

CITY OF NEW BRAUNFELS, TEXAS CITY COUNCIL MEETING



CITY HALL - COUNCIL CHAMBERS 550 LANDA STREET

MONDAY, DECEMBER 8, 2025 at 6:00 PM

Neal Linnartz, Mayor

Lawrence Spradley, Mayor Pro Tem (District 4)

Toni L. Carter, Councilmember (District 1)

Michael Capizzi, Councilmember (District 2)

D. Lee Edwards, Councilmember (District 3)

Lawrence Spradley, Mayor Pro Tem (District 4)

Mary Ann Labowski, Councilmember (District 5)

April Ryan, Councilmember (District 6)

Robert Camareno, City Manager

OUR MISSION

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

AGENDA

CALL TO ORDER

CALL OF ROLL: CITY SECRETARY

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

INVOCATION: COUNCILMEMBER CAPIZZI

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

PROCLAMATIONS:

A) David Schoenvogel

25-1468

CITIZENS COMMUNICATIONS

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

1. CONSENT AGENDA

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

Action Items

- A) Approval of the regular and executive session minutes <u>25-1509</u> for the November 24, 2025 council meeting.

 Gayle Wilkinson, City Secretary
- B) Approval of the City of New Braunfels FY 2025 Fourth <u>25-1470</u>

 Quarter Investment Report.

 Carren Ridge, Accounting and Treasury Manager
- C) Approval of one (1) Mayoral appointment of Serena <u>25-1477</u>
 Morris, with a term ending 11-30-2028 to the Partnership
 Committee.

 Gayle Wilkinson, City Secretary
- D) Approval of the first amended and restated development 25-1358 agreement between Lamar Advantage Holding Company and the City of New Braunfels related to the conversion of an existing static billboard (off-premises sign) to a digital billboard, on property on the south-bound side of IH 35 south of Alligator Creek, currently addressed at 4041 4029 S. IH 35 Christopher J. Looney, AICP, Planning Director
- E) Approval for purchases of vehicles with Chastang <u>25-1465</u>
 Autocar and Doggett Freightliner of South Texas for the
 Solid Waste Division and approval to declare replaced
 units as surplus.

 Shane Knudson, Fleet Manager
- F) Approval of recommended changes to the New Braunfels <u>25-1475</u>
 Downtown Board Bylaws, including the creation of a
 Standing Committee and a recommendation for City
 Council to appoint applicants
 Jeff Jewell, Economic and Community Development Director
- G) Approval of a Professional Services Agreement with <u>25-1489</u> Freese and Nichols, Inc. for the final plans, specifications, and estimates of the Alligator Creek Trail East Phase 1 Project.

Scott McClelland, Assistant Transportation and Construction Services Director

- H) Approval of an amendment to the Interlocal Cooperation <u>25-1513</u>
 Agreement between the City of New Braunfels and the New Braunfels Independent School district (NBISD) for the provision of School Resource Officers by the New Braunfels Police Department at NBISD locations.

 Osbaldo Flores, Chief of Police
- I) Approval of a Memorandum of Understanding with New <u>25-1511</u>
 Braunfels Utilities for the coordination of capital projects.

 Scott McClelland, Assistant Transportation and Construction Services Director

Ordinances

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

- J) Approval of the first reading of an ordinance, in 25-1370
 accordance with adopted agreements with the property owner, to annex for limited purposes Lots 1, 2, 3, and 4, Block 1, Mayfair North Ransom Commercial Subdivision, consisting of approximately 25 acres.

 Christopher J. Looney, AICP, Planning Director
- K) Approval of the first reading of an ordinance, in <u>25-1460</u> accordance with adopted agreements with the property owner, to annex for limited purposes Lots 1-9, and Lot 900, Block 1, Veramendi Precinct 11A Subdivision, and Lot 109, Block 19, Veramendi Precinct 11B Subdivision, consisting of approximately 45 acres.

 Christopher J. Looney, AICP, Planning Director
- L) Approval of the second and final reading of an ordinance 25-1497 to revise Section 126 Article IV Division 3 of the Code of Ordinances of the City of New Braunfels to restructure speed limits and school speed zones and remove the school zone associated with the previous New Braunfels ISD Ninth Grade Center.

 Carly Farmer, Assistant City Engineer
- M) Approval of the second and final reading of an ordinance <u>25-1498</u> to amend Section 126-133 of the Code of Ordinances of the City of New Braunfels to establish a school zone for Legend Point Elementary School.

 Carly Farmer, Assistant City Engineer

Posted On: 12/2/2025 3:22:50PM

- N) Approval of the second and final reading of an ordinance <u>25-1499</u> to amend Section 126-132 of the Code of Ordinances of the City of New Braunfels to lower the speed limit in the residential area bounded by Wood Road, Walnut Avenue, and Loop 337.
 - Carly Farmer, Assistant City Engineer
- O) Approval of the second and final reading of an 25-1500 ordinance, at the request of Toni and Joe Rios, to rezone approximately 0.2 of an acre out of the Buena Vista Addition Subdivision, Block 3, Greater Part of Lot 8, from C-3 (Commercial District) to C-3 SUP (Commercial District with Special Use Permit to allow Short Term currently addressed at 265 Rental of a residence), School Avenue

Christopher J. Looney, AICP, Planning Director

Applicant: Toni and Joe Rios

P) Approval of the second and final reading an 25-1501 of ordinance, at the request of Walmart Stores East, LP (Joe Frederick) on behalf of Frederick Frueholz, Estate (Joe H. Tays), regarding the proposed rezoning of approximately 72.097 acres out of the A.M. Esnaurizar Grant. No. 1. from APD AHAbstract Airport (Agricultural/Pre-development, Hazard Overlay District) to M-1A AH (Light Industrial, Airport Hazard Overlay District), generally located south of Kohlenberg Road and west of FM 1101

Christopher J. Looney, AICP, Planning Director Applicant: Walmart Stores East, LP (Joe Frederick)

- Q) Approval of the second and final reading of an ordinance <u>25-1508</u> to amend Chapter 144 Zoning, Subsection 2.1, to align rezoning public notices, protests, and sign requirements with state House Bill (HB) 24

 Christopher J. Looney, AICP, Planning Director
- R) Approval of the second and final reading of an ordinance <u>25-1510</u> amending the City's Code of Ordinances, Sec. 6-109, relating to home quarantine of animals

 Bryan V. Ruiz, Neighborhood Services Manager
- S) Approval of the second and final reading of an ordinance <u>25-1517</u> amending the New Braunfels Code of Ordinances,

Chapter 2. Sections 2-101 and 2-102. and Chapter 130-406. changing the membership criteria and composition of the Water/Wastewater **Impact** Fee Advisory Committee to comply with S.B. 1883.

Nathan Brown, Senior Assistant City Attorney

T) Approval of the second and final reading of an ordinance 25-1518 Braunfels amending the New Code of Ordinances, Chapter 100-20, changing the membership criteria and composition of the Roadway Impact Fee Advisory Committee to comply with S.B. 1883. Nathan Brown, Senior Assistant City Attorney

2. INDIVIDUAL ITEMS FOR CONSIDERATION

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

- A) Discuss and consider approval of a resolution of the City 25-1406 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 Kohlenberg Road to meet the existing and future needs of the City, in the event negotiations are unsuccessful:
 - a. Property owned by The Estate of Frederick Frueholz, Jr.: a 2.309 Acre (100,568 square foot) tract of land in the A.M. Esnaurizar Survey No. 98, of Comal County, Texas and being out of the called 239.708 acre tract conveyed to Frederick Frueholz Jr.. recorded No. 201306045302 of Official Document the Records of Comal County, Texas; and being more specifically out of the called 49.64 acre 1st Parcel of said 239.708 acres recorded as Volume 78, Page 399 - Tr. 2, Official Public Records of Comal County, Texas. (Comal County Parcel No. 71628)

Matthew Eckmann, Assistant Director of Public Works

B) Discuss and consider a resolution to approve the City of <u>25-1481</u> New Braunfels 2025 Thoroughfare Plan Update.

Jordan Matney, Deputy City Manager

Garry Ford, Transportation and Construction Services Director

3. EXECUTIVE SESSION

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

- A) Deliberate the appointment, evaluation, duties, discipline, <u>25-1345</u> or removal of the City Manager in accordance with Section 551.074 of the Texas Government Code.
- B) Deliberate pending/contemplated settlement 25-1496 litigation, matters privileged offer(s), and concerning and unprivileged client information deemed confidential Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, including but not limited to: Braunfels v. Stoddard Construction City of New Management, Inc. and Swiss Re Corporate Solutions America Insurance Corp.; C2024-1777D
- 4. <u>IF NECESSARY, RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION</u>
 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.

Coulo William on City Connectors

Gayle Wilkinson, City Secretary

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



City Council Agenda Item Report 12/8/2025

550 Landa Street New Braunfels, TX

Agenda Item No. A)

7

City of New Braunfels



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

WHEREAS, David and Stefanie Schoenvogel began operating the Miniature Train Concession in 1982 after the previous owners, Bill and Marjorie McCrary retired; they had operated the Concession since 1969; and

WHEREAS, with the approval of the New Braunfels Parks Board and City Council, David Schoenvogel extended the train track during the winter of 1985 – 1986 to its current layout; and

WHEREAS, the Schoenvogels' have maintained and operated the Miniature Train Concession over 40 years providing memories for generations who have visited Landa Park; and

WHEREAS, while maintaining the track, equipment and operating the train, David Schoenvogel provided assistance to park patrons regarding history, community events, and park services; and

WHEREAS, the Miniature Train has become the center attraction in Landa Park and David Schoenvogel with employed personnel are ambassadors for the community; and

WHEREAS, David Schoenvogel was a member of the New Braunfels Jaycees and the Eagles; presently a member of the Elks, the German-American Society, a life member of the VFW, and the Wurstfest Association.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, do hereby give honor and recognize

"Mr. David Schoenvogel"

along with the citizens of New Braunfels for his longstanding work and service in our community. .

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 8th day of December 2025.

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CITY OF NEW BRAUNFFI S



City Council Agenda Item Report 12/8/2025

Agenda Item No. A)

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Gayle Wilkinson, City Secretary

SUBJECT:

Approval of the regular and executive session minutes for the November 24, 2025 council meeting.

DRAFT - MINUTES OF THE NEW BRAUNFELS CITY COUNCIL REGULAR MEETING OF MONDAY, NOVEMBER 24, 2025

OUR MISSION

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

AGENDA

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

Councilmember Capizzi arrived at 6:58 p.m.

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

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

INVOCATION: COUNCILMEMBER CARTER

Councilmember Carter provided the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

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

PROCLAMATIONS:

A) Tree of Angels Day

Mayor Linnartz read the aforementioned proclamation.

Advocates from the Tree of Angels group came forward and accepted the proclamation.

B) National Nurse Practitioner Week

Mayor Linnartz read the aforementioned proclamation.

Representatives for nurse practitioners came forward and accepted the proclamation.

C) Wreaths Across America

Mayor Linnartz read the aforementioned proclamation.

Representatives with Wreaths Across America came forward and accepted the proclamation.

CITIZENS COMMUNICATIONS

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The following individual spoke at this time: Cody Akeroyd

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.

Mayor Pro Tem Spradley pulled item N from Consent Agenda.

Action Items

- A) Approval of the November 10, 2025 executive and regular city council meeting minutes, and the November 4, 2025 and November 17, 2025 special city council meeting minutes.
- B) Approval of a contract with TTL, Inc. for the final plans, specifications, and estimates for the Westside Library permanent building drain.
- C) Approval of FY 2025 budget amendments for the General Fund and Special Revenue Funds.
- D) Appointment of Jeff Hohl and Sidney Reed as a contract municipal court prosecutors.
- E) Approval of the format and content of the proposed petition and

service plan for the potential creation of a Tourism Public Improvement District as authorized by Chapter 372 of the Texas Local Government Code.

F) Approval of the acceptance of 2.153 acres of right of way out of a tract of land in the A.M. Esnaurizar Survey No. 98, of Comal County, Texas, and being out of Lot 1, Block 1 of the Continental Nautilus Subdivision, from Continental Autonomous Mobility US, LLC.

Resolutions

G) Approval of a resolution adopting the Title VI Non-Discrimination Plan.

Ordinances

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

- H) Approval of the first reading of an ordinance amending the New Braunfels Code of Ordinances, Chapter 2, Sections 2-101 and 2-102, and Chapter 130-406, changing the membership criteria and composition of the Water/Wastewater Impact Fee Advisory Committee to comply with S.B. 1883.
- I) Approval of the first reading of an ordinance amending the New Braunfels Code of Ordinances, Chapter 100-20, changing the membership criteria and composition of the Roadway Impact Fee Advisory Committee to comply with S.B. 1883.
- J) Approval of the first reading of an ordinance to amend Section 126-132 of the Code of Ordinances of the City of New Braunfels to lower the speed limit in the residential area bounded by Wood Road, Walnut Avenue, and Loop 337.
- K) Approval of the first reading of an ordinance amending the City's Code of Ordinances, Sec. 6-109, relating to home quarantine of animals.
- L) Approval of the first reading of an ordinance to revise Section 126 Article IV Division 3 of the Code of Ordinances of the City of New Braunfels to restructure speed limits and school speed zones and remove the school zone associated with the previous New Braunfels ISD Ninth Grade Center.
- M) Approval of the first reading of an ordinance to amend Section 126-133 of the Code of Ordinances of the City of New Braunfels to establish a school zone for Legend Point Elementary School.

N) Approval of the second and final reading of an ordinance amending the Code of Ordinances, Chapter 126, Sec. 126-355 (c), related to the downtown parking zone by adding an exception to enforcement.

This item was pulled by Mayor Pro Tem Spradley.

- O) Approval of the second and final reading of an ordinance, in accordance with adopted agreements with the property owner, to annex for limited purposes Lots 1R, 2R, and 3, Block 81, Mayfair Parcel EA-3 Subdivision, consisting of approximately 8.7 acres.
- P) Approval of the second and final reading of an ordinance to amend the City's Code of Ordinances: Chapter 144-5.3, regarding fences
- Q) Approval of the second and final reading of an ordinance to amend Section 14-27, International Building Code, and Section 14-29, International Residential Code, of the City of New Braunfels Code of Ordinances, regarding fence regulations.

Approval of the Consent Agenda

Mayor Linnartz read into record items G, H thru M, and O thru Q from the consent agenda. Mayor Pro Tem Spradley pulled consent item N for discussion.

Councilmember Ryan moved to approve consent items A thru M and O thru Q. Councilmember Labowski seconded the motion which passed unanimously.

Absent:

Councilmember Capizzi

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.

N) Approval of the second and final reading of an ordinance amending the Code of Ordinances, Chapter 126, Sec. 126-355 (c), related to the downtown parking zone by adding an exception to enforcement.

Mayor Pro Tem Spradley pulled this consent agenda item for discussion.

Mayor Linnartz read the aforementioned consent agenda item.

Mayor Pro Tem Spradley asked the ordinance to be explained in better detail.

Jeff Jewell addressed Mayor Pro Tem Spadley's request.

Pro Mavor Tem Spradley moved to approved the item. Councilmember Labowski seconded the item which passed unanimously.

Absent:

Councilmember Capizzi

A) Public hearing and first reading of an ordinance, at the request of Daniel Morales, to rezone approximately 0.2 of an acre out of City Block 5044 Subdivision, South portion of Lot A, from R-2 (Single-Family and Two-Family District) to C-O SUP (Commercial Office District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed at 215 Dittlinger Street

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this item providing a powerpoint and addressed questions. Daniel Morales added his remarks and addressed questions for his item.

The following individuals spoke at this time: Mike Martin, Rebbeca Bustos, Mrs. Dias, Gordan Shott, and Kelly Martin.

Councilmember **Edwards** moved to deny the motion. Councilmember the motion request which Ryan seconded to deny the passed unanimously.

Absent:

Councilmember Capizzi

B) Public hearing and first reading of an ordinance, at the request of Walmart Stores East, LP (Joe Frederick) on behalf of Frederick Frueholz, Jr. Estate (Joe H. Tays), regarding the proposed rezoning of approximately 72.097 acres out of the A.M. Esnaurizar Grant, Abstract No. 1, from APD AH (Agricultural/Pre-development, Airport Hazard Overlay District) to M-1A AH (Light Industrial, Airport Hazard Overlay District), generally located south of Kohlenberg Road and west of FM 1101

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this item providing a powerpoint and addressed questions from council. Ivan Heiman, with Walmart, also spoke continuing with a powerpoint and addressed questions from council.

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

Absent:

Councilmember Capizzi

C) Public hearing and first reading of an ordinance to amend Chapter 144 Zoning, Subsection 2.1, to align rezoning public notices, protests, and sign requirements with state House Bill (HB) 24.

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this item providing a powerpoint and addressed questions.

Councilmember Edwards moved to approve the item. Councilmember Labowski seconded the item which passed unanimously.

Absent:

Councilmember Capizzi

D) Public hearing and first reading of an ordinance, at the request of Toni and Joe Rios, to rezone approximately 0.2 of an acre out of the Buena Vista Addition Subdivision, Block 3, Greater Part of Lot 8, from C-3 (Commercial District) to C-3 SUP (Commercial District with Special Use Permit to allow Short Term Rental of a residence), currently addressed at 265 School Avenue

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this item providing a powerpoint and addressed questions. Joe Rios, the owner of the property, also spoke to this item and addressed questions.

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

E) Discuss and consider approval of a recommendation by the New Braunfels Economic Development Corporation (NBEDC) approving an

expenditure, of up to \$2,200,000, to The Neue, LLC., for a mixed-use development project and public infrastructure improvements, pursuant to Section 501.103 of the Texas Local Government Code.

Mayor Linnartz read the aforementioned item.

Jordan Matney presented this item providing a powerpoint and addressed questions from council.

The following individuals spoke at this time: Julie King, Chase Tayor, Thor Thornhill, Keith Dalton, Chaz Gallagher, Shane Hines, Max Harford, Russell Griddle, Ian Perez, and Clarissa DeSanto.

Councilmember Labowski moved to approve the item. Mayor Pro Tem Spradley seconded the motion which was approved unanimously.

3. **EXECUTIVE SESSION**

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

- A) Deliberate the appointment, evaluation, duties, discipline, or removal of the City Manager in accordance with Section 551.074 of the Texas Government Code.
- 4. <u>IF NECESSARY, RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION RELATING TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE.</u>

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

No action was taken at this time.

ADJOURNMENT

Mayor Linnartz adjoured the meeting at 8:01 p.m.
Neal Linnartz, Mayor
ATTEST:
Gayle Wilkinson, City Secretary

DRAFT - MINUTES OF THE NEW BRAUNFELS CITY COUNCIL - EXECUTIVE SESSION REGULAR MEETING OF MONDAY, NOVEMBER 24, 2025

AGENDA

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

Present 6 - Toni Carter, D. Lee Edwards, Neal Linnartz, Lawrence Spradley, Mary Ann Labowski, and April Ryan

Absent 1 - Michael Capizzi

1. **EXECUTIVE SESSIONS**

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

A) Deliberate the appointment, evaluation, duties, discipline, or removal of the City Manager in accordance with Section 551.074 of the Texas Government Code.

Mayor Linnartz read the aforementioned executive session item.

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

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

Mayor Linnartz adjourned executive session while in executive session.

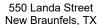
No action was taken.

ADJOURNMENT

Mayor Linnarrz adjourned while in Executive session.

By:	
	NEAL LINNARTZ, MAYOR

Attest:
GAYLE WILKINSON, CITY SECRETARY





City Council Agenda Item Report 12/8/2025

Agenda Item No. B)

PRESENTER:

Carren Ridge, Accounting and Treasury Manager

SUBJECT:

Approval of the City of New Braunfels FY 2025 Fourth Quarter Investment Report.

DEPARTMENT: Finance

COUNCIL DISTRICTS IMPACTED: N/A

BACKGROUND INFORMATION:

State of Texas statutes require quarterly investment reports be presented to the governing body of a municipality. In addition, the Investment Policy adopted annually by the City Council requires quarterly reporting to the City Council.

Attached for Council consideration is the FY 2025 Fourth Quarter Investment Report to meet these statutory requirements. As of September 30, 2025, the City had \$249,728,536 (market value) invested in different investment instruments including cash, as shown below. The portfolio increased by \$19,748,918 due to debt issuance proceeds.

Investment Type	Amount Invested (\$ in Millions)			
CDs Agencies Treasuries Pools Cash	\$ \$ \$ \$	9 13 2 150 76		
Total Investments	s_\$	250		
Weighted Average Maturity of Portfolio Weighted Average Yield for Portfolio Earned Income QTR Earned Income FYTD	\$ \$	39 days 3.77% 2,360,580 9,939,307		

The weighted average maturity of the City's portfolio increased by nineteen days in the fourth quarter of FY

2025 compared to the third quarter. This increase is attributed to the maturity of an agency coupon and purchases of certificates of deposit.

The weighted average yield of the City's investments for the fourth quarter was 3.77%, a decrease of .30% from the third quarter of FY 2025. The decrease is attributed to a drop in overall market yields and an increased balance at Frost Bank.

We continue to research safe investment options in a changing rate environment while being mindful of the cashflow needs of bond projects and security of principal.

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

Strategic Priority: Organizational Excellence

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached investment report.





Investment Report

Fourth Quarter

July 2025 - September 2025





City of New Braunfels Portfolio Management Portfolio Summary September 30, 2025

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 365 Equiv.
Non-Neg CD's	8,500,000.00	8,500,000.00	8,500,000.00	3.40	375	319	3.970
Federal Agency Coupon Securities	13,000,000.00	12,893,837.00	12,807,806.36	5.13	716	488	4.049
Treasury Coupon Securities	2,500,000.00	2,498,945.00	2,503,525.00	1.00	561	196	3.654
TexPool	100,107,962.77	100,107,962.77	100,107,962.77	40.10	1	1	4.252
Texas Class	26,247,798.72	26,247,798.72	26,247,798.72	10.51	1	1	4.189
Texas FIT	23,736,490.64	23,736,490.64	23,736,490.64	9.51	1	1	4.160
Frost Bank	75,743,502.05	75,743,502.05	75,743,502.05	30.34	1	1	2.784
Investments	249,835,754.18	249,728,536.18	249,647,085.54	100.00%	56	39	3.765

Total Earnings	September 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending	
Current Year	854,339.59	9,939,306.52	9,939,306.52	
Average Daily Balance	250,011,260.06	240,437,296.41		
Effective Rate of Return	4.16%	4.13%		

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

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

Carren Ridge

Carren Ridge, Accounting and Treasury Manager

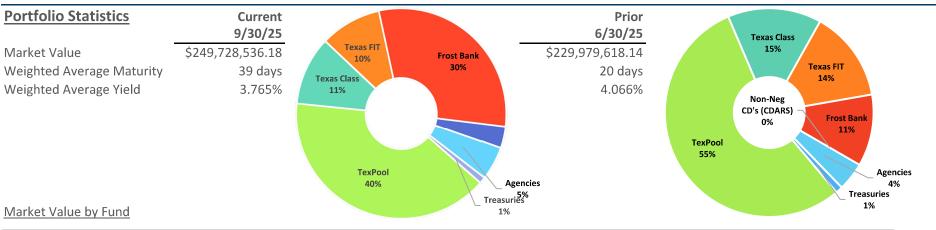
Becky Wiatrek

Becky Wiatrek, Assistant Finance Director

Sandy Paulos

Sandy Paulos, Finance Director

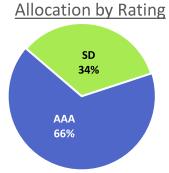




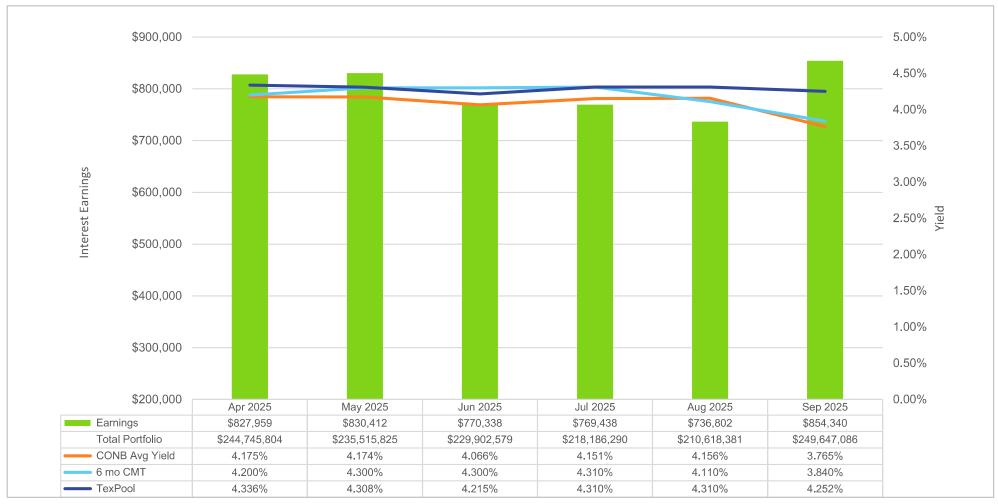




		Allocation	
Rating Distribution	Book Value	<u>Percentage</u>	Rating
Secured Deposits	\$ 84,243,502.05	33.75%	SD
Investment Pools	\$ 150,092,252.13	60.13%	AAA
Federal Agencies/Treasuries	\$ 15,311,331.36	<u>6.13</u> %	AAA
	\$249,647,085.54	100.00%	



Earnings History



City of New Braunfels Investment Portfolio Detail as of September 30, 2025

				//	1501 50, 2025						
CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	үтм/с	Market Price	Market Date	Maturity Date
General Fund											
Federal Agency Cou	pon Securities										
31424WJW3	Federal Agriculture Mortage Co	6/27/2024	2,500,000.00	2,499,375.00	2,499,375.00	5.220	247	5.232	100.0859	9/30/2025	6/5/2026
3133ERVU2	Federal Farm Credit Bnk	10/2/2024	2,500,000.00	2,495,760.00	2,497,600.00	3.500	366	3.550	99.8304	9/30/2025	10/2/2026
3135G06L2	Federal National Mtg Assn	12/20/2024	3,000,000.00	2,901,177.00	2,803,950.00	0.875	443	4.330	96.7059	9/30/2025	12/18/2026
Frost Bank											
FROST	Frost Bank	10/1/2021	2,538,945.50	2,538,945.50	2,538,945.50	0.900	1	0.900			
FROST REPO	Frost Bank	1/11/2023	71,981,000.00	71,981,000.00	71,981,000.00	2.883	1	2.883			
Non-Neg CD's											
1031437098	Bank of America-CDARS	7/3/2025	1,322,500.00	1,322,500.00	1,322,500.00	4.143	274	4.143			7/2/2026
1031835565	Bank of America-CDARS	9/11/2025	800,000.00	800,000.00	800,000.00	3.595	708	3.595			9/9/2027
1031886127	Bank of America-CDARS	9/18/2025	1,200,000.00	1,200,000.00	1,200,000.00	3.537	715	3.537			9/16/2027
TexPool											
7883900001	TexPool	10/1/2021	7,538,865.38	7,538,865.38	7,538,865.38	4.252	1	4.252			
Treasury Coupon Se		10/1/2021			2 502 505 00	0.750	100			0 /00 /0005	. (
91282CGV7	U.S. Treasury	10/1/2024	2,500,000.00 \$95,881,310.88	2,498,945.00 \$95,776,567.88	2,503,525.00 \$95,685,760.88	3.750	196	3.654	99.9578	9/30/2025	4/15/2026
2023 GO Issu	ance 2 (2025 GO)										
Federal Agency Cou	pon Securities										
3133ETVJ3 TexPool	Federal Farm Credit Bnk	9/19/2025	5,000,000.00	4,997,525.00	5,006,881.36	3.625	695	3.550	99.9505	9/30/2025	8/27/2027
7883900034	TexPool	9/4/2025	40,068,823.48	40,068,823.48	40,068,823.48	4.252	1	4.252			
			\$45,068,823.48	\$45,066,348.48	\$45,075,704.84						
NB Dev Autho	ority										
Frost Bank											
RESERVE	Frost Bank	10/1/2021	1,223,556.55	1,223,556.55	1,223,556.55	0.900	1	0.900			
TexPool							_				
7883900019	TexPool	10/1/2021	836,949.43	836,949.43	836,949.43	4.252	1	4.252			
			\$2,060,505.98	\$2,060,505.98	\$2,060,505.98						
NB EDC											
Texas Class											
TX-01-0331-4004	Texas Class	10/1/2021	14,369,371.31	14,369,371.31	14,369,371.31	4.189	1	4.189			
			\$14,369,371.31	\$14,369,371.31	\$14,369,371.31						
Grant Fund											
<u>Granic rania</u>											
Texas FIT											
1379800056	Texas FIT	10/1/2021	103,230.56	103,230.56	103,230.56	4.160	1	4.160			
			\$103,230.56	\$103,230.56	\$103,230.56						
Equipment Ro	epl Fund										
ToyDool											
TexPool	TauDaal	10/1/2021	1 127 100 01	1 127 100 01	1 127 100 01	4.252	4	4.353			
7883900022	TexPool	10/1/2021	1,127,498.81	1,127,498.81	1,127,498.81	4.252	1	4.252			
			\$1,127,498.81	\$1,127,498.81	\$1,127,498.81						

City of New Braunfels Investment Portfolio Detail as of September 30, 2025

Investment #	Issuer	Date	Par Value	Market Value	Book Value	Chahad Daka	B. A. make everitee a	VTRA/C	Price	Data	Maturity Det-
			rai value	iviai ket value	DOOK Value	Stated Rate	Maturity	YTM/C	Price	Date	Maturity Date
Rec Center Op	os & Maint										
TexPool											
7883900032	TexPool	3/1/2025	971,597.51	971,597.51	971,597.51	4.252	1	4.252			
			\$971,597.51	\$971,597.51	\$971,597.51						
2008 CO's											
TexPool											
7883900005	TexPool	10/1/2021	408,624.46	408,624.46	408,624.46	4.252	1	4.252			
		,_,	\$408,624.46	\$408,624.46	\$408,624.46						
Roadway Dev	<u>Fund</u>										
Texas Class	_										
TX-01-0331-4003	Texas Class	10/1/2021	6,284,507.56	6,284,507.56	6,284,507.56	4.189	1	4.189			
		, -,	\$6,284,507.56	\$6,284,507.56	\$6,284,507.56		_				
2013 Bond Pro	ogram										
	 ,										
TexPool 7883900012	TexPool	10/1/2021	888.86	888.86	888.86	4.252	1	4.252			
7883900015	TexPool	10/1/2021	4,135,138.47	4,135,138.47	4,135,138.47	4.252	1	4.252			
		•	\$4,136,027.33	\$4,136,027.33	\$4,136,027.33						
2014 Capital P	Projects Projects										
TexPool											
7883900013	TexPool	10/1/2021	49.16	49.16	49.16	4.252	1	4.252			
7883900014	TexPool	10/1/2021	1,796.77	1,796.77	1,796.77	4.252	1	4.252			
			\$1,845.93	\$1,845.93	\$1,845.93						
2019 Bond Pro	<u>ogram</u>										
Non-Neg CD's											
1031437071	Bank of America-CDARS	7/3/2025	1,000,000.00	1,000,000.00	1,000,000.00	4.277	93	4.277			1/2/202
1031835514	Bank of America-CDARS	9/11/2025	1,000,000.00	1,000,000.00	1,000,000.00	3.942	162	3.942			3/12/202
1031835549 TexPool	Bank of America-CDARS	9/11/2025	1,000,000.00	1,000,000.00	1,000,000.00	3.749	344	3.749			9/10/202
7883900017	TexPool	10/1/2021	24,767,771.21	24,767,771.21	24,767,771.21	4.252	1	4.252			
			\$27,767,771.21	\$27,767,771.21	\$27,767,771.21						
2020 CO's											
TexPool											
7883900028	TexPool	10/1/2021	2,436,418.05	2,436,418.05	2,436,418.05	4.252	1	4.252			
			\$2,436,418.05	\$2,436,418.05	\$2,436,418.05						
2023 Bond Pro	ogram_										
Texas FIT											
1379800060	Texas FIT	10/1/2021	722,875.90	722,875.90	722,875.90	4.160	1	4.160			
1379900099	Texas FIT	10/4/2023	\$23,633,260.08	22,910,384.18 \$23,633,260.08	\$23,633,260.08	4.160	1	4.160			

City of New Braunfels
Investment Portfolio Detail
as of September 30, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	үтм/с	Market Price	Market Date	Maturity Date
2022 Tax Not							· · ·	·			·
exPool	<u>us</u>										
7883900029	TexPool	9/13/2022	2,389,013.37 \$2,389,013.37	2,389,013.37 \$2,389,013.37	2,389,013.37 \$2,389,013.37	4.252	1	4.252			
2023 Tax Not	<u>es</u>										
exPool 883900031	TexPool	10/4/2023	198,586.55 \$198,586.55	198,586.55 \$198,586.55	198,586.55 \$198,586.55	4.252	1	4.252			
2024 Tax Not	es		Ģ130,300.33	7130,300.33	7130,300.33						
exPool											
883900033	TexPool	3/1/2025	1,022,734.30 \$1,022,734.30	1,022,734.30 \$1,022,734.30	1,022,734.30 \$1,022,734.30	4.252	1	4.252			
IBEDC 2023 (CO's										
exPool 883900030	TexPool	10/4/2023	11,069,950.24 \$11,069,950.24	11,069,950.24 \$11,069,950.24	11,069,950.24 \$11,069,950.24	4.252	1	4.252			
Debt Service	<u>Fund</u>										
exas Class X-01-0331-4001	Texas Class	10/1/2021	3,043,393.14 \$ 3,043,393.14	3,043,393.14 \$3,043,393.14	3,043,393.14 \$3,043,393.14	4.189	1	4.189			
Solid Waste F	und			, , ,							
on-Neg CD's 031437063	Bank of America-CDARS	7/3/2025	1,000,000.00	1,000,000.00	1,000,000.00	4.297	1	4.297			10/2/20
exPool 883900025	TexPool	10/1/2021	3,096,023.66 \$4,096,023.66	3,096,023.66 \$4,096,023.66	3,096,023.66 \$ 4,096,023.66	4.252	1	4.252			
elf Insurance	<u> Fund</u>										
exas Class X-01-0331-4002	Texas Class	10/1/2021	2,550,526.71 \$ 2,550,526.71	2,550,526.71 \$2,550,526.71	2,550,526.71 \$2,550,526.71	4.189	1	4.189			
HOT/Motel F	<u>und</u>										
on-Neg CD's 031437098	Bank of America-CDARS	7/3/2025	1,177,500.00	1,177,500.00	1,177,500.00	4.143	274	4.143			7/2/2
ex Pool 883900008	TexPool	10/1/2021	37,233.06 \$1,214,733.06	37,233.06 \$1,214,733.06	37,233.06 \$1,214,733.06	4.252	1	4.252			

