasonable; • High visibility from sidewalks, streets & buildings • Provide opportunities for shade and sun, • Incorporate water elements • Incorporate wind protection • Provide opportunities for art • Integrate with adjacent public rights-of-way • Provide opportunities to connect with civic facilities (public parks) • Provide opportunities to connect to multi-modal facilities (i.e., bike, HBT, or transit) • Support universal accessibility • Incorporate sustainable design (native plants, rainwater irrigation, etc.)

10-1 Park Dedication/Development Schedule

Reflects minimum commitment of parkland dedication

		1ST HALF QUARTILE 1	2ND HALF QUARTILE 1	QUARTILE 2	QUARTILE 3	QUARTILE 4	PROJECT TOTAL
Residential Units (at Building Permit)		750	750	1,500	1,500	1,500	6,000 units
PARK TYPE		Minimum Development Schedule					
Private Parks	Pocket Parks		2 parks	1 park	2 parks	2 parks	7 Pocket Parks
	Recreation Centers		1 Rec Center			1 Rec Center	2 Rec Centers
Public Parks	Greenbelts/Conservation Parks/Trails	18 acres	38 acres	15 acres	TBD (combined w/Community Parks = 75 acres)	TBD (combined w/Community Parks = 95 acres)	133 acres
	Community Parks	18 acres		10 acres			120 acres
	Natural Area/Easement	TBD (pending utility easement agreements and development progression)					77 acres
Minimum Total Dedicated Public Parks Acreage		36 acres	38 acres	25 acres	94 acres	80 acres	331 acres
Total Parks Investment		\$1,528,500	\$1,528,500	\$3,057,000	\$3,057,000	\$3,057,000	\$12,228,000.00

Note: Owner may satisfy any or all of its obligations in the Park Schedule in advance of the schedule.

10.3.2 Community Parks

MINIMUM DEVELOPMENT STANDARD		
General	1.1	A total of three Community Parks will be created within the community in accordance with the Parkland Dedication/Development Schedule in 10-1. Note: The Master Developer reserves the right to determine the location of such park and no development approval shall be withheld or delayed in relation to such park unless the final Sector Plan for the area is filed and the standard has not yet by satisfied in that Sector Plan or a prior Sector Plan.
Programming Schedule	2.1	Community Parks will align with the Park Classification and Park Design Principles as stated in the City of New Braunfels Parks and Recreation Strategic Master Plan.

10.3.3 Pocket Parks

MINIMUM DEVELOPMENT STANDARD		
General	1.1	A minimum of seven (7) Pocket Parks will be created in the project in accordance with Parkland Dedication/Development Schedule in Table 10-1.
	1.2	A Pocket Park will be no less than 0.25 acre in size.
	1.3	Pocket Parks will operate as private parks for the sole use of residential property owners and tenants as designated in the CC&Rs.
	1.4	Pocket Parks will be located within residential neighborhoods, and will not be adjacent to major roadways.
	1.5	Pocket Parks will have a minimum of 50 ft. of frontage to at least one minor roadway.
	1.6	In a Pocket Park, sidewalk or shared use path adjacent to a street will suffice as sidewalk requirement.
Programming Schedule	2.1	Pocket Parks will align with the Park Classification and Park Design Principles as stated in the City of New Braunfels Parks and Recreation Strategic Master Plan.
	2.2	Pocket Parks may include lawn areas, picnic shelters and tables, play equipment, or other amenities that area appropriate for the demographics and neighborhood activities.

Pocket Park Examples

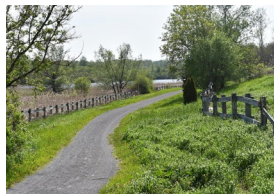


10.3.4 Greenbelts/Conservation Parks/Trails

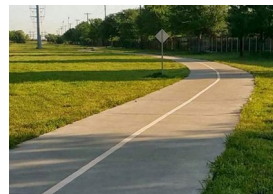
MINIMUM DEVELOPMENT STANDARD		
General	1.1	Greenbelts/Conservation Parks/Trails shall be located along large utility corridors and channels.They are designed to connect people to places within Mayfair and may include paved or natural trails.
	1.2	Mayfair's Greenbelts/Conservation Parks/Trails are planned to comprise 54 acres and span over 13 miles.
Programming Schedule	2.1	Greenbelts/Conservation Parks/Trails will align with the Park Classification and Park Design Principles as stated in the City of New Braunfels Parks and Recreation Strategic Master Plan.
	2.2	Programming may include natural or paved trails, including mountain bike trails.
	2.3	Major and minor trailheads will be located within 1/4 mile of the locations on the Open Space/Environment/Parks and Amenities framework.
	2.4	Major trailheads shall include shade (either via plantings or a formal structure), seating, restrooms, trash and recycling receptacle including pet waste receptacle, directional signage with park/trail rules, and a drinking fountain, including a pet drinking fountain
	2.5	Parking shall be provided within 600 ft. of a major trailhead as per Table 12-2.
	2.6	Where on-street parking is permitted in accordance with Table 12-1, on-street parking shall satisfy the requirements of this development standard.
	2.7	Minor trailheads shall include shade (either via plantings or a formal structure) trash and recycling receptacle and directional signage with park/trail rules.
	2.8	Trail Accessways (maintained natural paths within easements) will be located on every cul de sac with lots backing to parks or community trails.



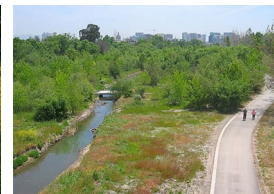
Example: Mountain Bike Trail



Example: Nature Trail



Example: Utility Corridor Trail



Example: Riparian Trail



Example: Parkway Utility Trail

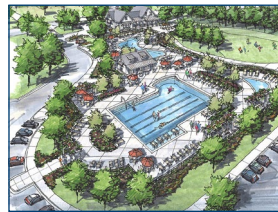


Example: Shared Use Path

10.3.5 Recreation Centers

MINIMUM DEVELOPMENT STANDARD		
General	1.1	A minimum of two (2) Recreation Centers will be created in Mayfair for the sole use of Mayfair residents as per community CC&Rs. Each Recreation Center will be located on a minimum of 5 acres.
	2.1	Recreation Centers that are intended to function as private parks shall comply with the development standards required for public parks.
Programming Schedule	2.2	Recreation Centers, such as clubhouses, gyms, standalone swimming pools and tennis courts etc., which are not intended to function as a private park, shall not be required to comply with this Code.

Recreation Center Examples



10.3.6 Trailhead

MINIMUM DEVELOPMENT STANDARD		
Location	1.1	Major and minor trailheads will be located within ¼ mile of the locations as presented on the Open Space/Environment/Parks and Amenities Framework.
Programming Schedule	2.1	Major trailheads shall include shade (either via plantings or a formal structure), seating, restrooms, trash and recycling receptacle including pet waste receptacle, directional signage with park/trail rules, and a drinking fountain, including a pet drinking fountain
	2.2	Parking shall be provided within 600 ft. of a major trailhead as per Table 12-2. Where on-street parking is permitted in accordance with Table 12-1, on-street parking shall satisfy the requirements of this development standard.
	2.3	Minor trailheads shall include shade (either via plantings or a formal structure) trash and recycling receptacle and directional signage with park/trail rules.

PART G

GENERAL CODES

11 Landscape & Lighting

11.1 Applicability

This Code applies in the assessment of all applications within the project.

11.2 Purpose

The purpose of this Code is to:

- I. Ensure the Guiding Principles are met.
- II. Create aesthetically pleasing, safe and functional environments for people to live, work, visit and invest.
- III. Contribute to the legibility and character of the project.
- IV. Integrate stormwater and water quality BMP facilities into landscape design.
- V. Provide attractive streetscapes that reinforce the functions of a street and enhance the amenity of buildings.
- VI. Ensure that landscaping is a functional part of development design.
- VII. Support community cohesive presentation through landscape & lighting.
- VIII. Provide landscaping as a visually appealing buffer in high density areas.
- IX. Deliver a landscaping plan that supports the community's overarching goal of utilizing Low Impact Development methods where ever possible.

11.3 Development Standards

The applicable application shall comply with the minimum development standards of this Code unless superseded by approved alternative development standards.

Where there is a conflict between this Code and other codes, such a conflict is to be resolved in accordance with Figure 2-2.

11.3.1 Landscaping – General

MINIMUM DEVELOPMENT STANDARD		
General	1.1	A Landscape Plan shall be submitted as part of a Building Permit/Site Plan application.
	1.2	Grass seed, sod and other material shall be clean and reasonably free of weeds and noxious pests and insects.
	1.3	Grass areas shall be sodded, plugged, sprigged, hydro-mulched or seeded, except that solid sod or other erosion control devices identified in the TCEQ Erosion Control Manual, shall be used in swales, earthen berms or other areas subject to erosion.
	1.4	Ground covers shall be planted in such a manner as to present a finished appearance.
	1.5	Earthen berms shall have side slopes not to exceed 33 percent (3 ft. of horizontal distance for each one foot of vertical height).
	1.6	All new trees shall be provided with a permeable surface of 100 sq. ft. under the average growth drip line of the species.
	1.7	Plantings shall consist of permeable surface areas only. The permeable surface area of shrubs may be included within the permeable surface area required for trees.
	1.8	Each tree and shrub shall be planted at least 30 in. from the edge of any impervious surface.
	1.9	Whenever possible and economically feasible, all trees should be preserved and protected during construction with vegetative fencing
Plant Materials	2.1	Standards for planting shall conform to the latest standards of ANSI A300 Best Management Practices for Tree Planting, ANSI A300 Transplanting Standard and ANSI Z60.1 American Standards for Nursery Stock and Bid Specifications.
	2.2	Whenever possible, encourage drought tolerant landscaping.
	2.3	Refer to Appendix A of the New Braunfels Zoning Code for approved plant materials.
Plantings in Easements	3.1	No small trees shall be planted within 10 lateral ft. of any overhead utility wire or within 8 lateral ft. of any utility pole.
	3.2	No medium tree shall be planted within 20 lateral ft. of any overhead utility wire or utility pole.

MINIMUM DEVELOPMENT STANDARD		
	3.3	No large tree shall be planted within 30 lateral ft. of any overhead utility wire or utility pole.
	3.4	Shrubs may be planted within utility easements provided no shrub is planted over or within 5 lateral ft. of any underground water line, sewer line, electric line or other utility.
	3.5	Shrubs shall not be planted within 5 ft. of the flow line of a swale. Trees and other plantings may be planted within utility easements, including stormwater BMP facilities, provided that they are of a species adaptable to the nature of the easement, and in the case public utility easements, provided that NBU approves the location of the proposed tree plantings .
Street Trees	4.1	Refer to 8.7 for street tree code by street type.
	4.2	A Street Tree Planting Plan is required at final plat, to be prepared and sealed by a landscape architect. The plan will include the location and type of trees, as chosen from Appendix A of the New Braunfels Zoning Code.
	4.3	Compliance to street tree plan must be demonstrated at building permit.
Sight Distance and Visibility	5.1	To ensure that landscape materials do not constitute a driving and pedestrian hazard, a sight distance triangle shall be observed at all street intersections, all street and accessway intersections, street and alley intersections, and intersections of driveways with streets. Within the sight distance triangle, no landscape material, wall, or other obstruction shall be permitted between the heights of 2.5 – 7 ft. above the street, alley or driveway elevation. The sight distance triangle shall comply with AASHTO A Policy on Geometric Design of Highways and Streets Section 9.5 Intersection Sight Distance.
Subdivision & Neighborhood Identification Signs	6.1	Landscaping of subdivision and neighborhood identification signs shall comply with Section Signage – Permanent on-Premise Signs 13.3.3.

11.3.2 Landscaping – Applicable to Non-Residential and Multi-Family Dwelling Uses Only

MINIMUM DEVELOPMENT STANDARD		
Front Setback Landscape Area	1.1	Within the front setback yard, the following shall be provided: • A minimum of one 2 inch diameter tree for every linear 40 ft., or part thereof, of street frontage (excluding alleys) of which at least 50 percent of the trees shall be shade trees. Trees shall not be planted within the front 10' of a utility easement space as measured from the front property line at the street ROW. Trees shall not be planted within 5' of electric service laterals; and • A minimum of one shrub for every linear 10 ft., of part thereof, of street frontage (excluding alleys). • Landscaping shall be located to emphasize building entrances and pedestrian access points. Where a buffer is also required in accordance with Development Standards 1.1 above, this Development Standard shall be satisfied through compliance with Development Standard 1.1. Note: This Development Standard is not applicable to any building that is built to the front lot line.
	1.2	Trees shall be planted a minimum of 40 ft. apart and a maximum of 120 ft. apart to accomplish effective buffering at maturity.
	1.3	Trees and shrubs do not need to be evenly spaced, however shall be planted to provide the highest level of health for the tree.
Parking Perimeter Landscape Buffer Area	2.1	All parking areas fronting streets or accessway, shall provide: • a minimum 5 ft. wide landscaped area along the street or accessway frontage; • screening at least 3 ft. in height and not less than 50 percent opaque, to be reached within three growing seasons; and • one 2" caliper shade tree planted every 40 linear feet of parking area frontage. • a minimum of one 1-gallon shrubs planted every 5 feet. If parking is adjacent to roadway, Parking Perimeter Landscape Buffer Standards will apply in lieu of 11.3.2.1.1 Front Setback Landscape Area Standards.
	2.2	Trees do not need to be evenly spaced, however shall be planted a minimum of 20 ft. and a maximum of 120 ft. apart.
	2.3	All landscaped areas shall be bordered by a concrete curb a minimum of 5 in. high or wheel stops where adjacent to the parking surface.
	2.4	Plant spacing must accomplish effective buffering at maturity.
Internal Parking Area Shading	3.1	Refer to Code of Ordinances §144-5.3-1, including illustrations 9 and 10.

MINIMUM DEVELOPMENT STANDARD		
Residential Buffer	4.1	Where a non-residential lot abuts a lot within the Neighborhood (Mixed Density) Residential Planning Area, the following shall be provided: • a minimum 6 ft. masonry wall along the common lot line; • a minimum 5 ft. wide landscaped area along the common lot line; • a minimum one 4 in. diameter tree for every linear 25 ft., or part thereof, of common lot line frontage. • a minimum of one 24 in. high shrub for every linear 5 ft. of common lot line. Plantings may be clustered within the landscape area.
	4.2	Trees shall be planted a minimum of 40 ft. and a maximum of 120 ft. apart.
Drive-thru Restaurants	5.1	Drive-thru restaurant screening shall be provided in accordance with §144-5.2 of the Code of Ordinances.
Screening	6.1	All service entrances, loading areas, refuse and outdoor storage areas, antennas, satellite dishes and mechanical equipment visible from adjoining residential uses or street shall adhere to all setback standards, unless otherwise set forth, and be screened. Screening shall be provided by either a solid masonry fence, solid vegetation or a combination of both, with a minimum height of 6 ft., or of a height sufficient to obscure the area or equipment requiring screening, whichever is less. The height of plants shall be based on reaching their size at maturity within five growing seasons.
Turf	7.1	No more than 30 percent of the planting beds, not including detention ponds, shall be turf grasses. Buffalo and prairie grasses are exempt from this restriction. Xeriscaping is preferred and shall not be prohibited.

11.3.3 Landscaping – Applicable to Single-Family Dwelling Uses Only

MINIMUM DEVELOPMENT STANDARD		
Front Setback Landscape Area	1.1	Refer to 8.7 for street tree code by street type. - On local streets, street trees will sited on private property, no more than 3 feet from the sidewalk. 2" caliper trees will be planted every 40 linear feet or every lot if smaller than 40 LF. - On collectors, arterials and parkway, 3" caliper street trees will be sited every 50 linear feet.
	1.2	Within the front setback, the following shall be provided; - a minimum one 2" caliper tree of which at least 50 percent of the trees shall be shade trees. A tree may accommodate street tree requirement if Street Tree Development Standards 11.3.1 are met. - a minimum of one shrub every 10 linear feet of street frontage (excluding alleys) Where an existing high value tree is being retained within the front setback yard, the retention of each tree shall be considered as providing a 2" caliper tree as per the requirements.
	1.3	Trees and shrubs do not need to be evenly spaced, however shall be planted to provide the highest level of health for the tree and limit maintenance impacts on sidewalks and public spaces.
Turf	2.1	No more than 30 percent of the planting beds, not including detention ponds, shall be turf grasses. Buffalo and prairie grasses are exempt from this restriction. Xeriscaping is preferred and shall not be prohibited.

11.3.4 Fences

MINIMUM DEVELOPMENT STANDARD		
Maximum Height of a Fence or Wall	1.1	Side yard or rear yard not abutting a park, accessway or other street: 8 ft.
	1.2	Ornamental features may be placed on top of the screening fence or wall so long as the features obstruct less than 50 percent of the opening on top of the fence or wall.
Fences within Public Easements	2.1	Fences within a public easement shall have a gate or removable panel to allow for maintenance access to such easement.
	2.2	The entity responsible for the public easement shall approve the fence.
Fences within Drainage Easements	3.1	No fence shall transverse a drainage easement.
Compliance	4.1	Fences shall comply with intersection sight distance requirements

11.3.5 Outdoor Lighting

In keeping with the Guiding Principles of Mayfair, lighting use will be guided by City Code §82-15 - §82-19 and §144-5.3-3 unless otherwise clarified herein.

Mayfair covenants will support a Dark Sky friendly community everywhere possible, while prioritizing safety for residents and guests.

12 Parking, Access and Servicing

12.1 Applicability

This Code applies in the assessment of all applications within the project.

12.2 Purpose

The purpose of this Code is to:

- I. Ensure the Guiding Principles are met.
- II. Ensure vehicle access and parking is convenient for residents, visitors and service providers.
- III. Ensure on-street parking, surface parking lots and parking structures are screened from streets and other public areas by buildings and/or landscaping.
- IV. Utilize shared parking between uses that require peak parking at different periods of time to reduce overall parking requirements; and
- V. Support multi-modal transportation goals and IC efficiencies through parking maximums where applicable.

12.3 Development Standards

The applicable application shall comply with the minimum development standards of this Code unless superseded by approved alternative development standards.

Where there is a conflict between this Code and other codes, such a conflict is to be resolved in accordance with Figure 2-2.

12.3.1 General

MINIMUM DEVELOPMENT STANDARD		
Parking Areas	1.1	Off-street parking shall be on the same lot as the uses it is intended to serve, or where part of a cohesive or multi-building development utilizes common parking intended to serve the broader development. Shared parking may be utilized. Cross-access easements shall be provided where shared parking will occur. On-street visitor parking on minor roadways shall be permitted where dedicated parking spaces are identified as part of an approved Plat.
Orientation of Garage Doors	2.1	Garage doors associated with non-residential uses, including service entrances and loading areas, shall not face adjacent residential uses within 100 ft. from property line.
	2.2	When used, garage doors associated with non-residential uses shall be screened from adjacent properties and street view with landscaping per 11.3.2.
Valet Parking	3.1	Valet parking shall comply with §144-5.1 of the Code of Ordinances.
Minimum Dimensions	4.1	Minimum dimensions and specifications for off-street parking areas and parking spaces shall comply with §144-5.1 of the Code of Ordinances.
Construction & Maintenance	5.1	Construction and maintenance of off-street parking areas shall comply with §144-5.1 of the Code of Ordinances.

12.3.2 General – Applicable to Mixed Use

MINIMUM DEVELOPMENT STANDARD		
Siting of Parking Areas	1.1	Parking shall be located on the side or rear of buildings, to allow buildings to define the edge of streets. When fronting a roadway facing the interior of the community, parking is encouraged to be on the side or rear of buildings, to allow buildings to define the edge of streets.
	1.2	Off-street parking shall not abut more than 50 percent of the principal street frontage.
Service Entrances and Loading Areas	2.1	Loading areas shall be located on the same lot as the land uses it is intended to serve.
	2.2	Service entrances and loading areas shall be located to the rear of buildings.
	2.3	Loading areas shall be separated from parking areas and pedestrian accessways.
Driveway Access	3.1	Driveway access shall be provided in accordance with §114-98 of the Code of Ordinances and Table 13-1.
	3.2	Major driveway approaches with peak hour trips greater than 100 PHT shall be shared between different property owners or tenants when necessary to maintain minimum spacing required by Table 13-1.
Internal Circulation	4.1	Surface parking areas shall be separated into cells of 1000 ft. or less.
	4.2	Direct access to service entrances and loading areas shall be provided, while minimizing movement through parking areas.
	4.3	Parking cells shall be separated by a dedicated accessway.
	4.4	Accessways required by Development Standard 4.3 above, shall have a minimum width of 6 ft. and provide a continuous tree canopy at maturity or architectural cover providing shade and weather protection for pedestrian and cyclists.
	4.5	Easements are created over vehicular, bicycle and pedestrian accessways to provide connectivity in parking and pedestrian areas to abutting lots on the same block.

12.3.3 General – Applicable to Neighborhood Commercial

MINIMUM DEVELOPMENT STANDARD		
Siting of Parking Areas	1.1	Parking is encouraged to be located on the side or rear of buildings, to allow buildings to define the edge of streets. A maximum of two head-in parking rows may be permitted fronting the principal street frontage.
Service Entrances and Loading Areas	2.1	Loading areas shall be located on the same lot as the land uses it is intended to serve. Common or shared service entrances and loading areas are permitted. The loading, unloading and stockpiling of goods outside of dedicated loading areas is prohibited.
	2.2	Service entrances and loading areas shall be located to the rear of buildings.
	2.3	Loading areas shall be separated from parking areas and pedestrian accessways.
Driveway Access	3.1	Driveway access shall be provided in accordance with §114-98 of the Code of Ordinances and Table 13-1.
	3.2	Major driveway approaches with peak hour trips greater than 100 PHT shall be shared between different property owners or tenants when necessary to maintain minimum spacing required by Table 13-1
Internal Circulation	4.1	Surface parking areas shall be separated into cells of 400 ft. or less.
	4.2	Direct access to service entrances and loading areas shall be provided, while minimizing movement through parking areas.
	4.3	Parking cells shall be separated by a dedicated accessway.
	4.4	Accessways required by Development Standard 4.3 above, shall have a minimum width of 6 ft. and have 2" caliper trees planted every 50 LF.
	4.5	Easements are created over vehicular, bicycle and pedestrian accessways to provide connectivity in parking and pedestrian areas to abutting lots on the same block.

12.3.4 General – Applicable to Flex Commercial

MINIMUM DEVELOPMENT STANDARD		
Siting of Parking Areas	1.1	Parking is encouraged to be located on the side or rear of buildings, to allow buildings to define the edge of streets. A maximum of two head-in parking rows may be permitted fronting the principal street frontage.
Service Entrances and Loading Areas	2.1	Loading areas shall be located on the same lot as the land uses it is intended to serve. Common or shared service entrances and loading areas are permitted. The loading, unloading and stockpiling of goods outside of dedicated loading areas is prohibited.
	2.2	Service entrances and loading areas shall be located to the rear of buildings.
	2.3	Loading areas shall be separated from parking areas and pedestrian accessways.
Driveway Access	3.1	Driveway access shall be provided in accordance with §114-98 of the Code of Ordinances and Table 13-1.
	3.2	Major driveway approaches with peak hour trips greater than 100 PHT shall be shared between different property owners or tenants when necessary to maintain minimum spacing required by Table 13-1
Internal Circulation	4.1	Surface parking areas shall be separated into cells of 400 ft. or less.
	4.2	Direct access to service entrances and loading areas shall be provided, while minimizing movement through parking areas.
	4.3	Parking cells shall be separated by a dedicated accessway.
	4.4	Accessways required by Development Standard 4.3 above, shall have a minimum width of 6 ft. and have 2" caliper trees planted every 50 LF.
	4.5	Easements are created over vehicular, bicycle and pedestrian accessways to provide connectivity in parking and pedestrian areas to abutting lots on the same block.

12.3.5 General – Applicable to Single-Family Dwelling

MINIMUM DEVELOPMENT STANDARD		
Driveway Access	1.1	Maximum one driveway per dwelling.
	1.2	Shared driveways may be provided.
		Note: An application shall not be denied or rejected based on the Applicants decision not to provide shared driveways.
	1.3	Driveways shall be a minimum of 12 ft. wide. For lot sizes less than 60 ft. wide, driveways shall not exceed a width of 24 ft. For lot sizes 60 ft. wide or larger, driveways shall not exceed a width of 30 ft.

12.3.6 General – Applicable to Multi-Family Dwelling

MINIMUM DEVELOPMENT STANDARD		
Siting of Parking Areas	1.1	Parking shall be either: • integrated within the building; • sleeved by the building façade; or • located to the rear of a building.
Service Entrances and Loading Areas	2.1	Service entrances and loading areas shall be either: • integrated within the building; • sleeved by the building façade; or • located to the rear of a building.

12.3.7 Parking Ratio

MINIMUM DEVELOPMENT STANDARD		
Minimum Parking Ratio	1.1	For any building or use identified in Table 12-1, no less than the number of parking spaces set forth in Table 12-1 shall be provided. Where a land use is not identified in Table 12-1, the Planning Director shall determine the applicable parking ratio. Note: Where more than one land use exists on the same site, or in the same building, the portion of such site or building devoted to each land use shall be used in computing the number of off-street parking spaces required for each a land use. For such site or building, the total requirements for off-street parking spaces shall be the sum of the requirements of the various land uses computed separately. The off-street parking space for one use shall not be considered as providing the required off-street parking space for another use, unless herein set forth. When the requirement for each individual land use is computed, fractions shall be counted at their actual value. When units of measurements determining the total number of required off-street parking spaces result in a requirement of a fractional space, any fraction less than one-half shall be disregarded. Any fraction of one-half or greater shall require one off-street parking space. Where the parking ratio variable identified in Table 12-1 is the number of employees, the parking requirements shall be based on the largest shift rather than the total number of employees. Where the parking ratio variable identified in Table 12-1 is square footage, the square footage shall not include any of the exclusions listed in the definition of GFA in this DDCCD.
Maximum Parking Ratio	2.1	The maximum number of off-street parking spaces for any building or use shall not exceed 125 percent of the minimum number of parking spaces as identified in Table 12-1, not including accessible spaces. Multi-story parking structures, light industrial uses and pervious pavement shall not be subject to maximum parking requirements.
Shared Parking	3.1	Cohesive developments which contain a mix of uses may reduce the amount of required parking in accordance with the following methodology: • Determine the minimum parking requirements in accordance with Table 12-1 for each land use as if it were a separate use. • Multiply each amount by the corresponding percentages for each of the 5 time periods set forth in columns A – E of Table 12-3. • Calculate the total for each time period. • Select the total with the highest value as the required minimum number of parking spaces.

Table 12-1 Minimum Parking Ratio

LAND USE	MINIMUM PARKING RATIO
RESIDENTIAL	
Accessory Structure	None
Assisted Living Facility or Elderly Housing	1 space per four patient beds
Dwelling, accessory	1 per accessory dwelling provided addition to the principal dwelling
Dwelling, industrialized	1
Dwelling, multi-family	.75 space per one-bedroom unit or 1.5 space per two-bedroom unit 0.5 space per each additional bedroom 0.5 space per dwelling unit provided exclusively for low income or elderly occupancy
Dwelling, short term rental	1
Dwelling, single-family attached (duplex)	1
Dwelling, single-family attached (row home)	1
Dwelling, single-family detached	1
Dwelling, single-family detached (cluster)	1
Dwelling, single-family detached (zero-lot line)	1
Family Home (Child Care or Adult Care)	1 space per 6 beds
Group Home	1 space per four patient beds
Home Occupation	1 space per nonresident employee (if there is one) provided addition to the principal dwelling

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Accommodation	
Bed and Breakfast	1 space per guest room
Boarding House	1 space per 2 bedrooms
Dormitory	1 space per 4 beds
Hospice Residential Care Facility	1 space per four patient beds
Hotel/Resort	1 space per guest room
Retail	
Agricultural Equipment and Supply Retail Establishment	1 space per 400 sq. ft. GFA
Animal Grooming Service	1 space per 500 sq. ft. GFA
Auction House	1 space per 800 sq. ft. GFA
Automobile Dealership	1 space per 400 sq. ft. of indoor sales/office area
Automobile Detailing Shop	1 space per 400 sq. ft. of indoor sales/office area
Automobile Parts Store	1 space per 400 sq. ft. of indoor sales/office area
Automobile Repair Services Establishment	1 space per 400 sq. ft. of indoor sales/office area
Bar/Nightclub/Tavern	1 space per 8 seats for patron use, or 1 space per 200 sq. ft. GFA, whichever is greater
Barber Shop/Beauty Salon	1 space per 250 sq. ft. GFA
Café/Coffee House	1 space per 300 sq. ft. GFA
Car Wash	Automated: 2 stacking spaces per wash tunnel
Catering Service	1 space per 800 sq. ft. GFA

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Convenience Store	1 space per 800 sq. ft. GFA
Department Store	1 space per 800 sq. ft. GFA
Drug Store/Pharmacy	1 space per 800 sq. ft. GFA
Dry Cleaning Establishment	1 space per 600 sq. ft. GFA
Farmer's Market	1 space per 800 sq. ft. GFA
Laundromat	1 space per 600 sq. ft. GFA
Liquor Store	1 space per 800 sq. ft. GFA
Mobile Food Trailer	2 spaces per Trailer
Restaurant	1 space per 300 sq. ft. GFA
Retail Establishment	1 space per 800 sq. ft. GFA
Shopping Center	1 space per 200 sq. ft. GFA
Supermarket, with gasoline sales	1 space per 800 sq. ft. GFA
Supermarket, without gasoline sales	1 space per 800 sq. ft. GFA
Tattoo Parlor/Body Piercing Studio	1 space per 300 sq. ft. GFA
Temporary Vendor	None

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Business	
Broadcasting/Production Studio/ Communication Service	1 space per 1,000 sq. ft. GFA
Check Cashing Service	1 space per 200 sq. ft. GFA
Financial Institution	1 space per 500 sq. ft. GFA
Office	1 space per 500 sq. ft. GFA
Research and Development Facility	1 space per 1,000 sq. ft. GFA
Veterinary Clinic	1 space per 500 sq. ft. GFA
Civic, Health & Education	
Cemetery/Columbarium/Crematorium/ Mausoleum	1 space per 600 sq. ft. GFA
Club	1 space per 600 sq. ft. GFA
College/University (public or private)	1 space per 500 sq. ft. of office, research and library area, plus 1 per 250 sq. ft. of assembly areas and classrooms
Day Care Center (Child or Adult)	1 space per five children/adults for which the facility is licensed by the state, plus 3 stacking spaces per pick up/ drop off lane
Public Safety Facility	1 space per vehicular operated in connection with the use 2 spaces per 3 employees
Funeral Home/Mortuary	1 space per 600 sq. ft. GFA
Hospital/Health Care Facility	1 space per 3 patient beds
Medical Facility	1 space per 300 sq. ft. GFA
Religious Institution	1 space per 500 sq. ft. GFA

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Sanatorium	1 space per 4 patient beds
School, K-12 (public or private)	<i>Kindergarten:</i> 2.5 spaces per classroom, plus 10 stacking spaces per pick up/drop off lane
	<i>Elementary/Middle School:</i> 2.5 spaces per classroom, plus 10 stacking spaces per pick up/drop off lane
	<i>High School:</i> Five spaces for each classroom, plus 10 stacking spaces per pick up/drop off lane
School, vocational	1 space per 500 sq. ft. of academic space
Arts, Entertainment & Recreation	
Amphitheater	1 space per 5 seats or 1 space per 40 sq. ft. GFA where no permanent seating is provided
Amusement Arcade	1 space per 400 sq. ft. GFA
Amusement Park	1 space for each 600 sq. ft. of outdoor recreational area
Archery Range	1 space per shooting point
Athletic Field	20 spaces per field
Cabin	1 space per guest room
Camp, day or youth	1 space per employee 1 space per camp vehicle parked on premises 5 visitor spaces
Campground	1 space per campsite 1 space per employee
Community Facility	1 space per 600 sq. ft. GFA
Conference/Convention Center	1 space per 250 sq. ft. GFA, plus 1 per 1,000 sq. ft. of outdoor event area
Dance Hall	1 space per 8 seats for patron use, or 1 space per 200 sq. ft. GFA, whichever is greater

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Driving Range	1 space per tee
Fairground/Festival Ground	1 space per 1,000 sq. ft. of lot area up to 20,000 sq. ft., plus 1 for each 2,000 sq. ft. over 20,000 sq. ft.
Golf Course	4 spaces per hole
Golf Course, miniature	1 space per 600 sq. ft. of outdoor recreation area 1 space per 400 sq. ft. of indoor recreation area
Indoor Shooting Range	1 space per firing lane, plus 1 per 250 sq. ft. of retail, classroom or office area
Museum	1 space per 1,000 sq. ft. GFA
Park	In accordance with Table 12-2.
Recreation Establishment, commercial indoor	1 space per 400 sq. ft. of GFA
Recreation Establishment, commercial outdoor	1 space per 600 sq. ft. of outdoor recreation area 1 space per 400 sq. ft. of indoor recreation area
Recreation Center, private	In accordance with Table 12-2.
Recreation Center, public	In accordance with Table 12-2.
Recreation Vehicle (RV) Park	1 space per site
Rodeo Ground	1 space per 1,000 sq. ft. of lot area up to 20,000 sq. ft., plus 1 for each 2,000 sq. ft. over 20,000 sq. ft.
Studio (art, dance, music, drama, reducing, photography)	1 space per 250 sq. ft. GFA
Theater, motion or performing arts	1 space per 6 seats for patron use

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Transportation & Utilities	
Airport	1 space per 4 seats in the passenger waiting area 1 space per 4 aircraft tie downs
Bus Lot	1 space per 1,000 sq. ft. GFA
Bus Terminal	1 space per 800 sq. ft. GFA
Freight Terminal	1 space per 1,000 sq. ft. GFA
Garage/Parking lot, commercial	None
Helipad/Helistop	2 spaces per pad site
School, automobile driving school	1 space per 500 sq. ft. of academic space
Taxi and Limousine Service	1 space per 300 sq. ft. GFA
Telecommunication Antenna/Tower	None
Construction	
Contractor's Office	1 space per 500 sq. ft. GFA
Temporary Real Estate Sales Office	1 space per 500 sq. ft. GFA

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Light Industrial, Manufacturing and Wholesale Trade	
Brewery	1 space per employee 1 space per 4 seats in any tasting room or other visitor facility open the public
Light Industrial, warehouse, storage, distribution, fulfillment, manufacturing, and similar uses in the L-IND Light Industrial District (incl. integrated office)	1 space per 2,500 sq. ft. GFA
Manufacturing Establishment, chemicals, metals, machinery and electronics products	1 space per 1,000 sq. ft. GFA
Manufacturing Establishment, miscellaneous products	1 space per 1,000 sq. ft. GFA
Manufacturing Establishment, wood, paper and printing products	1 space per 1,000 sq. ft. GFA
Manufacturing Establishment, food, textiles and related products	1 space per 1,000 sq. ft. GFA
Microbrewery	1 space per employee 1 space per two seats in any tasting room or other visitor facility open the public
Self-Service Storage Facility	1 space per 600 sq. ft. GFA
Service Industry Establishment	1 space per 400 sq. ft. GFA
Warehouse, mini/self-storage facility	4 space minimum; 1 space for 800 sq. ft. of service/retail area, plus 1 per living quarters
Wholesale Trade Establishment	1 space per 1,000 sq. ft. GFA

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Agriculture	
Agricultural Support Services	1 space per employee
Animal Husbandry	1 space per non-resident employee
Crop Production	1 space per non-resident employee
Farm	1 space per non-resident employee
Farm, ancillary building	None
Livestock Market	1 space per 1,000 sq. ft. GFA

Table 12-2 Park Use Parking Ratio

PARK IMPROVEMENT	MINIMUM PARKING RATIO*
Baseball Field	25 spaces per field
Basketball Court	4 spaces per court
Major Trailhead	2 spaces per trailhead
Open Play Area	5 spaces per field
Pavilion	1 space per 400 sq. ft. of covered pavilion
Picnic Table	1 space per table
Playscape	3 spaces per area
Soccer Field	25 spaces per field
Swimming Pools	1 space per 600 sq. ft. of outdoor recreation area, and 1 space per 400 sq. ft. of indoor recreation area
Tennis Court	1 space per court
Volleyball Court	4 spaces per court

* Parking requirements will be determined in coordination with the City upon formal park programming and delivered for approval at Plat submittal. Parking plan will be designed to provide sufficient parking based on grouped amenities and considering enhanced community trails and bikeways. Provision of parking spaces is inclusive of formal on-street parking within 500 ft. of the boundary of the park.

Table 12-3 Shared Parking Schedule

LAND USE	WEEKDAY		WEEKEND		NIGHTTIME
	Daytime (9AM-4PM)	Evening (6PM-12AM)	Daytime (9AM-4PM)	Evening (6PM-12AM)	
Office/Light Industrial	100%	10%	10%	5%	5%
Retail	60%	90%	100%	70%	5%
Hotel/Resort	75%	100%	75%	100%	75%
Restaurant	50%	100%	100%	100%	10%
Entertainment/ Commercial	40%	100%	80%	100%	10%

* Refer to 12.3.7 for Shared Parking Code

13 Signage

13.1 Applicability

This Code applies in the assessment of all applications for a sign within the project.

13.2 Purpose

The purpose of this Code is to:

- I. Ensure the Guiding Principles are met.
- II. Encourage the effective use of signs as a means of communication with in and abutting the project.
- III. To maintain and enhance the project's overall aesthetic environment and the Project's ability to attract sources of economic development and growth.
- IV. Improve pedestrian and traffic safety.
- V. Minimize the possible adverse effects of signage on nearby public and private property.
- VI. Enable effective outdoor advertising.
- VII. Provide comprehensive and intuitive wayfinding for all modes of transportation within the community.

13.3 Development Standards

The applicable application shall comply with the minimum development standards of this Code unless superseded by approved alternative development standards.

Mayfair Signage

Within Mayfair there will be a hierarchy of signage and monumentation throughout the project. Public signage such as traffic signs, street signs and safety signs will comply with current city and traffic standards. The signage described below is related only to private signage. A description of each category of signage within Mayfair is detailed below. Regarding size and type of sign, the developer may choose to use a smaller sign in place of the larger permitted sign shown on the Signage Chart.

13.4 Vertical Structure in Midtown

- As part of the placemaking efforts in Mayfair, a water tower is planned for Midtown commercial/recreation district that will feature a painted exterior commissioned by an area artist.
- The current concept calls for a maximum height of 100' but could be smaller once final plans are done.
- Water tower concept will include non-flashing automatically dimmable LED bulbs on a timer with a maximum light intensity not to exceed 1 foot-candle illumination or less at the property line.

13.5 With Love from Mayfair Sign

- As part of the project identification efforts, a large-scale "With Love from Mayfair" landmark sign is planned along the I-35 northbound frontage angled south.
- Signage location is subject to move in future years to another location along I-35 or within the community as development continues. Future location will be presented to city council for approval.
- Sign will be lit with non-flashing LED bulbs that are automatically dimmable and on a timer with a maximum light intensity not to exceed 0.3 foot-candles over ambient conditions at 250 feet from the sign. It will not be located near residential properties.

13.6 Iconic Signage (IC)

- Iconic Signage at Mayfair is defined as: larger, non-traditional signage and branding that is employed to establish and reinforce a unique community aesthetic. Iconic Signage in the project will not only work to brand and identify Mayfair but also provide a sense-of-place for residents of Mayfair.

13.7 Neighborhood Identity Signage

- Neighborhood Signage at Mayfair is defined as: monumentation, signs, or walls that are employed to announce entry into the neighborhood or promote features within the community.
- Neighborhood Signage at Mayfair will be located at entries to the community of Mayfair as well as at internal intersections and serve as wayfinding directionals to community points of interest, including parks, schools, recreation areas, model homes, etc.
- The size of Major Neighborhood Signage at Mayfair will be limited per the parameters outlined in the Mayfair Signage Chart.

13.8 Wayfinding Signs

- As part of the project identification efforts, a comprehensive wayfinding plan will be developed.
- Project wayfinding signs shall comply with 106-13(b) of the Code of Ordinances.

13.9 Temporary Signage

- Temporary Signage at Mayfair is defined as: large signage within the community that is employed to announce and advertise but will not be a permanent fixture in the neighborhood.
- Temporary Signage may be used for up to ten years and refreshed or replaced as needed until the full build-out and sale of all residential, commercial, and mixed-use parcels within the community.
- Temporary Signage at Mayfair will be located within 300 feet of the Interstate 35 frontage road right of way or within 100 feet of the Kohlenberg Road or Mayfair Parkway rights of way.

- Temporary Signage at Mayfair may not be placed closer than 400 feet of another Major Temporary Sign.
- The size of Major Temporary Signage at Mayfair will be limited per the parameters outlined in the Mayfair Signage Chart.

Temporary signs on private property shall be subject to the following requirements:

- (1) Term. Temporary signs shall be allowed for no more than 90 total days within a calendar year.
- (2) Number. Only one temporary sign will be permitted at a time to the same business on the same lot.
- (3) Size. The maximum size of the temporary sign shall be limited to one and one-half square feet per one foot of building facade for the business.

13.10 Temporary Signage – Builder

- Temporary Builder Signage at Mayfair is defined as: signage within the community that is employed by or at the request of homebuilders to announce, advertise, and locate model homes, for-sale units, and coming-soon units.
- Temporary Builder Signage may be located outside the right of way within the Mayfair community.
- The size of Temporary Builder Signage at Mayfair will be limited per the parameters outlined in the Mayfair Signage Chart.

13.11 Commercial Signage

- Commercial Signage at Mayfair is defined as: signage within the community that is employed to announce and advertise commercial sites, industrial Sites, or commercial and industrial tenants.
- Commercial Signage at Mayfair will be located at commercial, industrial, and mixed-use sites across the development. Signage may be along the periphery of commercial, industrial, and mixed-use boundaries, adjacent to the frontage of rights of way, or internal to commercial developments.
- ~~Commercial Signs may be consolidated onto larger structures or stand-alone signage.~~
- The size of Commercial Signage at Mayfair will be limited per the parameters outlined in the Mayfair Signage Chart.

- Whenever reasonably possible, commercial businesses operating within the same platted lot shall share a sign structure for advertisement or multiple businesses within the development.
- Commercial signage shall be located on-premise only.
- In addition to signage that would otherwise be allowed on a lot for business identification purposes, one additional monument sign not exceeding five feet in height and 32 square feet in area may be located at each intersection of public roadways and/or private roadways for purposes of directing traffic to various areas and businesses within the development.

13.12 Park Signage

- Park Signage at Mayfair is defined as: monumentation, signs or walls that are employed to announce parks within Mayfair.
- Park Signage may be located within on or adjacent to park sites.
- The size of Park Signage at Mayfair will be limited per the parameters outlined in the Mayfair Signage Chart.

13.13 Logo Columns and Walls

- Logo Columns and Walls at Mayfair are defined as: columns and walls branded with a logo or name of Mayfair, neighborhoods within Mayfair, or commercial tenants within Mayfair.
- Logo Columns may be located in any location within Mayfair **outside of the right of way**.
- The size of Logo Columns and Walls at Mayfair will be limited per the parameters outlined in the Mayfair Signage Chart.

13.14 Interpretive Signage

- Interpretive Signage at Mayfair is defined as: signs, plaques, and monuments displaying information at a pedestrian scale.
- Interpretive signs may be located outside the right of way within the community.
- The size of Interpretive Signage at Mayfair will be limited per the parameters outlined in the Mayfair Signage Chart.

13.15 Digital Signage

- Digital Signage is defined as: signs and monuments with digital message capability including state-of-the-art LED technology and brightness adjustment capabilities.
- Digital Signage may be located along I-35, schools and interior amenities within the community.
- City of New Braunfels will have access to digital message capability on all signage for local alerts, messages and PSAs.
- Signs will be non-flashing automatically dimmable LED bulbs on a timer with a maximum light intensity not to exceed 1 foot-candle illumination or less at the property line.
- Any change of pictures or information on the electronic sign shall not produce the illusion of scrolling, moving objects, expanding or contracting shapes, rotation or any similar effect of animation. There must be a static display with no special effect changes between messages.
- Images must remain static for at least 3 seconds. The transition from each static image may not last more than two seconds.
- Any sign picture or information shall not have a solid white background between the time period of 30 minutes after sunset and 30 minutes before sunrise.
- Provide for auto dimming/brightening based on natural ambient light conditions.
- Provide and maintain a photo cell and dimmer control to assure the luminance standard is met and not exceeded.

13.16 Digital Billboards

- Digital billboards in Mayfair will be located along I-35 at a maximum, standard billboard size of 14x48 in accordance with TxDOT standards
- There will be two digital billboard structures on Mayfair property (one on west side and one on east side of I-35) that will serve as a replacement (not in addition) to current vinyl billboards along I-35.
- Digital billboards along I-35 will automatically adjust brightness levels to be no more than .3 foot-candles over ambient light conditions within 250 feet of sign.
- A development agreement will be put into place with the City of New

Braunfels, the selected billboard company and the developer, prior to permit submittal for construction of the signs.

13.17 Murals

- Murals at Mayfair are defined as: a work of art painted on or affixed to a structure, wall, or piece of infrastructure within the community.
- Murals may be located in any location within Mayfair.
- Murals should be located outside the ROW unless serving as wayfinding directionals for pedestrians and cyclists.

13.18 Artwork

- Artwork at Mayfair is defined as: a work of art that is freestanding or placed in the community independent of walls or structure.
- Artwork may be located in any location within Mayfair.
- The size of artwork is not limited within Mayfair.

13.19 Event Signage

- Event Signage at Mayfair is defined as: signs and markers which are displayed for short periods of time to advertise or provide wayfinding for an event.
- Event signage may be used at developer's discretion and placed within parks, individual lots and commercial areas.

13.20 Sign Illumination

- A spotlight on sign or exterior lighting of a sign may be employed, but must be oriented away from adjacent properties and roadways
- Uplighting, downlighting, and interior lighting of signs may be employed, but will work to comply with dark sky regulations.

13.21 Flags

- Government flags shall comply with 106-14 of the Code of Ordinances.
- Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction are permitted throughout Mayfair provided that they meet the following requirements:
 - a. United States flags shall be flown in accordance with the protocol established by the Congress of the United States for the Stars and Stripes, Title 4, Chapter 1 - The Flag.
 - b. Governmental flags shall not exceed the maximum height and size as provided for in table 106-13.1 of Section 106-13. The overall measurement of the flag pole shall not exceed 35 feet in height as measured from the base of the pole to the top regardless of where the governmental flag pole is located.
 - c. In land uses Neighborhood Commercial, Flex Commercial, Light Industrial, and MXD (non-residential uses only) ground mounted flag poles can exceed the 30-foot height limit but shall not exceed the maximum building height.

13.22 Off-Premise Signs

- In accordance with §106-11 of the Code of Ordinances unless otherwise provided for within this Code.

13.23 Signs exempt from Permitting and Regulation.

- In accordance with §106-10 of the Code of Ordinances unless otherwise provided for within this Code.
- ~~In accordance with §106-10 of the Code of Ordinances:~~

The size of signage at Mayfair refers to the maximum allowable size and is defined as follows:

13.24 Size of structure

- The structure of signage refers to the wall, monument, or other mounting apparatus on which a sign or lettering is mounted. If a sign or lettering is mounted on a habitable structure, that structure is not limited by these restrictions.
- The height of a structure will be measured by the finished grade on which the structure is placed to the highest point of the structure. Flag poles, antenna, and finials are not included in the height of a structure.
- The width of a structure will be measured laterally across a structure inclusive of all signs or individual lettering. That width will include the face of any non-inhabited structure on which sign is mounted from edge to edge.

13.25 Size of sign

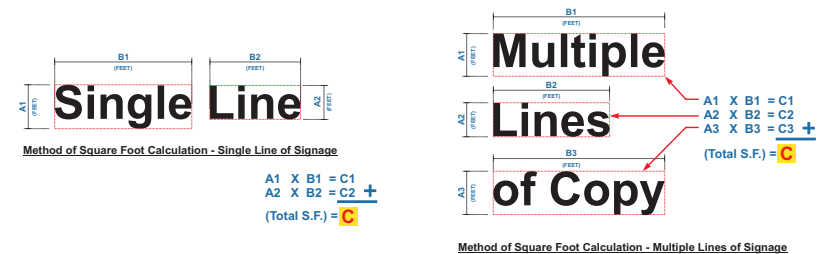
- The size of a sign refers to the bounds of a graphic or lettering.
- The height of a sign will be measured from the bottom of a graphic or lettering to the top of the graphic or lettering. The width of a sign will be measured laterally from edge to edge on a graphic or individual letters.
- The square footage of a sign is to be calculated by height multiplied by the width. Up to two rectangles encapsulating all lettering and logos may be used for single line copy. Up to three rectangles encapsulating all lettering and logos may be used for multiple line copy.

13.26 Sign lighting standards

(excludes digital signs, With Love from Mayfair Sign and Vertical Structure in Midtown Sign)

- No illuminated sign shall have luminance greater than 75 foot candles for any portion of the sign within a circle one foot in diameter.
- Lamp and ballast watts shall not exceed 1.8 watts per square foot.
- No unshielded light source may be visible from the edge of the public right-of-way or at the property line with a residential use or zoning district.
- Internally illuminated signs shall either be constructed with an opaque background and translucent text, symbols, and logos, or with a colored (not white, off-white, light gray, or cream) background and generally lighter text, symbols, and logos. See example below:

White Background Not Allowed	Shaded Background Allowed	Color Background Allowed	Opaque Background Allowed
Business Name/Logo	Business Name/Logo	Business Name/Logo	Business Name/Logo

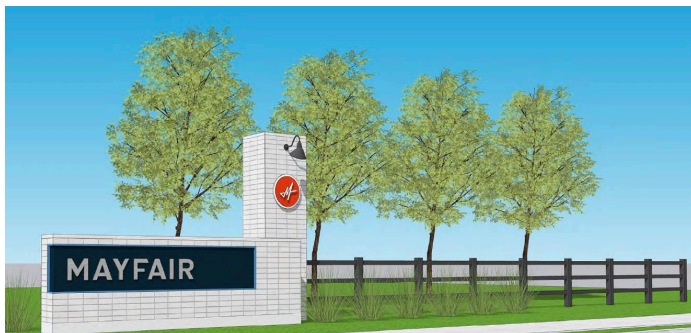




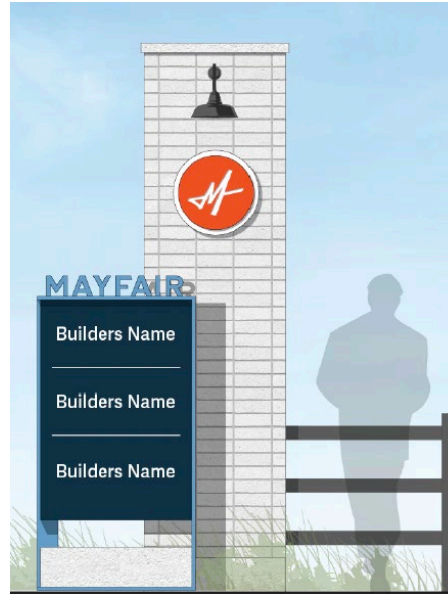
With Love From Mayfair Sign



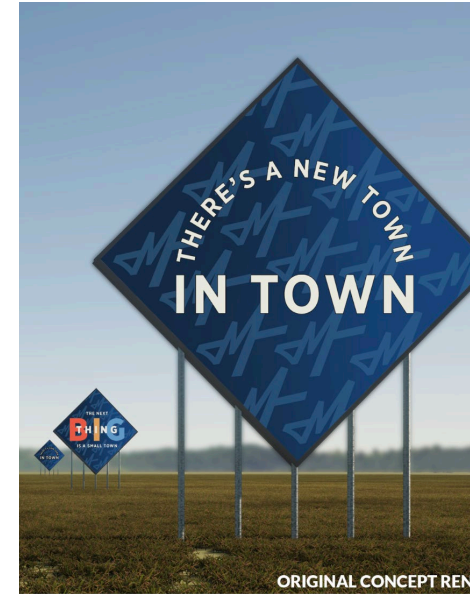
Neighborhood Wayfinding Signage



Neighborhood Identity Signage



Temporary Signage - Builder



Temporary Signage - Major



Mural

Example Images for Illustrative Purposes Only

Table 13-1 Mayfair Signage Chart

SIGNAGE TYPE	MAXIMUM NUMBER OF SIGNS	MAXIMUM HEIGHT OF STRUCTURE	MAXIMUM WIDTH OF STRUCTURE	MAXIMUM HEIGHT OF SIGN	MAXIMUM WIDTH OF SIGN	MAXIMUM SQUARE FOOTAGE OF SIGN
With Love From Mayfair Landmark	1 in community	50'	100'	50'	100'	1,530 sf
Vertical Structure in Midtown	1 in community	100'	45'	6'	41'	250 sf
Iconic Signage	4 in community	40'	100'	40'	100'	400 sf
Neighborhood Identity Signage	2 per entry	10'	20'	10'	10'	65 sf. Individually; 200 sf. Combined sign & sign structure
Temporary Signage	2 per lot	20'	20'	20'	20'	100 sf
Temporary Signage-Builder	2 per lot	10'	10'	10'	10'	100 sf
Park Signage	2 per access point	20'	20'	20'	20'	120 sf
Logo Column/Wall	No Limit	10'	N/A	5'	5'	25 sf
Interpretive Signage	No Limit	12'	8'	10'	6'	60 sf
Digital Signage	1 per lot	6'	8'	6'	8'	48 sf
Digital Billboards	2 in community	40'	48'	14'	48'	672 sf

Table 13-2 Mayfair Commercial Signage Chart

LAND USE	SIGN TYPE	MAXIMUM AREA PER SIGN FACE (REFER TO 13.27)	MAXIMUM HEIGHT	MIN. SETBACK	MAXIMUM SIGNS PER LOT
Flex Commercial/ Light Industrial	Freestanding Monument Sign	48 sq. ft. For multi-tenant signs with four or more businesses/tenants, a maximum of 16 sq. ft. per tenant, with a total maximum sign face of 64 sq. ft.	10 ft.	5 ft.	1 per platted lot unless otherwise provided for in this Code
	Low Profile Pole Sign	20 sq. ft.	10 ft.	5 ft.	1 per platted lot unless otherwise provided for in this Code
	Flag/Flag Pole	40 sq. ft.	30 ft.	5 ft.	1 per platted lot unless otherwise provided for in this Code
	Electronic Message Sign	40 sq. ft.	10 ft.	5 ft.	1 per platted lot unless otherwise provided for in this Code. May be used in lieu of an allowed free standing monument sign or low profile sign.
Neighborhood Commercial	Freestanding Monument Sign	32 sq. ft. For multi-tenant signs with four or more businesses/tenants, a maximum of 16 sq. ft. per tenant, with a total maximum sign face of 64 sq. ft.	8 ft.	6 ft.	1 per platted lot unless otherwise provided for in this Code
	Low Profile Pole Sign	20 sq. ft.	10 ft.	6 ft.	1 per platted lot unless otherwise provided for in this Code
	Flag/Flag Pole	40 sq. ft.	30 ft.	5 ft.	1 per platted lot unless otherwise provided for in this Code
MXD	Freestanding Monument Sign	32 sq.ft	10 ft.	5 ft.	1 per platted lot unless otherwise provided for in this Code
	Low Profile Pole Sign	Not permitted	Not permitted	Not permitted	1 per platted lot unless otherwise provided for in this Code
	Flag/Flag Pole	40 sq. ft.	30 ft.	5 ft.	1 per platted lot unless otherwise provided for in this Code

Table 13-2 Mayfair Commercial Signage Chart

LAND USE	SIGN TYPE	MAXIMUM AREA PER SIGN FACE (REFER TO 13.27)	MAXIMUM HEIGHT	MIN. SETBACK	MAXIMUM SIGNS PER LOT
IH-35 frontage	Freestanding Monument Sign	360 sq. ft. For multi-tenant signs with four or more businesses	30 ft.	6 ft.	1 per 400 ft. of frontage, minimum of 400 ft. of frontage required - unless otherwise provided for in this Code.
	Single Tenant Pole Sign	75 sq. ft. Single Tenant identity only	30 ft.	6 ft.	1 per platted lot unless otherwise provided for in this Code
	Electronic Message Monument Sign or Electric Pole Sign	180 sq.ft. , maximum of 90 sq.ft. per sign face	30 ft.	6 ft.	1 per 400 ft. of frontage, minimum of 400 ft. of frontage required. Allowed solely as an alternative to allowed Freestanding Monument Sign or Single Tenant Pole Sign
	Flag/Flag Pole	40 sq. ft.	30 ft.	5 ft.	1 per platted lot unless otherwise provided for in this Code

14 Vegetation Protection

14.1 Applicability

This Code applies in the assessment of all applications within the project.

This Code does not preclude ongoing agricultural activities, including agricultural exempt tree clearing for ranch management purposes from continuing. This Code shall only take effect, and apply to the part of the project, on which a Sector Plan has been approved.

14.2 Purpose

The purpose of this Code:

- I. Ensure the Guiding Principles are met.
- II. Ensure that significant vegetation is retained where possible.
- III. Contribute to the legibility and character of the project.
- IV. Preserve riparian corridors and vegetation clusters and habitat areas.
- V. Encourage the retention of vegetation as an amenity resource.

14.3 Development Standards

Mayfair will follow City of New Braunfels Vegetation Protection guidelines §134 as applicable.

14.3.1 General – Exemptions

MINIMUM DEVELOPMENT STANDARD		
Exemptions	1.1	If either the Urban Forester or a certified arborist determines a high value tree to be causing danger or be in a hazardous condition due to a natural disaster such as a tornado, fire, storm, flood or other act of God that endangers public health, welfare or safety, the requirement of this Section shall be waived.
	1.2	If the Urban Forester or certified arborist determines, based on site inspection that a high value tree is already dead, dying or fatally diseased prior to starting a development, the provision of the mitigation requirement will not apply and such determination shall be provided in writing.

14.3.2 Riparian Buffer Protection

MINIMUM DEVELOPMENT STANDARD

Location

1.1

1.1 Buffers shall be provided as follows:

STREAM	MINIMUM BUFFER
Identified streams draining 640 acres or greater	300 ft. from the centerline
Identified streams draining 320-639 acres	200 ft. from the centerline
Identified streams draining 128-319 acres	100 ft. from the centerline
Identified streams draining at 64-128 acres	50 ft. from the centerline
Identified streams draining less than 64 acres	No buffer requirement

1.2

To the extent required to be identified in a Sector Plan, roads, facilities, structures and improvements such as paths, trails, utilities, stormwater management facilities and water quality measures are permitted within buffer areas. Where stream buffers are located within parks, or are subject to a public easement, the buffer shall count towards overall park acreage.

1.3

Where stream buffers are located within parks, or are subject to a public easement, the buffer shall count towards overall park acreage.

1.4

The only exemption to establishing buffers is if the waterway is enclosed in a storm drain or is conveyed by an engineered channel designed to convey the 1% AC UD flow. The City will accept the exemption upon receiving signed and sealed plans from a professional engineer registered in the State of Texas.

PART H

APPENDIX

15.1 Abbreviations and Definitions

All words, phrases, and terms, whether capitalized or not, used in this DDCD, but not otherwise defined herein, shall have the respective meanings described in Section 2 of the Development Agreement, this Section, or the Code of Ordinances.

Any conflict or discrepancy between a definition in the Development Agreement, this DDCD, or the Code of Ordinances shall be resolved in favor of the Development Agreement first, this DDCD second, and the Code of Ordinances third. Words, phrases, and terms not defined in the Development Agreement, in this DDCD, nor in the Code of Ordinances shall be given their usual and customary meanings except where the context clearly indicates a different meaning.

All terms used herein, whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

The word “shall” is mandatory and not permissive; the word “may” is permissive and not mandatory.

Words used in the present tense include the future tense and words used in the future tense include the present tense.