Total

249,835,754.18

249,728,536.18

249,647,085.54



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

Inv#	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value Beginning	Purchases/	Dedenotion	Observa in Value	Ending Book Value Ending
Cusip	Par Value	YTM	Mat Date	Interest Received	Market Value	Additions	Redemptions	Change in Value	Market Value
Fund: General Fund									
10018	TXCLS	101	02/28/2022	0.00	0.00	0.00	0.00	0.00	0.00
TX-01-0331-0001	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
10019	TXPOOL	101	10/01/2021	697,198.49	69,841,666.89	697,198.49	63,000,000.00	-62,302,801.51	7,538,865.38
7883900001	7,538,865.38	4.252	11	697,198.49	69,841,666.89	697,198.49	63,000,000.00	-62,302,801.51	7,538,865.38
10034	FRST	101	10/01/2021	218.87	3,486,912.90	92,466.35	1,040,214.88	-947,967.40	2,538,945.50
FROST	2,538,945.50	0.900	11	218.87	3,486,912.90	92,466.35	1,040,214.88	-947,967.40	2,538,945.50
10058	FRST	101	01/11/2023	111,375.05	20,818,000.00	62,623,375.05	11,349,000.00	51,163,000.00	71,981,000.00
FROST REPO	71,981,000.00	2.883	11	111,375.05	20,818,000.00	62,623,375.05	11,349,000.00	51,163,000.00	71,981,000.00
10085	FAMCA	101	06/27/2024	32,625.00	2,499,375.00	0.00	0.00	0.00	2,499,375.00
31424WJW3	2,500,000.00	5.232	06/05/2026	0.00	2,499,375.00	0.00	0.00	0.00	2,499,375.00
10096	FNMA	101	12/20/2024	6,562.50	2,803,950.00	0.00	0.00	0.00	2,803,950.00
3135G06L2	3,000,000.00	4.330	12/18/2026	0.00	2,870,376.00	0.00	0.00	30,801.00	2,901,177.00
10097	FFCB	101	10/02/2024	21,875.00	2,497,600.00	0.00	0.00	0.00	2,497,600.00
3133ERVU2	2,500,000.00	3,550	10/02/2026	0.00	2,483,305.00	0.00	0.00	12,455.00	2,495,760.00
10098	FHLMC	101	10/01/2024	2,135.42	2,415,575.00	0.00	2,500,000.00	-2,415,575.00	0.00
3137EAEX3	0.00	0.000	09/23/2025	4,687.50	2,477,222.50	0.00	2,500,000.00	-2,477,222.50	0.00
10099	USTR	101	10/01/2024	23,565.57	2,503,525.00	0.00	0.00	0.00	2,503,525.00
91282CGV7	2,500,000.00	3.654	04/15/2026	0.00	2,493,505.00	0.00	0.00	5,440.00	2,498,945.00
10107	CDARS	101	07/03/2025	13,510.83	0.00	1,322,500.00	0.00	1,322,500.00	1,322,500.00
1031437098	1,322,500.00	4.143	07/02/2026	9,022.09	0.00	1,322,500.00	0.00	1,322,500.00	1,322,500.00
10109	CDARS	101	09/11/2025	1,575.80	0.00	800,000.00	0.00	800,000.00	800,000.00
1031835565	800,000.00	3.594	09/09/2027	1,577.28	0.00	800,000.00	0.00	800,000.00	800,000.00

Inv#	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
10112	CDARS	101	09/18/2025	1,511.65	0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00
1031886127	1,200,000.00	3.536	09/16/2027	1,512.53	0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00
	Sub Tota	als For: Fund	: General Fund	912,154.18	106,866,604.79	66,735,539.89	77,889,214.88	-11,180,843.91	95,685,760.88
				825,591.81	106,970,363.29	66,735,539.89	77,889,214.88	-11,193,795.41	95,776,567.88
Fund: 2023 GO Issuan	ce 2 (
10113	FFCB	2023 GO	09/19/2025	6,041.67	0.00	5,006,881.36	0.00	5,006,881.36	5,006,881.36
3133ETVJ3	5,000,000.00	3.550	08/27/2027	0.00	0.00	5,006,881.36	0.00	4,997,525.00	4,997,525.00
10114	TXPOOL	2023 GO	09/04/2025	68,823.48	0.00	40,068,823.48	0.00	40,068,823.48	40,068,823.48
7883900034	40,068,823.48	4.252	11	68,823.48	0.00	40,068,823.48	0.00	40,068,823.48	40,068,823.48
	Sub Totals For:	Fund: 2023 G	GO Issuance 2 (74,865.15	0.00	45,075,704.84	0.00	45,075,704.84	45,075,704.84
				68,823.48	0.00	45,075,704.84	0.00	45,066,348.48	45,066,348.48
Fund: NB Dev Authorit	ty								
10020	TXPOOL	211	10/01/2021	8,985.54	827,963.89	8,985.54	0.00	8,985.54	836,949.43
7883900019	836,949.43	4.252	/ /	8,985.54	827,963.89	8,985.54	0.00	8,985.54	836,949.43
10035	FRST	211	10/01/2021	107.10	1,223,449.45	107.10	0.00	107.10	1,223,556.55
RESERVE	1,223,556.55	0.900	11	107.10	1,223,449.45	107.10	0.00	107.10	1,223,556.55
	Sub Totals I	For: Fund: NE	Dev Authority	9,092.64	2,051,413.34	9,092.64	0.00	9,092.64	2,060,505.98
				9,092,64	2,051,413.34	9,092.64	0.00	9,092.64	2,060,505.98
Fund: NB EDC									
10014	TXCLS	212	10/01/2021	152,236.25	14,217,135.06	152,236.25	0.00	152,236.25	14,369,371.31
TX-01-0331-4004	14,369,371.31	4.188	11	152,236.25	14,217,135.06	152,236.25	0.00	152,236.25	14,369,371.31
	Su	b Totals For:	Fund: NB EDC	152,236.25	14,217,135.06	152,236.25	0.00	152,236.25	14,369,371.31
				152,236.25	14,217,135.06	152,236.25	0.00	152,236.25	14,369,371.31
Fund: Grant Fund									
10011	TXFIT	220	10/01/2021	54,594.08	5,142,241.97	54,594.08	5,093,605.49	-5,039,011.41	103,230.56
1379800056	103,230.56	4.160	/ /	54,594.08	5,142,241.97	54,594.08	5,093,605.49	-5,039,011.41	103,230.56

Inv#	Issuer Par Value	Fund YTM	Purch Date Mat Date	Interest Accrual	Beginning Book Value Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value Ending Market Value
	Sub To	tals For: Fur	nd: Grant Fund	54,594.08	5,142,241.97	54,594.08	5,093,605.49	-5,039,011.41	103,230.56
				54,594.08	5,142,241.97	54,594.08	5,093,605.49	-5,039,011.41	103,230.56
Fund: Equipment Repl	Fund								
10021	TXPOOL	260	10/01/2021	12,104.85	1,115,393.96	12,104.85	0.00	12,104.85	1,127,498.81
7883900022	1,127,498.81	4.252	11	12,104.85	1,115,393.96	12,104.85	0.00	12,104.85	1,127,498.81
	Sub Totals For: F	und: Equipn	nent Repl Fund	12,104.85	1,115,393.96	12,104.85	0.00	12,104.85	1,127,498.81
				12,104.85	1,115,393.96	12,104.85	0.00	12,104.85	1,127,498.81
Fund: Enterprise Maint	:/Equ								
10022	TXPOOL	262	10/01/2021	0.00	0.00	0.00	0.00	0.00	0.00
7883900018	0.00	0.000	11	0.00	0.00	0.00	0.00	0.00	0.00
	Sub Totals For: F	und: Enterp	rise Maint/Equ	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: Rec Center Ops	& Mai								
10103	TXPOOL	264	03/01/2025	10,430.69	961,166.45	10,431.06	0.00	10,431.06	971,597.51
7883900032	971,597.51	4.252	11	10,431.06	961,166.45	10,431.06	0.00	10,431.06	971,597.51
	Sub Totals For: Fu	ınd: Rec Ce	nter Ops & Mai	10,430.69	961,166.45	10,431.06	0.00	10,431.06	971,597.51
				10,431.06	961,166.45	10,431.06	0.00	10,431.06	971,597.51
Fund: 2008 CO's									
10023	TXPOOL	308	10/01/2021	4,386.97	404,237.49	4,386.97	0.00	4,386.97	408,624.46
7883900005	408,624.46	4.252	11	4,386.97	404,237.49	4,386.97	0.00	4,386.97	408,624.46
	Sub To	otals For: Fu	ınd: 2008 CO's	4,386.97	404,237.49	4,386.97	0.00	4,386.97	408,624.46
				4,386.97	404,237.49	4,386.97	0.00	4,386.97	408,624.46
Fund: Roadway Dev Fu	ınd								
10015	TXCLS	336	10/01/2021	66,581.22	6,217,926.34	66,581.22	0.00	66,581.22	6,284,507.56
TX-01-0331-4003	6,284,507.56	4.188	11	66,581.22	6,217,926.34	66,581.22	0.00	66,581.22	6,284,507.56

Inv#	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value Beginning	Purchases/			Ending Book Value Ending
Cusip	Par Value	YTM	Mat Date	Interest Received	Market Value	Additions	Redemptions	Change in Value	Market Value
	Sub Totals For	r: Fund: Road	way Dev Fund	66,581.22	6,217,926.34	66,581.22	0.00	66,581.22	6,284,507.56
				66,581.22	6,217,926.34	66,581.22	0.00	66,581.22	6,284,507.56
Fund: 2013 Bond Program	1								
10024	TXPOOL	350	10/01/2021	9.23	879.63	9.23	0.00	9.23	888.86
7883900012	888.86	4.252	1 1	9.23	879.63	9.23	0.00	9.23	888.86
10025	TXPOOL	350	10/01/2021	44,394.91	4,090,743.56	44,394.91	0.00	44,394.91	4,135,138.47
7883900015	4,135,138.47	4.252	11	44,394.91	4,090,743.56	44,394.91	0.00	44,394.91	4,135,138.47
	Sub Totals For	: Fund: 2013 l	Bond Program	44,404.14	4,091,623.19	44,404.14	0.00	44,404.14	4,136,027.33
				44,404.14	4,091,623.19	44,404.14	0.00	44,404.14	4,136,027.33
Fund: 2012 CO's									
10026	TXPOOL	352	10/01/2021	0.00	0.00	0.00	0.00	0.00	0.00
7883900010	0.00	0.000	11	0.00	0.00	0.00	0.00	0.00	0.00
	Sub 1	Γotals For: Fu	nd: 2012 CO's	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: 2014 Capital Project	t								
10027	TXPOOL	354	10/01/2021	0.92	48.24	0.92	0.00	0.92	49.16
7883900013	49.16	4.252	/ /	0.92	48.24	0.92	0.00	0.92	49.16
10028	TXPOOL	354	10/01/2021	19.20	1,777.57	19.20	0.00	19.20	1,796.77
7883900014	1,796.77	4.252	11	19.20	1,777 <u>.</u> 57	19.20	0.00	19.20	1,796.77
	Sub Totals For	: Fund: 2014 (Capital Project	20.12	1,825.81	20.12	0.00	20.12	1,845.93
				20.12	1,825.81	20.12	0.00	20.12	1,845.93
Fund: 2019 Bond Program	1								
10012	TXFIT	359	10/01/2021	0.00	0.00	0.00	0.00	0.00	0.00
1379800059	0.00	0.000	11	0.00	0.00	0.00	0.00	0.00	0.00
10029	TXPOOL	359	10/01/2021	295,489.46	28,472,281.75	295,489.46	4,000,000.00	-3,704,510.54	24,767,771.21
7883900017	24,767,771.21	4.252	11	295,489.46	28,472,281.75	295,489.46	4,000,000.00	-3,704,510.54	24,767,771.21

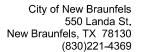
Inv#	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
10106	CDARS	359	07/03/2025	10,547.16	0.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00
1031437071	1,000,000.00	4.277	01/02/2026	10,565.13	0.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00
10110	CDARS	359	09/11/2025	2,159.73	0.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00
1031835514	1,000,000.00	3.941	03/12/2026	2,161.97	0.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00
10111	CDARS	359	09/11/2025	2,054.27	0.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00
1031835549	1,000,000.00	3.749	09/10/2026	2,056.28	0.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00
	Sub Totals For:	Fund: 2019	Bond Program	310,250.62	28,472,281.75	3,295,489.46	4,000,000.00	-704,510.54	27,767,771.21
				310,272.84	28,472,281.75	3,295,489.46	4,000,000.00	-704,510.54	27,767,771.21
Fund: 2020 CO's									
10030	TXPOOL	360	10/01/2021	26,157.44	2,410,260.61	26,157.44	0.00	26,157.44	2,436,418.05
7883900028	2,436,418.05	4.252	/ /	26,157.44	2,410,260.61	26,157.44	0.00	26,157.44	2,436,418.05
	Sub To	otals For: Fu	und: 2020 CO's	26,157.44	2,410,260.61	26,157.44	0.00	26,157.44	2,436,418.05
				26,157.44	2,410,260.61	26,157.44	0.00	26,157.44	2,436,418.05
Fund: 2023 Bond Progran	n								
10013	TXFIT	361	10/01/2021	7,682.72	715,193.18	7,682.72	0.00	7,682.72	722,875.90
1379800060	722,875.90	4.160	/ /	7,682.72	715,193.18	7,682.72	0.00	7,682.72	722,875.90
10063	TXFIT	361	10/04/2023	279,071.97	26,617,312.21	279,071.97	3,986,000.00	-3,706,928.03	22,910,384.18
1379900099	22,910,384.18	4.160	/ /	279,071.97	26,617,312.21	279,071.97	3,986,000.00	-3,706,928.03	22,910,384.18
	Sub Totals For:	Fund: 2023	Bond Program	286,754.69	27,332,505.39	286,754.69	3,986,000.00	-3,699,245.31	23,633,260.08
				286,754.69	27,332,505.39	286,754.69	3,986,000.00	-3,699,245.31	23,633,260.08
Fund: 2022 Tax Notes									
10046	TXPOOL	362	09/13/2022	25,648.54	2,363,364.83	25,648.54	0.00	25,648.54	2,389,013.37
7883900029	2,389,013.37	4.252	11	25,648.54	2,363,364.83	25,648.54	0.00	25,648.54	2,389,013.37
	Sub Totals	For: Fund: 2	2022 Tax Notes	25,648.54	2,363,364.83	25,648.54	0.00	25,648.54	2,389,013.37
				25,648.54	2,363,364.83	25,648.54	0.00	25,648.54	2,389,013.37

Fund: 2023 Tax Notes

Inv#	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value Beginning	Purchases/			Ending Book Value Ending
Cusip	Par Value	YTM	Mat Date	Interest Received	Market Value	Additions	Redemptions	Change in Value	Market Value
10062	TXPOOL	364	10/04/2023	2,132.07	196,454.48	2,132.07	0.00	2,132.07	198,586.55
7883900031	198,586.55	4.252	11	2,132.07	196,454.48	2,132.07	0.00	2,132.07	198,586.55
	Sub Totals	For: Fund: 2	2023 Tax Notes	2,132.07	196,454.48	2,132.07	0.00	2,132.07	198,586.55
				2,132.07	196,454.48	2,132.07	0.00	2,132.07	198,586.55
Fund: 2024 Tax Notes									
10104	TXPOOL	365	03/01/2025	10,979.74	1,011,754.17	10,980.13	0.00	10,980.13	1,022,734.30
7883900033	1,022,734.30	4.252	11	10,980.13	1,011,754.17	10,980.13	0.00	10,980.13	1,022,734.30
	Sub Totals	s For: Fund: 2	2024 Tax Notes	10,979.74	1,011,754.17	10,980.13	0.00	10,980.13	1,022,734.30
				10,980.13	1,011,754.17	10,980.13	0.00	10,980.13	1,022,734.30
Fund: NBEDC 2023 CO's									
10061	TXPOOL	366	10/04/2023	118,847.20	10,951,103.04	118,847.20	0.00	118,847.20	11,069,950.24
7883900030	11,069,950.24	4.252	11	118,847.20	10,951,103.04	118,847.20	0.00	118,847.20	11,069,950.24
	Sub Totals F	or: Fund: NBI	EDC 2023 CO's	118,847.20	10,951,103.04	118,847.20	0.00	118,847.20	11,069,950.24
				118,847.20	10,951,103.04	118,847.20	0.00	118,847.20	11,069,950.24
Fund: Debt Service Fund									
10016	TXCLS	401	10/01/2021	71,229.87	10,472,163.27	71,229.87	7,500,000.00	-7,428,770.13	3,043,393.14
TX-01-0331-4001	3,043,393.14	4.188	/ /	71,229.87	10,472,163.27	71,229.87	7,500,000.00	-7,428,770.13	3,043,393.14
	Sub Totals Fo	or: Fund: Deb	t Service Fund	71,229.87	10,472,163.27	71,229.87	7,500,000.00	-7,428,770.13	3,043,393.14
				71,229.87	10,472,163.27	71,229.87	7,500,000.00	-7,428,770.13	3,043,393.14
Fund: Solid Waste Fund									
10031	TXPOOL	521	10/01/2021	33,238.97	3,062,784.69	33,238.97	0.00	33,238.97	3,096,023.66
7883900025	3,096,023.66	4.252	11	33,238.97	3,062,784.69	33,238.97	0.00	33,238.97	3,096,023.66
10105	CDARS	521	07/03/2025	10,594.40	0.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00
1031437063	1,000,000.00	4.296	10/02/2025	10,612.56	0.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00
	Sub Totals F	or: Fund: Sol	lid Waste Fund	43,833.37	3,062,784.69	1,033,238.97	0.00	1,033,238.97	4,096,023.66
				43,851.53	3,062,784.69	1,033,238.97	0.00	1,033,238.97	4,096,023.66

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Inv#	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value Beginning	Purchases/			Ending Book Value Ending
Cusip	Par Value	YTM	Mat Date	Interest Received	Market Value	Additions	Redemptions	Change in Value	Market Value
Fund: Self Insurance Fur	nd								
10017	TXCLS	601	10/01/2021	27,021.60	2,523,505.11	27,021.60	0.00	27,021.60	2,550,526.71
TX-01-0331-4002	2,550,526.71	4.188	11	27,021.60	2,523,505.11	27,021.60	0.00	27,021.60	2,550,526.71
	Sub Totals For:	Fund: Self I	nsurance Fund	27,021.60	2,523,505.11	27,021.60	0.00	27,021.60	2,550,526.71
				27,021.60	2,523,505.11	27,021.60	0.00	27,021.60	2,550,526.71
Fund: HOT/Motel Fund									
10032	TXPOOL	794	10/01/2021	399.66	36,833.40	399.66	0.00	399.66	37,233.06
7883900008	37,233.06	4.252	11	399.66	36,833.40	399.66	0.00	399.66	37,233.06
10108	CDARS	794	07/03/2025	12,029.49	0.00	1,177,500.00	0.00	1,177,500.00	1,177,500.00
1031437098	1,177,500.00	4.143	07/02/2026	12,049.35	0.00	1,177,500.00	0.00	1,177,500.00	1,177,500.00
	Sub Totals F	or: Fund: H	OT/Motel Fund	12,429.15	36,833.40	1,177,899.66	0.00	1,177,899.66	1,214,733.06
				12,449.01	36,833.40	1,177,899.66	0.00	1,177,899.66	1,214,733.06
		Report	Grand Totals:	2,276,154.58	229,902,579.14	118,240,495.69	98,468,820.37	19,744,506.40	249,647,085.54
				2,183,611.54	230,006,337.64	118,240,495.69	98,468,820.37	19,722,198.54	249,728,536.18





City of New Braunfels Total Earnings Sorted by Fund - Issuer July 1, 2025 - September 30, 2025

Adjusted Interest

Earnings

CUSIP	Investment #	Fund	Issuer	Ending Par Value	Beginning Book Value	Ending Book Value	Current Rate	Annualized Yield	Interest Earned	Amortization Accretion	Realized GainI/Loss	Adjusted Earnings
Fund: Gener	al Fund											
1031437098	10107	101	CDARS	1,322,500.00	0.00	1,322,500.00	4.143	4.143	13,510.83	0.00	0.00	13,510.83
1031835565	10109	101	CDARS	800,000.00	0.00	800,000.00	3.595	3.595	1,575.80	0.00	0.00	1,575.80
1031886127	10112	101	CDARS	1,200,000.00	0.00	1,200,000.00	3.537	3.537	1,511.65	0.00	0.00	1,511.65
31424WJW3	10085	101	FAMCA	2,500,000.00	2,499,375.00	2,499,375.00	5.220	5.179	32,625.00	0.00	0.00	32,625.00
3133ERVU2	10097	101	FFCB	2,500,000.00	2,497,600.00	2,497,600.00	3.500	3.475	21,875.00	0.00	0.00	21,875.00
3137EAEX3	10098	101	FHLMC	0.00	2,415,575.00	0.00	0.375	15.571	2,135.42	0.00	84,425.00	86,560.42
3135G06L2	10096	101	FNMA	3,000,000.00	2,803,950.00	2,803,950.00	0.875	0.929	6,562.50	0.00	0.00	6,562.50
FROST	10034	101	FRST	2,538,945.50	3,486,912.90	2,538,945.50	0.900	0.025	218.87	0.00	0.00	218.87
FROST REPO	10058	101	FRST	71,981,000.00	20,818,000.00	71,981,000.00	2.883	2.123	111,375.05	0.00	0.00	111,375.05
7883900001	10019	101	TXPOOL	7,538,865.38	69,841,666.89	7,538,865.38	4.252	3.960	697,198.49	0.00	0.00	697,198.49
91282CGV7	10099	101	USTR	2,500,000.00	2,503,525.00	2,503,525.00	3.750	3.734	23,565.57	0.00	0.00	23,565.57
			Subtotal	95,881,310.88	106,866,604.79	95,685,760.88		3.651	912,154.18	0.00	84,425.00	996,579.18
Fund: 2023 G	GO Issuance 2	2 (2025	GO)									
3133ETVJ3	10113	2023	FFCB	5,000,000.00	0.00	5,006,881.36	3.625	3.670	6,041.67	0.00	0.00	6,041.67
7883900034	10114	2023	TXPOOL	40,068,823.48	0.00	40,068,823.48	4.252	2.326	68,823.48	0.00	0.00	68,823.48
			Subtotal	45,068,823.48	0.00	45,075,704.84		2.397	74,865.15	0.00	0.00	74,865.15
Fund: NB De	v Authority											
RESERVE	10035	211	FRST	1,223,556.55	1,223,449.45	1,223,556.55	0.900	0.035	107.10	0.00	0.00	107.10
7883900019	10020	211	TXPOOL	836,949.43	827,963.89	836,949.43	4.252	4.306	8,985.54	0.00	0.00	8,985.54
			Subtotal	2,060,505.98	2,051,413.34	2,060,505.98		1.758	9,092.64	0.00	0.00	9,092.64
Fund: NB ED	C											
TX-01-0331-	10014	212	TXCLS _	14,369,371.31	14,217,135.06	14,369,371.31	4.189	4.248	152,236.25	0.00	0.00	152,236.25
			Subtotal	14,369,371.31	14,217,135.06	14,369,371.31		4.248	152,236.25	0.00	0.00	152,236.25
Fund: Grant	Fund											
1379800056	10011	220	TXFIT _	103,230.56	5,142,241.97	103,230.56	4.160	4.212	54,594.08	0.00	0.00	54,594.08
			Subtotal	103,230.56	5,142,241.97	103,230.56		4.212	54,594.08	0.00	0.00	54,594.08

City of New Braunfels Total Earnings July 1, 2025 - September 30, 2025

Adjusted	Interest
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CUSIP	Investment #	Fund	Issuer	Ending Par Value	Beginning Book Value	Ending Book Value	Current Rate	Annualized Yield	Interest Earned	Amortization Accretion	Realized GainI/Loss	Adjusted Earnings
Fund: Equip	oment Repl Fu	nd										
7883900022	10021	260	TXPOOL	1,127,498.81	1,115,393.96	1,127,498.81	4.252	4.306	12,104.85	0.00	0.00	12,104.85
			Subtotal	1,127,498.81	1,115,393.96	1,127,498.81		4.306	12,104.85	0.00	0.00	12,104.85
Fund: Rec C	Center Ops & N	/laint										
7883900032	10103	264	TXPOOL	971,597.51	961,166.45	971,597.51	4.252	4.305	10,430.69	0.00	0.00	10,430.69
			Subtotal	971,597.51	961,166.45	971,597.51		4.305	10,430.69	0.00	0.00	10,430.69
Fund: 2008	CO's											
7883900005	10023	308	TXPOOL	408,624.46	404,237.49	408,624.46	4.252	4.306	4,386.97	0.00	0.00	4,386.97
			Subtotal	408,624.46	404,237.49	408,624.46		4.306	4,386.97	0.00	0.00	4,386.97
Fund: Road	way Dev Fund											
TX-01-0331-	10015	336	TXCLS	6,284,507.56	6,217,926.34	6,284,507.56	4.189	4.248	66,581.22	0.00	0.00	66,581.22
			Subtotal	6,284,507.56	6,217,926.34	6,284,507.56		4.248	66,581.22	0.00	0.00	66,581.22
Fund: 2013	Bond Program	า										
7883900012	10024	350	TXPOOL	888.86	879.63	888.86	4.252	4.163	9.23	0.00	0.00	9.23
7883900015	10025	350	TXPOOL	4,135,138.47	4,090,743.56	4,135,138.47	4.252	4.306	44,394.91	0.00	0.00	44,394.91
			Subtotal	4,136,027.33	4,091,623.19	4,136,027.33		4.306	44,404.14	0.00	0.00	44,404.14
Fund: 2014	Capital Projec	ts										
7883900013	10027	354	TXPOOL	49.16	48.24	49.16	4.252	7.566	0.92	0.00	0.00	0.92
7883900014	10028	354	TXPOOL	1,796.77	1,777.57	1,796.77	4.252	4.285	19.20	0.00	0.00	19.20
			Subtotal	1,845.93	1,825.81	1,845.93		4.372	20.12	0.00	0.00	20.12
Fund: 2019	Bond Program	า										
1031437071	10106	359	CDARS	1,000,000.00	0.00	1,000,000.00	4.277	4.277	10,547.16	0.00	0.00	10,547.16
1031835514	10110	359	CDARS	1,000,000.00	0.00	1,000,000.00	3.942	3.942	2,159.73	0.00	0.00	2,159.73
1031835549	10111	359	CDARS	1,000,000.00	0.00	1,000,000.00	3.749	3.749	2,054.27	0.00	0.00	2,054.27
7883900017	10029	359	TXPOOL	24,767,771.21	28,472,281.75	24,767,771.21	4.252	4.117	295,489.46	0.00	0.00	295,489.46
			Subtotal	27,767,771.21	28,472,281.75	27,767,771.21		4.119	310,250.62	0.00	0.00	310,250.62
Fund: 2020	CO's											
7883900028	10030	360	TXPOOL	2,436,418.05	2,410,260.61	2,436,418.05	4.252	4.306	26,157.44	0.00	0.00	26,157.44
			Subtotal	2,436,418.05	2,410,260.61	2,436,418.05		4.306	26,157.44	0.00	0.00	26,157.44

City of New Braunfels Total Earnings July 1, 2025 - September 30, 2025

Adjusted	Interes
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CUSIP	Investment #	Fund	Issuer	Ending Par Value	Beginning Book Value	Ending Book Value	Current Rate	Annualized Yield	Interest Earned	Amortization Accretion	Realized Gainl/Loss	Adjusted Earnings
Fund: 2023	Bond Program	n										
1379800060	10013	361	TXFIT	722,875.90	715,193.18	722,875.90	4.160	4.262	7,682.72	0.00	0.00	7,682.72
1379900099	10063	361	TXFIT	22,910,384.18	26,617,312.21	22,910,384.18	4.160	4.160 _	279,071.97	0.00	0.00	279,071.97
			Subtotal	23,633,260.08	27,332,505.39	23,633,260.08		4.162	286,754.69	0.00	0.00	286,754.69
Fund: 2022	Tax Notes											
7883900029	10046	362	TXPOOL	2,389,013.37	2,363,364.83	2,389,013.37	4.252	4.306	25,648.54	0.00	0.00	25,648.54
			Subtotal	2,389,013.37	2,363,364.83	2,389,013.37		4.306	25,648.54	0.00	0.00	25,648.54
Fund: 2023	Tax Notes											
7883900031	10062	364	TXPOOL	198,586.55	196,454.48	198,586.55	4.252	4.306	2,132.07	0.00	0.00	2,132.07
			Subtotal	198,586.55	196,454.48	198,586.55		4.306	2,132.07	0.00	0.00	2,132.07
Fund: 2024	Tax Notes											
7883900033	10104	365	TXPOOL	1,022,734.30	1,011,754.17	1,022,734.30	4.252	4.305	10,979.74	0.00	0.00	10,979.74
			Subtotal	1,022,734.30	1,011,754.17	1,022,734.30		4.305	10,979.74	0.00	0.00	10,979.74
Fund: NBEI	DC 2023 CO's											
7883900030	10061	366	TXPOOL	11,069,950.24	10,951,103.04	11,069,950.24	4.252	4.306	118,847.20	0.00	0.00	118,847.20
			Subtotal	11,069,950.24	10,951,103.04	11,069,950.24		4.306	118,847.20	0.00	0.00	118,847.20
Fund: Debt	Service Fund											
TX-01-0331-	10016	401	TXCLS	3,043,393.14	10,472,163.27	3,043,393.14	4.189	2.699	71,229.87	0.00	0.00	71,229.87
			Subtotal	3,043,393.14	10,472,163.27	3,043,393.14		2.699	71,229.87	0.00	0.00	71,229.87
Fund: Solid	l Waste Fund											
1031437063	10105	521	CDARS	1,000,000.00	0.00	1,000,000.00	4.297	4.297	10,594.40	0.00	0.00	10,594.40
7883900025	10031	521	TXPOOL	3,096,023.66	3,062,784.69	3,096,023.66	4.252	4.306	33,238.97	0.00	0.00	33,238.97
			Subtotal	4,096,023.66	3,062,784.69	4,096,023.66		4.303	43,833.37	0.00	0.00	43,833.37
Fund: Self I	Insurance Fun	d										
TX-01-0331-	10017	601	TXCLS	2,550,526.71	2,523,505.11	2,550,526.71	4.189	4.248 _	27,021.60	0.00	0.00	27,021.60
			Subtotal	2,550,526.71	2,523,505.11	2,550,526.71		4.248	27,021.60	0.00	0.00	27,021.60
Fund: HOT/	Motel Fund											
1031437098	10108	794	CDARS	1,177,500.00	0.00	1,177,500.00	4.143		12,029.49	0.00	0.00	12,029.49
7883900008	10032	794	TXPOOL	37,233.06	36,833.40	37,233.06	4.252	4.305 _	399.66	0.00	0.00	399.66
			Subtotal	1,214,733.06	36,833.40	1,214,733.06		4.148	12,429.15	0.00	0.00	12,429.15

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City of New Braunfels Total Earnings

July 1, 2025 - September 30, 2025

Adjusted Interest Earnings

CUSIP	Investment # Fund	Issuer	Ending Par Value	Beginning Book Value	Ending Book Value	Current A Rate	nnualized Yield	Interest Earned	Amortization Accretion	Realized Gainl/Loss	Adjusted Earnings
		Total	249,835,754.18	229,902,579.14	249,647,085.54		3.788	2,276,154.58	0.00	84,425.00	2,360,579.58



City of New Braunfels Amortization Schedule July 1, 2025 - September 30, 2025 Sorted By Fund - Maturity Date

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

Investment #		Maturity Date Be	ginning Par Value	Purchase	Original Premium	Ending	Amounts Amortized And Unamortized	Amount Amortized	Amt Amortized	Amount
Issuer	Fund	Amort. Date	Current Rate	Principal	or Discount	Book Value	As of 07/01/2025	This Period	Through 09/30/2025	Unamortized
General Fund	d									
10098 Federal Home L	101 ₋oan Mtg Corp	09/23/2025	2,500,000.00 0.375	2,415,575.00	-84,425.00	0.00	64,757.81 -19,667.19	19,667.19	84,425.00	0.00
10099 U.S. Treasury	101	04/15/2026	2,500,000.00 3.750	2,503,525.00	3,525.00	2,501,231.55	-1,715.37 1,809.63	-578.08	-2,293.45	1,231.55
10085 Federal Agricult	101 ure Mortage C	06/05/2026 o	2,500,000.00 5.220	2,499,375.00	-625.00	2,499,781.52	325.93 -299.07	80.59	406.52	-218.48
10097 Federal Farm Ci	101 redit Bnk	10/02/2026	2,500,000.00 3.500	2,497,600.00	-2,400.00	2,498,796.67	896.67 -1,503.33	300.00	1,196.67	-1,203.33
10096 Federal Nationa	101 al Mtg Assn	12/18/2026	3,000,000.00 0.875	2,803,950.00	-196,050.00	2,880,677.09	52,152.58 -143,897.42	24,574.51	76,727.09	-119,322.91
			Subtotal	12,720,025.00	-279,975.00	10,380,486.83	116,417.62 -163,557.38	44,044.21	160,461.83	-119,513.17
2023 GO Issu	uance 2 (202	25 GO)								
10113 Federal Farm Ci	2023 GO redit Bnk	08/27/2027	5,000,000.00 3.625	5,006,881.36	6,881.36	5,006,763.06	0.00 6,881.36	-118.30	-118.30	6,763.06
			Subtotal	5,006,881.36	6,881.36	5,006,763.06	0.00 6,881.36	-118.30	-118.30	6,763.06
			Total	17,726,906.36	-273,093.64	15,387,249.89	116,417.62 -156,676.02	43,925.91	160,343.53	-112,750.11