15.1.1 Abbreviations

BMP	Best Management Practice
DDCD	Development and Design Control Document (this DDCD)
DBH	Diameter at Breast Height
ETJ	Extra Territorial Jurisdiction
FEMA	Federal Emergency Management Agency
ft.	Foot/Feet
GFA	Gross Floor Area
NBHD	Neighborhood
HOA	Home Owners Association
IESNA	Illuminating Engineering Society of North America
in.	Inch/Inches
ITE	Institute of Transportation Engineers
LOS	Level of Service
NBU	New Braunfels Utilities
PHT	Peak Hour Trips
ROW	Right of way
SH	State Highway
sq. ft.	Square Foot/Square Feet
TCEQ	Texas Commission on Environmental Quality
TIA	Traffic Impact Assessment (or Analysis)
US	United States
USACE	United State Army Corps of Engineers
USPS	United States Postal Service

15.1.2 Definitions

Note: Defined terms that have similar or related derivatives may be sorted or grouped by the object or subject matter for ease of reference.

100-Year Flood Event	The flood having a 1 percent chance of being equaled or exceeded in any given year.
100-Year Flood Event Floodplain	All land area that has been or may be inundated by water from any source as determined by the crest of a flood having a 1 percent chance of occurrence in one year for fully developed watershed conditions on drainage areas with greater than 64 acres.
2-Year Flood Event	A flood having a 50 percent chance of being equaled or exceeded in any given year.
2-Year Flood Event Floodplain	All land area that has been or may be inundated by water from any source as determined by the crest of a flood having a 50 percent chance of occurrence in one year for fully developed watershed conditions on drainage areas with greater than 64 acres.
25-Year Flood Event	A flood having a 4 percent chance of being equaled or exceeded in any given year.
25-Year Flood Event Floodplain	All land area that has been or may be inundated by water from any source as determined by the crest of a flood having a 4 percent chance of occurrence in one year for fully developed watershed conditions on drainage areas with greater than 64 acres.
5-Year Flood Event	A flood having a 20 percent chance of being equaled or exceeded in any given year.
5-Year Flood Event Floodplain	All land area that has been or may be inundated by water from any source as determined by the crest of a flood having a 20 percent chance of occurrence in one year for fully developed watershed conditions on drainage areas with greater than 64 acres.

Abutting	Having a common lot line with.
Accessway, Major	A 10' shared use accessway of varying surfaces identified on a Sector Plan.
Accessory Dwelling	A separate, complete housekeeping unit with a separate entrance, kitchen, sleeping area, and full bathroom facilities, which is an attached or detached extension to an existing single-family structure.
Accessory Structures	A structure such as pool, pergola, or shed associated with a single-family dwelling.
Adjacent	Directly across a street (excluding a major roadway) or alley.
Adjoining	Located next to, irrespective of whether they abut.
Alley	ROW that is used primarily for vehicular service access to the back or sides of lots otherwise abutting a street.
Alternative Tower Structure	Clock towers, bell steeples, light poles, and similar alternative-design mounting structures.
Applicant	Has the meaning set forth in the Development Agreement.
Application	Has the meaning set forth in the Development Agreement.
Architectural Review Board	A governing body created by the Master Association to administer the associations' Design Guidelines as it relates to all residential and commercial properties in the community, to guide cohesive, complimentary exterior presentation of homes and businesses.
Assisted Living Facility or Elderly Housing, High Intensity	An assisted living facility or elderly housing use that has the physical appearance of a multi-family dwelling development.
Assisted Living Facility or Elderly Housing, Low Intensity	An assisted living facility or elderly housing use that has the physical appearance of a single-family dwelling development.

Athletic Field/Playfield	A recreation area for open-air games, including but not limited to a multi-purpose practice field, football field, soccer field and/or baseball/softball diamond. Bleachers or grandstands may be provided.	CC&Rs	Covenants, Conditions & Restrictions. Mayfair will have a master association and sub-associations that will guide the operational standards of the community, including but not limited to maintenance standards of homes and businesses, process for improvements, structure of the association and more.
Bicycle Facilities	Pathways designed for bicyclists' travel. These pathways may be located in the roadway ROW, in parks, or other identified areas. Bicycle facilities have different forms including bike lanes and shared use paths. For a more complete list refer to the Hike and Bicycle Trail Plan (2020).	Certified Arborist	An arborist certified by the International Society of Arboriculture.
Bicycle Facility, Bicycle Lane	Designated by a lane stripe, pavement markings, and signage. Striped bicycle lanes promote areas reserved for bicyclists. Typically, the solid stripe of the bicycle lane is either dropped or dashed prior to and through intersections, to allow for both cyclists 'and motorists' turning movements.	City	Has the meaning set forth in the Development Agreement.
Bicycle Facility Protected Bicycle Lane	On-street bike lanes with physical separation from sidewalks and/or motor vehicle traffic, designed for people riding bicycles or other micro-mobility devices.	City Council	Has the meaning set forth in the Development Agreement.
Block	A unit of land bounded by streets or by a combination of streets, public accessways, parks, railroad ROW, streams, waterways or any other barrier to the continuity of development. For the purpose of this definition, the project boundary shall not be considered barrier to development.	Civic Space	A designated publicly accessible space with associated amenities that is designed to encourage and allow for the formal and/or informal gathering of people.
Block Length, Maximum	The length of a block measured along the longest axis.	Class 1 Lighting	All outdoor lighting used for but not limited to outdoor sales or eating areas, assembly or repair areas, advertising and other signs, recreational facilities and other similar applications where color rendition is important.
Buffer	An area of land used to physically and/or visually separate one use or lot from another.	Class 2 Lighting	All outdoor lighting used for but not limited to illumination for walkways, roadways, equipment yards.
Building Group	A collective group of attached dwellings.	Class 3 Lighting	Any outdoor lighting used for decorative effects, including but not limited to architectural illumination, flag monument lighting, and illumination of trees, bushes, etc.
Building Permit	An application prepared in accordance with Section 1.6. As used in this DDCD, Building Permit includes a Site Plan.	Club	An establishment or facilities used for social, educational or recreational purposes, for which membership is required for participation.
		Cluster-style Mailbox	A type of mailbox, complying with the specifications of the USPS, where individual mailbox units are grouped together so that they are regarded as one unit.

Code	When referenced by (chapter symbol) or the term “City code”, referencing City of New Braunfels Municipal Code. Where stated as “This Code” the definition shall mean that Section of the DCDC.	Development	The construction of one or more new buildings or structures on one or more building lots, the moving of an existing building to another lot, or the use of open land for a new use.
Code of Ordinances	Has the meaning set forth in the Development Agreement.	Development Agreement	Has the meaning set forth in the Development Agreement as “Agreement”.
Cohesive Development	Development where individual lots share access or use common facilities or spaces through recorded easement agreements, including, but not limited to vehicular and pedestrian access.	Duplex	A building designed as a single structure, containing two separate living units, each of which is designed to be occupied as a separate permanent residence for one family or in two separate structures on one lot.
Community Facility	A publicly owned or publicly leased facility or building which is primarily intended to service the recreational, educational, cultural, administrative, or entertainment needs of the community.	Dwelling, Single-Family Attached (Duplex)	A building with a common wall between dwellings that is arranged, intended, or designed for occupancy by two families living independently of each other in an attached structure.
Contiguous	In relation to a lot, where at least one boundary line or portion of one lot touches a boundary line/s or point/s of another lot/s.	Dwelling, Single-Family Detached Dwelling, Single-Family Detached (Cluster)	A detached building arranged, intended, or designed for occupancy by one family. A single-family dwelling located on a cluster lot.
Connectivity Ratio	A commonly recognized metric to access ease of mobility within an area, created by dividing all links (non-arterial roadway segments) by nodes (all non-arterial intersections and cul-de-sacs).	Dwelling, Single-Family Detached (Zero-Lot Line)	A single-family dwelling that is built to abut one side lot line.
Cul-de-sac	A short, minor roadway having only one outlet to another street and terminating on the opposite end by a vehicular turnaround.	External Access Point	Location where a throughfare within the project and a thoroughfare adjacent to and outside of the project boundary intersect
Dead-end Street	A street, other than a cul-de-sac, with only one outlet.	Flex Commercial	Higher intensity commercial land use developed along higher traffic areas to serve a regional need.
Design Guidelines	Mayfair’s standard of exterior presentation (façade, surfacing, color palate, landscaping, etc.) that will guide the development of all homes and businesses in the community.	Fully Shielded Fixture	Fixtures that are shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.
		Garage, Detached	A private garage wholly separated and independent of the principal building.

Gated Neighborhood	A residential area where vehicular accessibility is controlled by the means of a gate, guard, barrier or similar improvements within or across a privately maintained ROW.	Light Trespass	Spill light falling over lot lines that illuminate adjacent grounds or buildings in an objectionable manner.
Gross Floor Area	The total floor area of all floors of a building, expressed in sq. ft., measured from the outside of the exterior walls or from the centerline of common walls. It does not include: • internal ground and underground/basement parking or loading, servicing and maneuvering areas; • building services, plant and equipment; • access between floors (e.g. internal stairwells and elevator shafts); • ground floor public lobby (for non-residential uses only); • outdoor pedestrian malls; and • unenclosed balconies/patios (whether roofed or not).	Lot	An undivided tract or parcel of land which is, or in the future may be, offered for sale, conveyance, transfer or improvement, which is designated as a distinct and separate parcel, and which is identified by a tract, or lot number, or symbol in a duly approved subdivision Plat which has been properly filed of record.
		Lot Line	The lines bounding a lot.
		Lot Line, Front	The boundary between a lot and the street on which the lot fronts.
		Lot Line, Rear	The lot line that is opposite and most distant from the front lot line.
Height	The vertical distance of a structure measured from the average elevation of the finished grade surrounding the structure to the highest point of the structure.	Lot Line, Side	Any lot line that is not a front or rear lot line. A side lot line may be a part lot line, a line bordering on an alley or place or a side street line.
Home Occupation	An occupation carried on in a dwelling unit, or in an accessory building to a dwelling unit, by a resident of the premises, which occupation is clearly incidental and secondary to the use of the premises for residential purposes.	Lot, Cluster	A lot that contains one single-family detached (cluster) dwelling.
		Lot, Corner	A lot abutting upon two or more streets at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension.
IH-35 Frontage	Property that abuts the main lanes of Interstate 35 and its adjoining frontage roads.	Lot, Coverage	See Coverage, lot.
		Lot, Depth	The length of a line connecting the midpoints of the front and rear lot lines.
Intersection	Location where two streets connect.	Lot, Double Frontage	Any lot, not a corner lot, with frontage on two streets that are parallel to each other or within 45 degrees of being parallel to each other.
Landscape Plan	A plan prepared in accordance to section 144-5.3-1 (b) (5) of the Code of Ordinances.	Lot, Frontage	The length of street frontage between lot lines.
Lane Width	The distance between the face of one curb to the face of the other curb excluding the gutter section,		

Lot, Interior	A lot with side lot lines that do not abut any street.		office, retail, parkland , public uses, personal service or entertainment uses.
Lot, Parent	A lot that includes at least three cluster lots, shared access for cluster lots and common open space.	Motion Sensing Security Lighting	A fixture designed, and properly adjusted, to illuminate an area around a residence or other building by means of switching on a lamp when motion is detected within a set area around the fixture, and switching the lamp off when the detected motion ceases, or after a set amount of time.
Lot, Through	An interior lot having frontage on two streets.		
Lot, Width	The horizontal distance between side lot lines, measured at the front building line.		
Low Impact Development	A stormwater management technique that seeks to reduce runoff volume and improve water quality by replicating natural hydrology processes.	Multi-class Lighting	Any outdoor lighting used for more than one purpose, such as security and decoration, when those purposes fall under the definitions for two or more lighting classes as defined for class 1, 2 and 3 lighting.
Luminary	The complete lighting assembly, less the support assembly.		
Masonry Wall	A wall that is constructed of brick, concrete or other grounds or buildings in a highly durable building stone such as (but not limited to) granite, limestone or travertine.	Multi-family Dwelling	A building or portion thereof, arranged, intended, or designed for occupancy by three or more families, being separate quarters and living independently of each other. Multifamily also means three or more dwelling units on a single lot or parcel, whether attached or detached.
Master Developer	RESERVED		
Master Framework Plan	RESERVED	Mountain Bike Trail	A public or private unpaved off-street path that is intended for recreational use.
Middle Housing	Buildings ranging in size and density between a traditional single-family detached home and a mid-rise apartment building. A common characteristic of these multiple varieties of Missing Middle Housing is a scale comparable to a single-family house, but Missing Middle Housing always includes more than one housing unit. The varieties of Missing Middle Housing include, but are not limited to, single-family homes with ADU's, duplexes, triplexes, fourplexes, courtyard apartments, mansion apartments, bungalow courts, townhouses, multiplexes and live/work units.	Nature Trail	A public or private unpaved off-street path typically four (4) to six (6) feet wide when used exclusively for pedestrians, and eight to 10 feet wide when used for multiple user groups. Not intended for equestrian use or motorized vehicles, such as golf carts or ATVs.
		Neighborhood Commercial	Lower intensity commercial land use designed to provide convenience retail within predominantly residential areas.
		One-family Dwelling	A detached building arranged, intended, or designed for occupancy by one family.
Mixed Use	The development of a lot, building or structure with two or more different types of uses designed, planned and constructed as a unit . Such types of uses include, but are not limited to, residential	Open Space, Common	Open space or recreational area, within or related to a development, intended for the exclusive use and enjoyment of residents or occupants of the development, and their guests.

Open Space, Private	Open space or outdoor living area, intended for the private use and enjoyment of the resident/s or occupant/s of a dwelling unit or building. Private open space may include, but is not limited to, yard areas, landscaped areas, private patios, balconies, court-yards or similar areas designated for outdoor living, recreation or retention of an area in its natural state.
Outdoor Light Fixture	All outdoor illuminating devices, reflective surfaces, lamps and other devices, either permanently installed or portable, which are used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot and floodlights for: • buildings and structures; • recreational areas; • parking lot lighting; • landscape and architectural lighting; • billboards and other signs (advertising or other); • street lighting, excluding antique street and pedestrian lighting as approved by the City or such other person as they may authorize; • product display area lighting; • building overhangs and open canopies; and • security lighting.
Patio, Attached	A private open space that is roofed, or unroofed with a code required hand rail, that is attached to a single family dwelling, excluding balconies. Unattached, roofed patios shall follow Accessory Structure standards.
Park	Land that is designated as park space for passive and active recreational uses and may include integrated stormwater conveyance and management. Park includes six sub-categories, each being further defined herein: • Community Park; • Greenbelt/Conservation Park/Trails; • Pocket Park.
Park Lot	A platted lot that contains, or is proposed to contain, a park use.

Park, Community

District-maintained parks accessible by multiple neighborhoods and should focus on meeting community-based recreational needs, as well as preserving unique landscapes and open spaces. Community Parks are generally larger in scale than neighborhood parks, but smaller than regional parks and are designed typically for residents who live within a three-mile radius. When possible, the park may be developed adjacent to a school. Community Parks provide recreational opportunities for the entire family and often contain facilities for specific recreational purposes: athletic fields, tennis courts, extreme sports amenity, loop trails, picnic areas, reservable picnic shelters, sports courts, restrooms with drinking fountains, large turf and landscaped areas and a playground or spray ground. Passive outdoor recreation activities such as meditation, quiet reflection, and wildlife watching also take place at Community Parks. Community Parks generally range from 10 to 75 acres depending on the community. Community Parks serve a larger area – radius of one to three miles and contain more recreation amenities than a Neighborhood Park.

Examples of a community park may include:

- Sports Park: a park intended to provide a variety of structured or formal recreation opportunities, such as team competitions, physical skills development and training. May include multi-purpose community facilities.
- Active Use Park: a park intended to provide facilities for active recreation such as sport courts, playgrounds, open playfields, trails, gathering areas and group picnic facilities.
- Informal Use Park: A park intended to provide a variety of casual recreational opportunities such as play, picnicking, and large social or community gatherings. Informal use parkland may also protect or enhance landscape amenity values.

Park, Greenbelt/Conservation Park/Trail	Connectors in a park system are typically within a floodway or floodplain and serve multiple goals including recreation, transportation, water quality, flood control and habitat protection/preservation of riparian corridors.	Pavilion/Shade Structure	An open air, roofed structure that provides a shaded area.
Park, Natural Area/Easement	Primarily undeveloped lands or engineered corridors that are managed for both natural and ecological value and light-impact recreational use. These areas can range in size from one to thousands of acres, and may include wetlands, wildlife habitat, viewpoints or stream and river corridors. Natural areas provide opportunities for nature-based recreation, such as bird-watching and environmental education. Natural areas also provide opportunities for some active recreation activities such as walking and running, bicycle riding, and hiking. These areas can provide relief from urban density and may also preserve or protect environmentally sensitive areas such as endangered animal habitat and native plant communities. Natural areas often include, wetlands, floodplains, streams, creeks, lakes, ponds, forests, prairies, meadows, pastures and agricultural lands, timber lands, and vistas.	Planning Commission	Has the meaning set forth in the Development Agreement.
		Planning Director	Has the meaning set forth in the Development Agreement.
		Plat	A Final Plat.
		Plat Note	A notation on the face of a Plat that affects future development.
		Plat, Final	A plan prepared in accordance with 1.4.1.
		Play/Sports Court	A recreation area for open-air games, including but not limited to tennis, volleyball and/or basketball. Bleachers or grandstands may be provided.
		Playscape	A freestanding, integrated play apparatus, exclusively for use by children.
		Plaza	A publicly accessible gathering space that is integrated into the Street network and may allow vehicular, bicycle and/or pedestrian travel.
Park, Pocket	A small outdoor open space usually 0.25 acres up to three (3) acres, most often located in an urban area surrounded by commercial or dense residential. These parks serve various short-term functions or activities like small events, lunch breaks, or tot lots. These spaces are inviting and social places.	Project	Has the meaning set forth in the Development Agreement.
Park, Private	Parkland that is developed as part of the Project, but not generally open to the public, including Pocket Parks and Recreation Centers	Public Safety Facility	A government facility for public safety and emergency services, including fire, EMS, police and related administrative facilities.
Path, Shared Use	A bicycle and pedestrian facility physically separated from motorized vehicular traffic by a green space or barrier. They can be located within road rights of way, parks, and trail corridors and are shared by multiple users. Two types of surface treatments may be used: crushed granite or hard surface pavement. Anticipated use and location must be considered when selecting surface treatment, which should also meet the City of New Braunfels' Park Standards.	Quartile	An organizing measure representing community development in quarters. Assuming a 6,000 residential unit community, each quartile represents 1,500 completed residential units.
		Recreation Center	Private facilities, such as clubhouses, gyms, swimming pools, tennis courts, etc., which are intended to function as private parks under the Development Standards.

Recreation Establishment, Commercial Indoor	A private indoor facility, with or without seating for spectators, and providing facilities for a variety of individual, organized or franchised sports, including but not limited to basketball, gymnastics, wrestling, soccer, tennis, volleyball, racquetball or handball. Such facilities may also provide other regular organized or franchised events, health and fitness club facilities, swimming pool, bowling alley, snack bar, restaurant, retail sales of related sports, health or fitness items and other support facilities. Does not include any other indoor recreation facility that may be herein defined separately.	Retail Establishment, Liner	A row of small retail establishments sharing a common wall with one or more other establishments/tenancies located on one or more contiguous lots.
		Retail Establishment, Medium	A retail establishment or any combination of retail establishments in a single building or in separate but adjoining buildings occupying 10,001 – 25,000 sq. ft. GFA.
		Retail Establishment, Small	A retail establishment, or any combination of retail establishments in a single building or in separate but adjoining buildings, occupying equal to or less than 10,000 sq. ft. GFA.
Recreation Establishment, Commercial Outdoor	A private open or partially enclosed facility, with or without seating for spectators, and providing facilities for a variety of individual, organized or franchised sports, including but not limited to basketball, soccer, tennis and volleyball. Such facilities may also provide other regular organized or franchised events, swimming pool, batting cages, snack bar, retail sales of related sports, health or fitness items and other support facilities. Does not include any other outdoor recreation facility that may be herein defined separately.	Right of Way	A lot or parcel of land occupied, or intended to be occupied, by a public road, street or alley.
		Roadway, Major	Any road identified as an expressway, parkway, arterial or collector road on the City's adopted Regional Transportation Plan.
		Roadway, Minor	A collector road, local street or alley not on the City's adopted Regional Transportation Plan.
Residential Density	The number of dwelling units divided by the number of acres.	Sector	Has the meaning set forth in the Development Agreement.
Residential Lot	A platted lot that contains, or is proposed to contain, a residential use.	Sector Plan	An application prepared in accordance with 1.3.1 or an approved Sector Plan depending on the context of the term's usage.
Residential Use	A use identified in Section 7.1 as a residential use.	Sector Plan Note	A notation on the face of a Sector Plan that affects future development.
Retail Establishment	An establishment in which 60 percent or more of the GFA is devoted to the sale or rental of goods, including stocking, to the general public for personal or household consumption. The term includes services incidental to the sale or rental of such goods.	Sector Plan TIA	Updated Traffic Impact Analysis provided with Sector Plan submittal.
Retail Establishment, Large	A retail establishment or any combination of retail establishments in a single building or in separate but adjoining buildings occupying more than 25,000 sq. ft. GFA.	Security Lighting	Lighting designed to illuminate a lot for the purpose of visual security. This includes fully shielded lighting designed to be left on during nighttime hours as well as motion sensing lighting fixtures.

Sensitive Feature	Karst features classified as sensitive by TCEQ or habitat identified by a qualified ecologist, in accordance with US Fish and Wildlife Service, high value trees as defined by a Tree Preservation Plan or any other applicable federal or state agency's standards.	Sign, Billboard	advertise a business, service, or special event and not mounted in a permanent rigid frame. An off-premise sign on any flat surface erected on a framework or on any structure, or attached to posts and used for, or designed to be used for, the display of bills, posters, or other advertising material.
Service Industry Establishment	An establishment or place of business primarily for industrial activities that have no external air, noise or odor emissions and can be suitably located with non-industrial uses, including but not limited to audio visual repair, film processing, jewelry making, locksmith, shoe repairs.	Sign, Electronic Message	A sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means. May be free-standing or attached to another sign but cannot exceed maximum allowed size of host sign.
Setback Line	A line within a lot parallel to and measured from a corresponding lot line, establishing the minimum required yard and governing the placement of structures and uses on the lot.	Sign, Freestanding	A sign permanently attached to or constructed in or on the ground.
Sidewalk	As guided by City code, a public or private paved accessway located within the street ROW or access easement, abutting, but physically separated from the vehicular travelled way, intended for pedestrian travel, regardless of whether such an accessway may be designated for non-exclusive use by pedestrians.	Sign, Low Profile Pole	A sign that is mounted on one or more freestanding poles or other support so that the bottom edge of the sign face is not in direct contact with a solid base or the ground.
Sight Distance	The triangular area formed by a diagonal line connecting two points located on intersecting ROW lines.	Sign, Monument	A sign which is attached directly to the ground or is supported by a sign structure that is placed on or anchored in the ground and is independent from any building or other structure. Shall only have 2 sign faces.
Sign	Any device or surface on which letters, illustrations, designs, figures or symbols are painted, printed, stamped, raised, projected or in any manner outlined or attached and used for advertising purposes.	Sign, Off-premise	An outdoor sign advertising a business activity or use not principally offered, sold, or conducted upon the same premises on which the sign is located.
Sign, Area Directional	An off-premise sign designed with panels that may be replaced or changed to advertise multiple entities, services, real estate, businesses or other content and that direct, with an arrow, for instance, persons to those entities.	Sign, On-premise	An outdoor sign advertising a business or use principally offered, sold or conducted upon the same premises on which the sign is located. On-premise signs include: • signs advertising a real estate development located on premises being developed or proposed for development; • signs identifying a real estate development which
Sign, Banner	Any sign made of fabric, plastic or other non-rigid material designed to hang from rope or wire to		

	are located at the entrance of such development; and	Street, Private	A private vehicular accessway, including an alley, that is shared by and that serves two or more lots, which is not dedicated to the public, and which is not publicly maintained.
	signs located on premises where model homes are constructed.		
Sign, Pole or Pylon	A freestanding sign that is supported by one or more freestanding shafts, posts, or piers extending from and permanently attached to the ground by a foundation or footing, with a clearance between the ground and the sign face.	Streetside	The part of the ROW between the back of the curb and the front lot line of abutting lots.
Sign, Single Tenant Pole	A freestanding pole sign that is supported by one freestanding shaft permanently attached to the ground, representing one brand/entity.	Supporting Framework Plan	A plan prepared in accordance with Appendix _.
Site	a tract of property that is the subject of a development application.	Temporary Lighting	Lighting which will not be used for more than one 45-day period within a calendar year. Temporary lighting is intended for uses that by their nature are of limited duration; e.g. holiday decorations, civic events, or construction projects.
Site Plan	A plan submitted with an application for Building Permit as per City of New Braunfels Code of Ordinances.	Throughway Zone	The part of the streetside between the frontage zone and the furnishing zone in which pedestrians and bicyclists travel, including sidewalks and bike paths.
Site Plan Note	A notation on the face of a Site Plan that affects future development.	Traffic Impact Analysis (TIA)	A study which assesses the adequacy of the existing or future transportation infrastructure to accommodate additional trips generated by a proposed development, redevelopment or land rezoning.
Story	Part of a building included between the surface of one floor and the surface of the ceiling above. A top story attic is a half story when the main line of the wall plates is not above the middle of the interior height of such story. A basement that is no more than 4 ft. above average grade shall not be considered a story.	TIA Update	A report prepared in accordance to section 118-46.(y) of the Code of Ordinances.
		TIA Worksheet	A report prepared in accordance to section 118-46.(y) of the Code of Ordinances.
Street	A public or private ROW that provides primary vehicular movement, whether designated as a street, highway, thoroughfare, parkway, avenue, boulevard, road, drive aisle, alley or however otherwise designated.	Total Outdoor Light Output	The maximum total amount of light, measured in lumens, from all outdoor light fixtures on a lot. For lamp types that vary in their output as they age (such as high pressure sodium and metal halide), the initial output, as defined by the manufacturer, is the value to be considered.
Street View	Visible at eye-level on the closest sidewalk on an abutting street, excluding an alley.		

Tree Protection Plan	A plan prepared in accordance to section 144-5.3-1 (c) of the Code of Ordinances.
Tree Replacement Plan	A plan prepared in accordance to section 144-5.3-1 (c) of the Code of Ordinances.
Tree Survey	A plan prepared in accordance to section 144-5.3-1 (c) of the Code of Ordinances.
Tree Survey, Preliminary	A plan prepared in accordance to section 144-5.3-1 (c) of the Code of Ordinances.
Tree, High Value	Any tree having a minimum 8 in. caliper measured 4.5 ft. above the ground (DBH), and in good health with no signs of disease.
Tree, Low Value	Any tree that is not a high value tree.
Unshielded Fixture	A fixture that allows light to be emitted above the horizontal directly from the lamp or indirectly from the fixture or a reflector.
Urban Forester	The Urban Forester, City of New Braunfels, Texas.
Utility	Public and private utility infrastructure including, but not limited to, water mains, recycled water mains, gravity wastewater mains, wastewater force mains, wastewater lift stations, wastewater treatment plants, storm drains, overhead electric, underground electric, gas mains and communication lines.
Wholesale Trade Establishment	An establishment or place of business greater than 50,000 sq. ft. GFA, primarily engaged in selling and/or distributing merchandise to retailers; to industrial, commercial, institutional, or professional business users, or to other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.

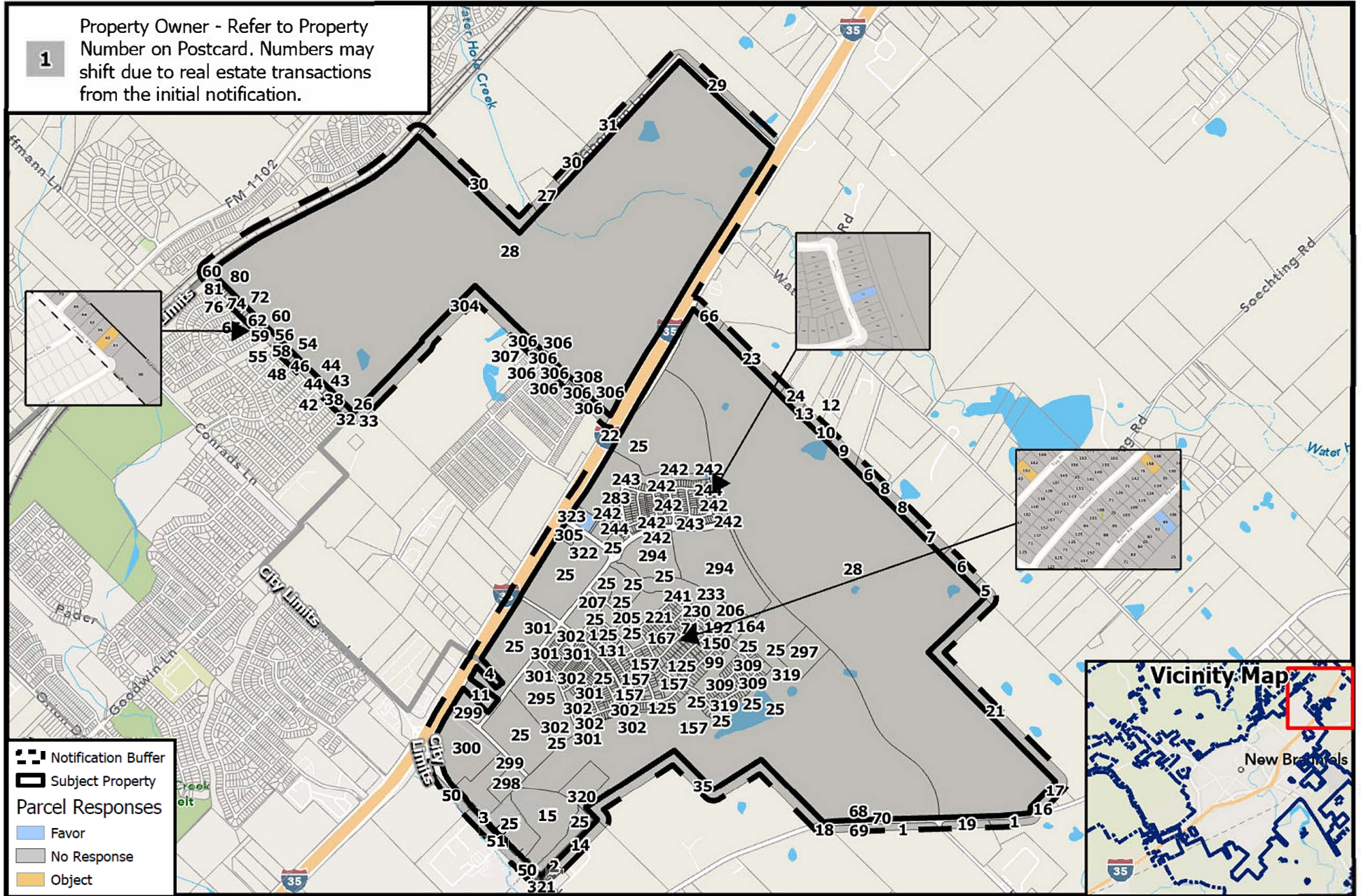
16. Traffic Impact Analysis
(attached separately).




SOUTHSTAR

1

Property Owner - Refer to Property Number on Postcard. Numbers may shift due to real estate transactions from the initial notification.



PZ26-0199 Mayfair DDCCD Amendment

0 1,000 2,000
Feet



Path:
L:\Projects\Mayfair\DDCCD Amendments\PZ26-0199 DDCCD Proposed Amendments May

Source: City of New Braunfels Planning
Date: 8/18/2026

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by else is at that party's risk and without liability to the City of New Braunfels officials or employees for any discrepancies, errors, or variances which may

WALKER BRITTNEY L & RODDRAY K
5764 RYDER ROAD
NEW BRAUNFELS TX 78130

Property #: 99

PZ26-0199

Case Manager: MG

AUG 17 REC'D

FAVOR ☒

OPPOSE ☐

COMMENTS

A summation in plain English would be appreciated considering the length, jargon, and vague descriptions.

This attempt at providing transparency feels like there is deception in the details provided without full clarity for common consumers.

BIRVEK RETAIL LLC
115 OTTAWA RUN
SAN ANTONIO TX 78231

Property #: 323

PZ26-0199

Case Manager: MG

AUG 04 REC'D

FAVOR ☒

OPPOSE ☐

COMMENTS

DIXON NATHANIEL & VERONICA L
139 BANNER CT
NEW BRAUNFELS TX 78130

Property #: 275

PZ26-0199

Case Manager: MG

AUG 04 REC'D

FAVOR ☒

OPPOSE ☐

COMMENTS

PRETORIUS ANDRE & SAMANTHA
940 TORNADO RIDGE
NEW BRAUNFELS TX 78130

Property #: 74

PZ26-0199

Case Manager: MG

AUG 12 REC'D

FAVOR ☐

OPPOSE ☐

COMMENTS

Please, please, please leave some green space between Cloud Country & Mayfair and maybe even a path.

TENNANT LVNG TRST 10-17-2025

908 TORNADO RIDGE

NEW BRAUNFELS TX 78130

AUG 04 REC'D

Property #: 62

PZ26-0199

Case Manager: MG

FAVOR ☐

COMMENTS

OPPOSE ☒

STUDLEY THOMAS W & AMBER L BONASORO

5727 TUG POINT

NEW BRAUNFELS TX 78130

Property #: 151

AUG 11 REC'D

PZ26-0199

Case Manager: MG

FAVOR ☐

COMMENTS

OPPOSE ☒

LOPEZ MARCIAL & CLAUDIA

5778 SACHEL TRL

NEW BRAUNFELS TX 78130

AUG 11 REC'D

Property #: 158

PZ26-0199

Case Manager: MG

FAVOR ☐

COMMENTS

OPPOSE ☒

SUMMARY OF PROPOSED MAYFAIR DEVELOPMENT AGREEMENT AMENDMENTS

In addition to updates to the title page information, dates, staff titles (now referenced collectively as 'City Staff'), section renumbering and restructuring, and other minor clarifications and additions, the following substantive revisions have been made to the Development Agreement:

- **PG. 3, Section 2.2:** Removed the Alternative Development Standards approval process from the definition of 'Alternative Development Standards,' as procedural details do not belong in the definition and the referenced process is inconsistent with the procedures outlined in Section 4.3(E), Sector Plans Incorporating Alternative Development Standards.
- **PGs 5 and 6:** Definitions have been added for the following terms: City Attorney, City Departments, City Manager, City Staff, Conditional Sector Plan Notice, Conditionally Approved Sector Plan, Development Quartiles, and Development Quartile Reporting.
- **PGs 7 and 8:** Relocated the criteria for Minor Amendments to an Approved Sector Plan from the definition of 'Minor Amendments to an Approved Sector Plan' to Section 4.3.2(A)(1), Minor Amendment to a Sector Plan.
- **PGs 8 and 9:** Relocated the criteria for Minor Amendments to the Master Framework Plan from the definition of 'Minor Amendments to an Approved Sector Plan' to Section 4.2.1(A)(1), Minor Amendments to the Master Framework Plan.
- **PG. 11:** Added definitions for Periodic Conforming Updates and Public Facility
- **PGs 13 and 15:** Added Section 4.2.1(A)(1), Minor Amendment to the Master Framework Plan, and moved the criteria for Minor Amendments to the Master Framework Plan from the definition of 'Minor Amendments to the Master Framework Plan' to this Section; added clarification that Minor Master Framework Plan Amendments may be administratively approved; and added Sections 4.2.1(A)(1)(b), addressing Periodic Conforming Updates, and 4.2.1(A)(1)(c), clarifying that Minor Amendments to the Master Framework Plan do not require a Traffic Impact Analysis.
- **PGs 15 and 16:** Pages 15 and 16: Added Section 4.2.1(A)(2), Major Amendment to the Master Framework Plan, which clarifies the process for submitting Major Amendments and establishes process and cadence for Periodic Conforming Updates to ensure conformity across the Master Framework Plan, Sector Plans and plats.

- **PGs 16 and 17:** Reorganized Section 4.3, Sector Plan, to provide a clearer and more detailed description of the Sector Plan process, and updated Section 4.3.1(B)(3) to allow for the simultaneous review of the Sector Plan and the Sector Plan Traffic Impact Analysis, as well as conditional approval of the Sector Plan while the Sector Plan Traffic Impact Analysis remains under review.
- **PGs 19 and 20:** Added Section 4.3.2, Amendments to Approved Sector Plans, and relocated the criteria for Minor Amendments to a Sector Plan from the definition of ‘Minor Amendment to an Approved Sector Plan’ to this Section; added Section 4.3.2(A)(2), clarifying that a Traffic Impact analysis Worksheet shall suffice instead of a full Traffic Impact Analysis when submitting an updated Sector Plan to reflect approved Minor Amendments.
- **PGs 21 and 22:** Updated Section 4.4, Plats, by adding Section 4.4.2A., Rejected Final Plat, which establishes an appeal process for Final Plats rejected by City Staff when the plat is determined not to conform to the Sector Plan, and revised Section 4.4.2B., Waiver, to align with the City’s Code of Ordinances regarding the applicability and processing of waivers.
- **PGs 22 and 23:** Revised Section 6.2, Determination of Minor or Major Amendment, by streamlining and clarifying the description of how amendment categories are determined.
- **PGs 25 and 26:** Revised Section 7.2.2, Park Classification and Maintenance, to improve simplicity and clarity.
- **PGs 28 and 29:** Revised Section 8.2, Bond Provisions, by reducing the minimum time the Issuing District must make, or offer to make, a presentation to the City Council summarizing the proposed bond issuance—from 90 days to 30 days—prior to the District submitting its written request for the City’s consent to the issuance or sale of the bonds, and revised Section 8.2.6 to describe the level debt service requirements for the bonds with greater detail.
- **PG. 30:** Revised Section 8.4, Division of the District, by reducing the minimum advance notice required of the District to inform the City of proposed District divisions from 60 days to 30 days.
- **PG. 30:** Revised Section 8.5, Annexation or Exclusion of Land, by reducing the minimum advance notice required of the District to inform the City of its intent to realign the boundaries of an existing District through the method of adding land to or excluding land from a District from 60 days to 30 days.

~~FIRST~~ SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BETWEEN
CITY OF NEW BRAUNFELS AND
SOUTHSTAR AT MAYFAIR, LLCP
FOR MAYFAIR DEVELOPMENT

Full Execution Date:
_____, 20264

STATE OF TEXAS	§	SECOND FIRST AMENDED AND
	§	RESTATED DEVELOPMENT
	§	AGREEMENT
COUNTY OF COMAL	§	BETWEEN
	§	CITY OF NEW BRAUNFELS AND
	§	SOUTHSTAR AT MAYFAIR, LLC <u>LLCP</u>
CITY OF NEW BRAUNFELS	§	FOR MIXED USE DEVELOPMENT

THIS ~~SECOND FIRST~~ AMENDED AND RESTATED DEVELOPMENT AGREEMENT, (this “Agreement”) effective as of the Effective Date, is entered into by and between ~~T~~the City of New Braunfels, a Texas Home Rule Municipal Corporation (the “City”), and Southstar at Mayfair, LLC, a Texas limited liability company (the “Owner”), pursuant to the authority granted to the City by its powers as a home rule municipal corporation and the general laws of the State of Texas including § 212.172 of the Texas Local Government Code.

RECITALS

- A. Capitalized terms in these recitals have the meaning set forth in Section 2 of this Agreement.
- B. The Owner ~~is a party to certain agreements that give the Owner options to purchase~~ d the Property, which is located in the ETJ and wholly within the boundaries of the District;
- C. By Consent Resolution entitled “Resolution of City of New Braunfels, Texas Consenting to the Creation of Comal County Water Improvement District No. 3, which is in the Extraterritorial Jurisdiction of the City,” the City ~~consented~~ to the creation of the District and the inclusion of the Property within the District;
- D. Pursuant to Chapters 212 and 232 of the Texas Local Government Code, the City and Comal County, Texas ~~(the “County”)~~ are parties to that certain Interlocal Cooperation Agreement Between Comal County and City of New Braunfels For Subdivision Regulation Within the Extraterritorial Jurisdiction of the City of New Braunfels, dated January 18, 2008, whereby the County assigned and delegated to the City the County’s authority to approve subdivision plats and issue related permits for property within the ETJ pursuant to the terms and conditions therein;
- E. The City has established the Comprehensive Plan to guide the City in future growth and development, and the City and the Owner have determined that it is in the best interest of the City and the Owner for the Property to be developed in accordance with this Agreement;
- F. This Agreement is entered into pursuant to Chapter 380 of the Texas Local Government Code to promote state or local economic development and to stimulate business and commercial activity in accordance with § 380.001, and this Agreement is further authorized by § 212.172 of the Texas Local Government Code and § 118-4 of the Code of Ordinances, which allow the City to enter agreements affecting land in the ETJ;
- G. The City and Owner desire to enter into this Agreement establishing a structure for development of the Property, as well as the regulations that will govern such development; including but not limited to provision of emergency services; provision of solid waste collection; traffic and roadway impacts; debt to be issued by the District, plan for division of the District; fire flow; prohibition against certain retail utilities; an agreement to comply with the City’s building codes and ordinances, public health and safety codes and

ordinances, and environmental regulation codes and ordinances; and an agreement to comply with the City's land use regulations as described hereunder;

H. The Landowner (as defined in the initial Development Agreement)~~has~~ executed ~~the~~is ~~initial Development Agreement~~ to evidence its consent to have the Property developed in accordance with ~~the this Agreement; because the Landowner has since conveyed its interest in the Property to the Owner, the Landowner is not a party to this Agreement;~~

I. Pursuant to Section 8489.109 of the Creation Statute, upon the Full Execution Date, the ETJ of the City may be extended in accordance with Section 42.021(2) of the Texas Local Government Code; and

J. The City Council approved the initial Development Agreement on February 9, 2022, ~~and approved the~~ First Amended and Restated Agreement on May 6, 2024, ~~2024~~, and approved this Second Amended and Restated Agreement on _____, 2026;

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and the Owner hereby agree as follows:

1. **FINDINGS AND RECITALS.** The facts and recitations contained in the preamble of this Agreement are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Agreement is consistent with the policies and objectives of the City's Comprehensive Plan.

2. **DEFINITIONS.** For the purposes of this Agreement, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed in this Section 2. All terms used herein, whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

2.1. Agreement – This Second Amended and Restated Development Agreement, including any and all exhibits attached to this Agreement, which are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

2.2. Alternative Development Standard(s) – A standard above the Minimum Development Standard that is based upon design principles or objectives that cannot be fully measured until an Application is submitted. ~~An Applicant may elect to submit an Application using Alternative Development Standards, provided that if the Planning Director does not recommend approval of any Alternative Development Standard (if the Planning Director is designated to provide Approval) or the City Council does not approve the Alternative Development Standard (if the City Council is designated to provide Approval), the Applicant may revert to the Minimum Development Standard and the Application will then be measured solely on the grounds of whether it satisfies the applicable Minimum Development Standard.~~

2.3. Applicant – An individual or entity, which may be the Owner as applicable, that ~~(a)~~ applies for approval of a Major or Minor Amendment to the Master Framework Plan, Sector Plan, Sector Plan TIA, Major or Minor Amendment to a Sector Plan, Preliminary Plat, Final Plat, Final Plat TIA, Building Permit or any other City approval or permit applicable to the Project; ~~or (b) is the Owner, as applicable.~~

2.4. Applicant's Notice of Amendment – The notice described in Section 4.2.1+2(C)(2).

- 2.5. Application – An application for a Major or Minor Amendment to the Master Framework Plan, Sector Plan, Major or Minor Amendment to Approved Sector Plan, Preliminary Plat (if any), Final Plat, Building Permit, and/or any other City application applicable to a development within the Project.
- 2.6. Approval – An Approved Sector Plan, an Approved Sector Plan TIA, an Approved Preliminary Plat, an Approved Final Plat, an Approved Final Plat TIA, an Approved Building Permit, and/or any other City approval or permit applicable to a development within the Project.
- 2.7. Approved Building Permit – A Building Permit within the ~~Project, or~~ Project or required by the City in connection with a development within the Project, that has been approved in accordance with Section 4.25 below and the City Code of Ordinances at the time the Final Plat is submitted.
- 2.8. Approved Final Plat – A Final Plat for a development within the Project that has been approved in accordance with Section 4.4.24.4 below and the City Code of Ordinances at the time the Final Plat is submitted.
- 2.9. Approved TIA – TIA within the Project that has been approved by the City ~~Engineer~~ Staff.
- 2.10. Approved Preliminary Plat – A Preliminary Plat for a development within the Project that has been approved in accordance with Section 4.4.14.3 below and the City Code of Ordinances at the time the Preliminary Plat is submitted.
- 2.11. Approved Sector Plan – A Sector Plan for a development within the Project that has been approved by the ~~Planning Director~~ City Staff in accordance with Section 4.3, including any amendment to an Approved Sector Plan 4.2 that has been approved.
- 2.12. Approved Sector Plan TIA – A Sector Plan TIA within the Project that has been approved in accordance with Section 6.2 by the City ~~Staff~~ Engineer.
- 2.13. BMP – ~~A~~ a Best Management Practice: a schedule of activities, prohibitions, practices, maintenance procedures, and other management practices to prevent or reduce the pollution of water in the state or other BMPs that may be allowed from time to time by the TCEQ or in amendments to Texas Administrative Code Volume 30, TCEQ Chapter 213 or the TCEQ technical guidance. BMPs are those measures that are reasonable and necessary to protect groundwater and surface water quality, as provided in technical guidance prepared by the executive director of the TCEQ or other BMPs described or allowed in the Development Standards.
- 2.14. Building Code – ~~T~~ the set of International Building Codes most recently adopted by the City and currently referenced in Chapter 14 of the City Code of Ordinances, as such codes may change from time to time.
- 2.15. Building Official – The Building Official, ~~or~~ Chief Building Official, or appropriate official, including or his/her designee, of the City under the City Code of Ordinances or established practice. The Building Official may be referred to herein as City Staff.
- 2.16. Building Permit – A Building Permit application submitted in accordance with Section 4.52 and the City Code of Ordinances as it exists on the date of the application.

- 2.17. Build-Out – The permanent completion of all sales and development activities relating to the Project by the Owner.
- 2.18. CC&Rs - Covenants, Conditions, and Restrictions or other deed restrictions imposed on any portion of the Property and recorded in the real property records of Comal County by the Owner and establishing one or more Homeowners' Associations.
- 2.19. Charter – The City Charter of the City.
- 2.20. City – The City of New Braunfels, a Texas Home Rule Municipal Corporation, located in Comal and Guadalupe Counties, Texas.
- 2.21. City Attorney – The City Attorney of the City.
- 2.22. City Code of Ordinances – The City of New Braunfels Code of Ordinances, as may be amended from time to time; and, with regard to Applications, as in effect at the time of each Application.
- 2.23. City Council – The elective body of the City, as such term is defined in Section 1.02 of the Charter.
- 2.24. City Departments – Those departments created by the City Council to perform certain functions. All departments are under the direction and supervision of the City Manager, except for the City Attorney's Office, which is under the direction and supervision of the City Attorney.
- 2.25. City Engineer – The designated City Engineer for the City under the City Code of Ordinances or established practice. The City Engineer may be referred to herein as City Staff.
- ~~2.20-2.26.~~ City Manager – The City Manager of the City.
- ~~2.21-2.27.~~ City Sector Plan Determinations – Determinations made by the ~~Planning Director~~ City Staff as to whether the Sector Plan meets the Conforming Standards.
- 2.28. ~~City Code of Ordinances – The City of New Braunfels Code of Ordinances, as may be amended from time to time; and, with regard to Applications, as in effect at the time of each Application.~~ City Staff – The appropriate City administrator, administrative officer, department head, or staff, including but not limited to the Building Official, City Engineer, Parks Director, or Planning Director, as designated by the City Code of Ordinances, delegated by the City Manager or City Attorney, or otherwise appropriate. If a City employee represents that he or she is the appropriate City Staff for a task or approval under this Agreement or the Development Standards, such representation is sufficient for the Owner or Applicant's reliance. The Owner and/or Applicant is not obligated to seek independent assurance of the delegation of authority from the City Manager or City Attorney.
- 2.29. Comprehensive Plan – The Comprehensive Plan adopted by the City Council, as amended from time to time.
- 2.30. Conditional Sector Plan Notice – A notice provided by City Staff for a Sector Plan that is submitted concurrently with a Sector Plan TIA which has not yet been approved as described in Section 4.3.1.

2.31. Conditionally Approved Sector Plan – A Sector Plan that meets the criteria for approval under Section 4.3.1(C)(3) and is approved by City Staff, while the Sector Plan TIA remains under review pursuant to the requirements of Section 6.2.

2.22-2.32. Conforming Standards – The collective requirement that a Sector Plan (i) conforms to the Master Framework Plan, (ii) identifies any Alternative Development Standards, and (iii) is consistent with all terms of Agreement.

2.23-2.33. Creation Statute – Chapter 8489, Texas Special District Local Laws, as amended.

2.34. Cure Period – A period of thirty (30) days after written notice to a Pparty from the other Pparty of the failure to perform or otherwise act in accordance with any term or provision of this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such Pparty shall have an additional period of time up to one hundred twenty (120) days so long as such Pparty commences performance or compliance within said thirty (30)-day period and diligently proceeds to complete such performance or fulfill such obligation within the additional one hundred twenty (120) day period.

2.35. Development Quartiles – A means to assess development progress using residential building permits issued to establish four quartiles of 1,500 building permits each as described in Section 4.2.1(A)(3); such quartiles are similarly used in the Parks Development Schedule and Conforming / Administrative Amendments.

2.36. Development Quartile Reporting – Period reporting to the City to capture revisions to planning documents as described in Section 4.2.1(A)(3).

2.24-2.37. Development Standards – The development standards applicable to the Property attached to this Agreement as **Exhibit D**, and any amendments or addendum to such **Exhibit D** that may be approved by the City Council pursuant to the terms of Section 3.2, provided that for purposes of any Approvals under an Approved Sector Plan, the term “Development Standards” shall be deemed to include any Alternative Development Standards approved by the City Council as part of an Approved Sector Plan.

2.25-2.38. District – The Comal County Water Improvement District Number 3, created by Chapter 8489, Texas Special Districts and Local Laws, as amended, or any district duly created by the division of such District.

2.26-2.39. Effective Date – The date on which this Agreement is recorded in the real property records of Comal County, Texas pursuant to the terms of Section 24.14.

2.27-2.40. End Users – An entity or individual that purchases a subdivided lot reflected on an Approved Final Plat.

2.28-2.41. ESD – Emergency Services District.

2.29-2.42. ETJ – The extraterritorial jurisdiction of the City, as determined by Chapter 42 of the Texas Local Government Code.

2.30-2.43. Event of Default – The failure of either Pparty to comply with the terms of this Agreement after the expiration of the Cure Period.

~~2.31.2.44.~~ External Access Point – A ROW connection at the boundary of the Project intended to facilitate vehicular access to the thoroughfare network external to the Project.

~~2.32.2.45.~~ Fees – The list of fees contemplated in Section 15, as they may be adjusted by the City from time to time.

~~2.33.2.46.~~ Final Plat – A Final Plat application submitted in accordance with Section 4.4.214 below and the City Code of Ordinances as it exists on the date of the application.

~~2.34.2.47.~~ Homeowners Association – An incorporated or unincorporated association, whether one or more, owned by or whose members consist primarily of the owners of the residential or commercial property covered by the dedicatory instrument and through which the owners, or the board of directors or similar governing body, manage or regulate the residential or commercial subdivision or similar planned development. This definition includes any Property Owner's Association.

~~2.35.2.48.~~ Initial Term – The period beginning on the Effective Date of the Initial Development Agreement and continuing until the fifteenth (15th) annual anniversary of that Effective Date.

~~2.36.2.49.~~ Issuing District – The District whose board of directors approves the issuance or sale of bonds by such District.

~~2.37.2.50.~~ LUE – A Living Unit Equivalent, being the standardized unit of measure for water and wastewater services as defined in Section 130-336 of Code of Ordinances.

~~2.51.~~ Major Amendment to an Approved Sector Plan – A proposed change to an Approved Sector Plan that is not a Minor Amendment to an Approved Sector Plan under Section 4.3.2(B).

~~2.52.~~ Major Amendment to the Master Framework Plan – A proposed change to the Master Framework Plan that is not a Minor Amendment to the Master Framework Plan under Section 4.2.1(A)(2).

~~2.38.2.53.~~ Master Framework Plan – The Master Framework Plan described in the Development Standards and in Section 4.23.11.1, attached as **Exhibit E**, as amended from time to time in accordance with the terms of Section 4.2.1(A)3. Amendments to Exhibit E are not amendments to this Agreement as described in Section 24.6.

~~2.39.2.54.~~ Minimum Development Standards – The minimum standards an Application is required to achieve in order to be approved by the City, as set forth in the Development Standards.

~~2.40.2.55.~~ Minor Amendment to an Approved Sector Plan – A proposed change to an Approved Sector Plan is considered minor if it meets all of the ~~following~~ criteria outlined in Section 4.3.2(A)(1), as determined by City Staff, ~~within the thirty (30) day review period, as determined by the Planning Director:~~

~~2.40.1. Criteria 1: Master Framework Plan. The change does not require a Major Amendment to the Master Framework Plan and is consistent with this Agreement;~~

~~2.40.2. Criteria 2: Land Area. The land/boundary area of the Approved Sector Plan does not change (grow or decrease) by more than ten percent (10%), excluding~~

~~the amount of Sector Plan acreage that is added as a Park that is open to the public;~~

~~2.40.3. Criteria 3: Residential Density. Dwelling unit density within the Approved Sector Plan does not increase by more than ten percent (10%), except if a change of more than ten percent (10%) is a result of:~~

~~2.40.4. ROW dedication or placement (public or private streets);~~

~~2.40.5. dedication of land for Parks that are open to the public; or~~

~~2.40.6. a Minor Amendment to the Master Framework Plan;~~

~~2.40.7. Criteria 4: Non-Residential Density. Density of non-residential land uses in the Approved Sector Plan does not change (increase or decrease) by more than ten percent (10%);~~

~~2.40.8. Criteria 5: Realignment of Minor Roadways. The change does not require modifications to the Minor Roadways shown on the Approved Sector Plan in a manner that moves any such street by more than one hundred fifty feet (150') or in a manner that causes the density of any block to increase by more than ten percent (10%);~~

~~2.40.9. Criteria 6: Traffic. The AM peak hour site trips, the PM peak hour site trips, or daily trips in the Approved Sector Plan do not increase by more than ten (10%); and~~

~~2.55.1. Criteria 7: No Other Substantial Changes. The change does not propose any change to any criteria in the Approved Sector Plan not specifically covered by the terms of Sections 2.47.1-2.47.6 above. A Minor Amendment to an Approved Sector Plan should include all amended plats, along with a list of all Minor Amendments. A Minor Amendment to an Approved Sector Plan does not require a TIA; however, the City Staff may request a TIA Worksheet.~~

2.41.2.56. Minor Amendment to the Master Framework Plan – A proposed change to the Master Framework Plan is considered minor if it meets all of the ~~following~~ criteria outlined in Section 4.2.1(A)(1), as determined by City Staff within the thirty (30) day review period., as determined by the Planning Director:

~~2.41.1. Criteria 1: Land Use. A change in the amount of acreage dedicated to a specific land use by not more than ten percent (10%);~~

~~2.41.2. Criteria 2: Residential Density. The proposed change results in a total of 6,000 or fewer dwelling units within the Project;~~

~~2.41.3. Criteria 3: External Access Points. If the proposed change requires moving External Access Points, it does so in a manner that meets state and City access management plans (as reflected in Chapters 114 and 118 of the City Code of Ordinances and TxDOT's access management policy, as each may be amended from time to time) and does not cause an amendment to the Regional Transportation Plan (as reflected in the Comprehensive Plan);~~

~~2.41.4. Criteria 4: Realignment of Major Roadways. If the proposed change realigns a roadway designated on the Master Framework Plan, it does so within the allowable five hundred foot (500') buffer for such as depicted on the Master Framework Plan;~~

~~2.41.5. Criteria 5: Traffic. The proposed change does not result in an increase of more than ten percent (10%) in the total number of peak hour trips or daily trips attributed to the Project under the TIA, using the same methodology for calculating peak hour trips and daily trips as recommended by the then-current ITE Manual and utilized in the TIA;~~

~~2.41.6. Criteria 6: Total Park Acreage. The proposed change does not result in a reduction of the combined total acreage of all parks that are open to the public to below three hundred (300) acres;~~

~~2.42.2.57. Criteria 7: No Other Substantial Change. The change does not propose any change to any criteria in the Master Framework Plan not specifically covered by the terms of Sections 2.48.1-2.48.6 above. Minor Roadway. has the meaning stated in the Development Standards. A roadway that is minor arterial roadway or a minor collector but does not include local streets.~~

2.43.2.58. NBU – New Braunfels Utilities.

2.44.2.59. Owner – Southstar at Mayfair, LLC, a Texas limited liability company, its successors or assigns.

2.45.2.60. Park(s) – ~~a~~ Community Park, Greenbelt/Conservation Parks/Trails, Natural/Conservation Area, Neighborhood Park, Regional Park, Pocket Park, Trail Heads, or a Recreation Center as described below. For further description of each type of Park, please see the Development Standards (Exhibit D attached hereto).

2.45.1.2.60.1. Community Park – ~~a~~ Park intended to be accessible to multiple neighborhoods and focusing on meeting community-based recreational needs. Community parks are generally larger in scale than Neighborhood Parks or Pocket Parks, but smaller than Regional Parks and are designed typically for residents within a three (3)-mile radius, co-located with a school, where possible. Additional details on Park Classification and Park Design Principles for Community Parks are set forth in the Development Standards.

2.45.2.2.60.2. Greenbelt/Conservation Parks/Trails – Park land that connects people and places, including paved or unpaved trails, and is aligned with the City's Hike and Bike Trail Plan. These Parks typically connect to Natural/Conservation Areas, and other Parks as defined herein. Greenbelt/Conservation Parks/Trails include paved or unpaved trails for walking, biking, running, and equestrian activities. Additional details on Park Classification and Park Design Principles for Greenbelt/Conservation Parks/Trails are set forth in the Development.

2.45.3.2.60.3. Natural/Conservation Area – Park land that consists of floodplain, natural drainage and stormwater runoff capture infrastructure that also provides features for the community. These Parks are typically larger than

twenty (20) acres and serve multiple communities. Natural/Conservation Areas can include natural features such as reestablished forest or grass/prairie lands, ponds, and creekways. Recreational features typically include pavilions, tables, campsites, trails (paved and unpaved), dog parks, pump tracks or other acceptable features in floodplains. Natural/Conservation Areas may include Natural Areas/Easements.

2.45.4.2.60.4. Neighborhood Park – Serves the recreational and social focus of adjoining neighborhoods and contributes to a distinct neighborhood identity. Neighborhood Parks should be three (3) to ten (10) acres with a service radius of up to one mile. Such Parks may be owned and maintained by one or more Homeowners Associations.

2.45.5.2.60.5. Pocket Park – A small outdoor space, usually less than a quarter (0.25) of an acre up to three (3) acres, most often located in urban areas surrounded by commercial buildings or mixed land uses. The service area for a pocket park is usually less than a quarter of a mile and is intended for ~~uses~~use within close walking distance of the park. Such Parks may be owned and maintained by one or more Homeowners Associations. Additional ~~detail~~details on Park Classification and Park Design Principles for Pocket Parks are set forth in the Development Standards.

2.45.6.2.60.6. Regional Park – Serves a large area of several communities, residents within a city or county or across multiple counties. Typical size for a Regional Park is seventy-five (75) to one thousand (1,000) acres. Regional parks focus on activities and natural features not included in most types of parks and often based on specific scenic or recreation opportunity. Service area is three ~~(3)~~ miles or greater.