City of New Braunfels Maturity Report

Sorted by Maturity Date

Received or due during July 1, 2025 - September 30, 2025

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

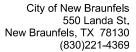
CUSIP	Investment #	Fund	Sec. Type Issuer	Par Value	Maturity Date	Purchase Date a	Rate t Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
3137EAEX3	10098	101	FAC FHLMC	2,500,000.00	09/23/2025	10/01/2024	0.375	2,415,575.00	4,687.50	2,504,687.50	89,112.50
			Total Maturities	2,500,000.00				2,415,575.00	4,687.50	2,504,687.50	89,112.50



City of New Braunfels Purchases Report Sorted by Fund - Purchase Date July 1, 2025 - September 30, 2025

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

CUSIP	Investment #	Fund	Sec. Type Issuer	Original Par Value	Purchase Date Payment	Principal Purchase	Accrued at Purchase	Rate at Purchas	Maturity/ Call Date	YTM	Ending Book Value
General Fund											
1031437098	10107	101	BCD CDARS	1,322,500.00	07/03/2025 07/31 - Monthly	1,322,500.00		4.143	07/02/2026	4.143	1,322,500.00
1031835565	10109	101	BCD CDARS	800,000.00	09/11/2025 09/30 - Monthly	800,000.00		3.595	09/09/2027	3.595	800,000.00
1031886127	10112	101	BCD CDARS	1,200,000.00	09/18/2025 09/30 - Monthly	1,200,000.00		3.537	09/16/2027	3.537	1,200,000.00
			Subtotal	3,322,500.00		3,322,500.00	0.00				3,322,500.00
2023 GO Issuanc	e 2 (2025 GO)										
7883900034	10114	2023 GO	RRP TXPOOL	40,000,000.00	09/04/2025 / - Monthly	40,000,000.00					40,068,823.48
3133ETVJ3	10113	2023 GO	FAC FFCB	5,000,000.00	09/19/2025 02/27 - 08/27	5,006,881.36	11,076.39	3.625	08/27/2027	3.550	5,006,881.36
			Subtotal	45,000,000.00	-	45,006,881.36	11,076.39				45,075,704.84
2019 Bond Progr	am										
1031437071	10106	359	BCD CDARS	1,000,000.00	07/03/2025 07/31 - Monthly	1,000,000.00		4.277	01/02/2026	4.277	1,000,000.00
1031835514	10110	359	BCD CDARS	1,000,000.00	09/11/2025 09/30 - Monthly	1,000,000.00		3.942	03/12/2026	3.942	1,000,000.00
1031835549	10111	359	BCD CDARS	1,000,000.00	09/11/2025 09/30 - Monthly	1,000,000.00		3.749	09/10/2026	3.749	1,000,000.00
			Subtotal	3,000,000.00		3,000,000.00	0.00				3,000,000.00
Solid Waste Fund	d										
1031437063	10105	521	BCD CDARS	1,000,000.00	07/03/2025 07/31 - Monthly	1,000,000.00		4.297	10/02/2025	4.297	1,000,000.00
			Subtotal	1,000,000.00		1,000,000.00	0.00				1,000,000.00
HOT/Motel Fund											
1031437098	10108	794	BCD CDARS	1,177,500.00	07/03/2025 07/31 - Monthly	1,177,500.00		4.143	07/02/2026	4.143	1,177,500.00
			Subtotal	1,177,500.00		1,177,500.00	0.00				1,177,500.00
			Total Purchases	53,500,000.00		53,506,881.36	11,076.39				53,575,704.84





City of New Braunfels Projected Cashflow Report Sorted by Fund

For the Period October 1, 2025 - September 30, 2026

Projected				Transaction	1					
Trans. Date	Investment #	Fund	Security ID	Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
General	Fund									
10/02/2025	10097	101	3133ERVU2	Interest	Federal Farm Credit Bnk	0.00	0.00	0.00	43,750.00	43,750.00
10/15/2025	10099	101	91282CGV7	Interest	U.S. Treasury	0.00	0.00	0.00	46,875.00	46,875.00
10/31/2025	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,653.73	4,653.73
10/31/2025	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
10/31/2025	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
11/30/2025	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,503.61	4,503.61
11/30/2025	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,363.70	2,363.70
11/30/2025	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,488.42	3,488.42
12/05/2025	10085	101	31424WJW3	Interest	Federal Agriculture Mortage Co	0.00	0.00	0.00	65,250.00	65,250.00
12/18/2025	10096	101	3135G06L2	Interest	Federal National Mtg Assn	0.00	0.00	0.00	13,125.00	13,125.00
12/31/2025	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,653.73	4,653.73
12/31/2025	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
12/31/2025	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
01/31/2026	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,653.73	4,653.73
01/31/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
01/31/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
02/28/2026	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,203.37	4,203.37
02/28/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,206.12	2,206.12
02/28/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,255.86	3,255.86
03/31/2026	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,653.73	4,653.73
03/31/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
03/31/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
04/02/2026	10097	101	3133ERVU2	Interest	Federal Farm Credit Bnk	0.00	0.00	0.00	43,750.00	43,750.00
04/15/2026	10099	101	91282CGV7	Maturity	U.S. Treasury	2,500,000.00	2,503,525.00	2,500,000.00	46,875.00	2,546,875.00
04/30/2026	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,503.61	4,503.61
04/30/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,363.70	2,363.70
04/30/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,488.42	3,488.42
05/31/2026	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,653.73	4,653.73
05/31/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
05/31/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
06/05/2026	10085	101	31424WJW3	Maturity	Federal Agriculture Mortage Co	2,500,000.00	2,499,375.00	2,500,000.00	65,250.00	2,565,250.00
06/18/2026	10096	101	3135G06L2	Interest	Federal National Mtg Assn	0.00	0.00	0.00	13,125.00	13,125.00
06/30/2026	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,503.61	4,503.61
06/30/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,363.70	2,363.70

City of New Braunfels Projected Cashflow Report For the Period October 1, 2025 - September 30, 2026

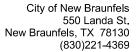
Projected				Transactio						
	Investment #	Fund	Security ID	Туре	Issuer	Par Value	Original Cost	Principal	Interest	Total
General	Fund									
06/30/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,488.42	3,488.42
07/02/2026	10107	101	1031437098	Maturity	Bank of America-CDARS	1,322,500.00	1,322,500.00	1,322,500.00	150.12	1,322,650.12
07/31/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
07/31/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
08/31/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
08/31/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
09/30/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,363.70	2,363.70
09/30/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,488.42	3,488.42
					Total for General Fund	6,322,500.00	6,325,400.00	6,322,500.00	450,333.76	6,772,833.76
2023 GO	Issuance 2	(2025 GO)							
02/27/2026	10113	2023 GO	, 3133ETVJ3	Interest	Federal Farm Credit Bnk	0.00	0.00	0.00	90,625.00	90,625.00
08/27/2026	10113	2023 GO	3133ETVJ3	Interest	Federal Farm Credit Brik	0.00	0.00	0.00	90,625.00	90,625.00
00/21/2020	10113	2020 00	3133E1 V33	interest					•	
					Total for 2023 GO Issuance 2	0.00	0.00	0.00	181,250.00	181,250.00
2019 Bo	nd Program									
10/31/2025	10106	359	1031437071	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,632.91	3,632.91
10/31/2025	10110	359	1031835514	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,347.58	3,347.58
10/31/2025	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
11/30/2025	10106	359	1031437071	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,515.72	3,515.72
11/30/2025	10110	359	1031835514	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,239.60	3,239.60
11/30/2025	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,081.41	3,081.41
12/31/2025	10106	359	1031437071	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,632.91	3,632.91
12/31/2025	10110	359	1031835514	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,347.58	3,347.58
12/31/2025	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
01/02/2026	10106	359	1031437071	Maturity	Bank of America-CDARS	1,000,000.00	1,000,000.00	1,000,000.00	117.19	1,000,117.19
01/31/2026	10110	359	1031835514	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,347.58	3,347.58
01/31/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
02/28/2026	10110	359	1031835514	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,023.62	3,023.62
02/28/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,875.98	2,875.98
03/12/2026	10110	359	1031835514	Maturity	Bank of America-CDARS	1,000,000.00	1,000,000.00	1,000,000.00	1,187.85	1,001,187.85
03/31/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
04/30/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,081.41	3,081.41
05/31/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
06/30/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,081.41	3,081.41
07/31/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
08/31/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
09/10/2026	10111	359	1031835549	Maturity	Bank of America-CDARS	1,000,000.00	1,000,000.00	1,000,000.00	924.42	1,000,924.42
					Total for 2019 Bond Program	3,000,000.00	3,000,000.00	3,000,000.00	63,726.01	3,063,726.01

City of New Braunfels **Projected Cashflow Report**

For the Period October 1, 2025 - September 30, 2026

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
Solid Wa	ste Fund						-			
10/02/2025	10105	521	1031437063	Maturity	Bank of America-CDARS	1,000,000.00	1,000,000.00	1,000,000.00	117.72	1,000,117.72
10/02/2025	10115	521	1031972228	Purchase	Bank of America-CDARS	0.00	0.00	-1,000,000.00	0.00	-1,000,000.00
10/31/2025	10115	521	1031972228	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,263.01	3,263.01
11/30/2025	10115	521	1031972228	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,263.01	3,263.01
12/31/2025	10115	521	1031972228	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,371.78	3,371.78
01/02/2026	10115	521	1031972228	Maturity	Bank of America-CDARS	1,000,000.00	1,000,000.00	1,000,000.00	108.77	1,000,108.77
					Total for Solid Waste Fund	2,000,000.00	2,000,000.00	1,000,000.00	10,124.29	1,010,124.29
HOT/Mot	tel Fund									
10/31/2025	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,143.49	4,143.49
11/30/2025	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,009.83	4,009.83
12/31/2025	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,143.49	4,143.49
01/31/2026	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,143.49	4,143.49
02/28/2026	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,742.51	3,742.51
03/31/2026	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,143.49	4,143.49
04/30/2026	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,009.83	4,009.83
05/31/2026	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,143.49	4,143.49
06/30/2026	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,009.83	4,009.83
07/02/2026	10108	794	1031437098	Maturity	Bank of America-CDARS	1,177,500.00	1,177,500.00	1,177,500.00	133.66	1,177,633.66
					Total for HOT/Motel Fund	1,177,500.00	1,177,500.00	1,177,500.00	36,623.11	1,214,123.11
					GRAND TOTALS:	12,500,000.00	12,502,900.00	11,500,000.00	742,057.17	12,242,057.17

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City of New Braunfels Projected Cashflow Report Sorted by Monthly For the Period October 1, 2025 - September 30, 2026

Projected				Transaction						
	Investment #	Fund	Security ID	Туре	Issuer	Par Value	Original Cost	Principal	Interest	Total
October	2025									
10/02/2025	10097	101	3133ERVU2	Interest	Federal Farm Credit Bnk	0.00	0.00	0.00	43,750.00	43,750.00
10/02/2025	10105	521	1031437063	Maturity	Bank of America-CDARS	1,000,000.00	1,000,000.00	1,000,000.00	117.72	1,000,117.72
10/02/2025	10115	521	1031972228	Purchase	Bank of America-CDARS	0.00	0.00	-1,000,000.00	0.00	-1,000,000.00
10/15/2025	10099	101	91282CGV7	Interest	U.S. Treasury	0.00	0.00	0.00	46,875.00	46,875.00
10/31/2025	10106	359	1031437071	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,632.91	3,632.91
10/31/2025	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,653.73	4,653.73
10/31/2025	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,143.49	4,143.49
10/31/2025	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
10/31/2025	10110	359	1031835514	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,347.58	3,347.58
10/31/2025	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
10/31/2025	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
10/31/2025	10115	521	1031972228	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,263.01	3,263.01
					Total for October 2025	1,000,000.00	1,000,000.00	0.00	119,014.75	119,014.75
Novemb	er 2025									
11/30/2025	10106	359	1031437071	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,515.72	3,515,72
11/30/2025	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,503.61	4,503,61
11/30/2025	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,009.83	4,009.83
11/30/2025	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,363.70	2,363.70
11/30/2025	10110	359	1031835514	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,239.60	3,239.60
11/30/2025	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,081.41	3,081.41
11/30/2025	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,488.42	3,488.42
11/30/2025	10115	521	1031972228	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,263.01	3,263.01
					Total for November 2025	0.00	0.00	0.00	27,465.30	27,465.30
Decembe	er 2025									
12/05/2025	10085	101	31424WJW3	Interest	Federal Agriculture Mortage Co	0.00	0.00	0.00	65,250.00	65,250.00
12/18/2025	10096	101	3135G06L2	Interest	Federal National Mtg Assn	0.00	0.00	0.00	13,125.00	13,125.00
12/31/2025	10106	359	1031437071	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,632.91	3,632.91
12/31/2025	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,653.73	4,653.73
12/31/2025	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,143.49	4,143.49
12/31/2025	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
12/31/2025	10110	359	1031835514	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,347.58	3,347.58
12/31/2025	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
12/31/2025	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70

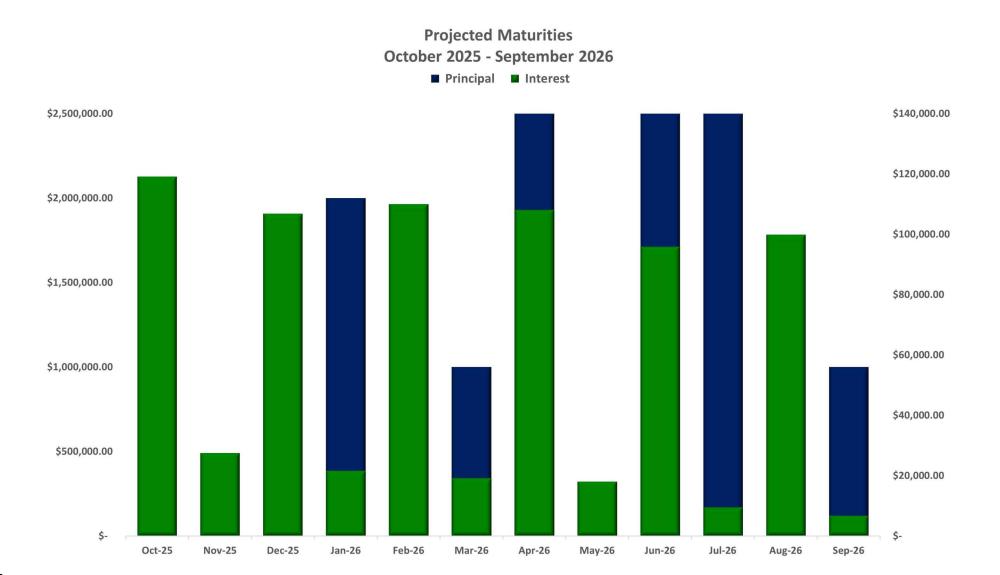
City of New Braunfels Projected Cashflow Report For the Period October 1, 2025 - September 30, 2026

Projected	F	o " ID	Transactio		Day Value	Original Coot	Deinsinal	Intonost	Tatal
Trans. Date Investment # December 2025	Fund	Security ID	Туре	Issuer	Par Value	Original Cost	Principal	Interest	Total
12/31/2025 10115	521	1031972228	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,371.78	3,371.78
12/31/2023 10113	321	1031972226	meresi					· · · · · · · · · · · · · · · · · · ·	
				Total for December 2025	0.00	0.00	0.00	106,755.80	106,755.80
January 2026									
01/02/2026 10106	359	1031437071	Maturity	Bank of America-CDARS	1,000,000.00	1,000,000.00	1,000,000.00	117.19	1,000,117.19
01/02/2026 10115	521	1031972228	Maturity	Bank of America-CDARS	1,000,000.00	1,000,000.00	1,000,000.00	108.77	1,000,108.77
01/31/2026 10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,653.73	4,653.73
01/31/2026 10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,143.49	4,143.49
01/31/2026 10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
01/31/2026 10110	359	1031835514	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,347.58	3,347.58
01/31/2026 10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
01/31/2026 10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
				Total for January 2026	2,000,000.00	2,000,000.00	2,000,000.00	21,602.07	2,021,602.07
February 2026									
02/27/2026 10113	2023 GO	3133ETVJ3	Interest	Federal Farm Credit Bnk	0.00	0.00	0.00	90,625.00	90,625.00
02/28/2026 10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,203.37	4,203.37
02/28/2026 10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,742.51	3,742.51
02/28/2026 10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,206.12	2,206.12
02/28/2026 10110	359	1031835514	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,023.62	3,023.62
02/28/2026 10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,875.98	2,875.98
02/28/2026 10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,255.86	3,255.86
				Total for February 2026	0.00	0.00	0.00	109,932.46	109,932.46
March 2026									
03/12/2026 10110	359	1031835514	Maturity	Bank of America-CDARS	1,000,000.00	1,000,000.00	1,000,000.00	1,187.85	1,001,187.85
03/31/2026 10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,653.73	4,653.73
03/31/2026 10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,143.49	4,143.49
03/31/2026 10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
03/31/2026 10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
03/31/2026 10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
				Total for March 2026	1,000,000.00	1,000,000.00	1,000,000.00	19,216.38	1,019,216.38
April 2026									
04/02/2026 10097	101	3133ERVU2	Interest	Federal Farm Credit Bnk	0.00	0.00	0.00	43,750.00	43,750.00
04/15/2026 10099	101	91282CGV7	Maturity	U.S. Treasury	2,500,000.00	2,503,525.00	2,500,000.00	46,875.00	2,546,875.00
04/30/2026 10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,503.61	4,503.61
04/30/2026 10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,009.83	4,009.83
04/30/2026 10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,363.70	2,363.70
04/30/2026 10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,081.41	3,081.41

City of New Braunfels Projected Cashflow Report For the Period October 1, 2025 - September 30, 2026

Projected	In	Frank	o ". ID	Transactio		Day Value	Oniminal Cook	Deimainal	Intonot	Tatal
April 202	Investment #	Fund	Security ID	Туре	Issuer	Par Value	Original Cost	Principal	Interest	Total
04/30/2026		101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,488.42	3,488.42
04/30/2020	10112	101	1031000127	Interest	Total for April 2026	2,500,000,00	2,503,525,00	2,500,000,00	108.071.97	2,608,071,97
	_				Total for April 2026	2,500,000.00	2,503,525.00	2,500,000.00	100,071.97	2,000,071.97
May 2026	6									
05/31/2026	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,653.73	4,653.73
05/31/2026	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,143.49	4,143.49
05/31/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
05/31/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
05/31/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
					Total for May 2026	0.00	0.00	0.00	18,028.53	18,028.53
June 202	26									
06/05/2026	10085	101	31424WJW3	Maturity	Federal Agriculture Mortage Co	2,500,000.00	2,499,375.00	2,500,000.00	65,250.00	2,565,250.00
06/18/2026	10096	101	3135G06L2	Interest	Federal National Mtg Assn	0.00	0.00	0.00	13,125.00	13,125.00
06/30/2026	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,503.61	4,503.61
06/30/2026	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,009.83	4,009.83
06/30/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,363.70	2,363.70
06/30/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,081.41	3,081.41
06/30/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,488.42	3,488.42
					Total for June 2026	2,500,000.00	2,499,375.00	2,500,000.00	95,821.97	2,595,821.97
July 2026	6									
07/02/2026	10107	101	1031437098	Maturity	Bank of America-CDARS	1,322,500.00	1,322,500.00	1,322,500.00	150.12	1,322,650.12
07/02/2026	10108	794	1031437098	Maturity	Bank of America-CDARS	1,177,500.00	1,177,500.00	1,177,500.00	133.66	1,177,633.66
07/31/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
07/31/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
					Total for July 2026	2,500,000.00	2,500,000.00	2.500.000.00	9,515,09	2,509,515.09
August 2	0026				•					
-		2002.00	2422577/12	1-44	Fadaral Farm One dit Bula	0.00	0.00	0.00	00.005.00	00 005 00
	10113	2023 GO	3133ETVJ3	Interest	Federal Farm Credit Bnk	0.00	0.00	0.00	90,625.00	90,625.00
08/31/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
08/31/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
08/31/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
					Total for August 2026	0.00	0.00	0.00	99,856.31	99,856.31
Septemb	er 2026									
09/10/2026	10111	359	1031835549	Maturity	Bank of America-CDARS	1,000,000.00	1,000,000.00	1,000,000.00	924.42	1,000,924.42
09/30/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,363.70	2,363.70
09/30/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,488.42	3,488.42

Projected				Transaction						
Trans. Date	Investment #	Fund	Security ID	Туре	Issuer	Par Value	Original Cost	Principal	Interest	Total
					Total for September 2026	1,000,000.00	1,000,000.00	1,000,000.00	6,776.54	1,006,776.54
					GRAND TOTALS:	12,500,000.00	12,502,900.00	11,500,000.00	742,057.17	12,242,057.17





City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. C)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Approval of one (1) Mayoral appointment of Serena Morris, with a term ending 11-30-2028 to the Partnership Committee.

DEPARTMENT: City Secretary

COUNCIL DISTRICTS IMPACTED: City wide

BACKGROUND INFORMATION:

The purpose of the Committee is to create and strengthen partnerships between the City of New Braunfels and its citizens and Braunfels, Germany, and its citizens, and any other city and its citizens outside the United States approved by the City Council as a "sister city" of New Braunfels in an effort to foster and promote cultural, economic, recreational, and educational understanding between the cities and its citizens.

The Committee is composed of eleven (11) citizens residing within the City or the extraterritorial jurisdiction of the City serving staggered three-year terms. The Mayor shall nominate individuals to the Committee and the City Council shall approve such nominations. When nominating individuals to the Committee, the Mayor shall attempt to assure that Wurstfest, the German American Society, and a representative from the Historic Museums Association are represented on the Committee.

The City Secretary's Office accepted applications until September 30, 2025. The Mayor reviewed the applications and is recommending Tate Korpi, Nathan Manlove, Hans-Bernard Moeller, Tommy Carden, and Jedediah Silva with terms ending 11-30-2028 to the Partnership Committee. On November 17, 2025, Tate Korpi announced his retirement effective December 1, 2025, due to him relocating out of New Braunfels. Mayor Linnartz reviewed the remaining vetted applications and is recommending Serena Morris to fill the seat awarded to Tate Korpi with a term ending on 11-30-2028.

ISSUE:

The Partnership Committee members are selected by the Mayor and confirmed by City Council.

STRATEGIC PLAN REFERENCE:

□ Economic Mobility □ Enhanced Connectivity □ Community Identit	у
⊠Organizational Excellence ⊠Community Well-Being □N/A	

FISCAL IMPACT:

No Fiscal Impact.

RECOMMENDATION:

Staff recommends approval of one (1) appointment to the Partnership Committee with a term ending November

30, 2028.



City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. D)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

SUBJECT:

Approval of the first amended and restated development agreement between Lamar Advantage Holding Company and the City of New Braunfels related to the conversion of an existing static billboard (off-premises sign) to a digital billboard, on property on the south-bound side of IH 35 south of Alligator Creek, currently addressed at 4041 - 4029 S. IH 35

DEPARTMENT: Neighborhood and Community Planning

COUNCIL DISTRICTS IMPACTED: 5

BACKGROUND INFORMATION:

Case # CS25-0363

Applicant/Owner: Lamar Advantage Holding Company

Curtis Bohuslav 7020 Hwy 290 E Austin, TX 78723

Staff Contact: Matt Greene

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

On November 12, 2024, the City Council approved a development agreement with Lamar Advantage Holding Company, authorizing the conversion of an existing static billboard into a digital billboard located at 1200 IH 35 North. The site is situated at the northeast corner of the IH 35 and SH 46 intersection, where P. Terry's restaurant is also currently located.

As part of the agreement, Lamar Advantage Holding Company must comply with specified sign performance standards and is required to remove four (4) existing billboards owned by the company within the New Braunfels city limits. The development agreement was officially recorded with Comal County on November 26, 2024.

ISSUE:

The applicant was recently notified by the Texas Department of Transportation (TxDOT) the sign approved for the digital conversion on the P. Terry's property will be condemned as part of a TxDOT project involving improvements to the IH 35 and SH 46 intersection (see attached applicant request letter with TxDOT exhibit). Section 106-11(5) of the City's Code of Ordinances provides that, in cases where TxDOT acquires right-of-way for the construction or expansion of a state roadway, an existing off-premise advertising sign may be relocated on the remaining portion of the affected tract-provided that such relocation does not alter or replace the sign's existing construction materials, configuration, or design in a way that extends its lifespan.

In this instance, TxDOT will be condemning the entire parcel on which the existing billboard is located. As a result, the City's ordinances do not permit relocation of the sign to another property within the New Braunfels city limits or its extraterritorial jurisdiction (ETJ).

Due to the upcoming condemnation of the sign and property by TxDOT, the applicant is requesting an

amendment to the existing development agreement to allow the conversion of a different static off-premises billboard, owned by Lamar Advantage Holding Company, addressed at 4041-4029 South IH 35. This alternative site is situated just north of the Camping World property and south of Alligator Creek. The proposed amendment would allow the existing static billboard at this location to be converted to an electronic (digital) billboard.

The existing sign pole will remain in place, with the current sign panels replaced by new digital display cabinets. The overall height (60 feet), width (48 feet), and sign area (672 square feet) of the proposed digital billboard will not exceed those of the existing static sign structure.

The only proposed amendment to the existing development agreement pertains to the address and location of the billboard to be converted from a static display to an electronic (digital) display (see attached Redlined Markup of Amending Development Agreement). All current sign performance standards, as well as the requirement to remove the four (4) identified existing billboards, will remain unchanged.

The development agreement will still require lighting of the sign cabinet to be in compliance with City and TxDOT rules and the following required performance standards:

- Sign will utilize self-adjusting technology so the brightness adjusts with the intensity of the surrounding ambient light. The digital display will be equipped with both a dimmer control and photocell that automatically adjusts the display's intensity according to natural ambient light conditions.
- Sign will automatically adjust the brightness so that the brightness level of the sign is no more than 0.3 of a foot-candle over ambient light conditions at a distance of 250 feet from the sign.
- The sign may not increase the light level on a lot in a residential district over ambient conditions without the digital display, measured in foot-candles at the point closest to the sign that is five feet inside the residential lot and five feet above the ground.
- Before the issuance of approval of the plans for the sign, Lamar Advertising Company shall provide written certification from the sign manufacturer that:
 - i. The light intensity has been factory programmed to comply with the maximum brightness and dimming standards as stated above;
 - ii. The light intensity is protected from end-use manipulation by password-protected software or other method satisfactory to the Building Official.

The advertising messages on the sign display will also be in compliance with City and TxDOT requirements and include the following required performance standards per the current development agreement:

- Any change of images or information on the electronic sign shall not be permitted to produce the illusion of scrolling, moving objects, expanding or contracting shapes, rotation or any similar effect of animation.
- A static display with no special effect changes will be required between messages.
- Images must remain static for at least 8 seconds (the City's minimum standard is only 3 seconds).
- The transition from each static image may not last more than two seconds.
- Images and information shall not have a solid white background between the time period of 30 minutes after sunset and 30 minutes before sunrise (the City presently has similar rules for backgrounds on all signage types which helps prevent unnecessary excessive light at night).
- The digital billboard display shall use diagnostics to monitor for problems or malfunctions and shall automatically alert the NOC (Network Operation Center) of pending issues. In the event of a significant problem or malfunction of the sign display (i.e. over bright module, flashing, etc.), the display shall be remotely turned off by an NOC technician until a service technician can be dispatched to the site to resolve the issue.

The applicant also provided manual contact information so that the City's Code Compliance team will have a direct point of contact in the event the automatic NOC alert malfunctions.

In exchange for allowing the conversion of the existing non-conforming static billboard to a digital billboard, the applicant will remove 4 other existing off-premise billboard signs (8 sign faces and 16 light fixtures total) it owns within the City of New Braunfels (see descriptions of signs to be removed in the table below and in the Sign Removal Information attachment).

Sign Address	Number of Sign	Area per Sign Face	Type of Pole(s)
	Faces		
1731 E SH 46	2	400 sq. ft.	Wood
Between 1998 &	2	320 sq. ft.	Wood
2090 IH 35 N			
Between 2405 &	2	672 sq. ft.	Stee1
2253 IH 35 N			
209 Loop 337	2	378 sq. ft.	Stee1

Per the development agreement, these signs will be removed within ninety days following the date of the City's (and TxDOT's) issuance of all necessary permits and approvals for the project and the billboard removals must be completed prior to operation of the digital billboard.

In addition, the development agreement guarantees the City a free advertising space on the digital billboard every day, limited to one side of the sign (the ad space will switch sides on the sign every 6-months). The ad space will be available to the City to advertise City sponsored events, hiring campaigns, weather updates and other City-related opportunities.

Likewise, the applicant will promptly make available the digital display to City law enforcement and fire department for emergency messaging, to include Amber Alerts and other missing persons announcements, disaster evacuation information, and other urgent public safety topics. Such messages will be added to the advertising rotation promptly and will remain in the advertising rotation for 48 hours, unless more or less time is requested in relation to the nature of the emergency and the message. The applicant shall also use best efforts to tie the digital billboard into the Texas state system for posting emergency messages by the Division of emergency Management, Department of Transportation, Department of Public Safety, and others as they enter the program.

COMPREHENSIVE PLAN REFERENCE:

The proposed development agreement amendment is consistent with the following goals and actions from Envision New Braunfels:

- Action 2.8: Establish or expand architectural standards for quality of design across the city.
- **Economic Competitiveness Goal 5:** Cultivate a free enterprise approach to growing an economy where the public and private sectors collaborate.
- Action 8.1: Explore possible city/community/private partnerships to leverage ideas and existing efforts.
- Action 8.10: Capitalize on geographic location.

STRATEGIC PLAN REFERENCE:

□ Economic Mobility □ Enhanced Connectivity □ Community Identity

Organization	al Ex	celle	nce [□Comn	nuni	ity W	ell-I	Being	□N/A	
~	• .				. •	•	_	4	4 .	4

Community Identity, Objective 3: Develop and implement comprehensive brand identity that represents the entire organization, clearly articulates and celebrates the culture of New Braunfels, highlights the unique assets of the community, and supports economic development and tourism efforts as well as City operations, including recruitment and retention.

FISCAL IMPACT:

The City will have free advertising for promotion of New Braunfels events, hiring campaigns, weather updates, and other City opportunities. Additionally, the removal of 4 older signs in various places in town enhances community aesthetics which in-turn attracts more private investment opportunities.

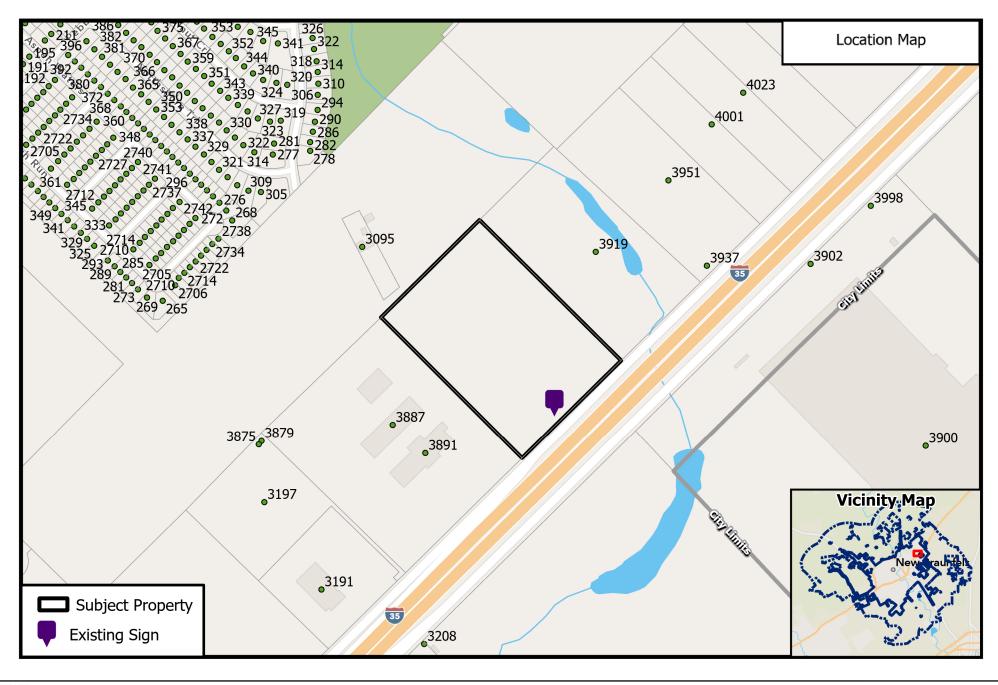
RECOMMENDATION:

Approval. The community will benefit from the amending development agreement through a reduction in visual signage clutter and night sky pollution resulting from the removal of four (4) existing billboards. It will also create opportunities for local businesses to access more flexible and affordable advertising options, as digital billboard space can accommodate multiple advertisers on a rotating basis, resulting in reduced demand for more physical billboards.

In addition, the digital sign will serve a public safety function by providing emergency notification messages to inform residents of important updates and alerts. And, the City will have the opportunity to display messages at no cost, including announcements for community events, recruitment campaigns, weather advisories, and other public information.