2.45.7.2.60.7. Trail Heads – Facilities providing shade, seating, restrooms, trash/recycling receptacles, drinking fountains, and parking as set forth in the Development Standards.

2.45.8.2.60.8. Recreation Center – Private facilities, such as clubhouses, gyms, swimming pools, tennis courts, etc., which are intended to function as private parks under the Development Standards.

2.46.2.61. Park Development Fees – Refers to park development fees stated in the City Code of Ordinances.

2.47.2.62. Parks and Recreation Department – ~~¶~~The Parks and Recreation Department of the City as described in the City Code of Ordinances or established practice. The Parks and Recreation Department may be referred to herein as City Staff.

2.48.2.63. Parks and Recreation Strategic Master Plan – ~~¶~~The City's 2017 Parks and Recreation Strategic Master Plan as may be amended or renamed from time to time.

2.49.2.64. Parks Director – The Parks Director of the City as described by the City Code of Ordinances or established practice. The Parks Director may be referred to herein as City Staff.

- ~~2.50-2.65.~~ Party/Parties – ~~Separately, either the City or the Owner, Together,~~ the City and the Owner.
- ~~2.66.~~ Periodic Conforming Updates – the process to ensure conforming standards across the Master Framework Plan, Sector Plans, and Plats as described in Section 4 of this Agreement.
- ~~2.51-2.67.~~ Planning Level TIA – The Planning Level TIA referenced in Section 6 of the Agreement.
- ~~2.52-2.68.~~ Planning Commission – The Planning Commission of the City, as provided for in Section 10.01 of the Charter.
- ~~2.53-2.69.~~ Planning and Development Services Department – The Neighborhood and Community Planning Department, Planning and Development Services Department, of the City or any successor department of the City as described in the City Code of Ordinances or established practice; such department may be referred to herein as City Staff.
- ~~2.54-2.70.~~ Planning Director – The Planning and Development Services Director of the Planning and Development Services Department as described in the City Code of Ordinances or established practice, or his/her designee for the City. The Planning Director may designate any team member at his/her discretion to make determinations as noted in this Agreement for purposes of expediency. The Planning Director is referred to herein as City Staff.
- ~~2.55-2.71.~~ Preliminary Plat – A Preliminary Plat application submitted in accordance with the City Code of Ordinances as it exists on the date of the application.
- ~~2.56-2.72.~~ Private Park – ~~P~~park land that developed as part of the Project, but not generally open to the public, including Pocket Parks and Recreation Centers.
- ~~2.57-2.73.~~ Project – The master-planned, mixed-use development with commercial and residential uses to be developed by the Owner on the Property as contemplated by this Agreement.
- ~~2.58-2.74.~~ Property – Approximately 1,888 acres of real property in Comal County, Texas, more particularly described in **Exhibit B**, which is located in the ETJ, and all of which can be included within the District as contemplated herein.
- ~~2.75.~~ Public Park – ~~a~~A Neighborhood Park, Community Park, Greenbelts/Conservation Parks/Trails, Natural/Conservation Area, or Regional Park, as provided for in this Agreement.
- ~~2.76.~~ Public Facility – A facility to be owned by a governmental entity and provide a public purpose, including, but not limited to utilities, fire stations, police substations, and public easements. A Public Facility is allowed in any land use.
- ~~2.59-2.77.~~ Recreation Center – a private recreation facility developed in accordance with this Agreement for use by the Project’s residents.
- ~~2.60-2.78.~~ Renewal Term – The period beginning upon the expiration of the Initial Term and continuing for so long as this Agreement remains in effect under Section 191918.
- ~~2.61-2.79.~~ Regional Transportation Plan – The Regional Transportation Plan as adopted by the City on March 12, 2012, and as amended or renamed from time to time.

~~2.62.2.80.~~ ROW – The right-of-way for roadways, as determined by the City ~~Staff~~ Engineer.

~~2.63.2.81.~~ Section – A numbered or lettered section of this Agreement, as well as all subsections of said Section.

~~2.64.2.82.~~ Sector – The land area subject to a Sector Plan.

~~2.65.2.83.~~ Sector Plan – A Sector Plan application submitted in accordance with the Development Standards and Section 4.3+2 below. The minimum size of a Sector Plan must be at least one hundred (100) acres.

~~2.66.2.84.~~ Sector Plan Completeness Notice – The notice from the ~~Planning Director~~ City Staff required by Section 4.3 as to the ~~Planning Director~~ City Staff's decision as to completeness of a proposed Sector Plan.

~~2.67.2.85.~~ Sector Plan TIA – Any Sector Plan TIA submitted in accordance with Section 6 of the Agreement.

~~2.68.2.86.~~ Strategic Partnership Agreement – The Strategic Partnership Agreement that ~~was~~ will be entered into by and between the City and the District on September 3, 2025, in the form attached as **Exhibit G**, as may be amended from time to time.

~~2.69.2.87.~~ TCEQ – The Texas Commission on Environmental Quality, or any successor agency.

~~2.70.2.88.~~ Term – The period including the Initial Term and the Renewal Term, if any.

~~2.71.2.89.~~ TIA – Any TIA submitted pursuant to Section 6 of the Agreement.

~~2.72.2.90.~~ TIA Worksheet – The TIA Worksheet to be submitted in accordance with Section 6.3 below by the Applicant with each Final Plat and Building Permit detailing the total peak hour trips and daily trips to be generated by the land uses reflected on the Final Plat or Building Permit, and showing the cumulative peak hour trips and daily trips generated to date by all Approved Final Plats and Building Permits from the same Sector Plan and all other Final Plats and Building Permits from the same Sector Plan that have been submitted but have not been finally approved or disapproved by the ~~City Staff~~ Planning Director, City Engineer, Planning Commission, or the City Council, as required.

~~2.73.2.91.~~ TxDOT – The Texas Department of Transportation, or any successor organization.

~~2.74.2.92.~~ Utility Agreement – The Utility Construction Cost Sharing Agreement ~~required to be~~ entered into by and between NBU and, the Owner, ~~and the City (limited joinder for purposes of Section 8489.004(a)(2) of the Creation Statute), as may be~~ as amended from time to time.

3. **THE PROJECT.** The Owner plans to develop the Project and, in conjunction therewith, the Owner or other Applicant developing within the Project shall obtain the Approvals for the Project in accordance with this Agreement.

- 3.1. Land Uses. The designated land uses within the Property may include any or all allowed land uses, provided that any land use requiring a special use permit under the Development Standards must obtain such a permit before establishing such a use.

3.2. Development Standards. The only standards applicable to the Property and governing the ~~a~~Approval of Applications for ~~the Property developments within the Project~~ under this Agreement are the Development Standards and the City Code of Ordinances.

3.2.1. In the event of a conflict between the City Code of Ordinances and the Development Standards, the Development Standards shall control.

3.2.2. ~~The Development Standards may be amended by Owner and City Staff or City Council as applicable.~~

3.3. Maximum Number of Dwelling Units. Subject to the Owner's compliance with this Agreement, the City approves a maximum number of 6,000 residential units on the Property.

3.4. Vesting of Rights. The City and the Owner acknowledge that the Owner has vested authority to develop the Project only in accordance with this Agreement. For purposes of determining such vested authority, the City and the Owner agree that (a) the terms of this Section 3.4 and the other terms of this Agreement shall fully govern and determine all aspects of the Owner's vested rights and (b) without limiting the generality of the foregoing, the Owner (i) hereby waives any and all right pursuant to Section 212.172(g) and Section 245.002(b) of the Texas Local Government Code that are not consistent with the terms of this Section 3.4 and (ii) acknowledges and agrees that such waiver and the terms of this Section 3.4 are material to the City in entering into this Agreement.

3.5. Enforcement Jurisdiction of the City. Notwithstanding any language in this Agreement to the contrary, the Owner and the City agree that the City is authorized to enforce the Code Chapter 14 (Buildings and Building Regulations); Article I (Building Standards Commission) of Chapter 50 (Environment); Chapter 62 (Health and Sanitation); Division I (Substandard Structures) of Article II (Nuisance Abatement) of Chapter 50 (Environment); and Division III (Abandoned Property) of Article II (Nuisance Abatement) of Chapter 50 (Environment) in their entirety, as each may be amended or reorganized from time to time, provided any such amendments (a) are effective Citywide or to all or all similarly situated land in the City as of the Effective Date, (b) do not conflict with this Agreement, (c) do not affect landscaping, tree preservation, open space or park dedication, lot size, lot dimensions, lot coverage, building size, impervious cover, setbacks, or purport to reduce the total developable area of the Property, and (d) do not affect or alter the stormwater drainage or stormwater managements requirements set forth in this Agreement. This list of specific ordinances in this Section 3.5 may be amended in the future upon mutual agreement of the Parties reflected in a written amendment to this Agreement.

4. DEVELOPMENT APPROVAL PROCESS.

4.1. General Framework for Development Approval Process. All development in the Project must comply with the Development Standards which outlines following a multi-step approval process, including Master Framework Plan, Sector Plan, Preliminary Plat (if any) and Final Plat, and Building Permit.

4.2. Master Framework Plan. The first step in the approval process is approval of the Master Framework Plan by the City Council. The Master Framework Plan dated as of the date

of this Agreement is attached hereto as **Exhibit E** to this Agreement and is approved contemporaneously with this Agreement.

4.2.1. Updates to the Master Framework Plan. The Master Framework Plan may be amended from time to time in accordance with the Development Standards with Major Amendments to the Master Framework Plan and Minor Amendments to the Master Framework Plan. Additionally, the Master Framework Plan shall be updated periodically to conform to Approved Sector Plans.

(A) Amendments to the Master Framework Plan. Amendments to the Master Framework Plan shall be submitted to the City Council for approval, unless such change meets the criteria for a Minor Amendment to the Master Framework Plan as described below.

(1) Minor Amendment to the Master Framework Plan.

(a) A proposed change to the Master Framework Plan is considered minor if it meets all of the following criteria as determined by City Staff:

(1) Criteria 1: Land Use. No change in land use greater than ten percent (10%) across the Master Framework Plan;

(2) Criteria 2: Residential Density. The proposed change results in a total of 6,000 or fewer dwelling units within the Project;

(3) Criteria 3: External Access Points. If the proposed change requires moving External Access Points, it does so in a manner that meets state and City access management plans (as reflected in Chapters 114 and 118 of the City Code of Ordinances and TxDOT's access management policy, as each may be amended from time to time) and does not cause an amendment to the Regional Transportation Plan (as reflected in the Comprehensive Plan);

(4) Criteria 4: Realignment of Major Roadways. If the proposed change realigns a roadway designated on the Master Framework Plan, it does so within the allowable five-hundred-foot (500') buffer for such as depicted on the Master Framework Plan;

(5) Criteria 5: Traffic. The proposed change does not result in an increase of more than ten percent (10%) in the total number of peak hour trips or daily trips attributed to the Project under the

applicable Sector TIA, using the same methodology for calculating peak hour trips and daily trips as recommended by the then current ITE Manual and utilized in the applicable Sector TIA;

(6) Criteria 6: Total Park Acreage. The proposed change does not result in a reduction of the combined total acreage of all parks that are open to the public to below three hundred (300) acres;

(7) Criteria 7: No Other Substantial Change. The change does not propose any change to any criteria in a Master Framework Plan not specifically covered by the terms of Section 4.2.1(A)(1).

(b) Periodic Conforming Updates. Any Minor Amendment to the Master Framework Plan shall be reflected in an updated Master Framework Plan and submitted to City Staff as part of the Development Quartile Reporting (described below), containing the information set forth in the original Master Framework Plan and including, as applicable, any Approved Final Plats and amended Approved Sector Plans. The City may request an updated Master Framework Plan be submitted at any time, but no more than once per calendar year, between quartiles, if deemed necessary by City Staff.

(c) No Traffic Impact Analysis. Minor Amendments to the Master Framework plan do not require a TIA.

(2) Major Amendment to the Master Framework Plan.

(a) Any Major Amendment to the Master Framework Plan shall include a summary of the proposed changes, including the City Departments affected for specific departmental review.

(b) All Major Amendments to the Master Framework Plan must be submitted in conformance with the Development Standards and approved by City Council.

(c) Periodic Conforming Updates to the Master Framework Plan; Development Quartiles. The Master Framework Plan shall be updated and submitted to City Staff to reflect the applicable revised and amended plats and Sector Plans each “Development Quartile”. The City may request an updated Master Framework Plan be submitted at any time, but no more than once per calendar year, between quartiles, if deemed necessary by City Staff.

(d) A Development Quartile is measured by residential building permits in the Project, to wit:

(1) –Quartile 1: Upon the issuance of building permits for 1,500 units, for a total of 1,500 permitted units;

(2) Quartile 2: Upon the issuance of building permits for an additional 1,500 units, for a total of 3,000 permitted units; and

(3) Quartile 3: Upon the issuance of building permits for an additional 1,500 units, for a total of 4,500 permitted units; and

(4) Quartile 4: Upon the issuance of an additional 1,500 units, for a total of 6,000 permitted units.

4.2.4.3. Sector Plan. The second step in the approval process is approval of a Sector Plan in accordance with the Development Standards. Each Sector Plan must conform to the Master Framework Plan, the Development Standards, -and this Agreement, ~~and must be approved by the Planning Director. A Sector Plan shall be submitted to the Planning and Development Services Department.~~

4.3.1. Sector Plan Submissions. Sector Plans should be submitted in accordance with requirements of the Development Standards.

(A) ~~Completeness.~~ The ~~Planning Director~~ City Staff shall determine within thirty (30) days if the application is complete and will notify the Applicant in writing of its decision with regard to completeness of the Sector Plan (the “**Sector Plan Completeness Notice**”).

(1) The Sector Plan shall be deemed complete if the ~~Planning Director~~ City Staff fails to notify the Applicant of its decision within such thirty (30)-day period.

(2) If a submitted Sector Plan is deemed incomplete by the ~~Planning Director~~ City Staff, the Applicant shall have thirty (30) days from receipt of the Sector Plan Completeness Notice to submit a supplement(s) to complete the application.

(3) The ~~Planning Director~~ City Staff shall have five (5) business days from receipt of the supplement to notify the Applicant in writing of its decision with regard to completeness of the supplemented Sector Plan; or, if no notice is provided within the five (5) day period, the supplemented Sector Plans shall be deemed complete.

~~(A)~~ (B) Administrative Approval of Sector Plan That Meets Conforming Standards.:

(1) Within thirty (30) days after issuance of the Sector Plan Completeness Notice, the ~~Planning Director~~ City Staff shall determine if the Sector Plan (i) conforms to the Master Framework Plan, (ii) identifies ~~contains~~ any Alternative

Development Standards; and (iii) is consistent with all the terms of this Agreement and the Development Standards (the “Conforming Standards”).

(2) If the ~~Planning Director~~ City Staff determines that a Sector Plan meets the Conforming Standards and the Sector Plan TIA has been approved, the ~~Planning Director~~ City Staff shall approve the Sector Plan.

(3) A Sector Plan that is complete under Section 4.3.1(A) above and that otherwise meets Conforming Standards may be (i) reviewed concurrently with the Sector Plan TIA and (ii) conditionally approved while the Sector Plan TIA remains under review. A Conditionally Approved Sector Plan is not subject to the deadlines of Section 4.3.1(D) below, until after the Sector Plan TIA is approved.

(a) Within thirty (30) days of a Sector Plan being submitted concurrently with a Sector Plan TIA, the City Staff shall issue a Conditional Sector Plan Notice as to the completeness of the proposed Sector Plan.

~~(B)(C)~~ Discretionary Approval of Sector Plan That Does Not Meet Conforming Standards:

(1) If the ~~Planning Director~~ City Staff determines that the submitted Sector Plan does not meet the Conforming Standards, then the Sector Plan shall be processed in accordance with this Section 4.3.1+2(C).

(2) Within thirty (30) days after issuance of the Sector Plan Completeness Notice, the ~~Planning Director~~ City Staff shall deliver written notice to the Applicant specifying each item that does not meet the Conforming Standards. If the Applicant wishes to proceed with the Sector Plan despite this determination, then the Applicant shall notify the ~~Planning Director~~ City Staff in writing within sixty (60) days of the notice of nonconformance sent by the ~~Planning Director~~ City Staff to the Applicant specified above (the “Applicant’s Notice of Amendment”).

(3) If the Applicant timely notifies the ~~Planning Director~~ City Staff of its desire to proceed with the Sector Plan as contemplated in Section 4.3.1(C)(2)4.1.2(C)(1) above, the Sector Plan shall not be further reviewed by the ~~Planning Director~~ City Staff unless and until (i) a Minor Amendment to the Master Framework Plan or a Major Amendment to the Master Framework Plan, as applicable, is submitted pursuant to Section 4.3.2.1(A)4.3 above/below, or (ii) a proposed amendment to this Agreement is submitted, in such a manner that all such issues raised by the ~~Planning Director~~ City Staff are addressed to the reasonable satisfaction of the ~~Planning Director~~ City Staff. If Applicant fails to submit the necessary amendment(s)

described above within sixty (60) days from the delivery of the Applicant's Notice of Amendment, the proposed Sector Plan shall be considered null and void and a new Sector Plan submittal shall be required.

- (4) If the Applicant satisfies all of the matters described in the ~~Planning Director City Staff~~'s notice described in Section ~~4.3(C)(2)4.1.2(C)(1)~~ above, the ~~Planning Director City Staff~~ will consider: (i) whether the Sector Plan conforms to the Master Framework Plan or whether an acceptable Minor Amendment to the Master Framework or a Major Amendment to the Master Framework Plan has been submitted, (ii) whether any proposed Alternative Development Standards are acceptable, and (iii) whether the Sector Plan is consistent with all terms of the Agreement or an acceptable amendment to this Agreement has been submitted; and make a City Sector Plan Determination.

~~(C)(D)~~ Failure to Provide Timely Notice. If the ~~Planning Director City Staff~~ does not deliver the written notice described in ~~4.31.12(C)(2)~~ within the thirty (30) day period provided for, then the Applicant must notify the ~~Planning Director City Staff~~ in writing of its failure to do so and the ~~Planning Director City Staff~~ shall have an additional fifteen (15) days in order to respond in the manner described above. If the ~~Planning Director City Staff~~ does not respond within the additional fifteen (15) day period, then it shall be deemed that the ~~Planning Director City Staff~~ has determined that the Sector Plan meets the Conforming Standards.

(E) Sector Plans Incorporating Alternative Development Standards. If the Sector Plan incorporates any Alternative Development Standards, the acceptability of such Alternative Development Standards as proposed by the Applicant shall be a decision for the ~~Planning Director City Staff~~. If the ~~Planning Director City Staff~~ approves any Alternative Development Standards as part of an Approved Sector Plan, for all purposes hereunder, those approved Alternative Development Standards shall be considered to be Development Standards for all further Approvals for that Approved Sector Plan. Any Alternative Development Standards approved in connection with an Approved Sector Plan shall be applicable to that Sector Plan ~~only, and only and~~ shall not be applicable to any other Sector Plan unless specifically so indicated by the ~~Planning Director City Staff~~.

(F) Rejected Sector Plans. The Applicant shall have the right to submit a new Sector Plan covering all or part of the Property covered by a rejected Sector Plan, and such new Sector Plan, at Applicant's request, ~~be~~ shall be reviewed by the City Council for approval. If a Sector Plan is rejected by City Council, no Sector Plan shall be submitted which is substantially the same as the rejected Sector Plan, as determined by the ~~Planning Director City Staff~~, within twelve (12) months of such rejection.

(G) Expired Approved Sector Plans. An Approved Sector Plan shall expire and be of no further effect if the Owner or any Applicant does not record

a Final Plat in the real property records of Comal County within five (5) years of the date of -approval of the Approved Sector Plan.

4.3.2. Amendments to Approved Sector Plans. Proposed amendments to an Approved Sector Plan shall be in accordance with the Development Standards and submitted to the City Staff.

A. Minor Amendment to a Sector Plan.

(1) Criteria. A proposed change to an Approved Sector Plan is considered minor if it meets all of the following criteria as determined by the City Staff:

(a) Criteria 1: Master Framework Plan. The change does not require a Major Amendment to the Master Framework Plan and is consistent with this Agreement;

Criteria 2: Land Use. The land use category of the Approved Sector Plan does not change (grow or decrease) by more than 10%;
Criteria 6: Traffic. The AM peak hour site trips, the PM peak hour site trips, or daily trips in the Approved Sector Plan do not increase by more than ten percent (10%); and

(g) Criteria 7: No Other Substantial Changes. The change does not propose any change to any criteria in the Approved Sector Plan not specifically covered by the terms of Section 4.3.2(A)(1).

(2) Updated Sector Plan. Any Minor Amendment to an Approved Sector Plan shall be reflected in an updated Sector Plan, containing all the information set forth in the original Sector Plan as provided for in the Development Standards, except that a TIA Worksheet shall suffice instead of a TIA.

(3) Specific Conditions. Without limiting the generality of this Section 4.3 or the provisions of the definitions in Section 2, any change to a specific condition placed on the development within a Sector Plan at the time of approval of such Sector Plan shall not be considered a Minor Amendment to such Approved Sector Plan.

A.B. Major Amendment to a Sector Plan. Any Major Amendment to a Sector Plan shall include a summary of the proposed changes, including the City Departments affected for specific departmental review.

(1) Sector Plan Site Adjustment. A site adjustment to a Sector Plan in the form of a replat does not require a new Sector Plan TIA or Sector Plan amendment; provided such site adjustment conforms with the Approved Sector Plan and is approved by the City Staff.

- (2) Periodic Conforming Updates to the Master Framework Plan. As described above, the Master Framework Plan shall be updated to reflect all applicable revised and amended Sector Plans in each Development Quartile Reporting.

4.4 Plats. The third step in the approval process is approval of plats.

4.4.1 Preliminary Plat. An Applicant may, following an approval of a Sector Plan, and before submitting a Final Plat, file a Preliminary Plat. The process for submittal, review and approval of a Preliminary Plat shall be the same as the process provided in the Development Standards and the City Code of Ordinances at the time of the City's receipt of the Preliminary Plat. Filing of a Preliminary Plat is optional, not required.

4.4.2 Final Plat. Unless the Applicant elects to file a Preliminary Plat, the third step in the approval process is approval of a Final Plat. Except as otherwise approved by the City Council, each Final Plat shall be submitted in accordance with the Development Standards and must conform to the Master Framework Plan, the applicable Approved Sector Plan containing the portion of the Property covered by the Final Plat, and all other terms of this Agreement.

A. Rejected Final Plat. The Applicant shall have the right to appeal any Final Plat that is rejected by City Staff to the City Council, but only to the extent of the decision of the City Staff that the Final Plat does not conform to the Sector Plan. In such event, the City Council shall consider whether the Final Plat conforms to the Sector Plan; provided, however, the decision of the City Staff shall be final with respect to whether the Final Plat conforms to the Code of Ordinances. Additionally, the Applicant shall have the right to submit a new Final Plat covering all or part of the Property covered by a rejected Final Plat, and such new Final Plat shall be processed in accordance with the terms of this Section 4.4; provided, however, no Final Plat shall be submitted in the same form as the rejected Final Plat, as determined by the City Staff, within twelve (12) months of such rejection.

B. Waiver. Any waiver in a Preliminary Plat, Final Plat, or Building Permit from the Development Standards or Approved Sector Plans shall be submitted to City Staff for approval using the process and procedures generally found in the plat waiver provision of the City Code of Ordinances, § 118-11, or as may be reorganized from time to time. A waiver may be granted where City Staff finds that undue hardships will result from strict compliance with certain provision(s) of the Development Standards or Approved Sector Plan, or where the purposes of the Approved Sector Plan or Development Standards may be served to a greater extent by an alternative proposal. The findings required by Sections 118-11(a)(1)-(a)(2) shall also be met, and waivers may be approved, disapproved, or approved with conditions.

4.4.3 Additional Platting Processes. The City Code of Ordinances applies to vacating plats, replatting, amending plats, minor plats, development plats, guarantees of performance, inspecting and accepting public improvements, licensing, deferral or required improvements, recordation, and issuance of certificates of occupancy.

~~**B.** Amendments to Approved Final Plats.~~ Any amendments to a Final Plat shall be submitted to the Planning Commission for approval unless the change meets the criteria for a Minor Amendment to an Approved Final Plat, in which case the change shall be considered and approved by the Planning Director as provided for in the City Code of Ordinances.

4.4.4 Sector Plan Amendment and Periodic Conforming Update to the Master Framework Plan. If a Final Plat does not conform to the applicable Sector Plan and no waiver is granted, the Sector Plan may be revised or amended as described above. If applicable, the Master Framework Plan shall be updated to reflect Approved Final Plats each Development Quartile.

4.5 Building Permits. The final step in the approval process is the issuance of a Building Permit. Each Building Permit must conform to ~~an Approved Sector Plan,~~ an Approved Final Plat, and all other terms of this Agreement, including, without limitation, the terms of the Building Code. The process for submittal, review, and approval of a Building Permit for non-residential and multifamily uses shall be the same process provided in Development Standards and the City Code of Ordinances at the time of receipt of the Building Permit application by the City Staff. Building Permits for Public Facilities may be submitted in advance of a Final Plat.

4.5.1 Amendments to Building Permits. In all instances, the process for approval or rejection of a proposed amendment to an Approved Building Permit shall be consistent with the process for consideration of amendments to building permits in the planning jurisdiction of the City at the time of the proposed amendment.

4.6 Approval Process Additional Items.

4.6.1 Alternative Development Standards. An Applicant may elect to submit an Application using Alternative Development Standards. If the City Staff or City Council, as applicable, does not recommend approval of any Alternative Development Standard, the Applicant may revert to the Minimum Development Standard and the Application will then be measured solely on the grounds of whether it satisfies the applicable Minimum Development Standard.

4.5.24.6.2 Determination of Minor or Major Amendment. ~~Whenever in this Agreement there is a reference to a percentage change or other type of change that is determinative as to whether a proposed amendment to a document is a Major Amendment or Minor Amendment, the comparison shall be to the most recently approved version of the document, provided that if an amendment is proposed that, if considered cumulatively with prior minor amendments previously approved within the prior six (6) months, would have constituted a Major Amendment as compared to the first approved version of the document, then the Planning Director may, in its reasonable discretion, determine that the proposed amendment constitutes a Major Amendment. For purpose of clarity,~~

~~it is agreed that if~~ the ~~Planning Director City Staff~~ determines that a series of Minor Amendments was prepared solely for the purpose of avoiding Major Amendment review and that cumulatively the series of Minor Amendments cause a change to the original version of the applicable document that would have constituted a Major Amendment, then the ~~Planning Director City Staff~~ may declare that the proposed Minor Amendment is, in fact, a Major Amendment. However, if the ~~Planning Director City Staff~~ determines that the Minor Amendments were not coordinated and each represents a unique Minor Amendment consistent with the spirit of this Agreement, then the ~~Planning Director City Staff~~ may conclude each is a Minor Amendment.

4.5.34.6.3 Incorporation of Exhibits. The Parties agree that wherever in this Section 4 there is any reference to compliance with this Agreement, such reference shall mean all terms of this Agreement, including, without limitation, all exhibits attached hereto, the Development Standards, and the applicable portion of the Code of Ordinances.

4.5.44.6.4 Recording/Filing Fees. The Applicant shall be responsible for paying recording fees and other administrative fees at the time of recording for any plan, document or plat, and any amendment to any of the foregoing, and any easements, option agreements, or other documents contemplated herein or reasonably requested by the City Staff in connection with this Agreement.

4.5.54.6.5 Form of Application, Building Permit, or other permits. The Applicant shall utilize any then-current City form in making an Application of any kind, unless this Agreement specifically provides differently.

5. **STORMWATER MANAGEMENT.** The Owner shall be fully obligated to comply with all requirements in the City Code of Ordinances and Development Standards relating to stormwater, including without limitation, the detention and treatment of same and riparian buffer protection. Additionally, the Owner acknowledges and agrees the Owner must at all times comply with all applicable federal or state laws regarding the Property, or development thereon, including without limitation any federal or state laws regarding flood plains, stormwater drainage, management detention, or water quality, and nothing herein shall be interpreted as either (i) removing or minimizing such obligation on behalf of the Owner or (ii) requiring the City Staff to determine what the Owner's obligations are in that regard. There shall be no Event of Default arising from a breach of this Section 5 or in relation to an alleged breach of state or federal laws until and unless the relevant governmental authority enforcing such state or federal laws notifies Owner that Owner is in violation of such law and Owner fails to cure or initiate a cure for such violation within the cure period allowed by such governmental authority or, if none is specified, within thirty (30) days of Owner's receipt of such notice of violation; provided, however, the limitation in this sentence shall not be applicable if the action or inaction causing the failure to comply with federal or state laws otherwise causes an Event of Default under the terms this Agreement.

6. **TRAFFIC AND ROADWAY IMPACTS.** The terms of this Section 6 shall supplement any provisions of the City Code of Ordinances relating to traffic improvements, traffic mitigation, and traffic impact fees.

6.1. Approval of Planning Level TIA. The Planning Level TIA ~~shall be submitted with and approved with the Master Framework Plan was approved with the initial Development Agreement.~~

6.2. Sector Plan TIA. With each Sector Plan, the Owner or Applicant shall submit a Sector Plan TIA in the form specified by the City ~~Staff~~**Engineer**.

6.2.1. Each Sector Plan TIA shall follow the requirements of the Development Standards and must be approved by the City ~~Staff~~**Engineer**.

6.2.2. Subsequent submittals of each Preliminary Plat may and subsequent submittals of each; Final Plat and Building Permit within the Sector Plan shall include a running summary of land use, size, AM and PM peak hour traffic, and daily traffic generated by all approved Preliminary Plats, Final Plats and Building Permits within the Sector. The summary shall be in the form of the TIA Worksheet-a form acceptable to the City Engineer.

~~6.1.4.6.2.3.~~ A Sector Plan TIA that is submitted concurrently with a Sector Plan, may be reviewed with the proposed Sector Plan in accordance with Section 4.3.1(B)(3) above.