RESOURCE LINKS:

Chapter 106 Signs, Sec. 106-7 Nonconforming Sign Standards and Sec. 106-11 Prohibited Signs of the City's Code of Ordinances: https://library.municode.com/tx/new-braunfels/codes/code of ordinances?nodeId=PTIICOOR CH106SI>





CS25-0363 Lamar Advertising Digital Billboard Amendment



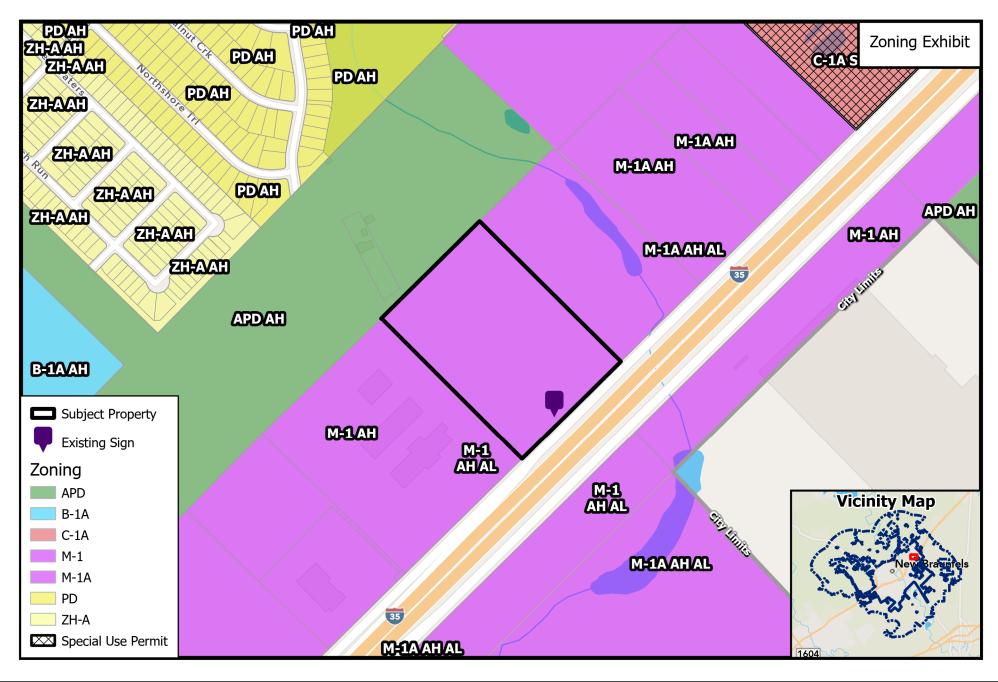




CS25-0363 **Lamar Advertising Digital Billboard Amendment**









CS25-0363 Lamar Advertising Digital Billboard Amendment





September 24, 2025

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

City of New Braunfels Attn: City Attorney 440 Landa Street, New Braunfels, Texas 78130

Re: Economic Development Agreement ("Agreement"), dated November 19, 2024, by and between the City of New Braunfels, Texas ("City") and Lamar Advantage Holding Company ("Lamar") concerning certain real property and improvements thereon and at 4041-4029 S. I-35 South Frontage Road, New Braunfels, Texas 78130, and as is more particularly described in that Agreement.

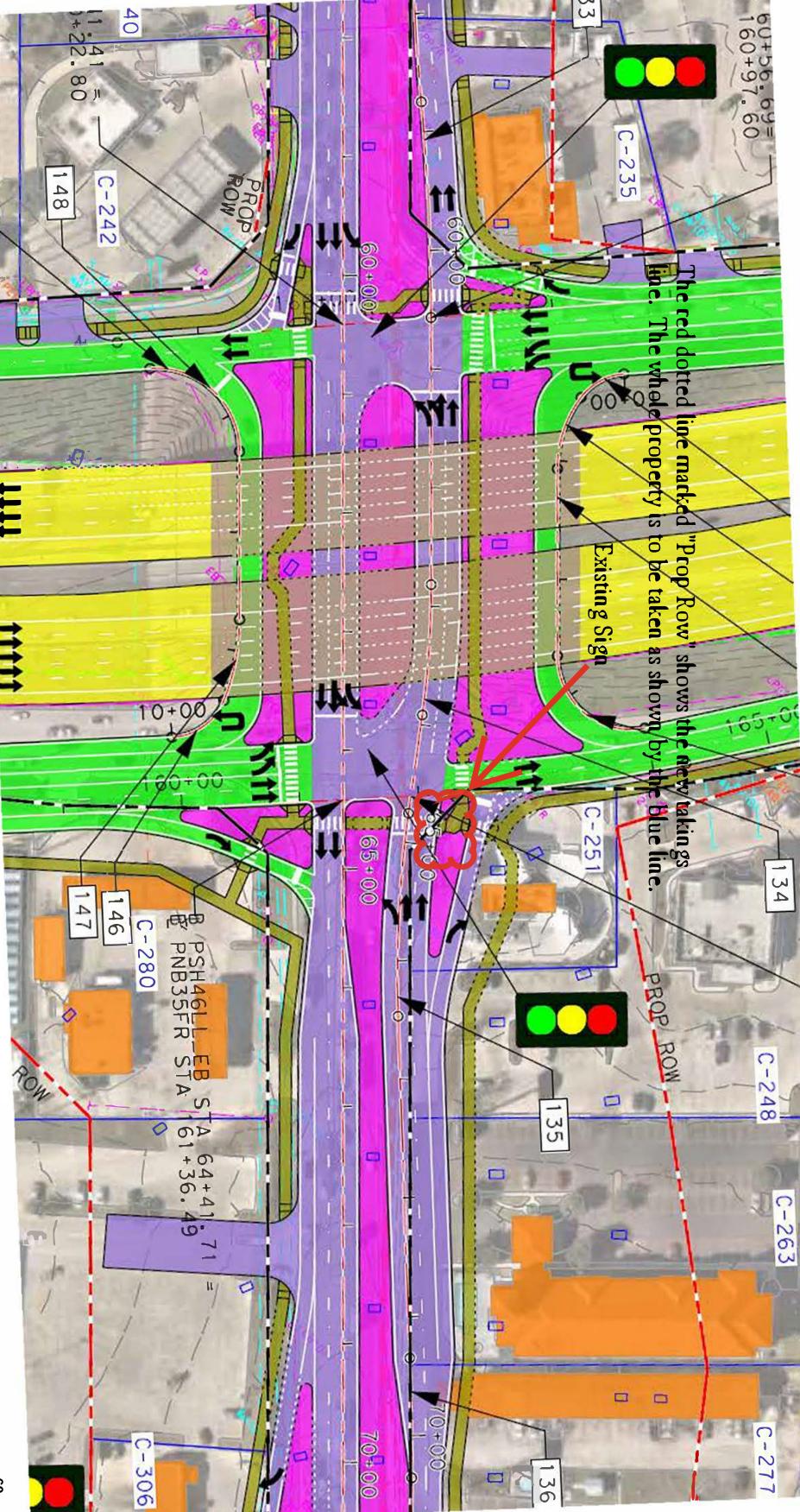
Dear City Manager:

Lamar respectfully requests for an amendment to be made to the Economic Development Agreement, dated November 19, 2024, because Lamar (Signage) Panels 80201 and 80202 are going to be condemned by TxDOT. As such Lamar would ask that the Agreement reflect the change from Lamar panels 80201 and 80202 to Lamar panels 1325 and 1348 at the location of: 4041-4029 S. I-35 South Frontage Road, New Braunfels, Texas 78130.

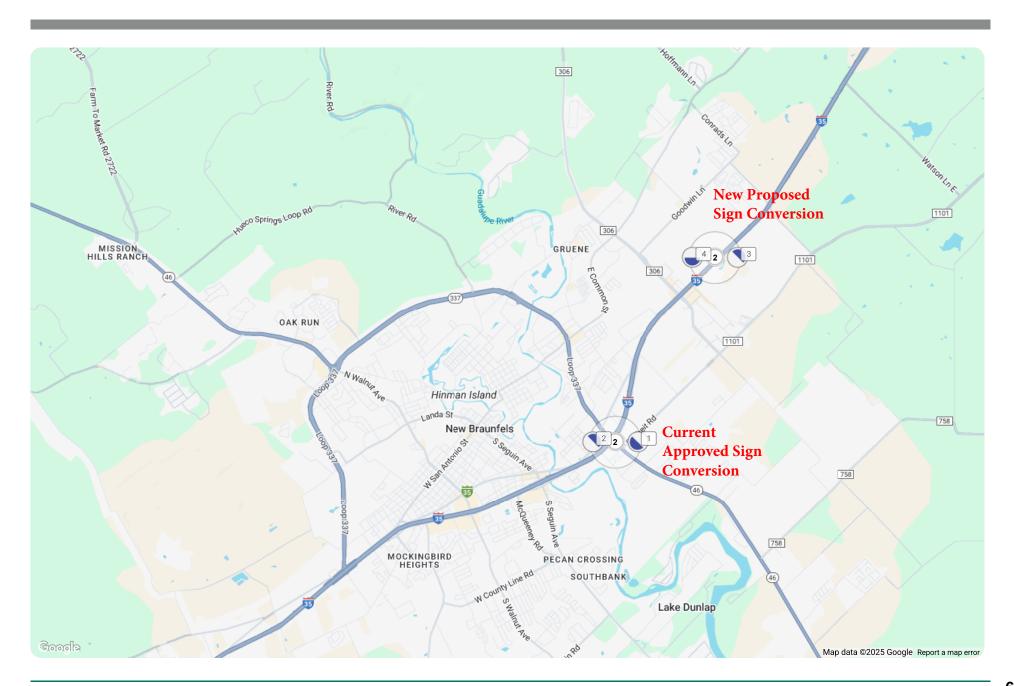
A redline of the Agreement reflecting this amendment is *attached* to this letter. Should you have any questions or wish to discuss this matter further, please contact General Manager, Alan Reeder.

Sincerely,

Alan Reeder, General Manager, VP



MAP #1



LOCATION LIST

NEW BRAUNFELS-PREVIOUS AMENDED PARCELS VS NEW (PRO...

						*11	mpression values based on:	Total Populat
Map Icon	Label	Panel #	Geopath Id	Media/Style	Facing	H x W	*Weekly Impressions	Illum.
	1	80201	14922092	Rotary Bulletin / Regular	North East	14' 0" x 48' 0"	381,529	YES
Location: E/S I-35	5@46 CUF	RRENT						
	_	VAY AGENCY LLC						
Miscellaneous: **	*Previously Ame	nded Location						
	2	80202	14922093	Rotary Bulletin / Regular	South West	14' 0" x 48' 0"	523,261	YES
Location: E/S I-35	CUF	RRENT						
	0 (0) 40							
Current Advertise	er: MEANWHII E	BREWING CO						
Current Advertise Miscellaneous: **								
			155004	Permanent Bulletin / Regular	South West	14' 0" x 48' 0"	432,249	YES
Miscellaneous: **	*Previously Ame	nded Location		Permanent Bulletin / Regular	South West	14' 0" x 48' 0"	432,249	YES
	*Previously Ame 3 I., 1/2 MI N/O HW	1325 YY 306 PROP		Permanent Bulletin / Regular	South West	14' 0" x 48' 0"	432,249	YES
Miscellaneous: ** Location: IH-35 N Current Advertise	*Previously Ame 3 ., 1/2 MI N/O HW er: BLUE COMPA	1325 WY 306 PROPO		Permanent Bulletin / Regular	South West	14' 0" x 48' 0"	432,249	YES
Miscellaneous: ** Note: The state of the st	*Previously Ame 3 ., 1/2 MI N/O HW er: BLUE COMPA	1325 WY 306 PROPO		Permanent Bulletin / Regular Permanent Bulletin / Regular	South West North	14' 0" x 48' 0" 14' 0" x 48' 0"	432,249 464,027	YES
Miscellaneous: ** Location: IH-35 N Current Advertise Miscellaneous: **	3 ., 1/2 MI N/O HW er: BLUE COMPA *New Amended I	1325 WY 306 PROPO	OSED 155026					
Miscellaneous: ** Location: IH-35 N Current Advertise	3 I., 1/2 MI N/O HW Pr: BLUE COMPA *New Amended I 4 I., 1/2 MI N/O HW	1325 YY 306 PROPO ASS RV Location 1348 YY 306 PROPO	OSED 155026					

Total Weekly Impressions: 1,801,066

(LAMAR) | AUSTIN | 800.524.4599 | lamar.com/austin

CURRENT APPROVED SIGN CONVERSION

PANEL #80201

© E/S I-35 @ 46





ADVERTISING STRENGTHS: PLEASE NOTE THIS PANEL IS BEING CONVERTED TO DIGITAL IN 2025 AND IF CONTRACTED NOW WOULD BE SAME COST FOR ONE SPOT ON NEW DIGITAL; Long reading bulletin targeting tourist, commuter and local traffic as they enter New Braunfels from north and onward toward San Antonio; Near top tourist and recreation hotspots along the Guadalupe River, in quaint downtown and Texas Hill Country destinations

WEEKLY IMPRESSIONS: 381,529*

MEDIA TYPE/STYLE:Rotary Bulletin - RegularLAT/LONG:29.699945 / -98.09302MARKET:NEW BRAUNFELS

GEOPATH ID: 14922092

PANEL SIZE:14' 0" x 48' 0" View Spec SheetFACING/READ:North East / Left Video Drive-By

ILLUMINATED: YES

MISCELLANEOUS: ***Previously Amended Location
SHIPPING ADDRESS: 7020 US Hwy 290 East Austin, TX 78723

CURRENT APPROVED SIGN CONVERSION

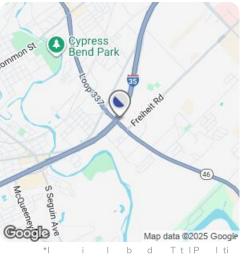
PANEL #80202

© E/S I-35 @ 46

Location #2







MARKET: NEW BRAUNFELS

GEOPATH ID: 14922093

PANEL SIZE: 14' 0" x 48' 0" View Spec Sheet

FACING/READ: South West / Right

ILLUMINATED: YES

MISCELLANEOUS: ***Previously Amended Location
SHIPPING ADDRESS: 7020 US Hwy 290 East Austin, TX 78723

(LAMAR) | AUSTIN | 800.524.4599 | lamar.com/austin

PANEL #1325 PROPOSED NEW SIGN CONVERSION LOCATION

◎ IH-35 N., 1/2 MI N/O HWY 306

Location #2







ADVERTISING STRENGTHS: North along I-35 headed toward San Marcos from New Braunfels

WEEKLY IMPRESSIONS: 432,249*

MEDIA TYPE/STYLE:Permanent Bulletin - RegularLAT/LONG:29.736545 / -98.070105MARKET:NEW BRAUNFELS

GEOPATH ID: 155004

PANEL SIZE: 14' 0" x 48' 0" View Spec Sheet

FACING/READ: South West / Le

ILLUMINATED: YES

SHIPPING ADDRESS: 7020 US Hwy 290 East Austin, TX 78723

(LAMAR) | AUSTIN | 800.524.4599 | lamar.com/austin

PROPOSED NEW SIGN CONVERSION LOCATION

PANEL #1325

◎ IH-35 N., 1/2 MI N/O HWY 306

Location #1



ADVERTISING STRENGTHS: North along I-35 headed toward San Marcos from **New Braunfels**

WEEKLY IMPRESSIONS: 432,249*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular 29.736545 / -98.070105 LAT/LONG: MARKET: **NEW BRAUNFELS**

GEOPATH ID:

PANEL SIZE: 14' 0" x 48' 0" View Spec Sheet

FACING/READ: South West / Le

ILLUMINATED: YES

SHIPPING ADDRESS: 7020 US Hwy 290 East

Austin, TX 78723



*Impression values based on: Total Population

PANEL #1348

PROPOSED NEW SIGN CONVERSION LOCATION

◎ IH-35 N., 1/2 MI N/O HWY 306

Location #1







ADVERTISING STRENGTHS: South from San Marcos into New Braunfels

WEEKLY IMPRESSIONS: 464,027*

MEDIA TYPE/STYLE:Permanent Bulletin - RegularLAT/LONG:29.736545 / -98.070105MARKET:NEW BRAUNFELS

GEOPATH ID: 155026

PANEL SIZE: 14' 0" x 48' 0" View Spec Sheet

FACING/READ: North / Right

ILLUMINATED: YES

SHIPPING ADDRESS: 7020 US Hwy 290 East Austin, TX 78723

PROPOSED NEW SIGN CONVERSION LOCATION

PANEL #1348

◎ IH-35 N., 1/2 MI N/O HWY 306

Location #1



ADVERTISING STRENGTHS: South from San Marcos into New Braunfels

WEEKLY IMPRESSIONS: 464,027*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular LAT/LONG: 29.736545 / -98.070105 MARKET: **NEW BRAUNFELS**

GEOPATH ID: 155026

PANEL SIZE: 14' 0" x 48' 0" View Spec Sheet

FACING/READ: North / Right

ILLUMINATED: YES

SHIPPING ADDRESS: 7020 US Hwy 290 East

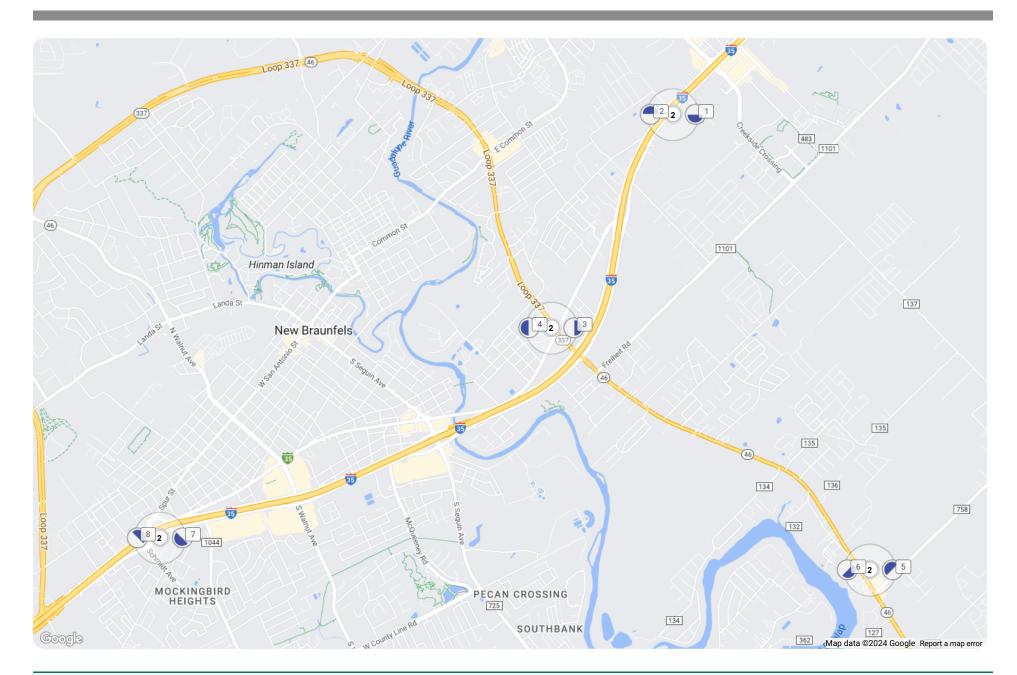
Austin, TX 78723



*Impression values based on: Total Population

MAP #1

THE CITY OF NEW BRAUNFELS-STRUCTURE REMOVALS



LOCATION LIST

THE CITY OF NEW BRAUNFELS-STRUCTURE REMOVALS

Map Icon	Label	Panel#	Geopath Id	Media/Style	Facing	HxW	*Weekly Impressions	Illum.
	1	43941	30663383	Junior Bulletin / Regular	North	10' 0" x 32' 0"	290,519	NO
Location: I-35 .4	MI S/O FM 306 E	E/S						
Current Advertise	er: LAMAR SELF	PROMO CONTRA	CTS					
Miscellaneous: R	Remove Structure	•						
	2	43942	30663384	Junior Bulletin / Regular	South	10' 0" x 32' 0"	524,081	NO
ocation: L35_41	MI S/O EM 306 E	:/9						
			ATION (SW)					
Current Advertise	er: GRUENE ME	RCHANTS ASSOCI	ATION (SW)					
Location: I-35 .4 Current Advertise Miscellaneous: R	er: GRUENE ME	RCHANTS ASSOCI	ATION (SW)					
Current Advertise	er: GRUENE ME	RCHANTS ASSOCI	ATION (SW) 154757	Permanent Bulletin / Regular	West	10' 6" x 36' 0"	161,789	YES
Current Advertise	er: GRUENE ME Remove Structure	RCHANTS ASSOCI		Permanent Bulletin / Regular	West	10' 6" x 36' 0"	161,789	YES
Current Advertise Miscellaneous: R	er: GRUENE ME Remove Structure 3	RCHANTS ASSOCI	154757	Permanent Bulletin / Regular	West	10' 6" x 36' 0"	161,789	YES
Current Advertise Miscellaneous: R	er: GRUENE ME Remove Structure 3 337 S/S .2MI W/C er: DBA CHAMP	10122 D I-35 F/W ION HOME SERVIC	154757	Permanent Bulletin / Regular	West	10' 6" x 36' 0"	161,789	YES
Current Advertise Miscellaneous: R Location: LOOP C	er: GRUENE ME Remove Structure 3 337 S/S .2MI W/C er: DBA CHAMP	10122 D I-35 F/W ION HOME SERVIC	154757	Permanent Bulletin / Regular Permanent Bulletin / Regular	West	10' 6" x 36' 0" 10' 6" x 36' 0"	161,789 166,249	YES
Current Advertise Miscellaneous: R Location: LOOP Current Advertise Miscellaneous: R	er: GRUENE ME Remove Structure 3 3337 S/S .2MI W/C er: DBA CHAMP Remove Structure	10122 D I-35 F/W ION HOME SERVIC	154757 ES					
Current Advertise Miscellaneous: R Location: LOOP Current Advertise	er: GRUENE ME Remove Structure 3 337 S/S .2MI W/C er: DBA CHAMP Remove Structure 4 337 .2MI W/O I-3	10122 D I-35 F/W ION HOME SERVIC 10121	154757 ES					

(LAMAR) | AUSTIN | 800.524.4599 | lamar.com/austin

LOCATION LIST

THE CITY OF NEW BRAUNFELS-STRUCTURE REMOVALS

						*Ir	mpression values based on:	Total Popu
Map Icon	Label	Panel #	Geopath Id	Media/Style	Facing	H x W	*Weekly Impressions	Illum.
	5	1008	154753	Permanent Bulletin / Regular	South East	10' 0" x 40' 0"	127,406	YES
Location: SH 46 I Current Advertise Miscellaneous: R	er: GUADALUPE	REGIONAL MEDIC	AL CENTER					
	6	1016	154761	Permanent Bulletin / Regular	North West	10' 0" x 40' 0"	124,153	YES
Current Advertise Miscellaneous: R		REGIONAL MEDIC	AL CENTER 155744	Permanent Bulletin / Regular	North East	14' 0" x 48' 0"	311,160	YES
Location: E/S I-39 Current Advertise Miscellaneous: R	er: LAMAR SELF	PROMO CONTRA	стѕ					
	8	90412	155745	Permanent Bulletin / Regular	South West	14' 0" x 48' 0"	405,316	YES
Location: E/S I-39 Current Advertise Miscellaneous: R	er: LAMAR SELF	PROMO CONTRA	CTS					

Total Weekly Impressions: 2,110,673

[LAMAR] | AUSTIN | 800.524.4599 | lamar.com/austin

PANEL #43941

© I-35 .4 MI S/O FM 306 E/S

Location #1







ADVERTISING STRENGTHS: Targeting traffic to New Braunfels - home to Schliterbahn Waterpark, Landa Park, Wurstfest, and other activities

WEEKLY IMPRESSIONS: 290,519*

MEDIA TYPE/STYLE: Junior Bulletin - Regular

 LAT/LONG:
 29.7241 / -98.0829

 MARKET:
 NEW BRAUNFELS

GEOPATH ID: 30663383

PANEL SIZE: 10' 0" x 32' 0" View Spec Sheet

FACING/READ: North / Left

ILLUMINATED: NO

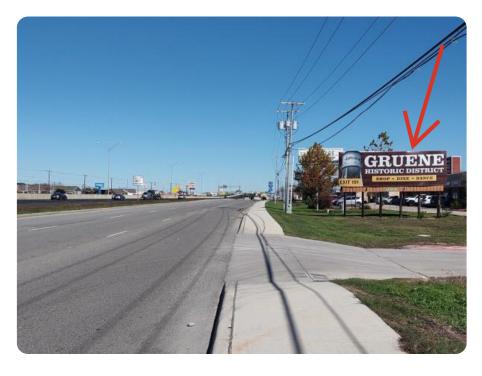
MISCELLANEOUS: Remove Structure

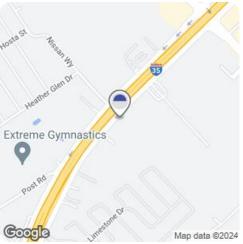
SHIPPING ADDRESS: 7020 US Hwy 290 East Austin, TX 78723

© I-35 .4 MI S/O FM 306 E/S

Location #2







ADVERTISING STRENGTHS: Located just outside central New Braunfels at the nations largest Buc-ee's

WEEKLY IMPRESSIONS: 524,081*

MEDIA TYPE/STYLE: Junior Bulletin - Regular

 LAT/LONG:
 29.7241 / -98.0829

 MARKET:
 NEW BRAUNFELS

GEOPATH ID: 30663384

PANEL SIZE: 10' 0" x 32' 0" View Spec Sheet

FACING/READ: South / Right

ILLUMINATED: NO

MISCELLANEOUS: Remove Structure

SHIPPING ADDRESS: 7020 US Hwy 290 East Austin, TX 78723

© LOOP 337 S/S .2MI W/O I-35 F/W

Location #3







ADVERTISING STRENGTHS: East back toward I-35

WEEKLY IMPRESSIONS: 161,789*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular

 LAT/LONG:
 29.702946 / -98.096865

 MARKET:
 NEW BRAUNFELS

GEOPATH ID: 154757

PANEL SIZE: 10' 6" x 36' 0" View Spec Sheet

FACING/READ: West / Right

ILLUMINATED: YES

MISCELLANEOUS: Remove Structure

SHIPPING ADDRESS: 7020 US Hwy 290 East Austin, TX 78723

© LOOP 337 .2MI W/O I-35 F/E









ADVERTISING STRENGTHS: Excellent location in the center of New Braunfels towards Llano Park and Schliterbahn

WEEKLY IMPRESSIONS: 166,249*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular

LAT/LONG: <u>29.702946 / -98.096865</u>

MARKET: NEW BRAUNFELS

GEOPATH ID: 30637939

PANEL SIZE: 10' 6" x 36' 0" View Spec Sheet

FACING/READ: East / Left

ILLUMINATED: YES

MISCELLANEOUS: Remove Structure

SHIPPING ADDRESS: 7020 US Hwy 290 East Austin, TX 78723

SH 46 E N/S 3.2 MI E/O IH-35 EF

Location #5







ADVERTISING STRENGTHS: North along 46 through New Braunfels toward I-35

WEEKLY IMPRESSIONS: 127,406*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular

 LAT/LONG:
 29.6788 / -98.0604

 MARKET:
 NEW BRAUNFELS

GEOPATH ID: 154753

PANEL SIZE: 10' 0" x 40' 0" View Spec Sheet

FACING/READ: South East / Right

ILLUMINATED: YES

MISCELLANEOUS: Remove Structure

SHIPPING ADDRESS: 7020 US Hwy 290 East Austin, TX 78723

SH 46 E N/S 3.2 MI E/O IH-35 WF

Location #6







ADVERTISING STRENGTHS: Southeast from New Braunfels toward Seguin and I-10

WEEKLY IMPRESSIONS: 124,153*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular

 LAT/LONG:
 29.6788 / -98.0604

 MARKET:
 NEW BRAUNFELS

GEOPATH ID: 154761

PANEL SIZE: 10' 0" x 40' 0" View Spec Sheet

FACING/READ: North West / Left

ILLUMINATED: YES

MISCELLANEOUS: Remove Structure

SHIPPING ADDRESS: 7020 US Hwy 290 East Austin, TX 78723

© E/S I-35 N/O BUS 35 SCHMIDT AVE

Location #7







ADVERTISING STRENGTHS: Unit targets southbound IH-35 commuters leaving New Braunfels to San Antonio.

WEEKLY IMPRESSIONS: 311,160*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular

 LAT/LONG:
 29.682005 / -98.14168

 MARKET:
 NEW BRAUNFELS

GEOPATH ID: 155744

PANEL SIZE: 14' 0" x 48' 0" View Spec Sheet

FACING/READ: North East / Left

ILLUMINATED: YES

MISCELLANEOUS: Remove Structure

SHIPPING ADDRESS: 7020 US Hwy 290 East Austin, TX 78723

© E/S I-35 N/O BUS 35 SCHMIDT AVE

Location #8







ADVERTISING STRENGTHS: Bulletin targets northbound IH-35 commuters from San Antonio as they enter the New Braunfels city limits.

WEEKLY IMPRESSIONS: 405,316*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular

 LAT/LONG:
 29.682005 / -98.14168

 MARKET:
 NEW BRAUNFELS

GEOPATH ID: 155745

PANEL SIZE: 14' 0" x 48' 0" View Spec Sheet

FACING/READ: South West / Right

ILLUMINATED: YES

MISCELLANEOUS: Remove Structure

SHIPPING ADDRESS: 7020 US Hwy 290 East Austin, TX 78723

FIRST AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT

THIS FIRST AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the date the last party executes this Agreement (the "Effective Date"), by and between the City of New Braunfels, Texas ("City") and Lamar Advantage Holding Company ("Lamar") OR ("Company"). Collectively, the City and the Company may be referred to as "Parties" and individually as a "Party", acting by and through their respective authorized officers.

RECITALS:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380"), the City may establish and provide for the administration of an economic development program to advance economic growth, while also stimulating business and commercial activity within the City of New Braunfels;

WHEREAS, Lamar has applied (or will apply) to the City for permission to convert two (2) sign panels (being Lamar Panel Numbers 802011325 and 802021348) into digital panels on an existing billboard located on the east side of I-35 at SH 46 at the address of 1200 N. I-35 at W/S I-35 North of FM 306 at 4041-4029 S. I-35 South Frontage Road, New Braunfels, Texas 78130. The billboard panels that are to be converted to digital panels are referred to herein as the "Digital Billboard". The conversion of the Digital Billboard as described above is sometimes referred to herein as the "Project".

WHEREAS, the Company shall construct the Project and the Company shall comply substantially with the Development Standards of the City in relation to the Digital Billboard;

WHEREAS, the Company is willing to construct and pay for the conversion to the digital panels in exchange for the City's approval of the Project subject to the terms and conditions of this Agreement;

WHEREAS, the City of New Braunfels wishes to encourage and to assist economic development in the City of New Braunfels and the greater New Braunfels area by utilizing the Company's Digital Billboard as an introduction to the City of New Braunfels to advertise city-sponsored events to communities outside of the City;

WHEREAS, the City of New Braunfels wishes to encourage and to assist economic development in the City of New Braunfels and the greater New Braunfels area by utilizing the Company's Digital Billboard to advertise proposed developments and other opportunities for commercial investment in the City of New Braunfels;

WHEREAS, the Company, in consideration of the City's approval of the Project, has agreed to entirely remove (or cause to be entirely removed) the following four billboard structures: (1) the billboard containing two sign panels (Lamar Panel Numbers 43941 and 43942) located at the address of 2050 N. I-35, New Braunfels 78130; (2) the billboard containing two sign panels (Lamar Panel Numbers 10121 and 10122) located at the address of 209 Loop 337, New Braunfels 78130; (3) the billboard containing two sign panels (Lamar Panel Numbers 1008 and 1016) located

near the intersection of SH 46 and FM 758 (Property ID No. 129603); and (4) the billboard containing two sign panels (Lamar Panel Numbers 90411 and 90412) located at the address of 2475 I-35 South, New Braunfels 78130 (the billboard removals described above in (1) - (4) being referred to herein as the "Billboard Removals").

WHEREAS, the City has the authority to enter into this Agreement and the City desires to treat all billboard companies in a fair and equal manner.

NOW, THEREFORE, for and in consideration of the terms, conditions and covenants set forth herein, the parties agree as follows:

RECITALS INCORPORATED. The representations, covenants and recitations set forth in the recitals to this Agreement are material to this Agreement and are hereby found and agreed to be true and correct and are incorporated into and made a part of this Agreement for all purposes.

ARTICLE I DEFINITIONS

"City" means the City of New Braunfels, a municipal corporation of the State of Texas.

"Comply" and "compliance" means timely, full, and complete performance of each requirement, obligation, duty, condition, or warranty as stated in this agreement. "Comply" and "compliance" mean complete compliance in all material respects and do not mean substantial compliance, unless otherwise specifically stated.

"Construct" and "construction" mean construction and/or installation in a good and workmanlike manner and in compliance with applicable State and local laws, codes and regulations (including but not limited to substantial compliance with the Development Standards of the City); or valid waivers thereof or variances thereunder and the construction plans approved by the City and the State of Texas.

"Development Standards of the City" means the development standards set forth in the applicable ordinances of the City of New Braunfels.

ARTICLE II PERFORMANCE CRITERIA AND DEFAULT

Section 2.01 Construction Criteria/ Billboard Removals. The Company agrees and covenants that it shall:

- a) Construct or cause to be constructed and completed within Company's control the Digital Billboard in compliance with all City ordinances and specifications of this Agreement.
 - b) The Digital Billboard shall comply with the following ambient light protections:
 - 1. The Digital Billboard shall utilize self-adjusting technology so the

brightness adjusts with the intensity of the surrounding ambient light. The Digital Billboard must automatically adjust the sign brightness so that the brightness level of the sign is no more than 0.3 foot-candles over ambient light conditions at a distance of 250 feet from the signs. The digital display sign must be equipped with both a dimmer control and photocell that automatically adjusts the display's intensity according to natural ambient light conditions.

- a. The Digital Billboard may not increase the light level on a lot in a residential district over ambient conditions without the digital display, measured in foot-candles at the point closest to the sign that is five feet inside the residential lot and five feet above the ground.
- b. Before the issuance of approval of the plans for the Digital Billboard, the Company shall provide written certification from the sign manufacturer that:
 - i. The light intensity has been factory programmed to comply with the maximum brightness and dimming standards in this subsection; and
 - ii. The light intensity is protected from end-use manipulation by password-protected software or other method satisfactory to the building official.
- c) The Digital Billboard shall comply with the following additional standards:
 - 1. *Maximum height*. The Digital Billboard shall not exceed an overall height of 4260 feet above grade.
 - 2. Sign face.
 - a. The Digital Billboard shall have no more than two sign faces.
 - b. Each Digital Billboard sign face shall not exceed 672 square feet, nor exceed a height of 14 feet and width of 48 feet.
 - 3. Sign display.
 - a. Any change of images 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.
 - b. There must be a static display with no special effect changes between messages.
 - c. Images must remain static for at least 8 seconds. The transition from each static image may not last more than two seconds.

- d. Any sign image or information shall not have a solid white background between the time period of 30 minutes after sunset and 30 minutes before sunrise.
- e. The Digital Billboard display shall use diagnostics to monitor for problems or malfunctions and shall automatically alert the NOC (Network Operation Center) of pending issues. In the event of a significant problem or malfunction on the sign display (i.e. over bright module, flashing, etc.), the display shall be remotely turned off by an NOC technician until a service technician can be dispatched to the site to resolve the issue.
- d) The Company agrees to complete the Billboard Removals within ninety (90) days following the date of the City's (and the Texas Department of Transportation's) issuance of all necessary permits and approvals for the Project (subject, however, to any force majeure delays). The Billboard Removals must be completed prior to operation of the Digital Billboard.

Section 2.02 Performance Criteria. The Company agrees and covenants that it shall:

- a) Maintain the Digital Billboard in good and working condition, and promptly conduct any repairs should the Digital Billboard become damaged, unsightly, or otherwise out of compliance with City ordinances or the requirements of this Agreement. In this respect, it is expressly agreed that following construction of the Digital Billboard, Company shall be entitled to maintain, repair, replace and/or reconstruct the Digital Billboard in the usual course of Company's business operations.
- b) The Digital Billboard shall never be used for ad copy that is sexual, profane, lewd, or attacking in nature.
- c) Advertise City of New Braunfels content on the Digital Billboard according to the terms set forth herein, without charging the City for any costs associated with doing so:
 - 1. Lamar will promptly make available the digital display to City law enforcement and fire department for emergency messaging, to include Amber Alerts and other missing persons announcements, disaster evacuation information, and other urgent public safety topics. Such messages will be added to the advertising rotation promptly and will remain in the advertising rotation for 48 hours, unless more or less time is requested in relation to the nature of the emergency and the message; and
 - 2. Lamar shall use best efforts to tie the Digital Billboard into the Texas state system for posting emergency messages by the Division of Emergency Management, Department of Transportation, Department of Public Safety, and others as they enter the program.
 - 3. In addition (and separate from any emergency messaging pursuant to

Section 2.02(c)1), Lamar agrees to reserve one (1) time slot per day, every day, on the Digital Billboard for the City to advertise and/or inform the public of City sponsored events, hiring campaigns, weather updates and other City-related opportunities. The aforementioned time slot shall rotate every six (6) months between the north and south sides of the Digital Board.

ARTICLE III BREACH AND REMEDIES

Section 3.01 Remedies. The Parties expressly recognize and acknowledge:

- a) that a breach of this Agreement by either Party may cause damage to the non-breaching Party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either Party, the other Party shall be entitled, but not limited to, the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching Party.
- b) that the specifications, conditions, and performance requirements herein will attach to the permit provided by the City. Therefore, in addition to any judicial enforcement through breach of contract, Lamar is also subject to enforcement through any and all remedies available through code and permit violations including, but not limited to, citations and permit revocation.
- c) Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

Section 3.02 Default. A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

Section 3.03 Notice of Default or Breach.

The complaining Party must give the non-complaining Party written notice of default or breach, including specification of the alleged default(s) or breach(es), and a cure period of at least 30 days. Notice must be sent by certified mail, return receipt requested, but may also be sent by other methods; notice, however, is effective only as of the date delivery of the certified mail correspondence is initially attempted. The Parties' addresses for notice are:

If to the City, to:

City of New Braunfels Attn: City Manager 550 Landa Street New Braunfels, TX 78130

With a copy to the City Attorney:

City of New Braunfels Attn: City Attorney 44<u>55</u>0 Landa Street New Braunfels, TX 78130

Lamar Advantage Holding Company

Attention: Alan Reeder, VP. General Manager 7020 Hwy 290 East Austin, Texas 78723

Section 3.04 Mediation.

If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation before resorting to litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. All costs of negotiation and mediation collectively known as alternate dispute resolution ("ADR") shall be assessed equally between the City and Company with each party bearing their own costs for attorney's fees, experts, and other costs of ADR and any ensuing litigation.

ARTICLE IV COVENANTS AND DUTIES

Section 4.01Company's Covenants and Duties.

Company makes the following covenants and warranties to the City and agrees to timely and fully perform the obligations and duties contained in Article II of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Company.

- a) Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
- b) The execution of this Agreement has been duly authorized by the Company, and the individual signing this Agreement on behalf of the Company is empowered to execute such Agreement and bind the company. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of the agreement, by-laws, or of any agreement or instrument to which Company is a party to or by which it may be bound.
- c) The Company is not a party to any bankruptcy proceedings currently pending or contemplated, and Company has not been informed of any potential involuntary bankruptcy

proceedings.

- d) The Company agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the Project on the Property which lie within the City limits including payment of any required permit or annual fees.
- e) The Company shall obtain City approval of permits, plans and specifications for the Project improvements prior to starting any construction.
- f) The Company shall have a continuing duty to cooperate with the City in providing all necessary information to assist City in complying with this Agreement; and to execute such other and further documents as may be reasonably required to comply therewith.

Section 4.02 Representation and Warranties and Covenants by the City of New Braunfels.

- a) The City agrees to authorize the conversion of an existing static billboard to a Digital Billboard on the Property according to the specifications and requirements provided herein, so long as Company meets the requirements for such permitting required by the City. The City of New Braunfels further agrees to issue to the Company, or cause to be issued to the Company, all necessary permits or approvals for the Project. The City of New Braunfels represents and warrants that this Agreement is within the scope of its authority, and that it has been duly authorized and empowered to enter this agreement.
- b) The City agrees to adhere to the Company's standard operating procedures for placing outdoor advertising and the Company's advertising content specifications.

ARTICLE V TERMINATION

Section 5.01 Termination.

This Agreement shall terminate upon the earliest occurrence of any one or more of the following: (a) the written agreement of the Parties; (b) the Agreement's expiration date (as described below in Section 5.02); (c) an uncured Default by the Company, if the City elects to terminate the Agreement for an uncured Default; (d) the Company is prevented from constructing or maintaining the Digital Billboard by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, and the Company provides the City with written notice of termination due to the same; or (e) the Digital Billboard becomes entirely or partially obstructed in any way, or, in the Company's sole opinion, the location of the Digital Billboard becomes economically or otherwise undesirable, and the Company provides the City with thirty (30) days prior written notice of termination.

Section 5.02 Agreement Expiration Date.

This Agreement shall expire upon the twentieth (20^{th}) anniversary of this Agreement at the option of Lamar or its successor. This Agreement will automatically renew annually thereafter unless written notice of termination is provided by Lamar or its successor prior to the expiration of the twentieth (20^{th}) year following the Effective Date of this Agreement.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01 Limitations on Liability.

No public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement. The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code; provided that the parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty on the part of the City.

Section 6.02 Force Majeure.

In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and the full of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

The term "force majeure" as employed herein shall mean and refer, without limitation, to acts of God; strikes and/or lockouts; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority (other than the City): insurrections; riots; lightning, earthquakes, fires, hurricanes, storms, floods and other natural disasters; washouts and other weather-related delays' restraint of government and people; civil disturbance; explosions; or other causes not reasonably within the control of the party claiming such inability.

If, because of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full of such force majeure to the other party within thirty (30) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed except as hereinafter provide, but of no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

It is understood and agreed that the settlement of strikes and lockouts shall entirely within the discretion of the party having the difficulty, and that the above requirement and any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 6.03 Independent Contractors.

It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, the Company or its subcontractors or tenants at no time will be acting as agents of the City. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the Company under this Agreement, unless any such claims are due to the fault of the City.

Section 6.04 Interpretation.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

Section 6.05 Section or Other Headings.

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.06 Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein. Any Exhibits attached hereto are incorporated by reference for all purposes.

Section 6.07 Amendment.

This Agreement may only be amended, altered, or revoked by written instrument signed by the parties and as approved by the City Council of the City.

Section 6.08 Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns; provided however (i) the benefits of this Agreement in favor of the Company may not be assigned to any party, without written permission from the City.

Section 6.09 Applicable Law and Venue.

This Agreement is made and all obligations arising hereunder shall be construed and interpreted under the laws of the State of Texas and the venue for any action arising from the Agreement shall be Comal County, Texas.

Section 6.10 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

Section 6.11 No Additional Waiver Implied.

The failure of either Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

Section 6.12 Parties In Interest.

This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties.

Section 6.13 Severability.

If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

Section 6.14 Indemnification.

LAMAR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND 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 BROUGHT BY ANY THIRD PARTY AND RELATING TO COMPANY'S ACTIONS PURSUANT TO THIS AGREEMENT OR USE OF THE DIGITAL BILLBOARD.

THE INDEMNIFICATION HEREIN INCLUDES BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO COMPANY OR COMPANY'S TENANTS' OR ASSIGNS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF COMPANY OR COMPANY'S TENANTS OR ASSIGNS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF COMPANY OR COMPANY'S TENANTS OR ASSIGNS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT.

INDEMNIFICATION HERE IN DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS OR FEDERAL LAW, AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF COMPANY OR COMPANY'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT COMPANY'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY COMPANY TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL

MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. COMPANY FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE COMPANY SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTEREPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFCATION OF THE CITY AND/OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.

COMPANY:

Lamar Advantage Holding C	Company		
By: Name: Alan Reeder Title: VP., General Manager Date:			
STATE OF TEXAS			
COUNTY OF	§ § §		
This instrument was acknowledge by Alan Reeder, VP., General M	•	this day of ntage Holding Company	, 2024 <u>5</u>
		Notary Public, State of	Texas
(NOTARY SEAL)			

By:			
Name: Neal Linnartz			
Title: Mayor			
Date:			
STATE OF TEXAS	§		
	\$ \$ \$		
COUNTY OF	§		
This instrument was by Neal Linnartz, Mayor, C.			, 2

FIRST AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT

THIS FIRST AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the date the last party executes this Agreement (the "Effective Date"), by and between the City of New Braunfels, Texas ("City") and Lamar Advantage Holding Company ("Lamar") OR ("Company"). Collectively, the City and the Company may be referred to as "Parties" and individually as a "Party", acting by and through their respective authorized officers.

RECITALS:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380"), the City may establish and provide for the administration of an economic development program to advance economic growth, while also stimulating business and commercial activity within the City of New Braunfels;

WHEREAS, Lamar has applied (or will apply) to the City for permission to convert two (2) sign panels (being Lamar Panel Numbers 1325 and 1348) into digital panels on an existing billboard located at W/S I-35 North of FM 306 at 4041-4029 S. I-35 South Frontage Road, New Braunfels, Texas 78130. The billboard panels that are to be converted to digital panels are referred to herein as the "Digital Billboard". The conversion of the Digital Billboard as described above is sometimes referred to herein as the "Project".

WHEREAS, the Company shall construct the Project and the Company shall comply substantially with the Development Standards of the City in relation to the Digital Billboard;

WHEREAS, the Company is willing to construct and pay for the conversion to the digital panels in exchange for the City's approval of the Project subject to the terms and conditions of this Agreement;

WHEREAS, the City of New Braunfels wishes to encourage and to assist economic development in the City of New Braunfels and the greater New Braunfels area by utilizing the Company's Digital Billboard as an introduction to the City of New Braunfels to advertise city-sponsored events to communities outside of the City;

WHEREAS, the City of New Braunfels wishes to encourage and to assist economic development in the City of New Braunfels and the greater New Braunfels area by utilizing the Company's Digital Billboard to advertise proposed developments and other opportunities for commercial investment in the City of New Braunfels;

WHEREAS, the Company, in consideration of the City's approval of the Project, has agreed to entirely remove (or cause to be entirely removed) the following four billboard structures: (1) the billboard containing two sign panels (Lamar Panel Numbers 43941 and 43942) located at the address of 2050 N. I-35, New Braunfels 78130; (2) the billboard containing two sign panels (Lamar Panel Numbers 10121 and 10122) located at the address of 209 Loop 337, New Braunfels 78130; (3) the billboard containing two sign panels (Lamar Panel Numbers 1008 and 1016) located near the intersection of SH 46 and FM 758 (Property ID No. 129603); and (4) the billboard

containing two sign panels (Lamar Panel Numbers 90411 and 90412) located at the address of 2475 I-35 South, New Braunfels 78130 (the billboard removals described above in (1) - (4) being referred to herein as the "Billboard Removals").

WHEREAS, the City has the authority to enter into this Agreement and the City desires to treat all billboard companies in a fair and equal manner.

NOW, THEREFORE, for and in consideration of the terms, conditions and covenants set forth herein, the parties agree as follows:

RECITALS INCORPORATED. The representations, covenants and recitations set forth in the recitals to this Agreement are material to this Agreement and are hereby found and agreed to be true and correct and are incorporated into and made a part of this Agreement for all purposes.

ARTICLE I DEFINITIONS

"City" means the City of New Braunfels, a municipal corporation of the State of Texas.

"Comply" and "compliance" means timely, full, and complete performance of each requirement, obligation, duty, condition, or warranty as stated in this agreement. "Comply" and "compliance" mean complete compliance in all material respects and do not mean substantial compliance, unless otherwise specifically stated.

"Construct" and "construction" mean construction and/or installation in a good and workmanlike manner and in compliance with applicable State and local laws, codes and regulations (including but not limited to substantial compliance with the Development Standards of the City); or valid waivers thereof or variances thereunder and the construction plans approved by the City and the State of Texas.

"Development Standards of the City" means the development standards set forth in the applicable ordinances of the City of New Braunfels.

ARTICLE II PERFORMANCE CRITERIA AND DEFAULT

Section 2.01 Construction Criteria/ Billboard Removals. The Company agrees and covenants that it shall:

- a) Construct or cause to be constructed and completed within Company's control the Digital Billboard in compliance with all City ordinances and specifications of this Agreement.
 - b) The Digital Billboard shall comply with the following ambient light protections:
 - 1. The Digital Billboard shall utilize self-adjusting technology so the brightness adjusts with the intensity of the surrounding ambient light. The Digital Billboard

must automatically adjust the sign brightness so that the brightness level of the sign is no more than 0.3 foot-candles over ambient light conditions at a distance of 250 feet from the signs. The digital display sign must be equipped with both a dimmer control and photocell that automatically adjusts the display's intensity according to natural ambient light conditions.

- a. The Digital Billboard may not increase the light level on a lot in a residential district over ambient conditions without the digital display, measured in foot-candles at the point closest to the sign that is five feet inside the residential lot and five feet above the ground.
- b. Before the issuance of approval of the plans for the Digital Billboard, the Company shall provide written certification from the sign manufacturer that:
 - i. The light intensity has been factory programmed to comply with the maximum brightness and dimming standards in this subsection; and
 - ii. The light intensity is protected from end-use manipulation by password-protected software or other method satisfactory to the building official.
- c) The Digital Billboard shall comply with the following additional standards:
 - 1. *Maximum height*. The Digital Billboard shall not exceed an overall height of 60 feet above grade.
 - 2. Sign face.
 - a. The Digital Billboard shall have no more than two sign faces.
 - b. Each Digital Billboard sign face shall not exceed 672 square feet, nor exceed a height of 14 feet and width of 48 feet.
 - 3. Sign display.
 - a. Any change of images 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.
 - b. There must be a static display with no special effect changes between messages.
 - c. Images must remain static for at least 8 seconds. The transition from each static image may not last more than two seconds.

- d. Any sign image or information shall not have a solid white background between the time period of 30 minutes after sunset and 30 minutes before sunrise.
- e. The Digital Billboard display shall use diagnostics to monitor for problems or malfunctions and shall automatically alert the NOC (Network Operation Center) of pending issues. In the event of a significant problem or malfunction on the sign display (i.e. over bright module, flashing, etc.), the display shall be remotely turned off by an NOC technician until a service technician can be dispatched to the site to resolve the issue.
- d) The Company agrees to complete the Billboard Removals within ninety (90) days following the date of the City's (and the Texas Department of Transportation's) issuance of all necessary permits and approvals for the Project (subject, however, to any force majeure delays). The Billboard Removals must be completed prior to operation of the Digital Billboard.

Section 2.02 Performance Criteria. The Company agrees and covenants that it shall:

- a) Maintain the Digital Billboard in good and working condition, and promptly conduct any repairs should the Digital Billboard become damaged, unsightly, or otherwise out of compliance with City ordinances or the requirements of this Agreement. In this respect, it is expressly agreed that following construction of the Digital Billboard, Company shall be entitled to maintain, repair, replace and/or reconstruct the Digital Billboard in the usual course of Company's business operations.
- b) The Digital Billboard shall never be used for ad copy that is sexual, profane, lewd, or attacking in nature.
- c) Advertise City of New Braunfels content on the Digital Billboard according to the terms set forth herein, without charging the City for any costs associated with doing so:
 - 1. Lamar will promptly make available the digital display to City law enforcement and fire department for emergency messaging, to include Amber Alerts and other missing persons announcements, disaster evacuation information, and other urgent public safety topics. Such messages will be added to the advertising rotation promptly and will remain in the advertising rotation for 48 hours, unless more or less time is requested in relation to the nature of the emergency and the message; and
 - 2. Lamar shall use best efforts to tie the Digital Billboard into the Texas state system for posting emergency messages by the Division of Emergency Management, Department of Transportation, Department of Public Safety, and others as they enter the program.
 - 3. In addition (and separate from any emergency messaging pursuant to Section 2.02(c)1), Lamar agrees to reserve one (1) time slot per day, every day, on the

Digital Billboard for the City to advertise and/or inform the public of City sponsored events, hiring campaigns, weather updates and other City-related opportunities. The aforementioned time slot shall rotate every six (6) months between the north and south sides of the Digital Board.

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Section 3.01 Remedies. The Parties expressly recognize and acknowledge:

- a) that a breach of this Agreement by either Party may cause damage to the non-breaching Party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either Party, the other Party shall be entitled, but not limited to, the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching Party.
- b) that the specifications, conditions, and performance requirements herein will attach to the permit provided by the City. Therefore, in addition to any judicial enforcement through breach of contract, Lamar is also subject to enforcement through any and all remedies available through code and permit violations including, but not limited to, citations and permit revocation.
- c) Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

Section 3.02 Default. A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

Section 3.03 Notice of Default or Breach.

The complaining Party must give the non-complaining Party written notice of default or breach, including specification of the alleged default(s) or breach(es), and a cure period of at least 30 days. Notice must be sent by certified mail, return receipt requested, but may also be sent by other methods; notice, however, is effective only as of the date delivery of the certified mail correspondence is initially attempted. The Parties' addresses for notice are:

If to the City, to:

City of New Braunfels Attn: City Manager 550 Landa Street New Braunfels, TX 78130

With a copy to the City Attorney:

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Lamar Advantage Holding Company

Attention: Alan Reeder, VP. General Manager 7020 Hwy 290 East Austin, Texas 78723

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If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation before resorting to litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. All costs of negotiation and mediation collectively known as alternate dispute resolution ("ADR") shall be assessed equally between the City and Company with each party bearing their own costs for attorney's fees, experts, and other costs of ADR and any ensuing litigation.

ARTICLE IV COVENANTS AND DUTIES

Section 4.01Company's Covenants and Duties.

Company makes the following covenants and warranties to the City and agrees to timely and fully perform the obligations and duties contained in Article II of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Company.

- a) Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
- b) The execution of this Agreement has been duly authorized by the Company, and the individual signing this Agreement on behalf of the Company is empowered to execute such Agreement and bind the company. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of the agreement, by-laws, or of any agreement or instrument to which Company is a party to or by which it may be bound.
- c) The Company is not a party to any bankruptcy proceedings currently pending or contemplated, and Company has not been informed of any potential involuntary bankruptcy proceedings.

- d) The Company agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the Project on the Property which lie within the City limits including payment of any required permit or annual fees.
- e) The Company shall obtain City approval of permits, plans and specifications for the Project improvements prior to starting any construction.
- f) The Company shall have a continuing duty to cooperate with the City in providing all necessary information to assist City in complying with this Agreement; and to execute such other and further documents as may be reasonably required to comply therewith.

Section 4.02 Representation and Warranties and Covenants by the City of New Braunfels.

- a) The City agrees to authorize the conversion of an existing static billboard to a Digital Billboard on the Property according to the specifications and requirements provided herein, so long as Company meets the requirements for such permitting required by the City. The City of New Braunfels further agrees to issue to the Company, or cause to be issued to the Company, all necessary permits or approvals for the Project. The City of New Braunfels represents and warrants that this Agreement is within the scope of its authority, and that it has been duly authorized and empowered to enter this agreement.
- b) The City agrees to adhere to the Company's standard operating procedures for placing outdoor advertising and the Company's advertising content specifications.

ARTICLE V TERMINATION

Section 5.01 Termination.

This Agreement shall terminate upon the earliest occurrence of any one or more of the following: (a) the written agreement of the Parties; (b) the Agreement's expiration date (as described below in Section 5.02); (c) an uncured Default by the Company, if the City elects to terminate the Agreement for an uncured Default; (d) the Company is prevented from constructing or maintaining the Digital Billboard by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, and the Company provides the City with written notice of termination due to the same; or (e) the Digital Billboard becomes entirely or partially obstructed in any way, or, in the Company's sole opinion, the location of the Digital Billboard becomes economically or otherwise undesirable, and the Company provides the City with thirty (30) days prior written notice of termination.

Section 5.02 Agreement Expiration Date.

This Agreement shall expire upon the twentieth (20th) anniversary of this Agreement at the option of Lamar or its successor. This Agreement will automatically renew annually thereafter unless written notice of termination is provided by Lamar or its successor prior to the expiration of the twentieth (20th) year following the Effective Date of this Agreement.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01 Limitations on Liability.

No public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement. The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code; provided that the parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty on the part of the City.

Section 6.02 Force Majeure.

In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and the full of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

The term "force majeure" as employed herein shall mean and refer, without limitation, to acts of God; strikes and/or lockouts; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority (other than the City): insurrections; riots; lightning, earthquakes, fires, hurricanes, storms, floods and other natural disasters; washouts and other weather-related delays' restraint of government and people; civil disturbance; explosions; or other causes not reasonably within the control of the party claiming such inability.

If, because of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full of such force majeure to the other party within thirty (30) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed except as hereinafter provide, but of no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

It is understood and agreed that the settlement of strikes and lockouts shall entirely within the discretion of the party having the difficulty, and that the above requirement and any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 6.03 Independent Contractors.

It is expressly understood and agreed by all Parties hereto that in performing their services

hereunder, the Company or its subcontractors or tenants at no time will be acting as agents of the City. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the Company under this Agreement, unless any such claims are due to the fault of the City.

Section 6.04 Interpretation.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

Section 6.05 Section or Other Headings.

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.06 Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein. Any Exhibits attached hereto are incorporated by reference for all purposes.

Section 6.07 Amendment.

This Agreement may only be amended, altered, or revoked by written instrument signed by the parties and as approved by the City Council of the City.

Section 6.08 Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns; provided however (i) the benefits of this Agreement in favor of the Company may not be assigned to any party, without written permission from the City.

Section 6.09 Applicable Law and Venue.

This Agreement is made and all obligations arising hereunder shall be construed and interpreted under the laws of the State of Texas and the venue for any action arising from the Agreement shall be Comal County, Texas.

Section 6.10 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

Section 6.11 No Additional Waiver Implied.

The failure of either Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

Section 6.12 Parties In Interest.

This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties.

Section 6.13 Severability.

If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

Section 6.14 Indemnification.

LAMAR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND 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 BROUGHT BY ANY THIRD PARTY AND RELATING TO COMPANY'S ACTIONS PURSUANT TO THIS AGREEMENT OR USE OF THE DIGITAL BILLBOARD.

THE INDEMNIFICATION HEREIN INCLUDES BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO COMPANY OR COMPANY'S TENANTS' OR ASSIGNS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF COMPANY OR COMPANY'S TENANTS OR ASSIGNS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF COMPANY OR COMPANY'S TENANTS OR ASSIGNS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT.

INDEMNIFICATION HERE IN DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS OR FEDERAL LAW, AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF COMPANY OR COMPANY'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT COMPANY'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY COMPANY TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY

ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. COMPANY FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE COMPANY SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTEREPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFCATION OF THE CITY AND/OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.

COMPANY:			
Lamar Advantage Holding Co	ompany		
Bv:			
By: Name: Alan Reeder			
Title: VP., General Manager			
Date:			
	_		
STATE OF TEXAS	§		
	\$ \$ \$		
COUNTY OF	§		
T1. : . :	1. 1 11 6	1£	2025
This instrument was acknowled Alan Reader VR. Concret Me			, 2025
by Alan Reeder, VP., General Ma	mager, Lamar Advamage	noluing Company	
		Notary Public, State of	Texas
		,	
(NOTARY SEAL)			

CITY:				
City of New Braunfels, Texas				
By:				
Name: Neal Linnartz				
Title: Mayor				
Date:	-			
STATE OF TEXAS	§			
	\$ \$ \$			
COUNTY OF	§			
This instrument was ack	nowledged befor	e me this	day of	, 2025
by Neal Linnartz, Mayor, City of				
		Nota	ary Public, State of	Texas
(NOTARY SEAL)				
(110 11 III DELIE)				



City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. E)

PRESENTER:

Shane Knudson, Fleet Manager

SUBJECT:

Approval for purchases of vehicles with Chastang Autocar and Doggett Freightliner of South Texas for the Solid Waste Division and approval to declare replaced units as surplus.

DEPARTMENT: Fleet Services

COUNCIL DISTRICTS IMPACTED: City-wide

BACKGROUND INFORMATION:

Staff are requesting approval for purchase of vehicles for the Solid Waste Division. These vehicles are a combination of replacement vehicles that are being retired from service, and new vehicles use to support new capital requests approved in the FY 26 Budget. Any replacement vehicles have either met or exceeded their useful life as determined by our fleet services division.

The City will utilize multiple vendors: Chastang Autocar through a BuyBoard cooperative agreement and Doggett Freightliner of South Texas through a TIPS cooperative agreement, all of which have been competitively vetted. The schedule below will provide detail to each purchase

Department	Disposition	Vendor	Qty	Extended Price
Public Works – Solid Waste 2026 Autocar Front Load Refuse Truck	New Asset	Chastang Autocar BuxBoard	1	\$4 53,863.00
Public Works – Solid Waste 2026 Autocar Side Load Refuse Truck	Replaces Unit: 54106	Chastang Autocar BuxBoard	1	\$446,216.00
Public Works – Solid Waste 2026 Autocar Roll-Off Refuse Truck	Replaces Unit: 54304	Chastang Autocar BuxBoard	1	\$299 _, 671.00
Public Works – Solid Waste 2026 Freightliner Rear Load Refuse Truck	Replaces Unit: 54306	Doggett Freightliner of South Texas TIPS	2	\$286,351.92 each \$572,703.84
		Total	5	\$1,772,453.84

In addition, staff recommends declaring the replaced vehicles surplus, which allows for the future sale or donation of the asset.

ISSUE:

Staff is requesting new and replacement vehicles to maintain the fiscal stability of city operations.

STRATEGIC PLAN REFERENCE:

□ Economic Mobility □ Enhanced Connectivity □ Community Iden	ntity
⊠Organizational Excellence □Community Well-Being □N/A	

FISCAL IMPACT:

The costs for the vehicles described above are incorporated into the FY 2026 Solid Waste Adopted Budget. Therefore, sufficient funds are available to purchase the vehicles.

RECOMMENDATION:

Staff Recommends approval for purchases of vehicles with Chastang Autocar and Doggett Freightliner of South Texas for the Solid Waste Division and approval to declare replaced units as surplus.



City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. F)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of recommended changes to the New Braunfels Downtown Board Bylaws, including the creation of a Standing Committee and a recommendation for City Council to appoint applicants

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: 1, 5

BACKGROUND INFORMATION:

At the November 18, 2025 meeting, the Downtown Board approved changes to their Bylaws. Bylaw changes require City Council approval before final adoption.

Portions of Article VI in Bylaws:

Section 6.1 - Standing Committees

The Board may create standing committees and shall delineate the duties of such committees. In consultation with Standing Committee Chairs, the Chair or City Council shall recruit and approve members from the NBDB and interested residents of the City of New Braunfels to be members of the Standing Committees...

Change includes adding City Council

Approval will add oversight of City Council and the City Secretary's Office in the application and appointment of Standing Committee and Special Committee members.

Section 6.2 - Special Committees

The Board may create special committees with limited purposes or goals to perform specific functions and activities as specified by the Board... The Chair or City Council shall recruit and approve members from the Board and interested residents of the City of New Braunfels to be members of the Special Committees...

Change includes adding City Council

Approval will add oversight of City Council and the City Secretary's Office in the application and appointment of Standing Committee and Special Committee members.

These bylaw changes will allow City Council to appoint applicants to the newly created Downtown Parking Revenue Advisory Standing Committee - a Standing Committee of the New Braunfels Downtown Board, created November 18, 2025 by a quorum at a special-called meeting.

This standing committee will advise the Downtown Board and will be comprised of seven (7) members:

- One (1) Downtown Board Member
- One (1) Downtown Association Board Member
- One (1) Chamber/CVB Representative
- Two (2) Downtown Business Representatives/Property Owners
- Two (2) New Braunfels City Residents At Large

Applicants will process through the City Secretary's Office - like all other Boards/Commissions. This standing committee shall meet no less than twice per fiscal year and will be tasked with creating a plan for parking

revenue reinvestments into Downtown.		

Portions of Article XIII in Bylaws:

"These bylaws may be amended at any regular or special meeting of the NBDB by a quorum and provided that all members were given **seven (7)** days prior written notice of the amendment."

Change includes modifying fifteen (15) days to seven (7)

Approval will increase the efficiency and process for future bylaw changes.

Current Bylaws allow for bylaw amendments to occur at any regular or special meeting - by a quorum provided that all members are given notice of the change fifteen (15) days prior. The Board was notified of the proposed changes on October 31, 2025.

□ Economic Mobility □ Enhanced Connectivity □ Community Identification	ity
⊠Organizational Excellence □Community Well-Being □N/A	

FISCAL IMPACT:

There is no fiscal impact for amending the Downtown Board's Bylaws or creating a Standing Committee **RECOMMENDATION:**

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

NBDB Bylaws

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

ARTICLE I: Name

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

ARTICLE II: Purposes

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

ARTICLE III: Membership

Section 3.1 - Appointments

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

Section 3.2 – Qualifications

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

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

Applicants for membership on the NBDB shall demonstrate qualifications for their designated position to the City Secretary through the application process as outlined on the City's official website. City Council will consider nominations from the pool of qualified applicants. By filing an application with the City Council each applicant agrees to abide by these bylaws, ordinances, rules and regulations of the City of New Braunfels and county, state, and federal laws, rules and regulations related to the activities of the NBDB and further agrees to participate in committee work, required trainings, and volunteer activities of the NBDB.

Section 3.3 - Terms

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

Section 3.4 - Resignations

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

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

Section 3.5 - Attendance

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

ARTICLE IV: Officers

Section 4.1 - Election of Officers

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

Section 4.2 - Term of Office

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

Section 4.3 - Duties of Officers

Section 4.3.1 - Chair

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

Section 4.3.2 - Vice-Chair

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

Section 4.4 - Vacancies

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

ARTICLE V: Meetings

Section 5.1 - Date, Time and Place of Meetings

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

Section 5.2 - Open Meetings

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

Section 5.2 - Special Meetings

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

Section 5.4 - Quorum

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

ARTICLE VI: Committees

Section 6.1 - Standing Committees

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

Section 6.2 - Special Committees

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

ARTICLE VII: Procedures

Section 7.1 - Parliamentary Authority

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

Section 7.2 - Notices

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

ARTICLE VIII: Amendment to Bylaws

These bylaws may be amended at any regular or special meeting of the NBDB by a quorum and provided that all of the members were given fifteen SEVEN (7) days prior written notice of the amendment. No amendment adopted by the NBDB shall become effective until approved by the City Council.

ADOPTED this 18 day of November 2025

CHAIR

EXHIBIT A

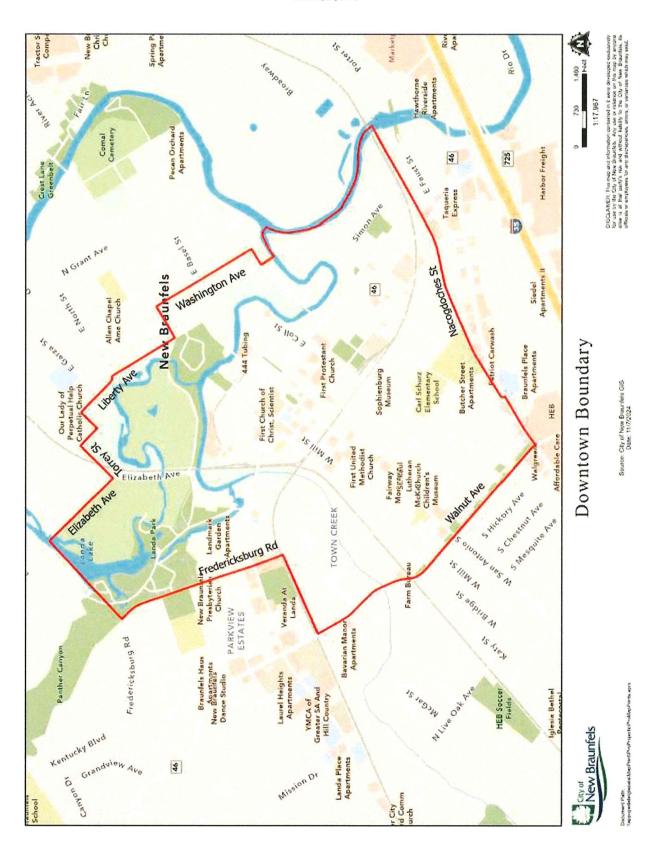
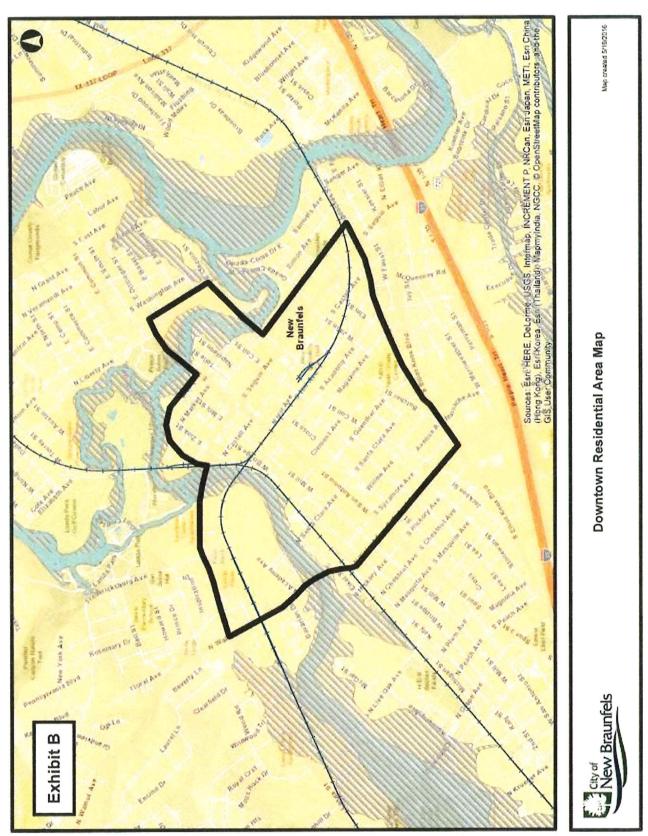


EXHIBIT B





City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. G)

PRESENTER:

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

Approval of a Professional Services Agreement with Freese and Nichols, Inc. for the final plans, specifications, and estimates of the Alligator Creek Trail East Phase 1 Project.