~~6.2.6.3.~~ TIA Worksheet/TIA. Following Sector Plan Approval, with each ~~Preliminary Plat~~, Final Plat, and Building Permit, if applicable, submitted for any portion of that Sector, the Owner or Applicant shall submit a TIA Worksheet ~~in~~ the form specified in the Development Standards. In the event that any TIA Worksheet ~~is, in the opinion of City Staff, materially is~~ inconsistent with the applicable Approved Sector Plan TIA, or there is a change in the public street network, or there is a land use that requires additional analysis, the City ~~Engineer~~**Staff** may require a TIA and an updated comparison between the Preliminary Plat, Final Plat, Sector Plan, and developments approved/constructed to date. A TIA Worksheet will be considered materially inconsistent if changes have occurred that show activity that generates an increase of ten percent (10%) or more of peak hour trips. Each TIA must be approved by the City ~~Engineer~~**Staff**.

~~6.3.6.4.~~ Traffic Mitigation. The Owner or Applicant shall be responsible for all dedications of land and transportation improvements, whether on-site or off-site, described in each Approved Sector Plan TIA and, if applicable, each Approved TIA.

~~6.4.6.5.~~ Regional Transportation Plan. The City agrees to amend the Regional Transportation Plan so that it is consistent with the Master Framework Plan and, to the extent that the City agrees to any amendments to the Master Framework Plan pursuant to the processes established herein, then the City shall thereafter further amend the Regional Transportation Plan so that it is consistent with such approved amendments to the Master Framework Plan.

~~6.5.6.6.~~ ROW. The ROW for all streets and roads shall be in accordance with the Regional Transportation Plan, the Development Standards, the Planning Level TIA, the applicable Sector Plan TIA, and the applicable Final Plat TIA.

~~6.6.6.7.~~ Wayfinding. A community wayfinding plan facilitating non-vehicular travel shall be submitted and approved by the City ~~Engineer~~**Staff** prior to installation of any wayfinding signage.

7. **PARKS AND COMMUNITY FACILITIES.** The Parties agree to the “Park Schedule” attached as Schedule 7, including (i) Public Parks (comprised of a combination of Community Parks, Greenbelts/Conservation Parks/Trails and Natural/Conservation Areas); and (ii) Private Parks

(comprised of Pocket Parks and Recreation Centers). The Parks will be improved, maintained, and programmed in accordance with Section 7.2.2.

7.1. Park Schedule. The Park Schedule (attached as Schedule 7) outlines (i) the minimum acreage of dedicated land for Parks (including Public Parks and Private Parks and as measured by the total Park Schedule, not by Sector Plan); (ii) the minimum investment for Community Parks; and (iii) an estimated schedule for such investment based on single family units developed.

7.1.1. Minimum Obligation. The Park Schedule, along with the requirements provided in this Section 7, represents the Owner's minimum obligations with regard to Parks. The Owner may satisfy its obligations under Section 7.2.1 in the Park Schedule in advance of the schedule. The Park Schedule reflects minimum obligations and is not required to be updated with Sector Plans. The Owner or Applicant may update the progress of the Park Schedule in the platting process.

7.2. Park Fees and Maintenance.

7.2.1. Park Development Fees. The Park Schedule modifies Park Development Fee obligations required by the City Code of Ordinances.

(A) Onsite Fee Credit. To the extent Owner complies with the minimum investment in Parks according to the schedule provided for in the Park Schedule, Owner will be credited with having paid seventy-five percent (75%) ~~percent~~ of required Park Development Fees under the City Code of Ordinances. But if the Owner fails to satisfy the minimum investment in Parks according to the schedule provided for in the Park Schedule, Owner agrees that the Owner or the District shall, within fifteen (15) business days of notice by the City, escrow, for Park purposes, the balance of the investment required under the schedule for Parks. Such escrowed funds shall be expended on Parks in accordance with an amendment to the Park Schedule agreed to by the City and the Owner.

(B) Offsite Fees. Owner shall be required to pay the remaining twenty-five percent (25%) of required Park Development Fees under the City Code of Ordinances. For the avoidance of doubt, such fees are required irrespective of Owner's compliance with the minimum investment in Parks according to the schedule provided for in the Park Schedule.

7.2.2. Park Classification and Maintenance.

(A) Classification of Parks. Park Land shall be identified generally in the Master Framework Plan and in the Sector Plan. Parks shall be classified in the Final Plat.

(B) Maintenance Schedule. Relevant Final Plats shall include a three (3)-year rolling maintenance schedule for Parks identified therein. The maintenance schedule shall be updated at three (3) year intervals. Park maintenance schedules may be made public by the City or the District.

(C) Responsible Party. Parks not annexed by the City shall be maintained by the District or the Owner. If the District is not responsible for maintenance in the maintenance schedule, the Owner shall be responsible for such maintenance. For any Park, the Parties agree that they may negotiate in their sole and absolute discretion, a maintenance agreement that allows the City Staff to maintain all or a portion of a Park if the Parties agree that such maintenance agreement is in the best interests of the Parties. In such event, the Owner or District shall pay for relevant costs for such maintenance activities upon terms mutually satisfactory to the Parties.

(D) Maintenance Standards. Park maintenance must meet or exceed the maintenance standards provided in the Parks Operation Maintenance Plan designated by City Staff, as amended from time to time.

~~For any Park proposed to be dedicated to the District, the relevant Sector Plan shall include a three (3) year rolling maintenance schedule to be made available to the public online and to be included in the annual report of the District. The schedule will be updated at three (3) year intervals to reflect the dedication of Parks to the District and whether the Owner or District is correspondingly responsible for such maintenance. The Owner or the District must meet or exceed the maintenance standards provided in the Parks Operations Maintenance Plan designated by the City, as amended from time to time. For any Park, the Parties agree that they may negotiate in their sole and absolute discretion a maintenance agreement that allows the City to maintain all or a portion of a Park if the Parties agree that such maintenance agreement is in the best interests of the Parties. In such event, the Owner or District shall pay for relevant costs for such maintenance activities upon terms mutually satisfactory to the Parties.~~

7.3. Public Parks.

7.3.1. Neighborhood Parks. Neighborhood Parks, if any, will be included ~~in an amended in the Master Framework Plan and will be included in an~~ applicable Sector Plan Final Plat. Neighborhood Parks shall be open to the public and maintained by the Owner~~District~~, until such time, if any, as the land on which such parks are located is annexed for park purposes by the City, at which time the City may assume the ownership of, and obligation to maintain the Neighborhood Parks. Neighborhood Parks, if any, shall be designed in accordance with the Development Standards and the City's Parks and Recreation Strategic Master Plan.

7.3.2. Community Parks. Community Parks are reflected in the Park Schedule ~~and the Master Framework Plan~~. Community Parks will be included in the applicable ~~Sector Plan Final Plat~~. The Owner~~District~~ shall maintain Community Parks open to the public until the land on which such parks are located is annexed for park purposes by the City, at which time the City shall assume the ownership of, and obligation to maintain the Community Parks, unless the City and ~~District~~Owner mutually agree otherwise. Community Parks shall be designed in accordance with the Development Standards.

7.3.3. Greenbelts/Conservation Parks/Trails and Natural/Conservation Areas. Greenbelts/Conservation Parks/Trails and Natural/Conservation Areas are reflected in the Park Schedule ~~and the Master Framework Plan~~. The ~~District Owner~~ shall maintain Greenbelts/Conservation Parks/Trails and Natural/Conservation Areas open to the public until the land on which the is annexed for full purposes by the City under this Agreement, at which time the City shall assume the ownership of, and obligation to maintain, the Greenbelts/Conservation Parks/Trails and Natural/Conservation Areas, unless the City and the ~~District—Owner~~ mutually agree otherwise. Greenbelts/Conservation Parks/Trails and Natural/Conservation Areas shall be designed in accordance with the Development Standards.

7.3.4. Regional Parks. Regional Parks, if any, will be included ~~in an amended in the Master Framework Plan and will be included in an~~ applicable ~~Sector Plan Final Plat~~. The ~~District Owner~~ shall maintain Regional Parks, if any, open to the public until the land on which such parks are located is annexed for park purposes by the City under this Agreement, at which time the City shall assume the ownership of, and obligation to maintain, the Regional Parks, unless the City and the ~~District—Owner~~ mutually agree otherwise. Any Regional Parks shall be designed in accordance with the Development Standards and the City's Parks and Recreation Strategic Master Plan.

7.4 Private Parks.

7.4.1. Pocket Parks. All Pocket Parks will be reflected in ~~applicable Sector Plans, as well as~~ each applicable Final Plat. Seven (7) Pocket Parks are anticipated for the Project. Pocket Parks will be developed in accordance with the Development Standards and each will be privately maintained by the appropriate HOA pursuant to the Development Standards.

7.4.2. Recreation Center. The Owner shall develop two (2) Recreation Centers of approximately ten (10) acres combined for use by the residents of the Project. The location of the Recreation Centers shall be designated in the applicable Sector Plan. The Recreation Centers shall be maintained by an HOA and developed in accordance with the Development Standards.

7.5 Other Community Facilities.

7.5.1. Fire Station. If requested by the City or the ESD, the Owner shall donate and convey to the City or the ESD at least two (2) and up to three (3) acres of land ~~per fire station~~ within the Project for the construction of ~~up to two (2)~~ a fire stations. Provided that the Owner approves of such designation, which shall not unreasonably be withheld, the City shall designate the site for the donated land and the location of the fire station based on various factors, including but not limited to the firefighting industry standards related to response time and the availability of the land in the proposed areas of the Project. The location of the site to be donated for the fire station shall be designated on the Sector Plan containing the site. The Owner shall convey the land to the City within ninety (90) days after the City or the ESD delivers written notice to the Owner that funds are available to construct the fire station and construction is expected to commence within one hundred and eighty (180) days after receipt of the deed

for the land and thereafter complete construction and begin operating the fire station within thirty-six (36) months after commencement of construction (the “Construction Period”). The deed to the City may be assigned to the ESD and shall contain a reverter in favor of the Owner providing that if the land ceases to be used for a fire station for twenty-four (24) consecutive months or does not commence to be used as fire station within twelve (12) months after the expiration of the Construction Period, fee simple ownership of the land shall automatically revert to Owner; provided, however, such reverter shall specify that in calculating the time periods above, delays due to events of force majeure shall be excluded. The reverter shall expire upon annexation by the City of the site containing the fire station.

7.6 Restrictive Covenant. For all Public Parks, the Owner must file a restrictive covenant in the form designated by the City Staff for parkland dedication, and as amended from time to time, limiting the Public Parks to recreational and park uses, as defined in the City Code of Ordinances. For all Public Parks, the City Staff shall be a beneficiary of any such covenant and will have the right to enforce it.

7.7. Park Planning. The Owner agrees to collaborate with the ~~City’s Parks and Recreation Department~~ City Staff on the park planning process, including with regard to any requirement in this Section 7, so that Community Parks and Regional Parks, if any, shall be designed to support the City’s Parks and Recreation Strategic Master Plan in effect at the time such park is developed.

8. THE DISTRICT AND INDEBTEDNESS.

8.1. Authority of the District to Issue Bonds. The District and each District created by division of a District shall have the authority to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by its board of directors, for the purposes, in such forms and manner, and as permitted or provided by federal law, the general laws of the State of Texas and the Consent Resolution. Unless otherwise agreed by the City:

8.1.1. The aggregate amount of bonds, excluding refunding bonds, the Districts collectively may issue shall not exceed a total of Six Hundred Twenty Million Dollars (\$620,000,000.00) in principal amount;

8.1.2. No District shall sell bonds unless its financial advisor determines that the bonds and any other indebtedness of such District payable from ad valorem taxes can be amortized with a projected ad valorem tax rate (including debt service on the bonds and all other ad valorem taxes being levied by such District) of \$1.50 per \$100 of assessed valuation or less; and

8.1.3. Unless approved by resolution of the City Council in its reasonable discretion, no District shall issue bonds or enter into any contractual obligation with any other District, the State of Texas, or any agency or political subdivision thereof; ~~covenanting to make payments in support of bonds~~ later than the earlier of (y) thirty-five (35) years after the Effective Date of the Development Agreement, or (z) twenty-five (25) years after the date such District issued its first series of bonds.

8.1.4. No less than thirty (30) days prior to selling a series of bonds, an Issuing District (defined below) shall provide the City Staff with a certified copy of the Texas

Commission on Environmental Quality Order approving the bond issue (if applicable), a copy of the Preliminary Official Statement for the bonds, including a projected debt service schedule, and a draft of the District's Order authorizing issuance of the bonds.

8.2. Bond Provisions. To ensure compliance by a District with each applicable condition or restriction imposed in connection with this Agreement, the Consent Resolution, or other applicable agreement, resolution or ordinance, the City Council is entitled to approve the issuance or sale of bonds by a District before such District issues a bid invitation for such bonds. If an Issuing District is in compliance with each applicable condition set forth below, the City Staff shall consent to such issuance or sale within thirty (30) days of written request so long as ~~either (a) during the ninety (90) days preceding the prior to commencement of such thirty (30)-day period, the Issuing District made or offered to make a presentation to the City Council with a summary of the proposed issuance of bonds, or (b) at least ninety (90) days preceding the commencement of the 30-day period, the Issuing District informed the City Manager in writing that the Issuing District was available to make such a presentation to the City Council and such presentation was not placed on an agenda of the City Council during the ninety (90) day period.~~ Unless otherwise agreed by the City Staff, an Issuing District shall not sell, issue or deliver any bonds unless:

8.2.1. The terms of such bonds expressly provide that the Issuing District has the right to redeem the bonds no later than on any interest payment date subsequent to the tenth (10th) anniversary of the date of issuance, without premium;2

8.2.2. The bonds, other than refunding bonds, are sold after the taking of public bids therefor;2

8.2.3. None of such bonds, other than refunding bonds, are sold for less than ninety-five percent (95%) of par;2

8.2.4. The net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, does not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given and bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given;2

8.2.5. Such bonds shall not have a final maturity date more than twenty-five (25) years from the date of issuance;2

8.2.6. The bonds shall have level debt service requirements. Level debt service means that during the period beginning with the calendar year of the first principal payment on a bond issue and ending in the calendar year of the final scheduled maturity of said issue, the spread from the greatest debt service in a calendar year during said period to the least debt service in a calendar year during said period shall not be more than five percent (5%) of the amount shown in the year with the least debt service. The intent may be demonstrated by submitting a proposed Notice of Sale and estimated bid using the proposed maturity pattern that shows coupons, interest and total debt service requirements that meets the required

~~standard above to the City Staff for prior approval. Having shown intent to comply by getting approval of the structure by the City Staff in advance of advertising for sale will be sufficient in the event the actual results of a competitive sale return debt service payments that otherwise would not meet the standard of five percent (5%) difference between maximum and minimum annual debt service payments. The bonds and the Issuing District's other outstanding bonded indebtedness have a combined level debt service schedule, meaning that the highest year's debt service does not exceed the average year's debt service by more than five percent (5%);~~

- 8.2.7. Any refunding bonds of a District must provide for a minimum of three percent (3%) net present value savings, and, if such refunding occurs after the last date a District is permitted to issue bonds, the refunding bonds must not mature later than the original, final maturation date of the bonds to be refunded; ~~and~~ And.
- 8.2.8. No Event of Default has occurred that relates to (a) the improvements or other matters that are the subject of such proposed bonds, (b) the obligations of the District and the Owner pursuant to Section 5, or (c) the obligations of the District and the Owner pursuant to Section 7.

- 8.3. **Distribution of Bond Proceeds.** The proceeds of bonds issued by a District shall be used and may be invested or reinvested, from time to time, as provided in the order or orders of the District authorizing the issuance, sale, and delivery of such bonds and in accordance with the federal, state, and local laws and regulations governing the proceeds of the District's sale of its bonds.

- 8.4. **Division of District.** ~~The plan for dividing the District into new Districts will be submitted in advance of the election of directors to the District.~~ The District may, from time to time, without any further City Council consent, be divided into two or more Districts in accordance with the provisions of Section 8489.107 of the Creation Statute so long as (i) the division complies with applicable laws and each District, other than a master district, created by a division of the original District encompasses a minimum of one hundred (100) acres; (ii) the division does not cause the area within a Final Plat (as defined in the Development Agreement) to be located within more than one District; and (iii) the District shall give the City Staff no less than ~~sixty (60)~~ thirty (30) days' advance written notice of the intent to divide and create a new District with such notice including a metes and bounds description of the new District. Owner agrees that the City Staff shall not be required to grant a certificate of occupancy for a structure located within a District unless the District encompassing such structure complies with the preceding limitations. In no event shall the division of the District and creation of one or more new Districts be construed to permit any land use inconsistent with the Master Framework Plan as amended from time to time. The creation of any new District not complying with the above limitations shall require the prior consent of the City Staff.

- 8.5. **Annexation or Exclusion of Land.** The District shall give the City Staff no less than ~~sixty (60)~~ thirty (30) days' advance written notice of its intent to realign the boundaries of an existing District through the method of adding land to or excluding land from a District. Unless approved by resolution of the City Council in its reasonable discretion or consented to by the City in the Development Agreement, no District shall add land to such District that is located outside of the Property initially comprising the District as set forth in the Creation Statute.

8.6. References. All references to the District in this Section 8 apply equally to each District

8.6-8.7. and any new District created by division, and the terms of this Agreement regarding development on any portion of the Property shall apply to any new Districts.

9. **ANNEXATION.** The City may, at its sole and absolute discretion, choose to annex any District at such time as the City deems annexation is appropriate. Except for limited purpose annexation, as provided for in the Strategic Partnership Agreement, the City may not annex any District unless it annexes the entirety of such District. The City agrees not to annex any District until (a) the City Council by ordinance has assumed, or will assume, all obligations, and performed, or will perform, all actions required by Sections 43.0715 and 43.075 of the Texas Local Government Code, or any other then applicable law, and (b) any one of the following has occurred:

- 9.1. The earlier of (i) the fifteenth (15th) annual anniversary of the confirmation election date of the District to be annexed, such confirmation election being the first election held for the District created pursuant to Section 8.4, but excluding the original confirmation election of the original District, and (ii) the thirtieth (30th) annual anniversary of the Effective Date, provided that, in the event that the Owner validly extends the Term beyond the thirtieth (30th) annual anniversary date pursuant to the terms of Section 189, such thirtieth (30th) annual anniversary date shall be extended to be equal to the then current Term, not to exceed the forty-fifth (45th) annual anniversary date of the Effective Date.
- 9.2. At least ninety percent (90%) of the improvements within the District that are eligible for reimbursement in accordance with the rules of the TCEQ have been constructed, provided that, for purposes of the foregoing calculation, (i), except as described in subpart (ii) below, the applicable percentage of the improvements (i.e., 90%) shall be based upon the total value of the eligible improvements, as reasonably estimated by the Owner at the time that the Sector Plan containing such improvements is filed with the City Staff, (ii) the City Staff shall have the right to approve the Owner's estimate of the value of the improvements that are eligible for reimbursement in accordance with the rules of the TCEQ, such approval not to be unreasonably withheld, and (iii) the list of improvements that are eligible for reimbursement in accordance with the rules of the TCEQ, and the value thereof, designated by the Owner and approved as to value by the City in accordance with subpart (ii) above, shall control for all purposes under this Section 9.2, regardless of the actual cost of such improvements or the value placed upon same by any other private entity or public authority, and provided further that the City Staff and the Owner acknowledge that the Owner's estimated value at the time of Sector Plan (A) may not be based upon design engineering and (B) shall in no way limit, restrict or inhibit the Owner's right to seek reimbursement from the District for the actual costs of construction of such improvements; or
- 9.3. The expiration or termination of this Agreement, as provided herein.
- 9.4. The Owner and the District acknowledge and agree that, by entering into this Agreement, any such annexation that complies with the requirements listed above in Sections 9.2–9.3 shall be voluntary, and the Owner and District hereby to such annexation as though a petition for such annexation had been tendered by the Owner.

10. **DEED RESTRICTIONS.** Prior to conveying any portion of the Property to an End User, Owner shall encumber the applicable portion of the Property with CC&Rs containing at least the following restrictions or, to the extent approved by the ~~Planning Director~~ City Staff, alternative restrictions:

10.1. **Construction and Other Codes.** All buildings or dwellings constructed on the Property must comply with Chapter 14 of the Code of Ordinances (Buildings and Building Regulations), as it may be amended from time to time in accordance with this Agreement, to the same extent as if such buildings or dwellings were located in the corporate limits of the City. City ~~Staff building officials and inspectors~~ may enter into the Property that is subject to the CC&Rs to perform inspections and take other actions under Chapter 14 of the Code of Ordinances to the same extent as if such property were located in the corporate limits of the City. The Homeowners Association may not enforce Article X of Chapter 14 of the Code of Ordinances (Violations, Penalties, Fee Refund Policy, Board of Appeals and Administrative), or any successor ordinance; provided however that a violation of this Section may be enforced by the Homeowners Association in the same manner as any other violation of the CC&Rs.

10.2. **Unsafe Buildings and Nuisances.** The Property made subject to the CC&Rs must comply with the sections of Chapter 50 of the Code of Ordinances listed in Sections 10.2.1-10.2.5, as they may be amended from time to time, to the same extent as if the Property was located in the corporate limits of the City. A violation of this Section may be enforced by the Homeowners Association in the same manner as any other violation of the CC&Rs.

10.2.1. Section 50-26 (unsafe buildings);

10.2.2. Section 50-27 (unoccupied buildings);

10.2.3. Section 50-56 (Definitions);

10.2.4. Section 50-57 (Prohibited accumulations; litter, weeds, graffiti, duty of property owner, occupant); and

10.2.5. Chapter 6 (Animals).

10.3. **Maintenance of BMPs in Easements.** Prior to conveying any portion of the Property to the District or a Homeowners Association, the Owner shall encumber the applicable portion of the Property with CC&Rs requiring that the District or the Homeowners Association, as applicable, shall be responsible for maintenance of BMPs located in easements.

11. **WATER AND WASTEWATER.**

11.1. **NBU Agreement.** The Utility Agreement shall govern the provision of water and wastewater services to the Property. The Agreement is contingent on Owner and NBU negotiating and executing the Utility Agreement by March 1, 2022 (“Utility Agreement Requirement Date”). If the Utility Agreement is not executed by the Utility Agreement Requirement Date, this Agreement shall not be applicable and shall be null and void. The Utility Agreement may be amended from time to time, and the City hereby consents to such amendments and agrees no additional notice or agreement by the City is required to amend the Utility Agreement so long as the amendment does not create a conflict with

this Agreement. Amendments to the Utility Agreement shall not be considered to alter, modify or expand the Project or alter the vested rights established by this Agreement. The Owner and NBU separately plan to build and convey an interim wastewater facility, to be managed by NBU; provided that the City Staff approves the plans and specifications of the facility pursuant to Section 8489.105 of the Creation Statute. Notwithstanding any other provision of this Agreement, the Utility Agreement shall not govern the provision of services from this interim facility.

- 11.2. **Prohibition Against Other Retail Public Utilities.** Other than NBU, no retail public utility, as defined by Section 13.002 of the Texas Water Code, may provide retail water or wastewater service to the Property. Notwithstanding the foregoing, the Owner and the District shall at all times retain the right to develop, transmit, sell and otherwise use for its own benefit or the benefit of others non-potable water in, on or under the Property. The Parties agree that the interim waste water treatment facility agreed to in the Utility Agreement is not a retail public utility under this Section 11.2.

12. **CONSTRUCTION STAGING.**

- 12.1. **Construction Staging.** No approvals will be required in connection with the location of customary construction staging areas, storage yards and temporary construction offices so long as they are not located within two hundred fifty feet (250') of inhabited single-family homes, duplexes, or attached townhouses.

13. **ECONOMIC INCENTIVES.**

- 13.1. **Strategic Partnership Agreement.** The City and the District must enter into the Strategic Partnership Agreement.
- 13.2. **Future Additional City Incentives.** The City agrees to consider in good faith applications for economic incentives in the future in connection with the proposed development within the Project that will provide jobs, attract tourism or otherwise stimulate economic activity in the City if the City Staff determines that such requests are consistent with this Agreement and the general policies of the City at such time.
- 13.3. **Other Incentives.** The City agrees not to oppose and to provide reasonable support for the Owner or the District to enter into economic incentive agreements with other governmental entities, including but not limited to the County, so long as the proposed economic incentive agreement is consistent with this Agreement and the general policies of the City at such time; provided, however, notwithstanding the foregoing, it is expressly understood that ~~(a)~~ the City has no authority over the decisions of other governmental or quasi-governmental entities and the City cannot commit other governmental or quasi-governmental entities with respect to any economic incentive agreements.

14. **ECONOMIC PHASING INFORMATION AND ESTIMATES.** Owner agrees to provide to the City copies of any economic phasing information or estimates submitted by Owner to NBU under the Utility Agreement. All economic phasing information and estimates submitted by the Owner in connection with this Agreement or the Utility Agreement is an informational estimate only and subject to revision based on market conditions and actual development activities. The Owner agrees to update its economic phasing information and estimates on a yearly basis in a manner and at a time as may be agreed between the Owner and the ~~Planning Director~~ City Staff. The Owner reserves the right at all times to make adjustments or modifications to economic phasing information and

estimates previously supplied by the Owner to reflect changing market or other conditions and any such adjustment or modification shall not be construed as an amendment to this Agreement and shall be effective upon delivery to the City Staff.

15. **FEES.**

15.1. **No Impact Fees.** No impact fees, including roadway impact fees, shall be assessed by the City on the Owner or any Applicant; provided, however, nothing herein shall in any way modify the other provisions of this Agreement that specifically require the payment of fees or the funding of costs.

15.2. **Other Development Fees.** The only other development fees imposed in relation to the Project shall be the Fees. Development Fees are to be calculated based on rules in place at the time of Final Plat.

15.3. **Consultant Reimbursement.** Unless the Parties agree otherwise, the Owner shall have no obligation to reimburse the City for its consultant fees incurred following the Full Execution Date; provided, however, the Owner shall be responsible for reimbursing the City for its consultant fees related to the consideration of Development Standards, including the Original Development Standards whether such consideration occurs prior to the Effective Date, at the time of a Sector Plan, as long as there is a prior written agreement between the City and the Owner with respect to the scope and fees for consultant work.

16. **ADDITIONAL LANDS.** The Owner may subject lands ~~—outside of the City’s boundaries contiguous to the Project to this Agreement~~ only upon approval by the City Council of an amended Master Framework Plan reflecting such additional lands, and such other requirements as shall be imposed by the ~~Planning Director~~ City Staff or the City Council, provided that the City shall not unreasonably withhold its approval to the annexation to the Project and the District of roadways or other lands immediately adjacent to the Project containing (or planned to contain) infrastructure intended to be owned and operated by the District, so long as such annexation (a) does not increase the LUEs allocated to the Project under the Utility Agreement, (b) does not otherwise cause a Major Amendment to the Master Framework Plan, and (c) is legally allowed at such time pursuant to applicable provisions of the Texas Local Government Code.

17. **COORDINATION OF CITY REVIEWS OF FUTURE SUBDIVISION APPROVALS AND INSPECTIONS.** City agrees to use good faith in accepting and reviewing all Applications relating to the Project and to provide adequate human and other resources to the Application review processes applicable to the Project, including any applicable inspections and document reviews, such that all Project Applications are accepted and reviewed by the City Staff in a timely manner and in the same manner and timeliness as other applications in the City.

18. **EMERGENCY AND OTHER SERVICES.**

18.1. **Fire and EMS Services.** Fire and emergency medical services shall be provided through a written agreement by and between the District and Emergency Services District. ~~This agreement shall be in place in advance of the election of directors to the District~~ The District may alternatively enter into such written agreement with the City.

18.2. **Public Safety and Police Services.** Public Safety and Police services shall be provided in the District. The City may in its sole and absolute discretion enter into a written

agreement with the District to be the provider of Public Safety and Police Services. The District may alternatively enter into such a written agreement with Comal County. ~~This agreement shall be in place in advance of the election of directors to the District.~~

- 18.3. **Solid Waste Services.** Solid Waste Collection Services shall be provided in the District. The City may in its sole and absolute discretion enter into a written agreement with the District to be the provider of Solid Waste Services in the District. Upon the City Staff's approval, which shall not be unreasonably withheld, the District, or a Home Owners Association within the District, may alternatively enter into such a written agreement with a private provider of Solid Waste Services. ~~This agreement shall be in place in advance of the election of directors to the District.~~

19. **TERM OF AGREEMENT.** This Agreement shall be in effect during the Term. If the Build-Out of the Project has not occurred within the Initial Term, the Owner may (a) upon written notice to the City Staff prior to expiration of the then-current Term, and (b) compliance with all other applicable provisions of this Agreement that must be satisfied in order for the Owner to extend the Initial Term, elect to extend the Initial Term for up to two (2) additional fifteen (15) year terms; provided, however, in no event shall (i) the Initial Term be extended, nor shall any Term be extended beyond thirty (30) years if the Owner is in default under the terms of this Agreement at the time of such extension, and (ii) the Term of this Agreement be extended under any circumstances beyond the forty-fifth (45th) annual anniversary of the Effective Date.

20. **EVENT OF DEFAULT BY THE OWNER.** In the event of an Event of Default by Owner or the District with respect to the District Obligations, the City shall have the following rights and the right to pursue the remedies set forth in this Section 20.

20.1. **Rights of City.**

20.1.1. **Entry.** To enter upon the Property, or any portion thereof, by and through the City's authorized employees or enforcement agents, at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Agreement; provided that, except in cases where the City reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Agreement causing immediate and irreparable harm, such entry shall be upon prior reasonable notice to the owner of the portion of the Property upon which the City is to enter, and the City will not in any case unreasonably interfere with such owner's use and quiet enjoyment of such portion of the Property. No entry onto an occupied platted single family residential or duplex residential lot will be authorized by this Section 20.1.1 which is not otherwise authorized by law; and

20.1.2. **Prevent Activity.** To prevent any activity on, or use of, any portion of the Property that is inconsistent with the terms of this Agreement and to require the restoration of such areas or features of such portions of the surface of the Property that may be damaged by any activity or use which is inconsistent with the terms of this Agreement, pursuant to the remedies set forth in Section 20.2 of this Agreement.

20.1.3. **Reimbursement.** The Owner shall reimburse the City all reasonable costs or expenses incurred by the City in exercising its rights set forth in Section 20.1, if any.