DEPARTMENT: Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: 5

BACKGROUND INFORMATION:

On February 27, 2023, City Council approved an Ordinance extending the Creekside Tax Increment Reinvestment Zone (TIRZ) to include the limits of the Alligator Creek Trail East and allowing funding from the TIRZ for design and construction of the project estimated at \$5M.

A preliminary engineering report was completed in October 2024 and staff subsequently assessed the project priorities for Phase 1 to be the trail segments within the Creekside Development and creek bed of east Alligator Creek between IH-35 and FM-1101. The proposed trail will consist of a new paved 12-foot shared use path connecting the creek trail to existing pedestrian facilities in TxDOT and City of New Braunfels right of way (ROW).

A task order was issued to pre-qualified engineering firms and eleven firms responded. Three firms were selected for interview and based on qualifications, work experience and understanding of work, Freese & Nichols was selected as the final candidate. Staff requested a scope and fee from Freese & Nichols to provide final plans, specifications, and estimates for the Phase 1 trails including final alignment, environmental permitting, stakeholder coordination, hydrologic and hydraulic design in the floodplain, utility coordination, and subsurface utility engineering (SUE) necessary to support the design process. Freese & Nichols has submitted a fee proposal for final design and construction administration services not to exceed \$780,438.

ISSUE:

Continue an ongoing program of infrastructure, construction, and maintenance. Seek alternative funding sources and partnerships that extend city tax dollars.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The Creekside TIRZ (Reinvestment Zone No. 1) has approved \$5,000,000 for project costs associated with the East Alligator Creek Trail. Therefore, sufficient funds are available to approve this contract.

RECOMMENDATION:

Staff recommends approval of a Professional Services Agreement with Freese and Nichols, Inc. for the final plans, specifications, and estimates of the Alligator Creek Trail East Phase 1 Project and authorization for the City Manager to execute contract modifications in accordance with the established purchasing policy.



City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

PRESENTER:

Osbaldo Flores, Chief of Police

SUBJECT:

Approval of an amendment to the Interlocal Cooperation Agreement between the City of New Braunfels and the New Braunfels Independent School district (NBISD) for the provision of School Resource Officers by the New Braunfels Police Department at NBISD locations.

DEPARTMENT: Police

COUNCIL DISTRICTS IMPACTED: Citywide

BACKGROUND INFORMATION:

On May 13th, 2024, City Council approved an agreement between the City of New Braunfels and the New Braunfels Independent School District (NBISD) for the assignment of officers employed by the New Braunfels Police Department (NBPD) to perform law enforcement services for NBISD as School Resource Officers (SROs). In accordance with the interlocal agreement, the "primary purpose of SROs is to patrol NBISD property and campuses to protect all students, personnel, and visitors from physical harm, to prevent property loss due to theft or vandalism; to enforce all laws including municipal ordinances, county orders, and state law, and to work in coordination with campus officials and NBISD administration (the "Services")", in addition to other duties as requested or required. In mutual agreement, the contract has been amended with minor revisions to the sections pertaining to invoicing, liaison contact information, and document delivery timing; all other terms and conditions remain in effect. Upon receipt of approval by City Council, the updated agreement will be presented to the NBISD Board for their consideration and approval in accordance with standard procedures.

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

□ Economic Mobility □ Enhanced Connectivity □ Community Identity
⊠Organizational Excellence □Community Well-Being □N/A
Continue to utilize cross-departmental teams to enhance services provided to internal and external customers.

FISCAL IMPACT:

All expenditures and revenue to support the program have been included within the City and NBISD

Adopted Budgets and will be incorporated within upcoming budgets. As such, there is sufficient funding for the interlocal agreement as described above.

RECOMMENDATION:

Staff recommends approval of an amendment to the Interlocal Cooperation Agreement between the City of New Braunfels and the New Braunfels Independent School District (NBISD) for the provision of School Resource Officers by the New Braunfels Police Department at NBISD locations.

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF NEW BRAUNFELS, TEXAS AND NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement for School Resource Officers is made and entered into this 17th day of June, 2024, by the CITY OF NEW BRAUNFELS, TEXAS (hereinafter referred to as the "City"), a political subdivision of the State of Texas acting through its City Council, and the NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "NBISD"), a political subdivision of the State of Texas acting by and through its Board of Trustees (collectively the "Parties"), and in this regard hereto mutually agree and state as follows:

RECITALS

WHEREAS Chapter 791 of the Texas Government Code authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS Section 37.081 of the Texas Education Code authorizes school districts to enter into an interlocal cooperation agreement with a local law enforcement agency or a county or municipality that is the employing political subdivision of commissioned peace officers for the provision of school resource officers;

WHEREAS the City's New Braunfels Police Department may commission peace officers to provide necessary security and protection and determine the jurisdiction of such peace officers; and

WHEREAS NBISD has determined it is in its best interest to enter into an agreement with the City of New Braunfels, Texas to provide such law enforcement services to NBISD, and it has specifically authorized the subject peace officers ("School Resource Officers", hereinafter referred to as "SROs") to carry weapons in performing such services at all NBISD schools and properties within the City's corporate limits and within NBISD's jurisdiction and NBISD's campuses in the City of New Braunfels, Texas (the "Service Area"); and

WHEREAS the City of New Braunfels has determined it is in the best interest of its citizens to assign city police officers to provide enhanced law enforcement services to NBISD within the Service Area, and to patrol areas within the Service Area; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, which constitute good and valuable consideration, the Parties agree as follows:

ARTICLE 1

1.1 The City of New Braunfels, Texas agrees to assign police officers from its department to be employed full-time by the City of New Braunfels, Texas, to perform law enforcement services for NBISD as School Resource Officers ("SROs") in the Service Area. The primary purpose of SROs is to patrol NBISD property and campuses to protect all students, personnel, and visitors from physical harm, to prevent property loss due to theft or vandalism; to enforce all laws including municipal ordinances, county orders, and state law, and to work in coordination with campus officials and NBISD administration (the "Services"). SROs assigned may also:

- act as a resource person in the area of law enforcement education at the request of NBISD staff;
- speak to classes on the law, search and seizure, drugs, motor vehicle laws, and other law enforcement topics;
- perform other duties as mutually agreed upon, provided that the duty is legitimately and reasonably related to the Services as described herein and is consistent with federal and state law, local ordinances and orders, laws applicable to NBISD, NBISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the New Braunfels Police Department.
- Serve as a confidential source of counseling for students and parents concerning problems they face, as well as provide information on community resources available to them.

If an SRO encounters a school code violation in his or her assigned school, the SRO shall attempt to notify school officials of the violation and the school officials shall mete out discipline for the violation. Unless the school code violation also involves criminal conduct, SROs are not responsible for discipline of any student.

NBISD has provided the City with a complete copy of its policies, procedures, rules, and regulations applicable to the subject matter of this Agreement and will promptly provide each of them with any changes thereto.

- 1.2 In addition to the officers who are assigned as full-time SROs, the City agrees to assign up to two commissioned peace officers from its department who are willing to serve overtime hours performing law enforcement services for NBISD as School Resource Officers ("SROs") in the Service Area. These hours will be in addition to the peace officers normal hours performing their regular law enforcement for the City. Commissioned peace officers who serve in this capacity will have the same duties as those who are assigned as full-time SROs under Section 1.1.
- 1.3 NBISD and the City at least annually will evaluate the number of SROs to be provided and may increase or decrease the number of SROs by mutual agreement. Any change to the number of SROs covered by this agreement shall be made by amendment in accordance to Section 9.1.
- 1.4 SROs shall be hired pursuant to state civil service laws and the City of New Braunfels hiring policies, shall be fully qualified as police officers, and trained in the capacity of SROs, in the State of Texas. SROs shall be solely directed by the Chief of Police and his designees within the New Braunfels Police Department to patrol and provide a police presence on such properties and campuses owned, operated, or leased by NBISD within the Service Area. The City and NBISD agree to jointly interview and select personnel to fill the position of SRO in accordance with the City policies and procedures. The SROs assigned to NBISD shall be subject to the approval of the NBISD Superintendent or designee and such approval shall not be withheld without good cause. NBISD understands that the Chief of Police may at times have to rotate or change any officer assigned to serve as an SRO; provided, however, that both NBISD and the City agree that consistency in the assigned officer is a priority and NBISD may refuse any particular officer assigned as SRO at any time for good cause and request assignment of a different officer.
- 1.5 The NBPD and NBISD each agree to maintain specially identified liaison personnel for their

mutual benefit during the term of this Agreement. The liaisons named by the City shall serve as the initial point of contact for any inquiries made pursuant to this Agreement by NBISD and initially respond to any such inquiries by NBISD. The liaison named by the NBISD shall serve as the initial point of contact for any inquires made pursuant to this Agreement by the City (NBPD) and initially respond to any such inquiries by the City. The liaison shall be named in writing in the Agreement. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

NBPD Liaison, Designated by the chief of Police:

Blake Alexius Sergeant 3030 West San Antonio New Braunfels, Texas 78130

NBISD Liaison: Stephen Brown, Director of Safety and Security New Braunfels ISD 1000 N. Walnut New Braunfels, Texas 78130

- NBISD agrees to report all incidents involving students on and off campuses within the Service Area to the New Braunfels Police Department in accordance with Chapter 37 of the Texas Education Code. SROs shall be designated as "a school official" under NBISD Policy. Subject to NBISD's obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g and state law, NBISD agrees to provide SROs with (a) access to student and personnel records as necessary for the investigation of criminal offenses or to ensure the safety and security of school campuses or events, and (b) access to technology installed at campuses within the Service Area, including surveillance cameras to provide for the safety and security of campuses. SROs shall maintain the confidentiality of student records as required by FERPA.
- 1.7 When an SRO takes a person into custody in the course of duty under this Agreement, they shall notify NBISD of the incident within the time frame required by law and, to the extent permitted by law, the disposition of the matter. In addition, to the extent permitted by applicable law, SROs shall report to NBISD all information obtained during the investigation of any reported incident involving a student for the purposes of determining appropriate disciplinary actions and modifications of education programs as a result of the incident.
- 1.8 NBISD agrees to provide appropriate on-campus office space for SROs.
- 1.9 NBISD agrees to appoint a point of contact who will be responsible for the annual security audit of each campus and who will consult with SROs assigned under this Agreement for input and review of each campus.
- 1.10 The City will coordinate the use of City canines with NBISD's Director of Safety and Security, as well as, campus administrations whenever possible; however, when in the best interest of law enforcement and campus security, unannounced inspections may occur.
- 1.11 NBISD agrees that services for areas outside of the Service Area or for extracurricular activities and events within the Service Area outside the normal school hours are not Services covered under the terms of this Agreement. Nothing in this Agreement prevents NBISD from

continuing its practice of hiring off-duty peace officers for these purposes.

- 1.12 SRO duties shall be performed during normal workdays in the active school year, which generally includes one hundred eighty-seven (187) days during each calendar year except that SRO duties will commence one week prior to the start of the instructional school year. "Normal workdays" refers to the usual or normal hours the officers may be required to work during any calendar week. While school is in session, SROs will be assigned to a campus on a full-time basis and will be present during regular school hours, for forty (40) hours per week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity time, including any emergencies such as civil disasters. Overtime hours that relate to regular law enforcement duties or that reasonably relate to campus duties must be authorized and approved by the SRO's police supervisor prior to the performance of the overtime work and the direct costs associated with such overtime will be paid by NBISD in accordance with procedures established by the City of New Braunfels.
- 1.13 The Parties agree that every effort should be made to schedule and/or designate vacation time, training time, court time, any other police-related activity time, vacation days, compensatory time, and other days off outside regular school hours. If an SRO assigned to a campus is unable to be present during regular school hours, the City agrees to use its best reasonable efforts to provide a qualified officer to serve as a substitute SRO during the regular school hours in which the assigned SRO is not present on campus. Overtime costs will be billed to NBISD as provided in Article 2, section 1.
- 1.14 NBISD understands and agrees notwithstanding other provisions herein that the SROs shall at all times be deemed officers and employees of the City of New Braunfels and shall be responsible and answerable to and under the command of the Chief of Police of the City of New Braunfels.
- 1.15 Patrol and other law enforcement duties of the SROs shall be performed with the use of Cityowned vehicles, appropriately marked designating law enforcement services being performed under authority of the City of New Braunfels.
- 1.16 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. It is understood that, depending on the nature of an incident, law enforcement personnel may be required to conduct on scene interviews and/or briefing for the media without prior coordination between the Parties. Information will only be released by a Party in accordance with established law and its existing policies and procedures.

ARTICLE 2

2.1 For the purpose of subsidizing the expenses incurred by the City in the employment and retention of SROs hired under Section 1.1 and supplying SROs hired under Section 1.1 with necessary equipment, NBISD agrees to pay, out of currently available revenues, the City each quarter during the active school year seventy-five percent (75%) of the direct costs incurred by the City, including salaries, benefits, personnel services, and associated direct costs of providing services, including but not limited to, furnishing adequate and appropriate supplies, training, equipment, vehicles, and any contractual services necessary for the performance of the SRO duties performed under this Agreement. Overtime expenditures incurred by SROs will be billed at 100% to NBISD.

- a. The City shall provide the SRO with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- b. The City shall keep and maintain accurate records of dates of service and the hours served by the SRO. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement.
- c. Overtime hours that relate to SRO duties must be authorized and approved by the NBISD Superintendent or designee prior to the performance of the overtime work and will be paid in accordance with procedures established by the City.
- d. During the active school year, the City will provide NBISD with a quarterly invoice for the salary, benefits, overtime, and personnel services of the SRO due at least thirty (30) business days prior to each payment date.
- e. NBISD will pay all invoices within thirty days out of current revenue available.
- f. With 48-hour notice, the City shall promptly provide NBISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.
- 2.2 For the purpose of reimbursing the expenses incurred by the City in connection with City peace officer(s)'s overtime service as SROs, NBISD agrees to pay, out of currently available revenues, the City each month during the active school year the overtime salary costs incurred by the City for the performance of the SRO duties performed under this Agreement.
- 2.3 NBISD certifies that all payments due under this Agreement shall be paid out of the then current fiscal year funds.
- 2.4 All Parties agree that all SROs, whether hired under Section 1.1 or assigned to overtime work under Section 1.2, shall be employed by the City of New Braunfels and, as such, shall be provided with all salaries and benefits of similarly-situated and classified employees of the City of New Braunfels.

ARTICLE 3

- 3.1 The Parties agree that the terms and provisions of this Agreement shall commence on July 1, 2024 and shall continue in full force and effect for a three-year period ending on June 30, 2027 and subject to agreement on Consideration by the Parties, shall have perpetual options to renew annually for an additional period of twelve (12) months. The renewal option shall be exercised prior to July 1 of current service year, unless the Parties hereto shall have previously exercised their right to cancel this Agreement as hereafter provided.
- 3.2 This Agreement may be terminated at any time by any Party, with or without cause, upon one Hundred Eighty (180) days written notices prior to January 1 of the year the notice is delivered to the other Party. No termination will relieve the obligation of NBISD to pay the City of New Braunfels for any amounts due and payable for Services performed hereunder prior to termination. Unless termination is subject to Section 3.3, if NBISD terminates this Agreement during any year, then SRO Interlocal Agreement

City of New Braunfels and NBISD

NBISD shall be responsible for the remaining annual consideration for the four SROs as provided for under Section 2.2 unless any of the SROs leave the employment of the City, and the NBISD shall be granted a proportionate reduction

3.3 This Agreement may be terminated by any Party upon not less than thirty (30) days written notice should another Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

ARTICLE 4

4.1 This Agreement shall bind and benefit each Party and their legal successors, but shall not otherwise be assignable, in whole or in part, by any Party without first obtaining the written consent of the other Party.

ARTICLE 5

- 5.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The Services provided for herein are governmental functions, and the City and NBISD shall be engaged in the conduct of a governmental function while providing and/or performing any Service pursuant to this Agreement.
- 5.2 The relationship of NBISD and the City shall, with respect to that part of any Service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties hereto.
- 5.3 The City shall have no liability whatsoever for or with respect to NBISD's use of any NBISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of NBISD. NBISD shall be solely responsible, as between NBISD and the City and the agents, officers, and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by NBISD or its agents, officers, employees, and subcontractors, while on NBISD property or while using any NBISD facility or performing any function or providing or delivering any service undertaken by NBISD pursuant to this Agreement. For and with respect to NBISD property or NBISD's use of any NBISD facility, NBISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure NBISD and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by NBISD, its agents, officers, employees, and subcontractors in the course of their duties.
- NBISD shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City shall be solely responsible, as between the City and NBISD and the agents, officers, and employees of NBISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while performing any function or providing or delivering any Service undertaken by the City pursuant to this Agreement;

For and with respect to the Services to be provided by the City to NBISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission or failure to act by the City, and its agents, officers, employees, and subcontractors in the course of their duties.

5.5 It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing its liability and potential liability pursuant to this Agreement; each Party hereto reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor NBISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under this Agreement except as specifically provided herein or by law. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

ARTICLE 6

6.1. All correspondence and communications concerning this Agreement shall be directed to:

City of New Braunfels

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

New Braunfels Independent School District

Superintendent New Braunfels Independent School District 1000 N. Walnut New Braunfels, Texas 78130

ARTICLE 7

7.1 This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

ARTICLE 8

8.1 If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of this Agreement, which shall remain in force and effect.

ARTICLE 9

9.1 This Agreement is the entire agreement between NBISD and the City as to the subject matter hereof and is the sole and only agreement of the Parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument and executed by the Parties in accordance with the formalities of this Agreement.

ARTICLE 10

10.1 This Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Comal County, Texas.

The parties hereto have executed this Agreement as dated below.

NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT:

BY:

Eric Bergquist

President, New Braunfels ISD Board of Trustees

Date

CITY OF NEW BRAUNFELS

BY:

Robert Camareno

New Braunfels City Manager

Date

PRICING ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF NEW BRAUNFELS, TEXAS AND NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT

Description Units Cost Per Unit	Estimated Total
Compensation for 1 Full-Time SROs	\$7,500
Monthly Compensation for 11 SROs	\$82,500
Total Annual Estimated Cost to NBISD	\$990,000

June 17, 2024

FIRST AMENDMENT

OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN

THE CITY OF NEW BRAUNFELS, TEXAS AND NEW

BRAUNFELS INDEPENDENT SCHOOL DISTRICT

This First Amendment of the Interlocal Cooperation Agreement Between the City of New Braunfels, Texas and the New Braunfels Independent School District is entered into as authorized by Section 9.1 of the original Interlocal Cooperation Agreement (ILA) between the City of New Braunfels, Texas ("the City") and the New Braunfels Independent School District ("NBISD"), dated June 17, 2024 (hereinafter referenced as the "Agreement"). The governing bodies of each contracting party have voted to approve this Amendment prior to its execution by the New Braunfels City Manager and the President of the New Braunfels ISD Board of Trustees

Amendments

The City and NBISD now desire to amend those certain terms of the Agreement as more particularly set forth below:

- 1.1 The City of New Braunfels, Texas agrees to assign police officers from its department to be employed full-time by the City of New Braunfels, Texas, to perform law enforcement services for NBISD as School Resource Officers ("SROs") in the Service Area. The primary purpose of SROs is to patrol NBISD property and campuses to protect all students, personnel, and visitors from physical harm, to prevent property loss due to theft or vandalism; to enforce all laws, including municipal ordinances, county orders, and state law, and to work in coordination with campus officials and NBISD administration (the "Services"). SROs assigned may also:
 - act as a resource person in the area of law enforcement education at the request of NBISD staff; speak to classes about the law, search and seizure, drugs, motor vehicle laws, and other law enforcement topics;
 - perform other duties as mutually agreed upon, provided that the duty is legitimately and reasonably related to the Services as described herein and is consistent with federal and state law, local ordinances and orders, laws applicable to NBISD, NBISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the New Braunfels Police Department.
 - serve as community resource for students and parents concerning problems they face, as well as provide information on resources available to them.

- If an SRO encounters a school code violation in his or her assigned school, the SRO shall attempt to notify school officials of the violation, and the school officials shall mete out discipline for the violation. Unless the school code violation also involved criminal conduct, SROs are not responsible for discipline of any student.
- NBISD has provided the City with a complete copy of its policies, procedures, rules, and regulation applicable to the subject matter of this Agreement and will promptly provide each of them with any changes thereto.
- 1.2 In addition to the officers who are assigned as full-time SROs, the City agrees to assign up to two commissioned peace officers from its department, subject to availability, who are willing to serve overtime hours performing law enforcement services for NBISD as School Resource Officers ("SROs") in the Service Area. These hours will be in addition to the peace officer's normal hours performing their regular law enforcement for the City. Commissioned peace officers who serve in this capacity will have the same duties as those who are assigned as full-time SROs under Section 1.1.
- 1.5 The NBPD and NBISD each agree to maintain specially identified liaison personnel for their mutual benefit during the term of this Agreement. The liaisons named by the City shall serve as the initial point of contact for any inquiries made pursuant to this Agreement by NBISD and initially respond to any such inquiries by NBISD. The liaison named by the NBISD shall serve as the initial point of contact for any inquires made pursuant to this Agreement by the City (NBPD) and initially respond to any such inquiries by the City. The liaison shall be named in writing in the Agreement. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

NBPD Liaison, Designated by the Chief of Police:

John McDonald, Captain 3030 West San Antonio Street New Braunfels, Texas 78130

NBISD Liaison:

Stephen Brown, Director of Safety and Security New Braunfels ISO 1000 N. Walnut Avenue New Braunfels, Texas 78130

2.1 For the purpose of subsidizing the expenses incurred by the City in the employment and retention of SROs hired under Section 1.1 and supplying SROs hired under Section 1.1 with necessary equipment, NBISD agrees to pay, out of currently available revenues, the City each school year quarter during the active school year seventy-five percent (75%) of the direct costs incurred by the City, including salaries, benefits, personnel services, and

associated direct costs of providing services, including but not limited to, furnishing adequate and appropriate supplies, training and compensation for associated training time, equipment, vehicles, and any contractual services necessary for the performance of the SRO duties performed under this Agreement. Overtime expenditures incurred by SROs for SRO duties will be billed at 100% to NBISD.

- a. The City shall provide the SRO with all wages, salaries, or other compensation, and benefits of similarly situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- b. The City shall keep and maintain accurate records of dates of service and the hours served by the SRO. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement.
- c. Overtime hours that relate to SRO duties must be authorized and approved by the NBISD Superintendent or designee prior to the performance of the overtime work and will be paid in accordance with procedures established by the City.
- d. The City will issue NBISD with a quarterly invoice for the salary, corresponding amount of taxes paid, benefits, overtime, and personnel services of the SRO within thirty days after the end of each quarter, and such invoices shall include detailed expenditures, and individual SRO timesheets that include overtime. Each invoice will be accompanied by an amortization schedule for all billed vehicles and equipment that shows the remainder of the payments due. The quarters in which the City will bill NBISD are as follows: Q1: July-September, Q2: October-December, Q3: January-March, Q4: April-June.
- e. Each year in January, the New Braunfels Police Department will provide a preliminary cost estimate for the SRO program for the following year. The estimate will be updated in May of each year and provided to the District.
- f. NBISD will pay all invoices within thirty days of receipt out of current revenue available.
- g. With 48-hour notice, the City shall promptly provide NBISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.
 - 2.2 For the purpose of reimbursing the expenses incurred by the City in connection with City peace officers overtime service as SROs, NBISD agrees to pay, out of currently available revenues, the City each quarter the overtime salary costs incurred by the City for the performance of the SRO duties performed under this Agreement.
 - 3.2 This Agreement may be terminated at any time by any Party, with or without cause, upon one Hundred Eighty (180) days written notices prior to January 1st of the year the notice is delivered to the other Party. No termination will relieve the obligation of NBISD to pay the City of New Braunfels for any amounts due and payable for Services performed hereunder prior to termination. Unless termination is subject to Section 3.3, if NBISD terminates this Agreement during any year, then NBISD shall be responsible for the remaining annual consideration for the authorized SROs as provided for under this Agreement unless any of the SROs leave the employment of the City, and the NBISD shall be granted a proportionate reduction.

All other terms and conditions of the Agreement will remain in full force and effect. If there is conflict

between this Amendment and the Agreement, the terms of this Amendment will prevail. After execution, this Amendment will become integrated into the Agreement for all purposes.

IN V	WITNESS WHEREOF, the parties hereto have executed this Amendment, and it is effective
as o	f day of, 20
NEV	W BRAUNFELS INDEPENDENT SCHOOL DISTRICT:
By:_	
	President, New Braunfels ISD Board of Trustees
-	DATE:
	CITY OF NEW BRAUNFELS, TEXAS
By:_	
	Robert Camareno
(City Manager
	DATE:



City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. I)

PRESENTER:

Scott McClelland, Assistant Transportation and Construction Services Director

SUBJECT:

Approval of a Memorandum of Understanding with New Braunfels Utilities for the coordination of capital projects.

DEPARTMENT: Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: Citywide

BACKGROUND INFORMATION:

The Memorandum of Understanding (MOU) formalizes the capital project coordination between the City of New Braunfels ("the City") and New Braunfels Utilities (NBU). This MOU is an update to the MOU approved by both agencies in 2017.

Both the City and NBU have Capital Improvement Plans that plan projects over a multi-year period. By coordinating both agencies' plans, it allows for more efficient project delivery from a cost, schedule, and public impact standpoint. The MOU details coordination during project development and planning and coordination during the construction phase by utilizing the joint bid process.

ISSUE:

Continue an ongoing program of infrastructure construction and maintenance.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The approval of the MOU has no direct fiscal impact. Contracts for specific projects will be presented and approved by City Council as they are developed.

RECOMMENDATION:

Staff recommends approval of the Memorandum of Understanding with New Braunfels Utilities for the coordination of capital projects.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEW BRAUNFELS AND NEW BRAUNFELS UTILITIES TO COORDINATE CAPITAL PROJECTS UNDER THE CAPITAL IMPROVEMENTS PROGRAM

This Memorandum of Understanding ("MOU") is entered into between the **City of New Braunfels, Texas** (hereafter referred to as "CONB" or "City"), a home-rule city under the laws of the State of Texas, and **New Braunfels Utilities** (hereafter referred to as "NBU"), a municipally-owned electric, water, and wastewater utility (collectively, the "Parties").

RECITALS

WHEREAS, the City and NBU have agreed to coordinate, where appropriate, on CONB's capital improvements plan ("Capital Improvements Plan") and NBU's water and wastewater capital improvement projects plan;

WHEREAS, the City has an extensive Capital Improvements Plan funded through various funding programs, including bonds, New Braunfels Economic Development Corporation, Alamo Area Metropolitan Planning Organization, Texas Department of Transportation, roadway impact fees, park development fees, and other sources;

WHEREAS, NBU has current and planned multi-year water and wastewater capital infrastructure projects, some of which may be jointly developed under the CONB's funding programs detailed above;

WHEREAS, CONB and NBU agree to coordinate on additional future projects where appropriate, for the benefit of both Parties;

WHEREAS, CONB and NBU are entering into this MOU to define the terms and conditions of each parties' capital program, project coordination, and joint solicitation and administration of Joint Projects (defined hereafter); and

WHEREAS, CONB and NBU acknowledge the benefits of coordinating their respective public works projects, where appropriate, in order to reduce project costs, minimize closure of City streets and rights-of-way, reduce inconvenience to the public, and expedite project construction.

NOW THEREFORE, in consideration of the representations, covenants, and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONB and NBU mutually consent to enter into this MOU effective as of the date last signed by the Parties (the "Effective Date"):

I. Terms of MOU

A. Review of CONB's Capital Improvements Plan.

- 1. To engage in active coordination with the CONB's Capital Improvements Plan, NBU agrees to perform the following:
 - **a.** review at an early initial stage of each proposed project for horizontal and vertical utility conflicts (water and sewer) based on existing plan of record information:
 - **b.** review each proposed project for conflict with the NBU 5-year Capital Improvements Plan and Maintenance/Replacement Plan;
 - **c.** provide feedback to CONB regarding potential schedule impacts to CONB's proposed project schedule based on planned NBU projects;
 - **d.** when possible, prioritize NBU planned projects to align with the CONB's project schedule;
 - **e.** identify a single point of contact for coordination with each NBU utility division who is authorized to adjust NBU project timelines to resolve conflicts with CONB projects; and
 - **f.** establish an escalation process to resolve conflicts as necessary when they arise during the coordination process.

2. CONB agrees to perform the following:

- **a.** provide annually to NBU an updated Capital Improvements Plan containing funded projects;
- b. attend regular meetings with NBU to discuss project coordination;
- c. review each proposed NBU capital improvement project and Maintenance/Replacement Project in conjunction with the CONB Capital Improvements Plan to determine potential conflicts and coordination;
- **d.** when possible, work with NBU to align CONB capital projects to coordinate with NBU planned projects;
- **e.** identify a single point of contact for coordination with CONB who is authorized to adjust CONB project timelines to accommodate project coordination; and
- **f.** establish an escalation process to resolve conflicts as necessary when they arise during the coordination process.
- B. Internet-Based Project Management System for Joint Bid Projects Only. CONB administers its design and construction management through an Internet-based project management system. For joint bid projects only, NBU and CONB agree to primarily conduct communications that relate to processing project administrative functions through the CONB's project-management system. Project administrative functions include correspondence, submittals, requests for information, vouchers, payments requests and tracking for project record, amendments and change orders. CONB shall administer the software and shall provide training and access to NBU identified project team members. However, any provisions contained herein notwithstanding, the Parties acknowledge and understand that staff will continue to

communicate through email and other forms of communications regarding other aspects of the joint bid projects. These other forms of communication will not be of any less relevance or importance than those that occur through the CONB's Internet-based project management system.

- C. Construction Conflict Coordination. CONB and NBU shall assess the risk of unforeseen NBU utility conflicts on each project during the design process. Based on this assessment, the Parties will propose and agree upon a utility allowance amount to be added to the bid award, which will be used to address NBU utility conflicts that arise. NBU shall reimburse the CONB for any expenses incurred to address unforeseen NBU utility conflicts paid from the utility allowance. The utility allowance is intended to address the following potential NBU utility conflicts, but can be used on other work as agreed upon between CONB and NBU:
 - 1. lower existing water and sewer services;
 - 2. cap abandoned water and sewer services;
 - 3. adjust unidentified valves and manholes;
 - 4. adjust unidentified or unknown water or sewer mains; and
 - 5. cut and grout any mains noted to be abandoned under pavement.

When the work listed above requires engineered drawings, the CONB project engineer shall create the necessary engineered documents to address the NBU utility conflicts. NBU shall be entitled to review and approve the engineered documents so the CONB contractor can provide the cost to complete the work. NBU shall be responsible for the additional engineering fees and the cost for the CONB contractor to complete the work.

- **D. Joint Projects**. Joint projects are capital projects involving both a CONB project and an NBU current or planned infrastructure project ("Joint Projects"). CONB and NBU shall designate Joint Projects prior to the selection of any consultants or contractors to work on said projects. Both Parties agree to use the same consultants or contractors for all Joint Projects. The following terms and conditions will govern the joint solicitation and administration of Joint Projects.
 - 1. CONB and NBU will each be a party to contracts for design and construction of Joint Projects.
 - **2.** CONB shall be the lead contracting agency on Joint Projects. CONB shall have primary responsibility for the project solicitation and procurement in accordance with Texas Government Code, Chapters 2254 and 2269.
 - **3.** CONB shall establish a selection panel to select engineers, architects, and other consultants that will be assigned to work on Joint Projects related to the Capital Improvements Plan. NBU will be represented in the selection panel.
 - **4.** For the design or engineering contract, the final contract and insurance documents will designate both CONB and NBU as dual project owners. The design or engineering contract will have separate signature blocks for CONB and NBU in their capacity as dual project owners.
 - **5.** For the design or engineering contract, NBU shall reimburse the CONB for the design costs associated with water and/or wastewater infrastructure scope of

- services, as applicable, within sixty (60) days of receiving the CONB invoice together with a copy of the engineer's invoice for the work.
- **6.** NBU shall, within fifteen (15) working days, review plans submitted to the CONB at each design milestone and provide feedback to the engineers, architects, and other consultants regarding water and/or wastewater infrastructure, as applicable.
- 7. CONB shall use the mutually agreed upon competitive sealed proposal ("CSP") documents as the instruments for solicitation and procurement for the Joint Project. The Parties shall mutually agree as to the terms of the CSP ninety (90) days before advertising.
- **8.** The Joint Project procurement and delivery timelines will begin with the finalization of the project contract documents.
- **9.** The Joint Project will be solicited and awarded solely pursuant to the provisions set forth in the CSP.
- 10. After the solicitation and the award of the Joint Project, CONB and NBU agree to apply the Post Award Funding Formula provided in Exhibit A as a basis for establishing each Party's allocation of contract compensation amount for the Joint Project.
- 11. CONB shall acquire all necessary rights-of-way and permits prior to commencement of construction of the Joint Project. NBU shall acquire all necessary easements that relate to its portion of the Joint Project prior to commencement of construction of the Joint Project.
- 12. CONB shall use the mutually agreed upon contract documents as the construction contracts for the Joint Project. The contract documents and insurance will include both CONB and NBU as dual project owners. The contract documents will have separate signature blocks for CONB and NBU in their capacity as dual project owners.
- 13. The contract documents will establish separate payment obligations for NBU and CONB which will require the prime contractor to submit separate applications for payment directly to CONB or NBU for each Party's respective portion of the Joint Project. CONB and NBU will make direct payments to the prime contractor for each party's respective portion of the Joint Project.
- **14.** CONB and NBU shall be entitled to review and approve any change orders submitted in accordance with the contract documents. CONB and NBU will process change orders in a timely manner as not to delay construction progress or cause additional costs. If change order review and approval by one entity is delayed to the point of causing additional costs to the Joint Project, the entity causing the delay will be responsible for paying the additional costs.
- 15. NBU and CONB each agree to provide timely inspections of completed infrastructure work by the contractor so as not to cause unnecessary project delays. NBU and CONB shall be individually responsible for inspections of their respective portions of the Joint Project. Each Party shall also provide input on the construction completed for its respective portion of infrastructure work and shall review and approve construction completed throughout the construction period. Each Party shall attend all progress meetings. Upon request, the Parties shall make available to each other all project-related communications, including, but not limited to, correspondence, submittals, requests for information, vouchers, payment requests and processing, amendments, change orders,

- engineering/design documents, construction documents, and other administrative communication activities as appropriate.
- **16.** NBU and CONB shall designate one engineer with responsibility to serve as the initial arbiter of any disputes related to the Joint Project.
- **17.** Both Parties agree to negotiate in good faith to reach a solution when any design conflicts exist between NBU utilities and any other utilities or roadwork.
- **18.** To the extent disputes or claims arise related to the Joint Project, such disputes or claims will be resolved based on the respective scope of work. If such dispute relates to NBU's and CONB's respective scopes of work, both Parties shall participate equally to resolve such dispute. Upon resolution of any dispute, and if payment is due to one or both Parties, any such payment will be distributed proportionately to satisfy the claim(s) and reimburse each Party for its proportionate share of legal fees and expenses to resolve such dispute.
- **E. Entire Agreement.** This MOU supersedes all other agreements, either oral or written, between the Parties with respect to the subject matter of this MOU: Coordination of Capital Projects within both Parties' Capital Improvement Plans. This MOU contains the entire understanding of the Parties and the covenants and agreements between the Parties with respect to the subject matter of this MOU. The Recitals and all terms defined therein are incorporated into this MOU for all intents and purposes.
- **F. Funding.** This MOU shall be of no force or effect should either body fail to fund the obligations assumed hereunder. Completion of the terms of this MOU by either Party shall be contingent on the authorized funding by the City and NBU.
- **G. Termination.** This Agreement may be terminated by either party by giving the other party thirty (30) days' written notice of termination without the necessity of determining default or giving cause.
- **H. Force Majeure.** In the event that the performance by the City or NBU or any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, common enemy, or the result of war, riot, civil commotion, pandemic, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
- **I.** Third Party Rights Not Created. This MOU is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defenses or immunity to which they are entitled against any person or legal entity that is not a party to this MOU.
- **J. Term**. This MOU shall remain in effect for five (5) years unless or until it is superseded by another MOU or City ordinance. This MOU period may be extended by an amendment approved administratively by the City Manager and NBU CEO. If this MOU expires while Joint Projects are ongoing, the terms of this MOU shall remain in effect for such ongoing Joint Projects until the final completion of the Joint

Projects.

K. Notices. All Notices to either Party by the other required under this Agreement will be delivered personally or sent by certified U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law, but only after a separate written consent of the Parties), addressed to such Party at the following addresses:

CONB	NBU
City of New Braunfels	New Braunfels Utilities
Transportation and	Attention: Mike Short,
Construction Services	Director of Engineering
Attention: Garry Ford,	1488 South Seguin Avenue
Director	New Braunfels, Texas 78130
550 Landa Street	
New Braunfels, Texas 78130	

[The remainder of this page has been left blank intentionally.]

City of New Braunfels	New Braunfels Utilities
Robert Camareno City Manager	Ryan Kelso Chief Executive Officer
Date	Date

IN WITNESS WHEREOF, the Parties hereto agree to enter into this MOU for their

mutual benefit.

Exhibit A

Post Award Funding Formula

Background

The City and NBU acknowledge that the proposal that is the best value from a qualified respondent might not include the lowest construction costs for NBU's Water/Wastewater ("W/WW") and the City's Roadway scope of work. For example, Respondent A submitted the lowest total monetary proposal. While the Roadway cost is the lowest of the three respondents, the W/WW cost is not.

If this discrepancy occurs, the City or NBU shall compensate the other entity using a predetermined method specified in the "Method" section. This approach assumes the benefits of a joint selection process outweigh potential negative outcomes and using this method further mitigates the impact. The method below should be applied to most proposal scenarios, but when it is beneficial and agreeable to both parties, an alternative method of evaluating the cost to each entity may be used.

Method

The qualified respondent with the proposal that is the best value will be selected to construct the Project. If the winning respondent submitted the lowest W/WW monetary proposal *and* the lowest Roadway monetary proposal, then no other consideration will be made and the following method will not be used.

- If the winning respondent did not submit the lowest monetary proposal for W/WW, NBU shall be compensated by the City.
- If the winning respondent did not submit the lowest monetary proposal for Roadway, the City shall be compensated by NBU.

Compensation will be calculated using the following method.

A bid tabulation will be created showing each respondent's cost for W/WW, Roadway, and overall monetary proposal. Then the average will be calculated for all W/WW and Roadway proposals.

The average monetary value of all Roadway proposals will be subtracted from the winning Roadway proposal.

X = | Winning Roadway Proposal - Average of Roadway Proposals |

The average monetary value of all W/WW proposals will be subtracted from the winning W/WW proposal.

Y = | Winning W/WW Proposal - Average of W/WW Proposals |

If the winning respondent submitted the lowest Roadway monetary proposal, but not the lowest W/WW monetary proposal, the City shall compensate NBU the absolute

value of X, or the amount required to bring the total amount paid for construction by the City to the value of the average monetary value of all Roadway proposals. The City shall pay the contractor for the cost of the Roadway work and pay the difference between the average monetary value of all Roadway proposals and the winning respondent's Roadway costs to NBU. The compensation paid by the City to NBU will never exceed the value of Y. In other words, the compensation paid to NBU will never reduce NBU's total costs below the average monetary value of all W/WW proposal.

If the winning respondent submitted the lowest W/WW monetary proposal, but not the lowest Roadway monetary proposal, NBU shall compensate the City the absolute value of Y, or the amount required to bring the total amount paid for construction by NBU to the value of the average monetary value of all W/WW proposals. NBU shall pay the contractor for the cost of the W/WW work and pay the City the difference between the average of all W/WW bids and the winning respondent's W/WW costs. The compensation paid by NBU to the City will never exceed the value of X. In other words, the compensation paid to the City will never reduce the City's total costs below the average monetary value of all Roadway proposals.

In the event payment of the reimbursable average to either party exceeds the budgeted amount for either party, this MOU is voidable by either party.



City Council Agenda Item Report

12/8/2025

Agenda Item No. J)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

SUBJECT:

Approval of the first reading of an ordinance, in accordance with adopted agreements with the property owner, to annex for limited purposes Lots 1, 2, 3, and 4, Block 1, Mayfair - North Ransom Commercial Subdivision, consisting of approximately 25 acres.

DEPARTMENT: Neighborhood and Community Planning

COUNCIL DISTRICTS IMPACTED: District 4

BACKGROUND INFORMATION:

Petitioner: Comal County Water Improvement District No. 3 (Mayfair)

c/o Allen Boone Humphries

Attn: Ryan Harper

919 Congress Ave., Suite 1500

Austin, TX 78701

Owner: Southstar at Mayfair Developer, LLC

Thad Rutherford, President/CEO

1118 Vintage Way

New Braunfels, TX 78132

Staff Contact: Matt Greene

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

As part of the Mayfair Development Agreement adopted in 2022, the City of New Braunfels and Comal County Water Improvement District No. 3 negotiated a Strategic Partnership Agreement (SPA) for limited purpose annexation of certain properties within Mayfair. Under the Agreement, once properties designated for commercial or "mixed commercial and residential" development (per the Sector Plan) are platted they shall be annexed into the City for the limited purpose of sales tax collection. The City will not collect property taxes in these areas and will provide only limited municipal services as specified in Article VI of the SPA. Residents of areas annexed for limited purposes may vote in elections for City Council and City Charter amendments but may not vote in bond elections.

ISSUE:

Per the SPA, limited purpose annexations must take place within 180 days after a plat for such property is recorded. The Mayfair - North Ransom Commercial Subdivision plat establishing Lots 1, 2, 3, and 4, Block 1, (attached) was recorded with Comal County on October 16, 2025. Final action on the limited purpose annexation of Lot 1 (second reading) must occur before April 14, 2026.

COMPREHENSIVE PLAN REFERENCE:

Regional Planning: Annexation

- Balance resources in an equitable manner that does not lead to disinvestment in existing New Braunfels.
- Ensure annexation supports the community's desired form, design and pattern.
- Assure the long-term fiscal health of New Braunfels and that policy decisions do not create an undue fiscal burden on the City or others.

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

STRATEGIC P	LAN R	REFER	ENCE:
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□Economic Mobility □Enhanced Connectivity □Community Identity
⊠Organizational Excellence □Community Well-Being □N/A

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

FISCAL IMPACT:

In accordance with the negotiated and adopted SPA, limited purpose annexation of the subject tract is required and will allow the city to share in sales tax collection in order to provide the requisite limited scope of corresponding municipal services.

RECOMMENDATION:

Approval

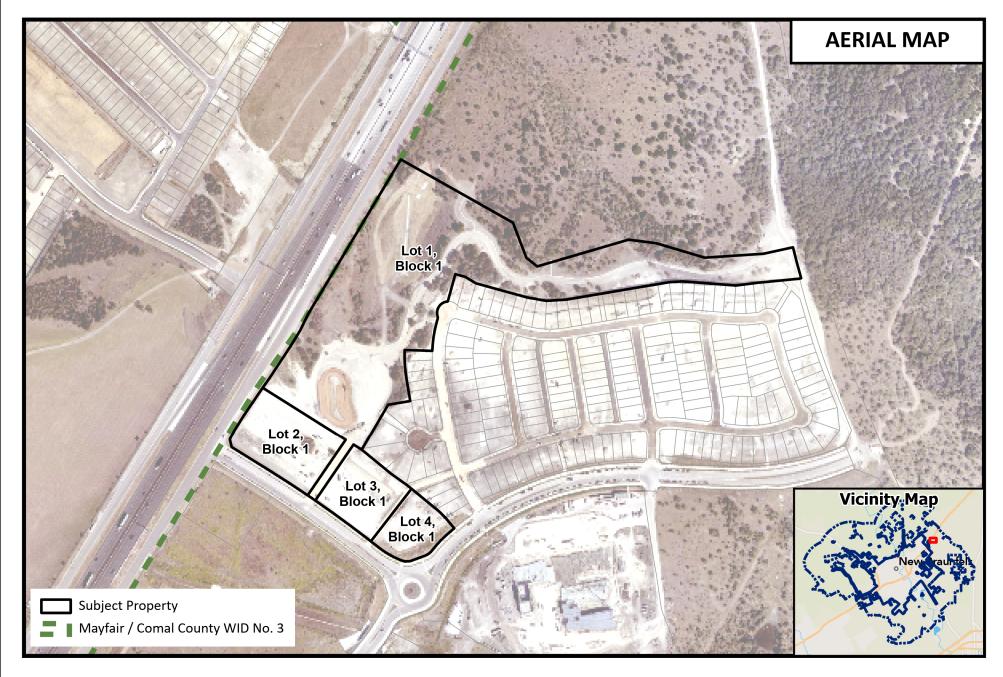
Resource Links:

Mayfair Strategic Partnership Agreement (SPA): newbraunfels.gov/DocumentCenter/View/26106/Mayfair-Partnership-Agreement?bidId= https://newbraunfels.gov/DocumentCenter/View/26106/Mayfair-Partnership-Agreement?bidId=>





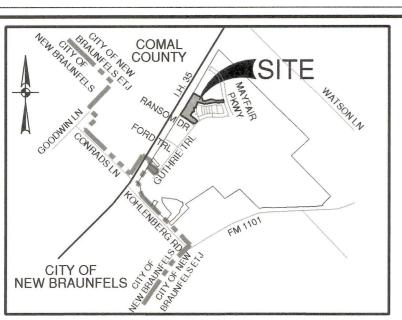
CS25-0391 **Limited Purpose Annexation** Lots 1-4 Block 1, Mayfair - North Ransom Commercial DISCLAIMER: This map and information contained in it were developed



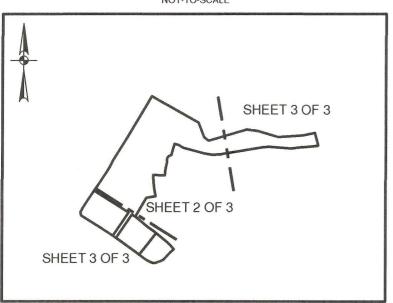


CS25-0391 **Limited Purpose Annexation** Lots 1-4 Block 1, Mayfair - North Ransom Commercial DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance map by anyone else is at that party's risk and without liability to the City 145 Braunfels its officials or employees for any discrepancies, errors, or v.





LOCATION MAP NOT-TO-SCALE



INDEX MAP SCALE: 1"= 1000"

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	3100.00'	2:33'34"	S14'48'54"E	138.47	138.48
C2	50.00*	104.50,48,	S33°51'52"W	79.25	91.50
C3	15.00'	33.57,47"	S1°34'39"E	8.76'	8.89'
C4	528.00'	13'28'52"	S8'39'49"W	123.95	124.23
C5	648.00	11:31'08"	S3'50'11"E	130.06	130.28
C6	1226.00'	2'33'30"	S48'46'43"W	54.74	54.74
C7	457.00'	10.08'54"	S42'25'31"W	80.84	80.95
C8	75.00'	32.33'05"	S53'37'36"W	42.04	42.61
С9	25.00'	17"17'47"	S78'33'03"W	7.52	7.55
C10	381.00'	18'45'22"	N60'53'36"W	124.17	124.72
C11	5045.00'	6'38'27"	S54'50'09"E	584.42	584.74
C12	23072.30	1'21'04"	N31'15'02"E	544.10'	544.12'
C13	572.08'	1'39'06"	N47'52'22"E	16.49'	16.49
C14	497.00'	10'08'54"	N42°25'31"E	87.92	88.03
C15	35.00'	4'25'05"	N39'33'36"E	2.70'	2.70'
C16	55.00	10'32'38"	S42'37'23"W	10.11	10.12
C17	477.00'	10.08,54"	S42°25'31"W	84.38'	84.49'
C18	1246.00'	2'33'27"	S48'46'42"W	55.62	55.62

SURVEYOR'S NOTES

- MONUMENTS WERE FOUND OR SET AT EACH CORNER OF THE SURVEY BOUNDARY OF THE SUBDIVISION AS NOTED. MONUMENTS AND LOT MARKERS WILL BE SET WITH I' IRON ROD WITH CAP MARKED "PAPE-DAWSON" OR MAG NAIL WITH DISK MARKED "PAPE-DAWSON" AFTER THE COMPLETION OF UTILITY INSTALLATION AND STREET CONSTRUCTION UNLESS NOTED OTHERWISE.
- COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.
- DIMENSIONS SHOWN ARE SCALED TO SURFACE WITH A SURFACE ADJUSTMENT OF 1.00017 APPLIED.
- BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

KNOW ALL MEN BY THESE PRESENTS

NEW BRAUNFELS, TEXAS 78132

. THE UNDERSIGNED KEITH W. WOOLEY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE UNDER MY SUPERVISION AND IN COMPLIANCE WITH CITY AND STATE SURVEY REGULATIONS AND LAWS AND MADE ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.



MAINTENANCE OF DEDICATED UTILITY EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. ANY USE OF AN EASEMENT, OR ANY PORTION OF IT, INCLUDING LANDSCAPING OF DRAINAGE FEATURES, IS SUBJECT TO AND SHALL NOT CONFLICT WITH THE TERMS AND CONDITIONS IN THE EASEMENT, MUST NOT ENDANGER OR INTERFERE WITH THE RIGHTS GRANTED BY THE EASEMENT TO NEW BRAUNFELS UTILITIES, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE SUBJECT TO APPLICABLE PERMIT requirements of the city of New Braunfels or any other governing body. THE PROPERTY OWNER MUST OBTAIN, IN ADVANCE, WRITTEN AGREEMENT WITH THE UTILITIES TO UTILIZE THE FASEMENT, OR ANY PART OF IT.

. UTILITIES WILL POSSESS A 5' WIDE SERVICE EASEMENT TO THE BUILDING STRUCTURE ALONG THE SERVICE LINE TO THE SERVICE ENTRANCE. THIS EASEMENT WILL VARY DEPENDING UPON LOCATION OF DWELLING AND SERVICE.

. UTILITIES SHALL HAVE ACCESS TO THE METER LOCATIONS FROM THE FRONT YARD AND METER LOCATIONS SHALL NOT BE LOCATED WITHIN A FENCED AREA. 4. EACH LOT MUST HAVE ITS OWN WATER AND SEWER SERVICE AT THE OWNER/DEVELOPERS EXPENSE.

5. DO NOT COMBINE ANY NEW UTILITY EASEMENTS (UE) WITH DRAINAGE EASEMENTS (DE) OR MAKE CHANGES IN GRADE WITHIN THE UTILITY EASEMENTS (UE) WITHOUT WRITTEN APPROVAL FROM NEW BRAUNFELS UTILITIES. NBU IS NOT RESPONSIBLE FOR LANDSCAPING OR IRRIGATION IN UE/LE.

FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.

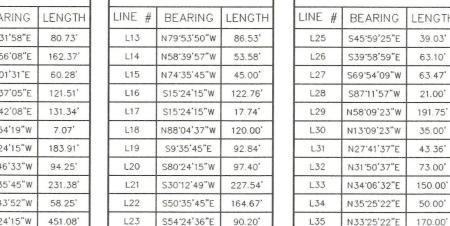
2. THE OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY. OUTFALLS FOR WATER QUALITY AND/OR DETENTION PONDS TREATING IMPERVIOUS COVER RELATED TO THE DEVELOPMENT AND STRUCTURES FOR REDUCTION OF DISCHARGE VELOCITY WILL NOT ENCROACH BY STRUCTURE OR GRADING INTO STATE ROW OR INTO AREAS OF ROW RESERVATION OR DEDICATION. FOR PROJECTS IN THE EDWARDS AQUIFER RECHARGE, TRANSITION OR CONTRIBUTING ZONES, PLACEMENT OF PERMANENT STRUCTURAL BEST MANAGEMENT PRACTICE DEVICES OR VEGETATIVE FILTER STRIPS WITHIN STATE ROW OR INTO AREAS OF ROW RESERVATION OR DEDICATION WILL NOT BE ALLOWED. NO NEW EASEMENTS OF ANY TYPE SHOULD BE LOCATED IN AREAS OF ROW RESERVATION OR DEDICATION.

3. MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY TXDOT'S, "ACCESS MANAGEMENT MANUAL". WHERE TOPOGRAPHY OR OTHER EXISTING CONDITIONS MAKE IT INAPPROPRIATE OR NOT FEASIBLE TO CONFORM TO THE CONNECTION SPACING INTERVALS, THE LOCATION OF REASONABLE ACCESS WILL BE DETERMINED WITH CONSIDERATION GIVEN TO TOPOGRAPHY, ESTABLISHED PROPERTY OWNERSHIPS, UNIQUE PHYSICAL LIMITATIONS, AND/OR PHYSICAL DESIGN CONSTRAINTS. THE SELECTED LOCATION SHOULD SERVE AS MANY PROPERTIES AND INTERESTS AS POSSIBLE TO REDUCE THE NEED FOR ADDITIONAL DIRECT ACCESS TO THE HIGHWAY, IN SELECTING LOCATIONS FOR FULL MOVEMENT INTERSECTIONS, PREFERENCE WILL BE GIVEN TO PUBLIC ROADWAYS THAT ARE ON LOCAL THOROUGHFARE PLANS.

4. IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE AS

5. ANY TRAFFIC CONTROL MEASURES (LEFT-TURN LANE, RIGHT-TURN LANE SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER.

LINE TABLE			LINE TABLE			LINE TABLE			
NE #	BEARING	LENGTH	LINE #	BEARING	LENGTH	LINE #	BEARING	LENG.	
L1	S59'31'58"E	80.73	L13	N79'53'50"W	86.53'	L25	S45°59'25"E	39.03	
L2	S20'56'08"E	162.37	L14	N58'39'57"W	53.58'	L26	S39'58'59"E	63.10	
L3	S51'01'31"E	60.28	L15	N74'35'45"W	45.00'	L27	S69'54'09"W	63.47	
L4	S82'37'05"E	121.51	L16	S15'24'15"W	122.76	L28	S87'11'57"W	21.00	
L5	N77'42'08"E	131.34'	L17	S15'24'15"W	17.74*	L29	N58'09'23"W	191.75	
L6	S73'54'19"W	7.07'	L18	N88'04'37"W	120.00'	L30	N13'09'23"W	35.00	
L7	S84'24'15"W	183.91	L19	S9'35'45"E	92.84	L31	N27'41'37"E	43.36	
L8	S82'46'33"W	94.25	L20	S80'24'15"W	97.40	L32	N31'50'37"E	73.00	
L9	N85'35'45"W	231.38'	L21	S30"12'49"W	227.54	L33	N34'06'32"E	150.00	
L10	S86'43'52"W	58.25'	L22	S50'35'45"E	164.67	L34	N35°25'22"E	50.00	
L11	S80'24'15"W	451.08'	L23	S54°24'36"E	90.20'	L35	N33°25'22"E	170.00	
L12	S86:09'36"W	88.20'	L24	S50'35'45"E	171.75	L36	N31'24'06"E	78.10	



LOT 1 BLOCK 1

GUNNER P

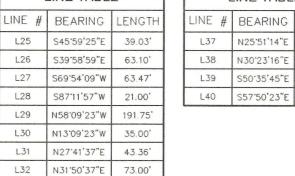
SOUTHSTAR AT MAYFAIR

DEVELOPER, LLC

REMAINDER

778.313 ACRES

(DOC NO 202106037786, OPR)



SUBDIVISION PLAT

MAYFAIR - NORTH RANSOM

COMMERCIAL

BEING A TOTAL OF 25.435 ACRES, COMPRISED OF LOT 1, BLOCK 1 OF THE

ALL OF A 2.816 ACRE TRACT CONVEYED TO BIRVEK RETAIL, LLC, IN DEED

RECORDED IN DOCUMENT 202506012812, AND 3.490 ACRES OUT OF THAT

CALLED 778.313 ACRE TRACT CONVEYED TO SOUTHSTAR AT MAYFAIR

SITUATED IN ANTONIO MARIA ESNAURIZAR SURVEY NO. 1, ABSTRACT 1.

COMAL COUNTY, TEXAS. ESTABLISHING LOT 2, BLOCK 1; LOT 3, BLOCK 1

THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF NEW BRAUNFELS, TEXAS.

OTHER PUBLIC SPACES) OF THE NEW BRAUNFELS CODE OF ORDINANCES.

GARAGE AND SHALL PREVENT WATER FROM LEAVING THE STREET.

THIS UNIT CONTAINS 4 BUILDABLE LOTS.

COMAL COUNTY ROAD DEPARTMENT.

THE MAYFAIR DDCD.

COMAL COUNTY, TEXAS.

AS AMENDED.

THIS SUBDIVISION IS NOT WITHIN THE EDWARDS AQUIFER JURISDICTIONAL ZONES.

FUTURE DEVELOPMENT IS SUBJECT TO CHAPTER 114 (STREETS, SIDEWALKS AND

INCHES ABOVE THE FINISHED GRADE OF THE SURROUNDING GROUND, WHICH

SHALL BE SLOPED IN A FASHION SO AS TO DIRECT STORMWATER AWAY FROM THE

STRUCTURE. PROPERTIES ADJACENT TO STORMWATER CONVEYANCE STRUCTURES

MUST HAVE A FLOOR SLAB ELEVATION OR BOTTOM OF FLOOR JOIST A MINIMUM

OF ONE FOOT ABOVE THE 100-YEAR WATER FLOW ELEVATION IN THE STRUCTURE.

DRIVEWAYS SERVING HOUSES ON THE DOWNHILL SIDE OF THE STREET SHALL HAVE

A PROPERLY SIZED CROSS SWALE PREVENTING RUNOFF FROM ENTERING THE

ANY DRIVEWAY CONSTRUCTION ON COUNTY ROADS WITHIN THE

UNINCORPORATED AREAS OF COMAL COUNTY MUST BE PERMITTED BY THE

STREET TREE PLANTING WILL OCCUR WITH BUILDING PERMIT IN COMPLIANCE WITH

THIS PLAT IS SUBJECT TO THE REQUIREMENTS AND REGULATIONS OF THE MAYFAIR

THIS PLAT IS SUBJECT TO THE TERMS OF A UTILITY COST SHARING AGREEMENT SOUTHSTAR AT MAYFAIR, LLC. A COPY OF THE UTILITY COST SHARING AGREEMENT IS RECORDED AS DOCUMENT NO. 202206006599 IN THE OFFICIAL RECORDS OF

DEVELOPER AND LANDOWNERS COMPLY WITH THEIR OBLIGATIONS OUTLINED

ANY DWELLING UNITS ARE CONSTRUCTED, THE OWNER OF THE LOT SHALL

CONTACT THE CITY AND COMPLY WITH THE ORDINANCE FOR EACH DWELLING

SOUTHSTAR AT MAYFAIR DEVELOPER, LLC REMAINDER

778.313 ACRES

(DOC NO 202106037786, OPR)

LIFTONIN

LINE TABLE

INE # | BEARING | LENGTH

L40 S57'50'23"E 41.93'

238.24

L37 N25'51'14"E

L38 N30'23'16"E

10. NBU WILL ONLY SERVE WATER OR WASTEWATER TO A PLATTED LOT ONLY IF THE

WITHIN THE UTILITY COST SHARING AGREEMENT SOUTHSTAR AT MAYFAIR, LLC.

NON-RESIDENTIAL USE SUBDIVISIONS ARE NOT SUBJECT TO PARK LAND DEDICATION AND DEVELOPMENT REQUIREMENTS. HOWEVER, AT SUCH TIME THAT

DEVELOPMENT AGREEMENT, RECORDED AS DOCUMENT NO. 202206006377 AND

4. THE ELEVATION OF THE LOWEST FLOOR OF A STRUCTURE SHALL BE AT LEAST 10

IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS,

AND LOT 4, BLOCK 1.

DEVELOPER, LLC. IN DEED RECORDED IN DOCUMENT 202106037786, ALL

MAYFAIR - FAIRWAY PARK RECORDED IN DOCUMENT NO. 202406035613

SCHOOL DISTRICT NOTE:

REFERENCED PROPERTY LIES WITHIN THE COMAL INDEPENDENT SCHOOL DISTRICT.

SIDEWALK NOTES:

1. TWO (2) MINOR TRAILHEADS WILL BE CONSTRUCTED ON LOT 1 AT THE TIME OF
BUILDING PERMIT IN COMPLIANCE WITH MAYFAIR DDCD STANDARDS.

2. TEN (10) FOOT SIDEWALK WILL BE CONSTRUCTED BY THE DEVELOPER PER CITY

STANDARDS AT THE TIME OF STREET CONSTRUCTION ALONG MAYFAIR PARKWAY.

TWELVE (12) FOOT SIDEWALK IS EXISTING ALONG GUTHRIE TRAIL. SIX (6) FOOT SIDEWALK WILL BE CONSTRUCTED BY THE DEVELOPER PER CITY STANDARDS AT THE TIME OF BUILDING PERMIT ALONG IH-35.

LOT OWNER(S) SHALL PROVIDE SHARED COMMON CROSS ACCESS FOR LOT(S)

NO PORTION OF ANY LOT ON THIS PLAT IS WITHIN AN INDICATED SPECIAL FLOOD HAZARD ZONE ACCORDING TO THE FEMA FIRM MAP NO. 48091 C0295F EFFECTIVE

UTILITY PROVIDER NOTE:
THE PROPERTY WILL BE SERVED BY THE FOLLOWING:
NEW BRAUNFELS UTILITIES (WATER, SEWER, ELECTRIC)

CENTRIC (TELECOMMUNICATIONS, GAS)

PAPE-DAWSON

1672 INDEPENDENCE DR, STE 102 I NEW BRAUNFELS, TX 78132 I 830.632.5633 TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

DATE OF PREPARATION: September 22, 2025

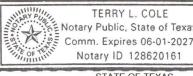
I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, (LOTS 1, 3, AND 4, BLOCK 1) AND DESIGNATED HEREIN AS THE MAYFAIR - NORTH RANSOM COMMERCIAL SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF COMAL TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER:

THAD RUTHERFORD, PRESIDENT SOUTHSTAR AT MAYFAIR DEVELOPER, LLC, A TEXAS LIMITED LIABILITY COMPANY 2055 CENTRAL PLAZA, SUITE 110, BOX 195, NEW BRAUNFELS, TX 78130

STATE OF TEXAS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 24
OF September , 2025 , BY Thad but her ford



STATE OF TEXAS COUNTY OF BEXAR

NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES: 06/01 2027

I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, (LOT 2, BLOCK 1) AND DESIGNATED HEREIN AS THE MAYFAIR - NORTH RANSOM COMMERCIAL SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF COMAL TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS. DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: MARK LEE, MANAGER

BIRVEK RETAIL, LLC, A TEXAS LIMITED LIABILITY COMPANY 115 OTTAWA RUN SAN ANTONIO, TEXAS 78231

STATE OF TEXAS

Carol Maysonet

Exp. 10/11/2027 0 ID No.132207388, T

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS OF SEPTEMBER

NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES: 10-11-7027

FOR PLANNING DIRECTOR (NBCO 118-30(1))

CERTIFICATE OF APPROVAL

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT OF THE CITY OF NEW BRAUNFELS, TEXAS.

DIRECTOR OF PLANNING

STATE OF TEXAS

COUNTY OF COMA I, BOODOR HOLPP, DO HEREBY CERTIFY THAT THE FOREGOING

INSTRUMENT WAS FILED FOR RECORD IN THE MAP AND PLAT RECORDS. DOC. # 2025110033368 OF COMAL COUNTY ON THE 16th DAY OF OCTOBER, 20 25 AT 1:52 PM.

WITNESS MY HAND OFFICIAL SEAL, THIS THE

With DAY OF OCHOBER 20 DS

COUNTY CLERK, COMAL, COUNTY, TEXAS

SHEET 1 OF 3

LAT NOTES APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT

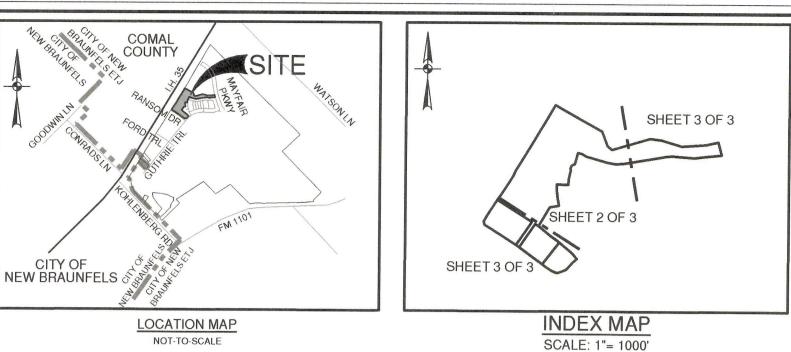


SCALE: 1"= 300' 19.129 ACRES PLATTED AS LOT 1, BLOCK 1 MAYFAIR - FAIRWAY PARK RECORDED IN DOCUMENT NUMBER 202406035613 OF THE OFFICIAL PUBLIC RECORD OF COMAL

AREA BEING REPLATTED

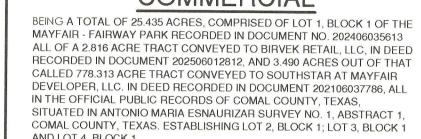
GUTHRIE TRL.