20.2. City's Remedies. Following an Event of Default by Owner, or the District with respect to the District Obligations, the City's remedies shall include, without limitation, any one or more of the following remedies:

- 20.2.1.** bring an action at law or in equity to enforce the terms of this Agreement, as applicable, including seeking a temporary restraining order, temporary injunction and/or permanent injunction to enjoin the non-compliance;
- 20.2.2.** bring an action to require the restoration of the surface of the affected Property to its previous condition;
- 20.2.3.** bring an action for specific enforcement of this Agreement;
- 20.2.4.** recover any damages arising from the non-compliance;
- 20.2.5.** terminate this Agreement in full without thereby incurring any liability to the Owner whatsoever;
- 20.2.6.** refuse to accept, process, continue to process, or approve any Application for any portion of the Property;
- 20.2.7.** annex any portion or all portions of the Property, notwithstanding any limitation to the contrary in this Agreement; and
- 20.2.8.** refuse to consent to the sale or issuance of any bonds by a District.

20.3. Limitations on City Remedies. Notwithstanding the foregoing:

- 20.3.1.** the City may not exercise the remedies specified in Sections 20.2.5, 20.2.6, 20.2.7 and 20.2.8 if the Event of Default arises from a breach of Section 5;
- 20.3.2.** the City may not exercise the remedies specified in Section 20.2.6 (refuse to accept or process Applications) or Section 20.2.7 (early annexation) and the limitations contained in Sections 20.4.1 and 20.4.2 shall not apply with respect to (a) lot(s) contained in an Approved Final Plat that are owned by an End User, or (b) lot(s) contained in an Approved Final Plat that are owned by an individual or entity who does not qualify as an End User of such lot(s), but only if the Event of Default does not arise from the failure to perform an obligation reflected on the Approved Final Plat; and
- 20.3.3.** the City may not exercise the remedy specified in Section 20.2.8, or enforce the limitation on the Owner and the District described in Section 20.4.3, for any unsold or unissued bonds that relate to improvements that have been completed as of the date of the Event of Default unless the Event of Default relates to (a) the improvements or other matters that are the subject of such proposed bonds, (b) the obligations of the District and the Owner pursuant to Section 5, or (c) the obligations of the District and the Owner pursuant to Section 7.2.1. Nothing herein shall restrict the City in the exercise of the remedy specified in Section 20.2.8, or the limitation on the Owner and the District in Section 20.4.3, for any unsold or unissued bonds that relate to improvements that have not been completed as of the date of the Event of Default.

- 20.4. Limitations on the Owner.** Except as provided in Sections 20.3.2, 20.3.3 and 20.4.4, in the event of an Event of Default by the Owner or the District with respect to the District Obligations, the Owner or the District, as applicable, shall not have the right to:
- 20.4.1.** submit any Application for any portion of the Property;
 - 20.4.2.** receive from the City any permit, Approval, or similar permission; and
 - 20.4.3.** issue any debt, including without limitation, any bonds that were previously approved by the City. This limitation, subject to the terms of Section 20.3.3, shall explicitly control over any law or agreement to the contrary and to the extent any such right would exist at law, in equity or otherwise, same is hereby RELEASED, WAIVED and RELINQUISHED by Owner on behalf of themselves and their respective successors and assigns, if any, until and unless the City provides written notice that the Event of Default has been cured or remedied to the satisfaction of the City Staff.
 - 20.4.4.** Notwithstanding anything to the contrary, this Section 20.4 does not apply to an Event of Default arising from a breach of Section 10.2.5 of this Agreement.
- 20.5. Prior Notice Required.** If the City becomes aware of a violation of the terms of this Agreement, the City shall, except as expressly set forth herein, notify the defaulting Party and the owner(s) of the portion(s) of the Property involved in such violation and request corrective action sufficient to abate such violation and, if applicable, restore the surface of the affected portions of the Property to its previous condition prior to the violation. Failure to abate the violation and take such other corrective action as may be required to cure the violation within the Cure Period will entitle the City to exercise any and all rights and remedies available to it at law or in equity as a result of such failure. Prior to exercising the City's rights to one or more available remedies, the City shall provide written notice as stated in this Section 20.5.
- 20.6. Failure to Act or Delay.** Forbearance by the City from exercising any of its rights under this Agreement in the event of any breach of any term of this Agreement by Owner, or the District with respect to the District Obligations, shall not be deemed or construed to be a waiver by the City of such term or of any subsequent breach of the same or any other term of this Agreement or of any of the City's rights under this Agreement. No delay or omission by the City in the exercise of any right or remedy upon any breach by Owner, or the District with respect to the District Obligations, or any subsequent Owner shall impair such right or remedy or be construed as a waiver. No covenant, term, condition or restriction of this Agreement or the breach thereof by Owner, or the District with respect to the District Obligations, will be deemed waived, except by written consent of the City, and any waiver of the breach of any such covenant, term, condition or restriction will not be deemed or construed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, condition or restriction. The City shall retain the right to take any action as may be necessary to ensure compliance with this Agreement notwithstanding any prior failure to act.
- 20.7. Waiver of Certain Defenses.** Owner and District hereby waive any defense of laches, estoppel, or prescription.

21. **EVENT OF DEFAULT BY CITY.** In the event of an Event of Default by the City, the Owner shall be entitled to seek an injunction without posting bond and/or a writ of mandamus from a court of competent jurisdiction compelling and requiring the City and its officers to observe and perform the covenants, obligations and conditions of this Agreement. The City shall not be liable to Owner for monetary damages and nothing herein shall be deemed to waive the City's right to immunity. The City shall have no liability to the Owner, except in accordance with the terms hereof.
22. **DISTRICT OBLIGATIONS.** The District must agree to the terms of this Development Agreement and the District Obligations described in Sections 5, 6, 7, and 8 ~~within sixty (60) days of the District's creation~~. The City agrees that for so long as the District collects no or nominal ad valorem tax, the City will not seek to impose liability on the District for failure to perform the District Obligations and the City will look solely to the Owner to meet the District Obligations. The District agrees that any amendments to this Agreement that do not expressly modify Sections 5-8, including but not limited to Major Amendments to the Master Framework Plan, will not require the consent of the District.
23. **PORTION OF PROPERTY LOCATED WITHIN CITY LIMITS.** The portion of the Property identified on **Exhibit H** (Overlapping Property) is located within the District and the corporate limits of the City. Development of any portion of that property will be regulated by Chapter 144 (Zoning), City Code of Ordinances, until such date that the any portion of such property is disannexed from the City.
24. **MISCELLANEOUS PROVISIONS.**
- 24.1. **Actions Performable.** The City and the Owner agree that all actions to be performed under this Agreement are performable solely in Comal County, Texas.
- 24.2. **Governing Law.** The City and the Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.
- 24.3. **Non-Severability.** In the event that any provision of this Agreement regarding the land use and development approvals granted to the Owner or the commitment for utility services and costs for facilities to be provided is subsequently determined to be unenforceable or otherwise materially altered by a court of competent jurisdiction, then the Owner or the City shall have the right to terminate the remainder of this Agreement within sixty (60) days of such determination whereupon any bonds posted by the Owner pursuant to this Agreement shall be immediately released by the City. If a court of competent jurisdiction or any other governmental entity with appropriate jurisdiction determines that any portion of this Agreement is beyond the scope or authority of applicable Texas law, then, subject to the immediately preceding sentence, the City and the Owner agree to immediately amend this Agreement so as to conform to such ruling or decision in such a manner that is most consistent with the original intent of this Agreement as legally possible.
- 24.4. **Representation of Authority.** The City represents and warrants to the Owner that the City is duly authorized and empowered to enter into this Agreement. The Owner represents and warrants to the City that it has the requisite authority to enter into this Agreement.

- 24.5. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.
- 24.6. **Complete Agreement; Amendments.** This Agreement represents a complete Agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be ~~reviewed and approved by by the Planning Commission and the City Council, and~~ signed by the Owner and the City, but not the other Parties; provided, however, the District must consent to amendments to the extent required in Section 22. All amendments shall be incorporated herein by reference as if they were part of the Agreement as of the Effective Date.
- 24.7. **Assignment.** This Agreement is for the benefit of the City and the Owner. The City expressly agrees that the Owner may assign all or part of its rights and obligations under this Agreement to subsequent purchasers of all or part of the Property and/or one or more Homeowners' Associations or a similar non-profit entity owned either by residents or by the Owner, and following receipt of notice of such assignment, the City shall look only to such assignee(s) with respect to such assigned rights or obligations. The foregoing shall not apply to the obligations of the Owner pursuant to Section 15.3.
- 24.8. **Covenants Running With the Property; Recording Fees.** This Agreement is intended to and shall create conditions or exceptions to title or covenants running with the Property, provided that, in accordance with § 212.172(f) of the Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to any End User within the Project, except as to land use and development regulations specified in this Agreement that apply to that specific lot. In the event the Owner elects to record the fully executed Development Agreement in accordance with the terms of Section 24.14, all recording costs shall be the responsibility of the Owner. Additionally, in the event that (a) any amendment to this Agreement is executed in accordance with Section 24.6 or (b) any amendment of an exhibit of this Agreement, or any addendum to an exhibit of this Agreement, is properly made pursuant to the terms of this Agreement, the cost of recording such amendment or addendum to an exhibit to this Agreement shall be the responsibility of the Owner.
- 24.9. **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (a) telecopy or electronic mail, with the original delivered by hand or overnight carrier, (b) by overnight courier or hand delivery, or (c) certified mail, postage prepaid, return receipt requested, and addressed to the ~~P~~parties at the following addresses:

City:

City of New Braunfels
Attn: City Manager
550 Landa St.
New Braunfels, Texas 78130

with copies to:

City Attorney
550 Landa St.
New Braunfels, Texas 78130

Owner:

Southstar at Mayfair, LLC
118 Vintage Way
New Braunfels, TX 78132

with copies to:

Bracewell LLP
Attn: Blakely Fernandez
300 Convent St., Suite 2700
San Antonio, Texas 78205

- 24.10. Contest of Agreement.** In the event of a third party lawsuit, a taxpayer suit or other claim relating to the validity of this Agreement or any actions taken in compliance therewith, (a) the Owner and the City agree to cooperate in the defense of such claim and the City and the Owner shall use their respective reasonable efforts to resolve the conflict in the mutual best interest of the City and the Owner, and (b) the Owner agrees to indemnify, defend and hold harmless the City against the reasonable costs and expenses incurred by the City in connection with such third party lawsuit, taxpayer suit or other claim relating to the validity of this Agreement or any actions taken in compliance therewith, provided that the Owner shall not be obligated to indemnify the City for claims arising out of (i) the intentional constructed willful misconduct of the City or its agents, or (ii) claims arising from actions taken by the City pursuant to Section 3.5. Nothing in this Agreement shall be construed as a waiver of governmental and sovereign immunity by the City.
- 24.11. Force Majeure.** The Owner and the City agree that the obligations of each ~~P~~party, except the obligation to make financial payments, shall be subject to force majeure events such as acts of God, natural calamity, fire or strike.
- 24.12. District Approval.** By its signature below, the District agrees to this Agreement and agrees to abide by this Agreement applicable to the District. The District may enforce any rights established in favor of the District under this Agreement.
- 24.13. Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and the Owner, respectively.
- 24.14. Effective Date and Recording.** This Agreement shall be executed by City, the Owner, the District, and the Landowner promptly following approval of this Agreement by the City Council, provided that this Agreement shall not be binding upon the Property until and unless this Agreement is recorded by the Owner in the real property records of the County.

24.15. Captions. The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

(EXECUTION PAGE(S) TO FOLLOW)

APPROVED AND AGREED:

CITY OF NEW BRAUNFELS

By: _____

_____, Mayor

Date: _____

STATE OF TEXAS

§
§
§

COUNTY OF COMAL

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the ____ day of _____, 202~~6~~⁴, by _____, a person known to me in his capacity as Mayor of the City of New Braunfels, on behalf of the City of New Braunfels.

Notary Public, in and for the State of Texas

By: _____
Name: _____
Title: _____

§§§

This instrument was acknowledged before me on this the ____ day of _____ 20264, by _____, persons known to me in his capacity as _____, on behalf of the Company.

467

LIST OF EXHIBITS

Exhibit A	Consent Resolution
Exhibit B	Description of Property (1888 acres)
Exhibit C	Code of Ordinances
Exhibit D	Development Standards (Development & Design Control Document)
Exhibit E	Master Framework Plan
Exhibit F	Traffic Impact Analysis (Project Transportation Plan)
Exhibit G	Form of Strategic Partnership Agreement
Exhibit H	Overlapping Property
Schedule 7	Parks Schedule

Schedule 7

PARK SCHEDULE (Draft based on Projections)

Total Projected Residential Units: 6,000

		Pre- Quartile	Quartile 1	Quartile 2	Quartile 3	Quartile 4	TOTAL
Residential Units (<u>up to</u>)		750	750	1,500	1,500	1,500	6,000 units
PARK TYPE (Minimum Dedication)		MINIMUM DEVELOPMENT SCHEDULE					
Private Parks	Pocket Parks Dedication	1 park	1 park	1 park	2 parks	2 parks	7 Pocket Parks
	Recreation Centers Dedication	0	1 Rec Center	0	0	1 Rec Center (5 acres)	2 Rec Centers
Public Parks	Greenbelt/Conserva tion Parks/ Trails Dedication	16 acres	15 acres	28 acres	TBD (combined w/ Community parks = 75 acres) TBD	TBD (combined w/ Community parks = 95 acres) TBD	133 acres
	Community Parks Dedication	31 acres	0	40 acres			120 acres
		Natural/ Conservation Area	TBD (pending utility easement agreements and development progression)				
Minimum Total Dedicated Public Parks Acreage		47 acres	15 acres	68 acres	75 acres	95 acres	331 acres
Total Parks Investment*		\$1,528,500	\$1,528,500	\$3,057,000	\$3,057,000	\$3,057,000	\$12,228,000.00

Note 1: Owner may satisfy any or all of its obligations in the Park Schedule in advance of the schedule.

Note 2: This Parks Schedule is designed to reflect the minimum commitments of park development based on Project development. It is not the intention of the Parties that this schedule be updated with Sector Plans.

*These figures include both the onsite fee credit and offsite payment required in Section 7.2.1.

8/24/2026

Agenda Item No. H)

PRESENTER:

Matthew Eckmann, Assistant Director of Public Works

SUBJECT:

Discuss and consider approval of a resolution of the City of New Braunfels, Texas, authorizing the use of eminent domain proceedings for the acquisition of right-of-way that is necessary to advance and achieve the public use of improving Barbarosa Road and Saur Lane to meet the existing and future needs of the City, in the event negotiations are unsuccessful:

- a. a 0.4592-acre ROW and 0.158-acre Utility Easement out of the Antonio Maria Esnaurizar Survey, Abstract 20, Guadalupe County, Texas, out of Lot 2A, Timmerman Subdivision as recorded in Volume 5, Page 393 A & B, Map and Plat Records of Guadalupe County, Texas Located at 2241 Westmeyer Road, New Braunfels, Texas 78130, and Assigned Guadalupe County Appraisal District Property ID 43773

DEPARTMENT: Public Works**COUNCIL DISTRICTS IMPACTED:** 2**BACKGROUND INFORMATION:**

The Barbarosa Road/Saur Lane Project is one of the projects approved in the 2023 Bond. The project will widen the road from two lanes to four lanes between FM 1101 and Sangerhalle Road. The project will provide for 12-foot driving lanes, a 16-foot median, and upgraded pedestrian facilities. It will also provide for intersection improvements and improved drainage infrastructure. The City has negotiated in good faith with all property owners but has been unsuccessful in acquiring the necessary property rights from this parcel in order to advance the project.

ISSUE:

Staff is seeking the approval for the City to exercise its power of eminent domain, if necessary, to acquire the necessary property rights from the following properties:

- a. Property owned by Teresa Hudson.
 - i. a 0.4592-acre ROW and 0.158-acre Utility Easement out the Antonio Maria Esnaurizar Survey, Abstract 20, Guadalupe County, Texas, out of Lot 2A, Timmerman Subdivision as recorded in Volume 5, Page 393 A & B, Map and Plat Records of Guadalupe County, Texas Located at 2241 Westmeyer Road, New Braunfels, Texas 78130, and Assigned Guadalupe County Appraisal District Property ID 43773

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

All funds associated with property acquisition and eminent domain for the Barbarosa Road/Saur Lane Project are incorporated in the funding for this project as part of the 2023 Bond Program, therefore sufficient funds are available.

RECOMMENDATION:

Staff recommends approval

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF NEW BRAUNFELS, TEXAS, AUTHORIZING THE ACQUISITION IN FEE SIMPLE AND BY UTILITY EASEMENT OF TRACTS OF LAND GENERALLY DEPICTED IN EXHIBITS “A” AND “B”, WHICH IS ATTACHED HERETO AND IS INCORPORATED HEREIN FOR ALL PURPOSES, AS PART OF THE BARBAROSA ROAD AND SAUR LANE IMPROVEMENTS PROJECT. SUCH ACQUISITIONS ARE NECESSARY TO ADVANCE AND ACHIEVE THE PUBLIC USES OF IMPROVING PEDESTRIAN SAFETY AND ADA ACCESSIBILITY BY PROVIDING SIDEWALKS ON BOTH SIDES OF THE ROAD; PROVIDING CONNECTIVITY TO MULTIPLE RESIDENTIAL AND COMMERCIAL AREAS; AND BUILDING ROAD IMPROVEMENTS TO ALLEVIATE TRAFFIC CONGESTION. THIS RESOLUTION AUTHORIZES THE INSTITUTION OF CONDEMNATION PROCEEDINGS TO ACQUIRE THE NECESSARY LAND RIGHTS TO THE EXTENT NEGOTIATIONS ARE UNSUCCESSFUL.

WHEREAS, the City of New Braunfels, Texas (“City”) has determined that a tract of privately owned land described in **Exhibits “A” and “B”** must be acquired in fee simple interest and a Utility Easement, for the construction of the Barbarosa Road and Saur Lane Improvements Project (the “Project”); and

WHEREAS, the acquisition of such property is necessary to complete the Project, to advance and achieve the public uses of improving pedestrian safety and ADA accessibility by providing sidewalks on both sides of the road; providing connectivity to multiple residential and commercial areas; and building road improvements to alleviate traffic congestion; and

WHEREAS, the Project is in the best interest of the health, safety, and welfare of the public;

WHEREAS, the City has been unable to acquire said land by negotiation and/or further negotiations may become futile, and therefore, the City may be compelled to exercise its power of eminent domain; and

WHEREAS, relating to the acquisition of such land, it may be necessary for the City or one of its agents or contractors to enter upon the property to investigate and survey the needed land so that they may be defined and described with specificity for inclusion in any deed, easement, or, if necessary, as part of any filings to institute proceedings in eminent domain to acquire the necessary land.

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

SECTION 1.

The above caption and recitals are incorporated herein for all purposes.

SECTION 2.

The City Council declares a public use and necessity for the City of New Braunfels to acquire fee simple interest of the properties described in **Exhibit “A”**. And to acquire a utility easement as described in **Exhibit “B”**, for the improvements needed for the Project.

SECTION 3.

The City Council declares that the acquisition of such property is necessary to complete the Project, which has the public uses of improving pedestrian safety and ADA accessibility by providing sidewalks on both sides of the road; providing connectivity to multiple residential and commercial areas; and building road improvements to alleviate traffic congestion.

The City Council authorizes the utilization of the power of eminent domain to acquire the necessary land located in the City of New Braunfels, to the extent that the City is unable to acquire said land by negotiation and/or further negotiations with the landowner become futile.

SECTION 4.

The City Council authorizes its authorized officers or their designees and retained attorneys, to create, execute, and deliver such further documents, instruments, certificates, opinions, consents, pleadings, and other papers, for and on behalf of the City, and to do and cause to be done such further acts and things as may be necessary, appropriate, or advisable to effect the intent of this Resolution, including, but not limited to (a) filing temporary injunctions or other causes of action necessary to obtain access to the property impacted by the acquisitions; (b) performing lineal surveys for metes and bounds purposes and conducting archaeological, species and environmental walk-throughs, inspections and/or testing (including obtaining water and soil samples, if necessary), as required by applicable state and federal laws (collectively the “Preliminary Surveys”), appraising, designing, planning, obtaining title information, and specifying the preparation, location, and routing or re-rerouting of the Project should such become necessary for any reason; (c) entering into good-faith negotiations with the landowner to make bona fide offer for the property; (d) appraising the property; (e) causing eminent domain proceedings to be filed should the bona-fide offer and good-faith negotiations fail; and (f) obtaining, or causing to be applied for and obtained, surety bonds as may be necessary or desirable regarding any eminent domain proceedings hereinabove authorized or any injunctive proceedings necessary or related to or as a condition precedent to any such eminent domain proceedings. Such documents, instruments, certificates, opinions, consents, pleadings, and other papers, and any amendments, supplements, or modifications thereto shall be in such form and contain such terms and conditions, whether material or non-material, as such officers, or any of them, shall deem necessary, appropriate, or advisable, and all that such officers, their designees, employees, and retained attorneys have done or may do under or by reason of this and any foregoing resolutions are hereby approved, confirmed, and ratified. The City Council finds that it is in the best interest

to obtain the fee simple interest (or an easement where necessary) from whomever holds legal and equitable title as identified according to the procedure adopted through this Resolution and if necessary, the Director of Finance is directed to disburse funds in accordance herewith.

SECTION 5.

The determination of necessity to exercise the power of eminent domain in this matter is made according to reason and judgment with due regard and consideration of the relevant facts, circumstances, and alternatives, and the knowledge, which existed at this time. Therefore, the City, acting by and through its contractual eminent domain attorneys, is hereby directed and authorized to institute and prosecute to conclusion all necessary proceedings in eminent domain to condemn the land described herein and to acquire such interest in land if the City is unable to acquire such through negotiation, and to take any other legal action necessary or incidental to such acquisition or eminent domain proceeding to investigate, survey, specify, define, and secure the necessary property right.

All acts and proceedings done or initiated by the employees, agents, and attorneys of the City for the acquisition of such land are hereby authorized, ratified, approved, confirmed and validated and declared to be valid in all respects as of the respective dates of such acts and proceedings, with and in regard to the grantors from whom such land is being purchased or acquired.

SECTION 6.

Severability: If any provision, section, subsection, sentence, clause, or phrase of this Resolution, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Resolution shall not be affected thereby, it being the intent of the Commissioners Court in adopting this Resolution that no portion hereof, or provisions, or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion hereof and all provisions of this Resolution are declared to be severable for that purpose.

SECTION 7.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED this the _____ day of _____, 2026.

Michael A. French, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

**Metes and Bounds Description
of 0.4592 Acres
Guadalupe County, Texas**

Being 0.4592 acres of land situated in the Antonio Maria Esnaurizar Survey, Abstract 20, Guadalupe County, Texas, out of Lot 2A, Timmerman Subdivision as recorded in Volume 5, Page 393 A & B, Map and Plat Records of Guadalupe County, Texas, and being more particularly described as follows:

BEGINNING at 1/2-inch iron rod found on the northeast Right-of-Way (R.O.W.) line of Saur Lane (variable width R.O.W.) being on the southeast boundary line of Lot 3ACR, Timmerman Subdivision as recorded in Volume 7, Page 729, Map and Plat Records of Guadalupe County, Texas, and the west corner of said Lot 2A, for the west corner of the tract described herein;

THENCE N 45°02'57" E, departing the northeast R.O.W. line of Saur Lane, coincident with the southeast boundary line of said Lot 3ACR and the northwest boundary line of said Lot 2A, a distance of 56.55 feet to a 5/8-inch iron rod with orange cap stamped "MAESTAS" set at the north corner of the tract described herein;

THENCE S 44°33'35" E, over and across said Lot 2A, a distance of 350.39 feet to a 5/8-inch iron rod with orange cap stamped "MAESTAS" set on the northwest R.O.W. line of Westmeyer Road (60' R.O.W.) and the southeast boundary line of said Lot 2A, for the east corner of the tract described herein;

THENCE S 45°11'20" W, coincident with the northwest R.O.W. line of Westmeyer Road and the southeast boundary line of said Lot 2A, a distance of 47.69 feet passing to a 1/2-inch iron rod found at the eastmost south corner of said Lot 2A, being the point of curvature of a curve to the right, for the eastmost south corner of the tract described herein;

THENCE Along said curve to the right having a radius of 10.00 feet, an arc length of 15.79 feet, and a delta angle of 90°28'12", with a chord bearing of N 89°34'34" W, a distance of 14.20 feet to a 1/2-inch iron rod found at the westmost south corner of said Lot 2A, for the westmost south corner of the tract described herein;

THENCE N 44°21'39" W, coincident with the northeast R.O.W. line of Saur Lane and the southwest boundary line of said Lot 2A, distance of 340.18 feet to the POINT OF BEGINNING and containing 0.4592 acres, or 20,003 square feet, of land;

Basis of bearings is the Texas State Plane Coordinate System, NAD 83, South Central Zone (4204). All distances referenced herein are surface values derived by using a surface adjustment factor of 1.00014. A survey plat accompanies this description of even date.

I hereby certify that this Metes and Bounds description was prepared from an actual survey made on the ground under my supervision on February 4, 2025, and substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

 2/5/2025

Keith C. Keppler
Registered Professional Land Surveyor
Texas No. 6271



LEGEND

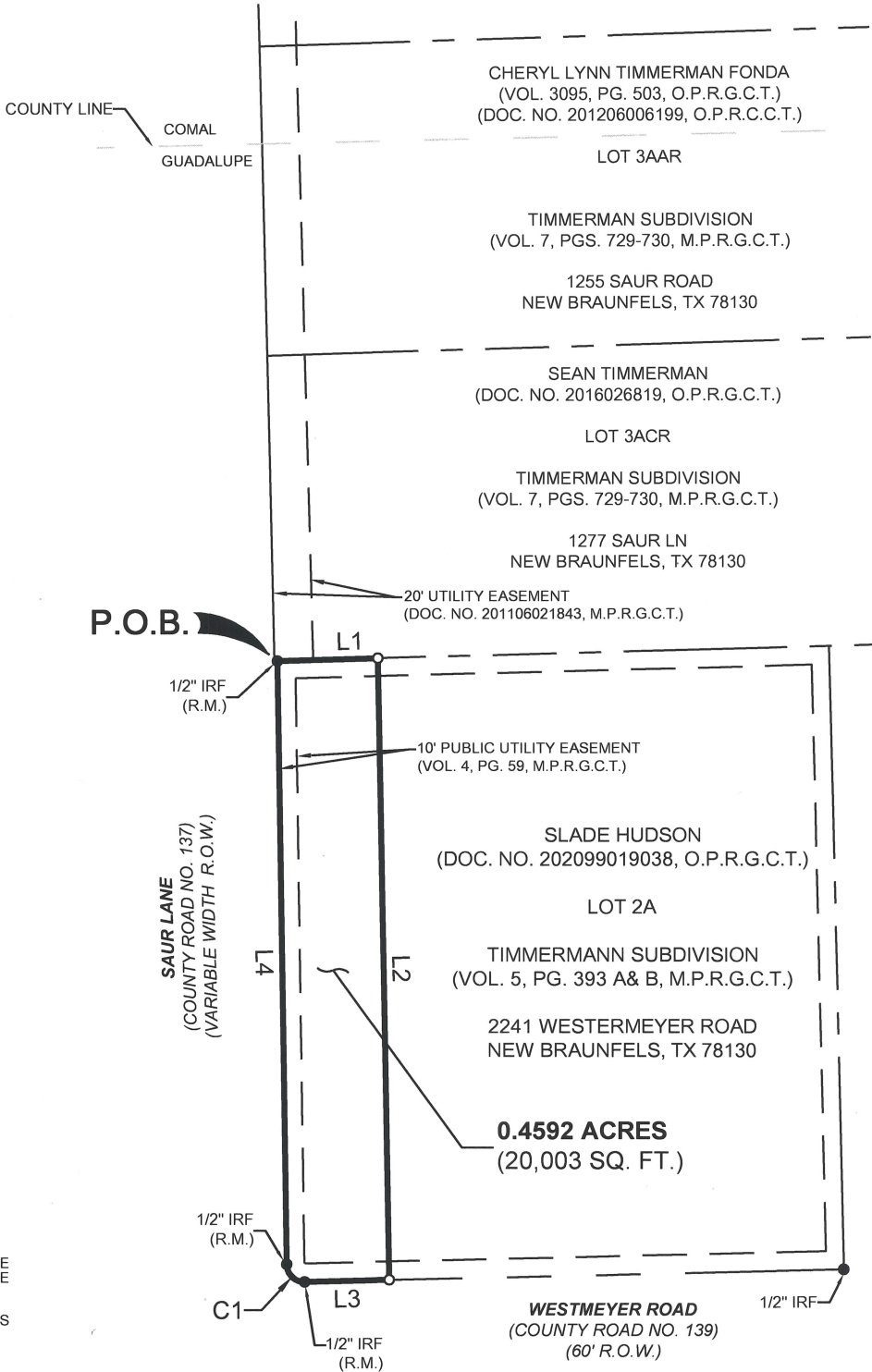
- IRF = IRON ROD FOUND
 - IRFC = IRON ROD FOUND WITH CAP
 - IRSC = IRON ROD SET WITH CAP STAMPED "MAESTAS ASSOC" (R.M.) = RECORD MONUMENT
- O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
M.P.R.G.C.T. = MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS



SCALE 1" = 100'

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	10.00'	15.79'	90°28'12"	N89° 34' 34"W	14.20'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N45° 02' 57"E	56.55'
L2	S44° 33' 35"E	350.39'
L3	S45° 11' 20"W	47.69'
L4	N44° 21' 39"W	340.18'



GENERAL NOTES:

- THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE (4204), AS ESTABLISHED BY GPS OBSERVATIONS.
- DISTANCES SHOWN HEREON ARE SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR OF 1.00014.
- SURVEY WAS COMPLETED ON FEBRUARY 4, 2025.
- NO IMPROVEMENTS ARE SHOWN.
- THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND MAY BE SUBJECT TO EASEMENTS OR ENCUMBRANCES NOT SHOWN HEREON.
- 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED "MAESTAS" SET AT ALL CORNERS UNLESS SPECIFIED OTHERWISE.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS.

Keith C. Keppler 2/5/2025

KEITH C. KEPPLER, RPLS
TEXAS NO. 6271



MAESTAS 8122 DATAPOINT DR., STE. 840
SAN ANTONIO, TX 78229
(210) 366-1988

TBPE No.: F-333 TBPLS No.: 10194506

**BOUNDARY SURVEY OF
0.4592 ACRES**
OUT OF LOT 2A, TIMMERMAN SUBDIVISION
AS RECORDED IN VOL. 5, PG. 393 A&B, M.P.R.G.C.T.

PROJECT NO.: M330	DATE: 2/4/2025
DRWN BY: RF3	CHKD BY: KCK
SHEET NO.: 2 OF 2	



Exhibit "B"

P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
WWW.SHERWOODSURVEYING.COM
TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION 0.158 ACRE NBU UTILITY EASEMENT

BEING A 0.158 ACRE TRACT SITUATED IN LOT 2A, TIMMERMANN SUBDIVISION, RECORDED IN VOLUME 5, PAGES 393A-393B OF THE MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS, LOT 2A BEING CONVEYED TO SLADE HUDSON BY DEED RECORDED IN DOCUMENT No. 202099019038 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; SAID 0.158 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT 2A, COMMON WITH THE SOUTHEASTERLY BOUNDARY LINE OF LOT 3ACR, TIMMERMANN SUBDIVISION, RECORDED IN VOLUME 7, PAGES 729-730 OF THE MAP AND PLAT RECORDS OF GUADALUPE COUNTY, FROM WHICH A FOUND IRON ROD MARKING THE WESTERLY CORNER OF SAID LOT 2A AND SITUATED IN THE NORTHEASTERLY RIGHT OF WAY LINE OF SAUR LANE (CR No. 137) BEARS S 45° 02' 57" W, 56.55 FEET;

THENCE, N 45° 02' 57" E, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 20.00 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, INTO AND ACROSS SAID LOT 2A, THE FOLLOWING COURSES AND DISTANCES:

S 44° 33' 35" E, A DISTANCE OF 253.27 FEET TO AN ANGLE POINT;

S 43° 09' 25" W, A DISTANCE OF 4.98 FEET TO AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT;

S 43° 14' 56" E, A DISTANCE OF 24.80 FEET TO AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT;

N 45° 22' 11" E, A DISTANCE OF 5.55 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

S 44° 33' 35" E, A DISTANCE OF 72.18 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT 2A, COMMON WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF WESTMEYER ROAD (CR No. 139), FROM WHICH A FOUND IRON ROD MARKING THE EASTERLY CORNER OF SAID LOT 2A BEARS N 45° 10' 52" E, A DISTANCE OF 234.44 FEET;



THENCE, S 45° 10' 52" W, ALONG SAID COMMON LINE, A DISTANCE OF 20.00 FEET TO THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 44° 33' 35" W, INTO AND ACROSS SAID LOT 2A, A DISTANCE OF 350.39 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.158 ACRES OF LAND, MORE OR LESS.

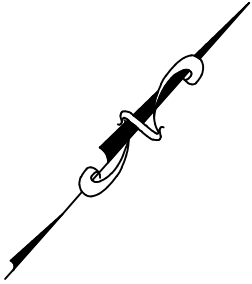
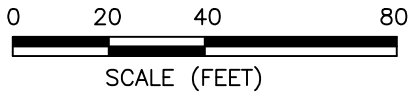
A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

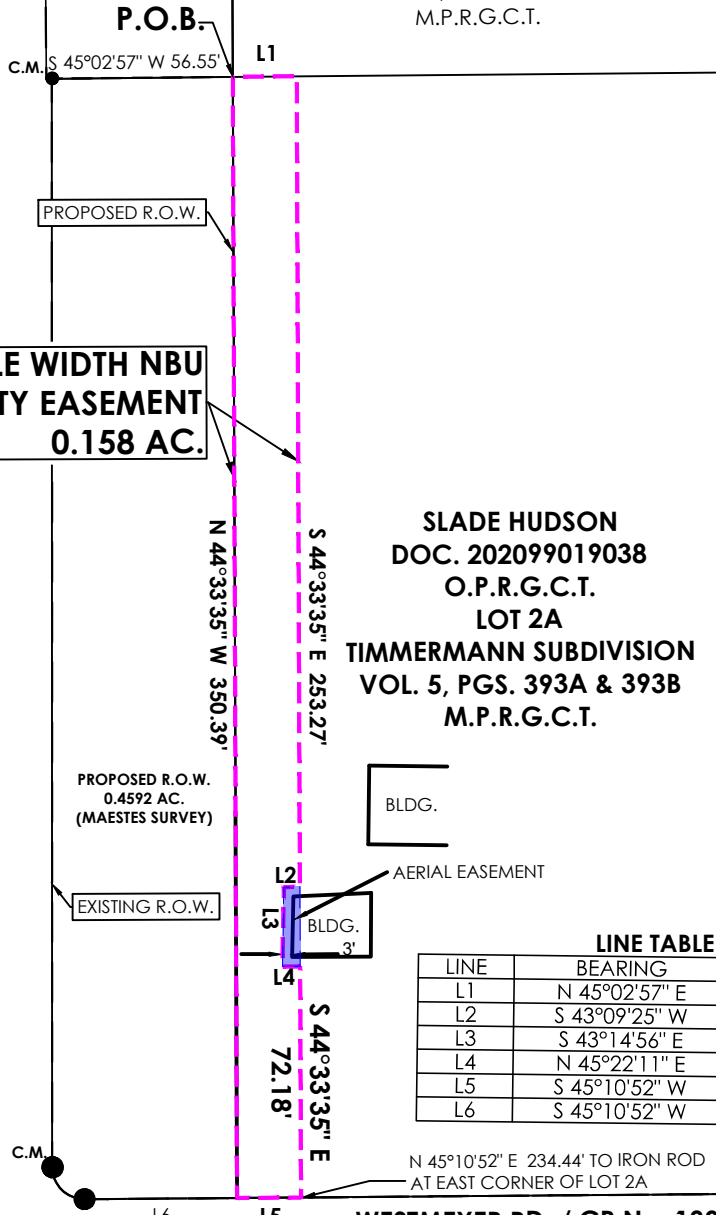
6/18/2024

RICHARD A. GOODWIN DATE
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24MS048





SEAN TIMMERMANN
DOC. 2016026819
O.P.R.G.C.T.
LOT 3ACR
TIMMERMANN SUBDIVISION
VOL. 7, PGS. 729-730
M.P.R.G.C.T.



**VARIABLE WIDTH NBU
UTILITY EASEMENT
0.158 AC.**

**SAUR LN. CR No. 137
(VARIABLE WIDTH R.O.W.)**

PROPOSED R.O.W.
0.4592 AC.
(MAESTES SURVEY)

EXISTING R.O.W.

**SLADE HUDSON
DOC. 202099019038
O.P.R.G.C.T.
LOT 2A
TIMMERMANN SUBDIVISION
VOL. 5, PGS. 393A & 393B
M.P.R.G.C.T.**

BLDG.

AERIAL EASEMENT

BLDG.
3'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°02'57" E	20.00'
L2	S 43°09'25" W	4.98'
L3	S 43°14'56" E	24.80'
L4	N 45°22'11" E	5.55'
L5	S 45°10'52" W	20.00'
L6	S 45°10'52" W	48.11'

N 45°10'52" E 234.44' TO IRON ROD
AT EAST CORNER OF LOT 2A

**WESTMEYER RD. / CR No. 139
(60' R.O.W.)**

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- P.O.B. POINT OF BEGINNING
- C.M. CONTROLLING MONUMENT

SURVEYOR NOTES:

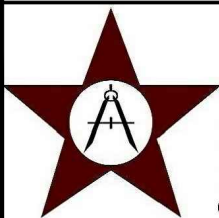
THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT ADDITIONAL RESEARCH TO DETERMINE IF OTHER MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR OTHER ENCUMBRANCES.

BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE

DATE OF FIELDWORK: 5/20/2024

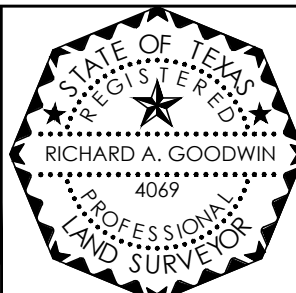
LEGAL DESCRIPTION

BEING A 0.158 ACRE TRACT SITUATED IN LOT 2A, TIMMERMANN SUBDIVISION, RECORDED IN VOLUME 5, PAGES 393A AND 393B OF THE MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS, LOT 2A BEING CONVEYED TO SLADE HUDSON BY DEED RECORDED IN DOCUMENT No. 202099019038 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.



**SHERWOOD
SURVEYING & S.U.E.**

UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
6477 FM 311, P.O. BOX 992 TBPELS FIRM#10044200
SPRING BRANCH, TEXAS 78070
PHONE (830) 228-5788 FAX (830) 885-2170



SURVEYORS CERTIFICATE

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 4069, HEREBY STATE THAT DURING THE MONTH OF MAY, 2024, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4069

6/18/2024
DATE

DATE: 5/30/2024 DRAWN BY: VLH PROJECT No. 24MS048

8/24/2026

Agenda Item No. I)

PRESENTER:

Garry Ford, Transportation and Construction Services Director

Ruy Lozano, Fire Chief

SUBJECT:

Discuss and consider approval of a contract with BRW Architects to provide final plans, specifications, estimates, and construction-phase services for a live fire training facility and approval to issue a competitive sealed proposal solicitation as the procurement method for construction of improvements associated with the live fire training facility.

DEPARTMENT: Transportation and Construction Services and Fire Department**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

On June 24, 2019, City Council approved a contract with BRW Architects (BRW) to provide final design, bid phase, and construction phase services for Fire Station #7, located at 357 FM 306, and a Fire Training Complex, located at 353 FM 306.

On February 23, 2022, city staff issued an invitation for a competitive sealed proposal (CSP) for construction of Fire Station 7 and the Fire Training Complex. The proposed Fire Station 7 and Fire Training Complex, including classroom building and design-build specifications for a live fire training field, were bid as one package, with the Fire Station and Fire Training Complex defined as separate projects. The city received four responses on April 7, 2022. The proposals were significantly higher than the proposed budget and represented market cost increases experienced throughout the building industry. The contract for Fire Station 7 was awarded on June 13, 2022, and the project team repackaged the Fire Training Complex to be phased, with the initial effort prioritizing the drainage, utility, and site improvements necessary to develop the site. On March 23, 2023, City Council approved construction of drainage, utility, and site improvements for the Fire Training Complex, which included space for the future live fire training facility.

On January 12, 2026, City Council approved an Interlocal Agreement with the Comal County Emergency Services District 7 (CCESD 7) allowing the City to receive \$4 million in funding for a live fire training facility to be located at the Fire Training Complex. The live fire facility will include two burn buildings (one residential configuration and one tower or commercial configuration) that incorporate all occupancy types within the City and CCESD 7, as well as a multi-bay building for storage of training apparatus and associated training gear.

On June 22, 2026, City Council approved a contract with Randall Scott Architects, Inc. for a feasibility study and site assessment for a combined public safety training center. While that study will evaluate the long-term needs of the fire training program, this design and construction of a live fire training facility will ensure the New Braunfels Fire Department is able to maintain the current ISO 1 ranking in the near term.

BRW is pre-qualified on the City's Professional Services indefinite delivery/indefinite quantity (ID/IQ) list for architectural services. BRW was selected for their experience and qualifications to complete the final design,

bid phase, and construction phase services of the live fire training facility to carry forward the continuity of the previous design effort and constructed site improvements. The Contract with BRW to provide the final design and construction administration for the live fire training facility (burn buildings and multi-bay storage building) includes a not-to-exceed fee of \$298,210. The final design of the live fire training facility will be developed from the design-build criteria developed by BRW during the initial design of the Fire Training Complex as a design-build delivery method is no longer recommended for the project.

City staff recommends issuing a competitive sealed proposal (CSP) solicitation as the procurement method for construction of improvements associated with the live fire training facility. The CSP method allows the City to evaluate the most qualified contractors and the best value for the project. After design and bidding are complete, the recommendation for construction contract award will be presented to the City Council for approval.

ISSUE:

Strategic Priorities: Continuing the development of the fire training facility through a partnership with CCESD 7.

STRATEGIC PLAN REFERENCE:

N/A **Economic Mobility** N/A **Enhanced Connectivity** N/A **Community Identity**

YES **Organizational Excellence** YES **Community Well-Being**

Organizational Excellence

- Diversify revenue streams to support long-term fiscal sustainability.
 - Objective: Exploring expansion of the contract with ESD7 to support recurring resource needs.

Community Well-Being

- Maintain ISO 1 ranking

FISCAL IMPACT:

Funding for the final design (not to exceed \$298,210) is included in the \$4 million allocated by the Interlocal Agreement with the Comal County Emergency Services District 7.

RECOMMENDATION:

Staff recommends approval of a contract with BRW Architects to provide final plans, specifications, and estimates, and construction phase services for a live fire training facility and approval to issue a competitive sealed proposal solicitation as the procurement method for construction of improvements associated with the live fire training facility.

8/24/2026

Agenda Item No. J)

PRESENTER:

Jared Werner, Assistant City Manager

SUBJECT:

Discuss and consider the approval of an ordinance authorizing the issuance of City of New Braunfels, Texas Tax Notes, Series 2026; levying an ad valorem tax in support of the notes; awarding the sale of the notes; approving an official statement, a paying agent/registrar agreement and other agreements relating to the sale and issuance of the notes; and ordaining other matters relating to the issuance of the notes.

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

At Council's direction, a vehicle replacement program funded by the issuance of rolling tax notes was initiated in FY 2024. The rolling tax note program is an ongoing vehicle replacement program for the City's light fleet inventory. It replaces funding these items through the Equipment Replacement Fund and eliminates the need for a recurring annual transfer from the General Fund to the Equipment Replacement Fund for these assets. In addition, if capacity allows, critical heavy equipment could be incorporated into the rolling tax note program as well.

A Tax Note is a council-authorized, short-to-medium-term (up to 7 years) debt obligation used to immediately fund public improvements, equipment purchases, or professional services. It is non-voter-approved, meaning the City Council can authorize its issuance directly by passing an ordinance.

This evening, a \$2,000,000 Tax Note is being considered that will support the third issuance of the rolling tax note program for the replacement of light fleet and some heavy equipment. Specifically, this tax note will provide funding for 22 light vehicles that have met the criteria for replacement **(20 out of the 22 are for Fire and Police)**.

The City previously issued the \$2,000,000 Series 2023 Tax Notes (FY 2024) and the \$3,000,000 Series 2024 Tax Notes as part of the rolling tax note vehicle replacement program.

The debt service associated with the tax note has been incorporated within the proposed I&S (Debt Service) portion of the tax rate for FY 2027 (19.39 cents).

Proceeds from the \$2,000,000 Series 2026 Tax Note will be deposited into the City's depository bank on September 23, 2026.

ISSUE:

N/A

FISCAL IMPACT:

The proceeds of the tax note will support the replacement of light fleet for the City. The annual debt service payment will be structured to align with the I&S (Debt Service) rate for FY 2027, which is proposed to remain at 19.39 cents.

RECOMMENDATION:

Staff recommends approval of the ordinance.

ORDINANCE NO. 2026-__

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF NEW BRAUNFELS,
TEXAS TAX NOTES, SERIES 2026; LEVYING AN AD VALOREM TAX IN SUPPORT
OF THE NOTES; AWARDING THE SALE OF THE NOTES; APPROVING AN
OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND
OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE
NOTES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF
THE NOTES**

THE STATE OF TEXAS
COUNTIES OF COMAL AND GUADALUPE
CITY OF NEW BRAUNFELS

WHEREAS, the City Council of the City of New Braunfels, Texas (the "City") deems it advisable to issue tax notes (the "Notes") for the purpose of: (i) acquisition and installation of vehicles and equipment for (1) the City's Public Works, Planning and Development Services and Parks and Recreation departments and (2) public safety, including the police and fire departments, and (ii) paying the professional services associated with the issuance of the Notes; and

WHEREAS, the Notes hereinafter authorized and designated are to be issued and delivered pursuant Chapter 1431, Texas Government Code, as amended; and

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

WHEREAS, it is considered to be in the best interest of the City that the interest-bearing Notes be issued.

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

Section 1. RECITALS, AMOUNT, PURPOSE OF THE NOTES AND DEFINITIONS. (a) Recitals and Purpose. The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The Notes of the City of New Braunfels, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount not to exceed \$2,000,000* (the "Notes") for the purpose of: (i) acquisition and installation of vehicles and equipment for (1) the City's Public Works, Planning and Development Services and Parks and Recreation departments and (2) public safety, including the police and fire departments, and (ii) paying the professional services associated with the issuance of the Notes.

*Preliminary, subject to change

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

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITY OF NOTES. (a) Each Note issued pursuant to this Ordinance shall be designated: "CITY OF NEW BRAUNFELS, TEXAS TAX NOTES, SERIES 2026" and initially there shall be issued, sold, and delivered hereunder fully registered notes, without interest coupons, dated August 1, 2026, respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward, (except the Initial Note delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective registered owner thereof, (as designated in Section 12 hereof), or to the registered assignee or assignees of the Notes or any portion or portions thereof (in each case, the "Registered Owner"), and the Notes shall mature and be payable serially on February 1 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

<u>YEAR</u>	<u>AMOUNT</u>
2027	\$
2028	
2029	
2030	
2031	
2032	
2033	

The term "Note" as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance and all substitute notes exchanged therefore, as well as all other substitute notes and replacement notes issued pursuant hereto.

Section 3. INTEREST. The Note scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF NOTE set forth in this Ordinance to their respective dates of maturity at the following rates per annum:

<u>YEAR</u>	<u>RATE</u>
2027	%
2028	
2029	
2030	
2031	
2032	
2033	

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE NOTES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at BOKF, NA, in

Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Notes (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Note or Notes. Registration of assignments, transfers, conversions and exchanges of Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel all paid Notes and Notes surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Notes in the manner prescribed herein, and said Notes shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Notes as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Notes and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Note, and of all conversions and exchanges of the Note, and all replacements of the Note, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days

prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Notes (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date), (iii) may be converted and exchanged for other Notes, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Note shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Notes initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Notes issued in conversion of and exchange for any Notes issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Notes that at all times while the Notes are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Notes under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Notes, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Notes, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Notes issued in exchange for the Notes initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Note for each of the maturities thereof registered in the name of Cede & Co. as nominee of DTC and except as provided in subsection (f) hereof, all of the Outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

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

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

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

(h) Initial Note. The Notes herein authorized shall be initially issued as fully registered Notes, being one Note for each maturity in the denomination of the applicable principal amount and the initial Note shall be registered in the names of the Initial Purchaser or the designees thereof as set forth in Section 12 hereof. The initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Purchaser. Immediately after the delivery of the initial Note, the Paying Agent/Registrar shall cancel the initial Note delivered hereunder and exchange therefor Notes in the form of a separate single fully registered Note for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

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

Section 5. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Note, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Notes issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF NOTE

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS	PRINCIPAL AMOUNT \$ _____
---------------	--	---

CITY OF NEW BRAUNFELS, TEXAS
TAX NOTE, SERIES 2026

INTEREST RATE	DATE OF NOTE	MATURITY DATE	CUSIP NO.
%	August 1, 2026		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, the City of New Braunfels, in Comal and Guadalupe Counties, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Notes set forth above, on February 1, 2027 and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, at the interest rate per annum specified above; except that if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged or converted from is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full.

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

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Note for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the

Registered Owner of this Note that on or before each principal payment date, interest payment date, and accrued interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is one of a Series of Notes dated August 1, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$2,000,000* for the purpose of: (i) acquisition and installation of vehicles and equipment for (1) the City's Public Works, Planning and Development Services and Parks and Recreation departments and (2) public safety, including the police and fire departments, and (ii) paying the professional services associated with the issuance of the Notes.

THE NOTE is not subject to redemption prior to stated maturity.

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

* Preliminary, subject to change

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

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

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

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

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

City Secretary, City of New Braunfels, Texas

Mayor, City of New Braunfels, Texas

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

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

Dated

BOKF, NA
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

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

Please insert Social Security or Taxpayer Identification Number of Transferee

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

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

Dated: _____

Signature Guaranteed:

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

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

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this _____.

Acting Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL NOTE

The Initial Note shall be in the form set forth in this Section, except that:

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

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

"ON THE MATURITY DATE SPECIFIED BELOW, the City of New Braunfels, in Comal and Guadalupe Counties, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 1 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

<u>Year of</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
-----------------------------------	-----------------------------------	--------------------------------

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from August 1, 2026 at the respective Interest Rate per annum specified above. Interest is payable on February 1, 2027, and semiannually on each August 1 and February 1 thereafter to the date of payment of the principal amount specified above; except, that if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after

any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full."

C. The Initial Note shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Note. All ad valorem taxes levied and collected for and on account of said Notes shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Notes are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Notes as such principal matures (but never less than 2% of the original principal amount of said Notes as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Notes are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Notes, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Notes shall be deposited in the Interest and Sinking Fund and used to pay interest on the Notes.

Section 6. ESTABLISHMENT OF PROJECT FUND. (a) Project Fund. The City's Tax Notes Series 2026 Project Fund is hereby created and shall be established and maintained by the City at an official depository bank of the City. Proceeds from the sale of the Notes, including any premium but, excluding accrued interest, shall be deposited into the Project Fund.

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

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

(d) Maintenance of Funds. Any funds created pursuant to this Ordinance may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a

commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

(e) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Notes shall be used along with the Note proceeds for the purpose for which the Notes are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Notes; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Notes from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

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

Section 7. DEFEASANCE OF NOTES. (a) The Notes and the interest thereon shall be deemed to be paid, retired and no longer outstanding ("Defeased Notes") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Notes, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Notes shall have become due and payable or (3) any combination of (1) and (2). At such time as Notes shall be deemed to be a Defeased Notes hereunder, as aforesaid, such Notes and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of Notes as aforesaid when proper notice of redemption of such Notes shall have been given, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may at the discretion of the City Council also be invested

in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Notes and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Notes and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Notes and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Notes shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Notes the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

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

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

Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES. (a) Replacement Note. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

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

damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

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

(d) Charge for Issuing Replacement Note. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Notes duly issued under this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 9(a) of this Ordinance for Note issued in conversion and exchange for other Note.

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Notes issued and delivered hereunder and all necessary records and proceedings pertaining to the Notes pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Notes said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Notes attached to the Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Note. The approving legal opinion of the City's Bond Counsel may, at the option of the City, be printed on the Note issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Note. In addition, if bond insurance is obtained, the Note may bear an appropriate legend as provided by the insurer.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Notes as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which

is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

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

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

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

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

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

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

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

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

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

(7) to otherwise restrict the use of the proceeds of the Notes or amounts treated as proceeds of the Notes, as may be necessary, so that the Notes does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

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

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Note) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Notes. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Notes, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, Notes or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Notes, or (2) the date the Notes is retired. The City agrees to obtain the advice of nationally recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Notes. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 11. SALE OF NOTES. The Notes are hereby sold to the bidder whose bid produced the lowest net effective interest rate, pursuant to the taking of public bids therefor, on this date, and shall be delivered to a syndicate of the purchaser represented by _____ (collectively, the "Purchaser") at a price of \$ _____ (representing the par amount of the Notes, plus a [net] reoffering premium of \$ _____, less an underwriter's discount of \$ _____, plus accrued interest of \$ _____). The Notes shall initially be registered in the name of Cede & Co.

In consultation with, and reliance upon the advice of the financial advisor for the City, the City Council hereby finds the terms and sale of the Notes are the most advantageous reasonably available on the date and time of the pricing of the Notes given the then existing market conditions and the stated terms of sale on such date and time and accordingly that such terms are in the best interest of the City.

Section 12. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports.
(i) The City shall provide annually to the MSRB, (i) within six months after the end of each fiscal

year of the City ending in or after 2026, financial information and operating data with respect to the City of the general type included in this Official Statement being the information of the type included in Table 1 of the Official Statement and Tables 1 through 10 of Appendix A to the Official Statement and the financial statements included in Appendix D to the Official Statement if audited financial statements are then available, and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Appendix D to the Official Statement and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statement is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Such information shall be transmitted electronically to the MSRB, in such format and accompanied by such identifying information as prescribed by the MSRB.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Certain Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other events affecting the tax status of the Notes
7. Modifications to rights of holders of the Notes, if material;

8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Notes, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holder, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of

the holders and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 13. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Bonds, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Notes aggregating a principal amount 51% of the aggregate principal amount of then outstanding Notes that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Notes, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Notes so as to:

- (1) Make any change in the maturity of any of the outstanding Notes;
- (2) Reduce the rate of interest borne by any of the outstanding Notes;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Notes;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Notes or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Notes necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Notes a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in the City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Notes.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Notes then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Notes shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Notes, then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 14. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Notes, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in

their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Notes then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 15. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT AND APPROVAL OF OFFICIAL STATEMENT. Attached hereto as Exhibit "C" is a substantially final form of Paying Agent/Registrar Agreement. Each of the Mayor, the City Manager and the Director of Finance are hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement.

The City hereby approves the form and content of the Official Statement relating to the Notes and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Notes by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated August 17, 2026, prior to the date hereof is confirmed, approved and ratified. The City Council hereby finds and determines that the Preliminary Official Statement and final Official

Statement were "deemed final" (as that term is defined in 17 CFR Section 240.15c(2)-12) as of their respective dates.

Section 16. NO PERSONAL LIABILITY. No covenant or agreement contained in the Notes, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Notes shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Notes.

Section 17. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Notes, the initial sale and delivery of the Notes, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Note, the City Manager or Assistant City Manager are each hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement or (ii) obtain the approval of the Notes by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on the Notes shall cease to be such officer before the delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 18. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Notes and the validity of the pledge of the taxes to secure the payment of the Notes.

Section 19. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 20. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Notes, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Note.

Section 21. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 22. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 23. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 24. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 25. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Note and the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance are to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Notes the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 26. REIMBURSEMENT. The City expects to pay expenditures in connection with the purposes set forth in the Section 1 of this Ordinance prior to the issuance of the Notes. The City finds, considers and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues Notes to accomplish the purposes set forth in Section 1 of this Ordinance. All costs to be reimbursed pursuant hereto will be capital expenditures. No Notes will be issued by the City in furtherance of this Ordinance after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service. The foregoing notwithstanding, no Notes will be issued pursuant to this Ordinance more than three years after the date any expenditure which is to be reimbursed is paid.

Section 27. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Notes or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Notes.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective on this 24th day of August, 2026.

THE CITY OF NEW BRAUNFELS, TEXAS

Mayor
City of New Braunfels, Texas

ATTEST:

City Secretary
City of New Braunfels, Texas

City Attorney
City of New Braunfels, Texas

EXHIBIT "A"

DEFINITIONS

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Authorized Denominations*" means the denomination of \$5,000 or any integral multiple thereof with respect to the Notes and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Notes.

"*Bond Insurer*" or "*Insurer*" means the provider of a municipal bond insurance policy for the Notes or any other entity that insures or guarantees the payment of principal and interest on any Notes.

"*Book-Entry-Only System*" means the book-entry system of note registration provided in Section 3, or any successor system of book-entry registration.

"*Business Day*" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"*Cede & Co.*" means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" and "*Issuer*" means the City of New Braunfels, Texas, and where appropriate, the City Council.

"*City Council*" means the governing body of the City.

"*Closing Date*" means the date of initial delivery of and payment for the Notes.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Notes are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Notes, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Notes.

"*Depository*" means one or more official depository banks of the City.

"DTC" means The Depository Trust Company, New York, New York and its successors and assigns.

"DTC Participant" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with Rule.

"Fiscal Year" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three-calendar year period.

"Holder," "Holders," "Owners" or "Registered Owners" means any person or entity in whose name a Note is registered in the Security Register.

"Initial Note" means the Note authorized, issued, and initially delivered as provided in Section 3 of this Ordinance.

"Insurance Policy" means an insurance policy issued by any Insurer guaranteeing the scheduled principal of and interest on the Notes when due.

"Interest and Sinking Fund" means the special fund maintained by the provisions of Section 5 of this Ordinance.

"Interest Payment Date" means a date on which interest on the Notes is due and payable.

"Issuance Date" means the date of delivery of the Notes.

"MSRB" means the Municipal Securities Rulemaking Board.

"Notes" means the "City of New Braunfels, Texas Tax Notes, Series 2026."

"Ordinance" means this ordinance finally adopted by the City Council on August 10, 2026.

"*Outstanding*", when used with respect to Notes, means, as of the date of determination, all Notes theretofore delivered under this Ordinance, except:

(1) Notes theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Notes deemed paid pursuant to the provisions of Section 9 of this Ordinance;

(3) Notes upon transfer of or in exchange for and in lieu of which other Notes have been authenticated and delivered pursuant to this Ordinance

(4) Notes under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Notes.

"*Record Date*" means Record Date as defined in Section 4 the Form of Notes.

"*Redemption Date*" means a date fixed for redemption of any Note pursuant to the terms of this Ordinance.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Notes registered in the name of each Registered Owner.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

EXHIBIT "B"

CONTINUING DISCLOSURE

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 12 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The annual audited financial statements of the City of New Braunfels, Texas or the unaudited financial statements of the City of New Braunfels, Texas in the event audited financial statements are not completed within six months after the end of any Fiscal Year.
2. All quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under certain tables.

Accounting Principles

The accounting principles are the accounting principles described in the notes to the financial statements included in the Official Statement.

EXHIBIT C

PAYING AGENT\REGISTRAR AGREEMENT

8/24/2026

Agenda Item No. A)

PRESENTER:

Toni Carter, New Braunfels Councilmember District 1

SUBJECT:

Presentation on New Braunfels Airport Safety.

DEPARTMENT: Airport

BACKGROUND INFORMATION:

Councilmember Toni Carter requested this item be placed on the agenda.

8/24/2026

Agenda Item No. A)

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

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

6/22/2026

Agenda Item No. B)

SUBJECT:

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