SHEET 3 OF 3

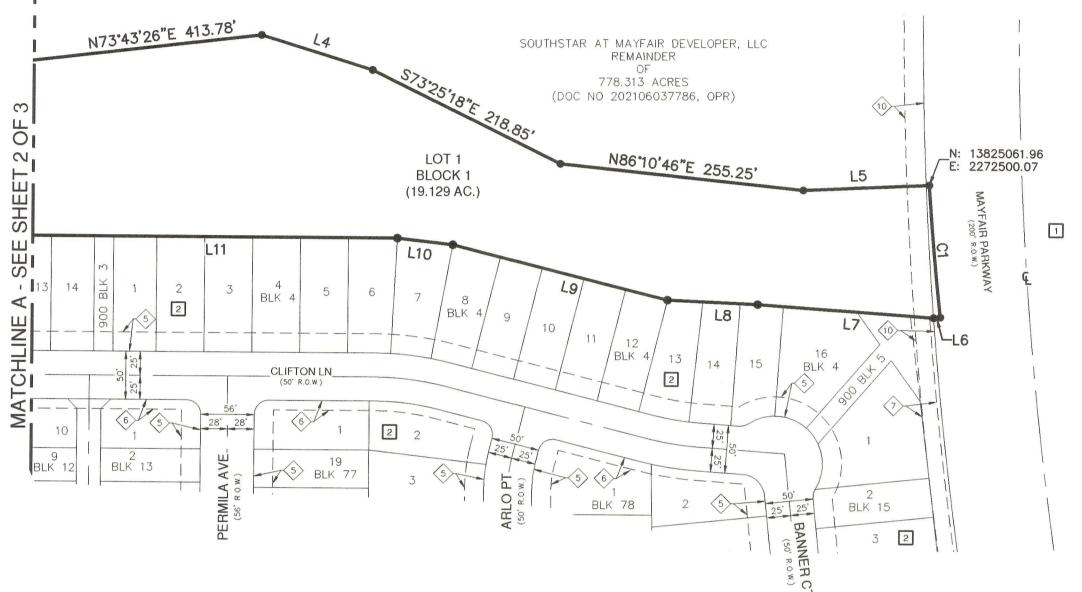


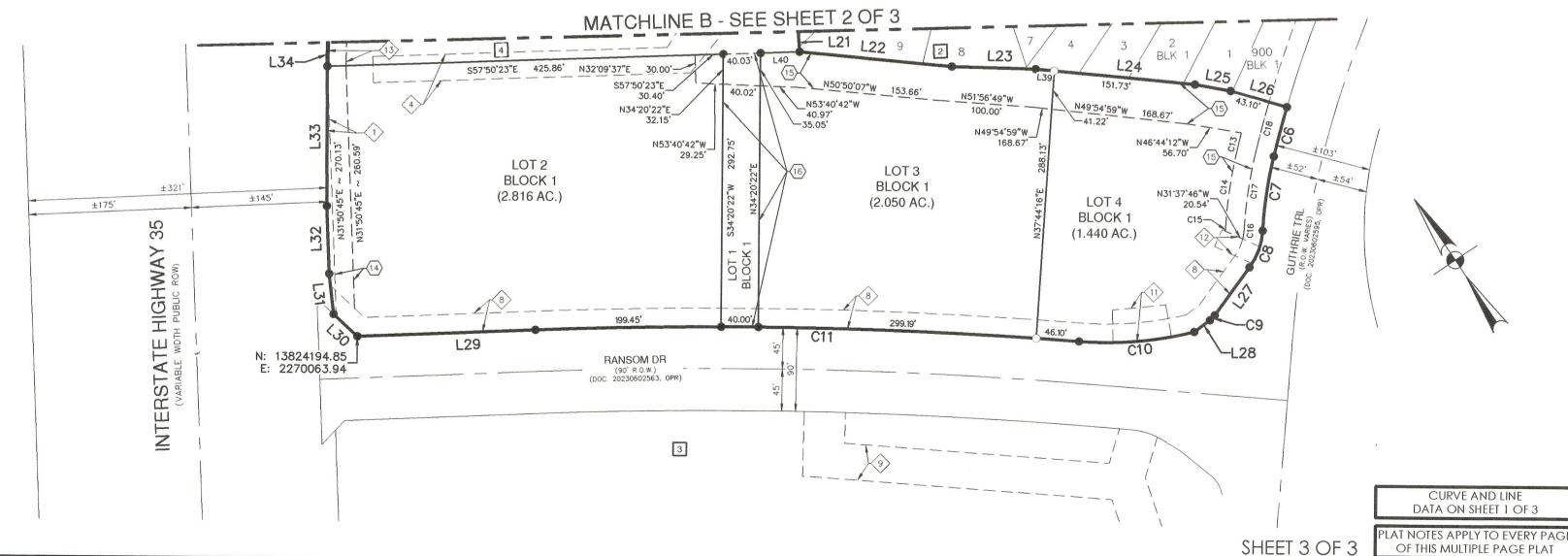
SUBDIVISION PLAT MAYFAIR - NORTH RANSOM COMMERCIAL

IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, SITUATED IN ANTONIO MARIA ESNAURIZAR SURVEY NO. 1, ABSTRACT 1, COMAL COUNTY, TEXAS. ESTABLISHING LOT 2, BLOCK 1; LOT 3, BLOCK 1



AND LOT 4, BLOCK 1.





ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS. TEXAS, APPROVING THE LIMITED PURPOSE ANNEXATION OF LOTS 1, 2, AND 4, BLOCK 1, MAYFAIR - NORTH RANSOM COMMERCIAL SUBDIVISION, CONSISTING OF 24.435 ACRES: REPEALING ALL ORDINANCES IN CONFLICT: **PROVIDING** FOR SEVERABILITY: CONTAINING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City is authorized to annex territory for limited purposes in accordance with Chapter 43 of the Texas Local Government Code, and the City of New Braunfels, Texas home-rule charter, and by statute; and

WHEREAS, the City of New Braunfels and the Comal County Water Improvement District No. 3 ("District") negotiated a Strategic Partnership Agreement ("Agreement"), adopted and effective April 22, 2024, and recorded in the Comal County Official Public Records as Document No. 202506028248, specifying the terms of a limited purpose annexation of certain properties within the District designated for commercial or "mixed commercial and residential" development; and

WHEREAS, the City published notice of public hearings regarding the Agreement and held public hearings as required by state law on April 8, 2024, and April 22, 2024;

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

SECTION 1

THAT That the following described territory, depicted in Exhibit "A" attached, is hereby annexed into the city for the limited purpose of the collection of sales tax pursuant to the terms set forth in the Agreement, and that the boundary limits of the city are hereby extended to include said territory within the city limits and the same shall hereafter be included within the territorial limits of said city with the explanation that said territory is annexed into the city for limited purposes:

Being all of Lots 1, 2, 3, and 4, Block 1, Mayfair – North Ransom Commercial Subdivision, as depicted in Exhibit "A" attached.

SECTION 2

THAT The City shall provide to the herein annexed territory only those municipal services in accordance with Article VI of the Agreement.

SECTION 3

THAT the qualified voters residing within the Limited Purpose Tract may vote in City elections, as voters in Council District 4, pursuant to Local Government Code Sections 43.0751(q) and 43.130.

SECTION 4

THAT the city secretary is hereby directed to file with the county clerk and other appropriate officials and agencies, as required by state and federal law and city annexation procedures, a certified copy of this ordinance.

SECTION 5

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

SECTION 6

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

SECTION 7

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

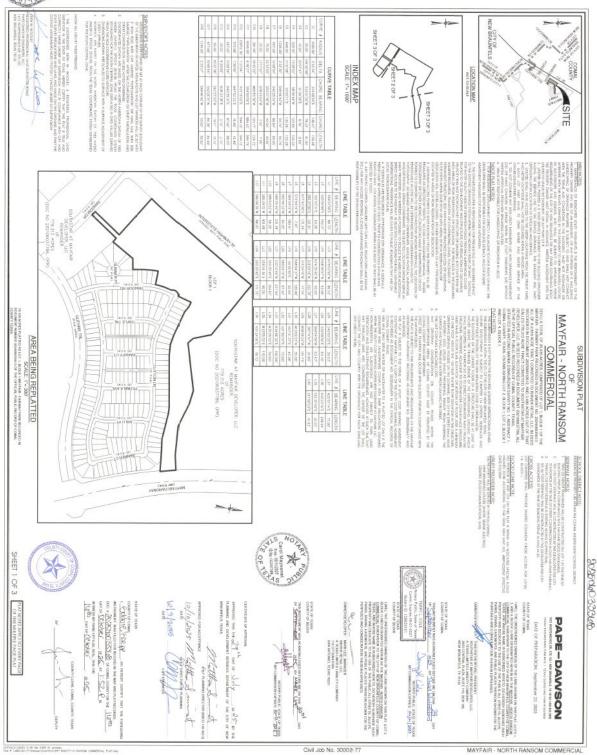
SECTION 8

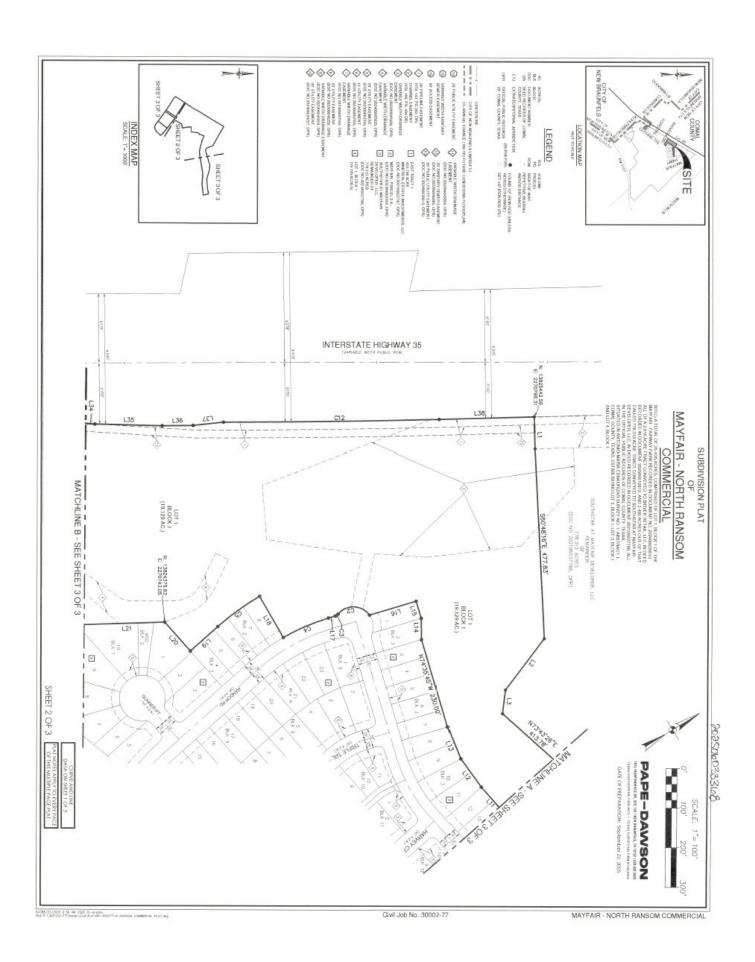
THAT ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

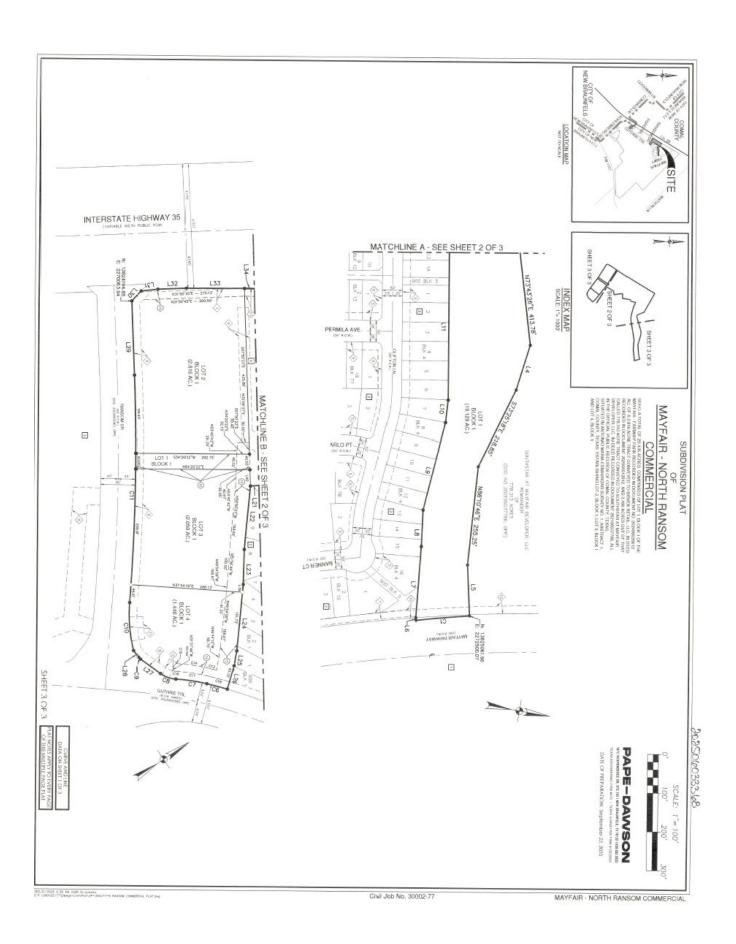
PASSED AND APPROVED:	First reading this 8 th day of December 2025.		
PASSED AND APPROVED:	ED: Second reading this 12 th day of January 2026.		
	CITY OF NEW BRAUNFELS		
	NEAL LINNARTZ, Mayor		
ATTEST:			
GAYLE WILKINSON, City Se	cretary		
APPROVED AS TO FORM:			
VALERIA M. ACEVEDO, City	Attorney		

EXHIBIT "A"











City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. K)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

SUBJECT:

Approval of the first reading of an ordinance, in accordance with adopted agreements with the property owner, to annex for limited purposes Lots 1-9, and Lot 900, Block 1, Veramendi Precinct 11A Subdivision, and Lot 109, Block 19, Veramendi Precinct 11B Subdivision, consisting of approximately 45 acres.

DEPARTMENT: Neighborhood and Community Planning

COUNCIL DISTRICTS IMPACTED: District 3

BACKGROUND INFORMATION:

Petitioner: Comal County Water Improvement District No. 1 (Veramendi)

c/o Coats Rose Yale Ryman & Lee

Attn: Timothy Green

3 East Greenway Plaza, Suite 2000

Houston, TX 77046

Owner: Veramendi PE-Cairns, LLC

P.O. Box 310699

New Braunfels, TX 78131

Staff Contact: Matt Greene

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

As part of the Veramendi Development Agreement adopted in 2015, the City of New Braunfels and Comal County Water Improvement District No. 1 negotiated a Strategic Partnership Agreement (SPA) for limited purpose annexation of certain properties within Veramendi. Under the agreement, once properties designated for commercial or "mixed commercial and residential" development (per the Sector Plan) are platted they shall be annexed into the City for the limited purpose of sales tax collection. The City will not collect property taxes in these areas and will provide only limited municipal services as specified in Article VI of the SPA. Residents of areas annexed for limited purposes may vote in elections for City Council and City Charter amendments but may not vote in bond elections.

ISSUE:

In accordance with the SPA, limited purpose annexations are to occur following the recording of a plat for the respective property. The final plats for Veramendi Precinct 11A and Veramendi Precinct 11B have been recorded. City staff is now proceeding with the Limited Purpose Annexation as stipulated by the SPA.

COMPREHENSIVE PLAN REFERENCE:

Regional Planning: Annexation

- Balance resources in an equitable manner that does not lead to disinvestment in existing New Braunfels.
- Ensure annexation supports the community's desired form, design and pattern.

Assure the long-term fiscal health of New Braunfels and that policy decisions do not create an undue fiscal burden on the City or others.

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

STRATEGIC PLAN REFERENCE:

□ Economic Mobility □ Enhanced Connectivity □ Community Iden	ıtity
⊠Organizational Excellence □Community Well-Being □N/A	

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

FISCAL IMPACT:

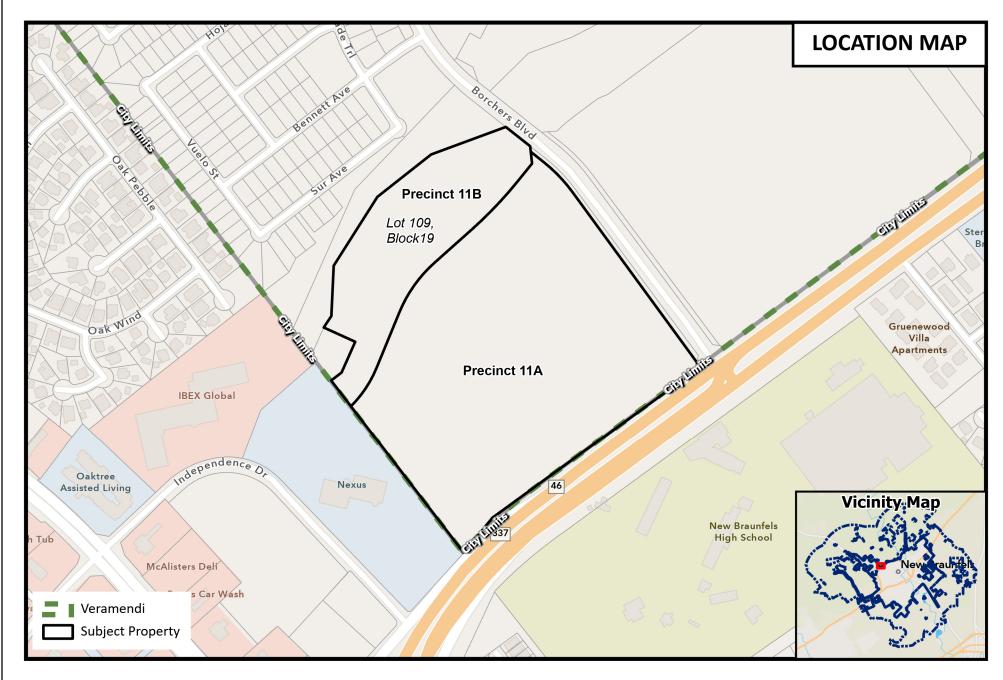
In accordance with the negotiated and adopted SPA, limited purpose annexation of the subject tract is required and will allow the city to share in sales tax collection in order to provide the requisite limited scope of corresponding municipal services.

RECOMMENDATION:

Approval.

RESOURCE LINKS:

shiftps://newbraunfels.gov/1385/Veramendi

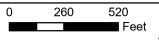




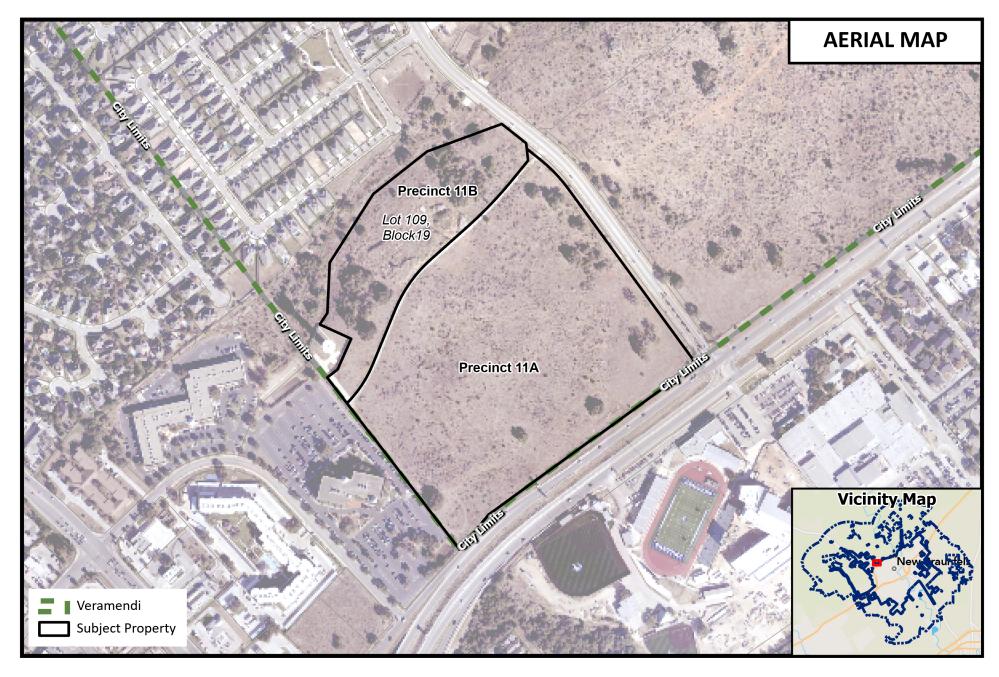
CS25-0417

Limited Purpose Annexation Veramendi Precinct 11A Lots 109, Block 19, Veramendi Precinct 11B

Source: City of New Braunfels Planning Date: 11/13/2025





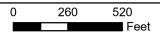




CS25-0417

Limited Purpose Annexation Veramendi Precinct 11A Lots 109, Block 19, Veramendi Precinct 11B

Source: City of New Braunfels Planning Date: 11/13/2025





LOCATION MAP NOT-TO-SCALE

APPROVED FOR ACCEPTANCE

COOPERATIVE CORS NETWORK.

FOR THE SOUTH CENTRAL ZONE.

KNOW ALL MEN BY THESE PRESENTS

CHANCE T. SRP

PAPE-DAWSON

CITY ENGINEER

MONUMENTS WERE FOUND OR SET AT EACH CORNER OF THE SURVEY BOUNDARY

OF THE SUBDIVISION AS NOTED. MONUMENTS AND LOT MARKERS WILL BE SET WITH

1" IRON ROD WITH CAP MARKED "PAPE-DAWSON" OR MAG NAIL WITH DISK

STREET CONSTRUCTION UNLESS NOTED OTHERWISE.
COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE

SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS

DIMENSIONS SHOWN ARE SURFACE (SCALE FACTOR = 1.00014)
BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83

I, the undersigned chance t. SRP, a registered professional land surveyor

IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE under my supervision and in compliance with city and state survey REGULATIONS AND LAWS AND MADE ON THE GROUND AND THAT THE CORNER

MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

REGISTERED PROFESSIONAL LAND SURVEYOR #6916

1672 INDEPENDENCE DRIVE, SUITE 102

NEW BRAUNFELS, TX 78132

(NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED

MARKED "PAPE-DAWSON" AFTER COMPLETION OF UTILITY INSTALLATION AND

MAINTENANCE OF DEDICATED UTILITY EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER, ANY USE OF AN EASEMENT, OR ANY PORTION OF IT, INCLUDING LANDSCAPING OF DRAINAGE FEATURES, IS SUBJECT TO AND SHALL NOT CONFLICT WITH THE TERMS AND CONDITIONS IN THE EASEMENT, MUST NOT ENDANGER OR INTERFERE WITH THE RIGHTS GRANTED BY THE EASEMENT TO NEW BRAUNFELS UTILITIES, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE SUBJECT TO APPLICABLE PERMIT REQUIREMENTS OF THE CITY OF NEW BRAUNFELS OR ANY OTHER GOVERNING BODY. THE PROPERTY OWNER MUST OBTAIN, IN ADVANCE, WRITTEN AGREEMENT WITH THE UTILITIES TO UTILIZE THE EASEMENT, OR ANY PART

UTILITIES WILL POSSESS A 5' WIDE SERVICE EASEMENT TO THE BUILDING STRUCTURE ALONG THE SERVICE LINE TO THE SERVICE ENTRANCE. THIS EASEMENT WILL VARY

DEPENDING UPON LOCATION OF DWELLING AND SERVICE. UTILITIES SHALL HAVE ACCESS TO THE METER LOCATIONS FROM THE FRONT YARD

AND METER LOCATIONS SHALL NOT BE LOCATED WITHIN A FENCED AREA. EACH LOT MUST HAVE ITS OWN WATER AND SEWER SERVICE AT THE OWNER/DEVELOPERS EXPENSE.

DO NOT COMBINE ANY NEW UTILITY EASEMENTS (UE) WITH DRAINAGE EASEMENTS (DE) OR MAKE CHANGES IN GRADE WITHIN THE UTILITY EASEMENTS (UE) WITHOUT VRITTEN APPROVAL FROM NEW BRAUNFELS UTILITIES.

NBU IS NOT RESPONSIBLE FOR LANDSCAPING OR IRRIGATION IN UE/LE. NBU WILL NOT BE RESPONSIBLE FOR RESTORATION OF SIDEWALKS OR LANDSCAPING DAMAGED FROM UTILITY WORK IN AREAS WHERE UTILITY EASEMENTS ARE COMBINED WITH SIDEWALK EASEMENTS OR LANDSCAPE

FLOOD ZONE NOTE:

no portion of the subdivision is located within any special flood hazard AREA (100 YR. FLOOD), AS DEFINED BY THE COMAL COUNTY, TEXAS, FLOOD INSURANCE RATE MAP NO. 48091C0435G EFFECTIVE DATE 5/8/2024 AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

UTILITY PROVIDER NOTE

PROPERTY WILL BE SERVED BY THE FOLLOWING: NEW BRAUNFELS UTILITIES (WATER, SEWER, ELECTRIC) AT&T (TELECOMMUNICATIONS)

SPECTRUM (TELECOMMUNICATIONS)

DRAINAGE EASEMENT NOTES:

DRAINAGE EASEMENTS SHALL "REMAIN FREE OF ALL OBSTRUCTIONS." MAINTENANCE OF DRAINAGE EASEMENT SHOWN OUTSIDE OF LOT LINES SHALL BE the responsibility of the property owners, or the property owner's association, or its successors or assigns and not the responsibility of THE CITY OF NEW BRAUNFELS OR COMAL COUNTY.

NO STRUCTURES, WALLS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING, FENCES, OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS SECTIONS OF THE DRAINAGE EASEMENTS OR DECREASES THE HYDRAULIC CAPACITY OF THE FASEMENT, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY ENGINEER, THE CITY OF NEW BRAUNFELS AND COMAL COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR MPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

SIDEWALK AND ACCESS WAY NOTES

SIX (6) FOOT WIDE SIDEWALKS WILL BE CONSTRUCTED BY SITE BUILDER PER CITY STANDARDS AT THE TIME OF BUILDING CONSTRUCTION ALONG BORCHERS BLVD 2. SIX (6) FOOT WIDE SIDEWALKS WILL BE CONSTRUCTED DURING THE LATTER OF

BUILDING PERMIT OR STREET CONSTRUCTION ALONG a. FUTURE ROADWAY TEN (10) FOOT WIDE MULTI-USE TRAIL WILL BE CONSTRUCTED BY THE SITE BUILDER PER CITY STANDARDS AT THE TIME OF BUILDING CONSTRUCTION WITHIN THE

LANDSCAPE AND REDESTRIAN EASEMENT ALONG LOOP 337.

LOT OWNER(S) SHALL PROVIDE SHARED COMMON CROSS ACCESS FOR LOT(S) 1-6, BLOCK 1.

LOT 900 BLOCK 1 IS A LANDSCAPE, PEDESTRIAN, & ACCESS EASEMENT.

THE AFOREMENTIONED LOT IS TO BE MAINTAINED BY THE DEVELOPER AND NOT THE CITY OF NEW BRAUNFELS

SUBDIVISION PLAT

VERAMENDI PRECINCT 11A

BEING 34.171 ACRES OF LAND SITUATED IN THE JUAN MARTIN DE VERAMENDI SURVEY NO. 2, ABSTRACT 3, COMAL COUNTY, TEXAS; COMPRISED OF A PORTION OF A 48.237 ACRE TRACT DESCRIBED IN A DEED TO VERAMENDI PE-CAIRNS, LLC, AS RECORDED IN DOCUMENT NO. 201906036476 AND A 255.715 ACRE TRACT DESCRIBED IN A DEED TO VERAMENDI PE-BRISBANE, LLC, AS RECORDED IN DOCUMENT NO. 201706013192, BOTH OF WHICH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.

THE OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY. OUTFALLS FOR WATER QUALITY AND/OR DETENTION PONDS TREATING MPERVIOUS COVER RELATED TO THE DEVELOPMENT AND STRUCTURES FOR REDUCTION OF DISCHARGE VELOCITY WILL NOT ENCROACH BY STRUCTURE OR GRADING INTO STATE ROW OR INTO AREAS OF ROW RESERVATION OR DEDICATION. FOR PROJECTS IN THE EDWARDS AQUIFER RECHARGE, TRANSITION OR CONTRIBUTING ZONES, PLACEMENT OF PERMANENT STRUCTURAL BEST MANAGEMENT PRACTICE DEVICES OR VEGETATIVE FILTER STRIPS WITHIN STATE ROW OR INTO AREAS OF ROW RESERVATION OR DEDICATION WILL NOT BE allowed. No new easements of any type should be located in areas of ROW RESERVATION OR DEDICATION.

MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY TXDOT'S, "ACCESS MANAGEMENT MANUAL " WHERE TOPOGRAPHY OR OTHER EXISTING CONDITIONS MAKE IT INAPPROPRIATE OR NOT FEASIBLE TO CONFORM TO THE CONNECTION SPACING INTERVALS, THE LOCATION OF REASONABLE ACCESS WILL BE DETERMINED WITH CONSIDERATION GIVEN TO TOPOGRAPHY, ESTABLISHED PROPERTY OWNERSHIPS, UNIQUE PHYSICAL LIMITATIONS, AND/OR PHYSICAL DESIGN CONSTRAINTS. THE SELECTED LOCATION SHOULD SERVE AS MANY PROPERTIES AND INTERESTS AS POSSIBLE TO REDUCE THE NEED FOR ADDITIONAL DIRECT ACCESS TO THE HIGHWAY. IN SELECTING LOCATIONS FOR FULL MOVEMENT INTERSECTIONS, PREFERENCE WILL BE GIVEN TO PUBLIC ROADWAYS THAT ARE ON LOCAL THOROUGHFARE PLANS.

IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE AS DIRECTED BY TXDOT.

ANY TRAFFIC CONTROL MEASURES (LEFT-TURN LANE, RIGHT-TURN LANE SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER.

THIS PLAT IS SUBJECT TO THE REQUIREMENTS AND REGULATIONS OF THE VERAMENDI DEVELOPMENT COMPANY DEVELOPMENT AGREEMENT, RECORDED AS DOCUMENT NO. 201506029547 AND AS AMENDED

THIS PLAT IS LOCATED WITHIN THE LARGE FORMAT RETAIL PLANNING SUB AREA. STANDARDS FOR PLANT MATERIALS SHALL CONFORM TO THE STANDARDS OF THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD A300 PLANTING AND TRANSPLANTING NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.

TREE REPLACEMENT SHALL OCCUR WITHIN 12 MONTHS OF REMOVAL OF THE HIGH VALUE TREE UNLESS DEFERRED TO AN ADJACENT UNIT. WHERE A REPLACEMENT TREE DOES NOT SURVIVE FOR A PERIOD OF AT LEAST 24 MONTHS, THE ORIGINAL APPLICANT OR CURRENT LANDOWNER SHALL REPLACE THE TREE, PREFERABLY DURING OCTOBER - FEBRUARY, UNTIL THE TREE SURVIVES A 12-MONTH PERIOD.

SHOULD ANY TREE DESIGNATED FOR RETENTION IN AN APPROVED TREE PROTECTION PLAN DIE PRIOR TO, OR WITHIN 12 MONTHS OF THE COMPLETION OF CONSTRUCTION WORKS, THE APPLICANT SHALL REPLACE THE DEAD TREE WITH A REPLACEMENT TREE/S EQUAL TO THE TOTAL CALIPER INCHES OF THE DEAD TREE NO GRADING, TRENCHING OR EQUIPMENT SHALL BE CONDUCTED IN THE AREA IDENTIFIED IN THE ROOT PROTECTION ZONE. ALL WORK TO BE PERFORMED BY HAND OR UNDER THE SUPERVISION OF A CERTIFIED ARBORIST.

DURING CONSTRUCTION, THE CLEANING OF EQUIPMENT OR MATERIALS AND/OR THE DISPOSAL OF ANY WASTE MATERIAL, INCLUDING, BUT NOT LIMITED TO PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., UNDER THE CANOPY OR DRIP LINE OF ANY HIGH VALUE TREE SHALL BE PROHIBITED. NO GRADING TRENCHING OR EQUIPMENT SHALL BE CONDUCTED OR USED IN THE AREA IDENTIFIED IN THE ROOT PROTECTION ZONE. ALL WORK SHALL BE PERFORMED BY HAND OR UNDER THE SUPERVISION OF A CERTIFIED ARBORIST. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY HIGH VALUE TREE.

LOTS TO BE HELD IN COMMON PROPERTY BY A HOMEOWNERS' OR PROPERTY OWNERS' ASSOCIATION SHALL BE SHOWN ON THE PLAT AS A SEPARATE LOT.

NO BUILDING SHALL BE SITED WITHIN THE EXTENT OF A SENSITIVE FEATURE AND ASSOCIATED BUFFER, FOR ANY LOT WHICH CONTAINS A HIGH VALUE TRFF. AND A BUILDING ENVELOPE WAS NOT APPROVED AS PART OF A FINAL PLAT, THE LOCATION OF A BUILDING ENVELOPE SHALL BE APPROVED BY THE PLANNING DIRECTOR PRIOR TO A BUILDING PERMIT BEING ISSUED.

FUTURE DEVELOPMENT IS SUBJECT TO CHAPTER 114 (STREETS, SIDEWALKS AND

OTHER PUBLIC SPACES) OF THE NEW BRAUNFELS CODE OF ORDINANCES. IMPERVIOUS COVER THE MAXIMUM CUMULATIVE IMPERVIOUS COVER PERCENTAGE FOR THE PROPERTY AS A WHOLE AND FOR EACH SECTOR PLAN SHALL NOT EXCEED SIXTY-FIVE PERCENT (65%).

11. AMENDMENTS TO THE PARK PROGRAMMING SCHEDULE, INCLUDING BUT NOT LIMITED TO THE PROVISION OF ADDITIONAL IMPROVEMENTS OR SUBSTITUTING IMPROVEMENTS, SHALL BE ADMINISTRATIVELY APPROVED BY THE PARKS

12. THIS PLAT WILL COMPLY WITH LOCATION AND AMENITY STANDARDS FOR TRAILS AS SHOWN IN THE SECTOR PLAN.

13. TOTAL NUMBER OF LOTS = 9.

14. ROADS, FACILITIES, STRUCTURES AND IMPROVEMENTS SUCH AS SIDEWALKS, PATHS, TRAILS, TRAILHEADS, PARK IDENTIFICATION AND WAY FINDING SIGNAGE, SEATING, PICNIC TABLES, DRINKING FOUNTAINS, PET DRINKING FOUNTAINS, TRASH RECEPTACLES, PET WASTE RECEPTACLES, SHADE STRUCTURES, OUTLOOKS, RETAINING WALL, PUBLIC UTILITIES, STORMWATER MANAGEMENT FACILITIES, WATER QUALITY MEASURES AND SIGNAGE ARE PERMITTED WITHIN THE GREEN RIBBON, ALL OTHER DEVELOPMENT SHALL BE PROHIBITED WITHIN THE GREEN

PAPE-DAWSON

1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

202506031339

DATE OF PREPARATION: September 30, 2025

STATE OF TEXAS COUNTY OF COMAL

I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE <u>VERAMENDI PRECINCT 11A</u> SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF COMAL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

DWNER/DEVELOPER GARRETT MECHLER 10/10/2025 OWNER/DEVELOPER VERAMENDI PE-CAIRNS, LLC

2168 OAK RUN PKWY NEW BRAUNFELS, TEXAS 78132

STATE OF TEXAS COUNTY OF COMAL

this instrument was acknowledged before me on this 🚺 day of

Notary Public, State of Texas

Comm. Expires 05-20-202 LUO Hardemein Notary ID 130670969

STATE OF TEXAS

10/10/2025

MY COMMISSION EXPIRES: 5 30 3098

STATE OF TEXAS COUNTY OF COMAL

(WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE <u>VERAMENDI PRECINCT 11A</u> SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF COMAL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER:

GARRETT MECHLER VERAMENDI PE-BRISBANE, LLC

2168 OAK RUN PKWY NEW BRAUNFELS, TEXAS 78132

STATE OF TEXAS COUNTY OF COMAL

this instrument was acknowledged before me on this $\overline{\mathbb{O}}$ day of Mechler



10 up dardeman

STATE OF TEXAS MY COMMISSION EXPIRES: 5 20 203

STATE OF TEXAS COUNTY OF COMAL

I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS <u>VERAMENDI PRECINCT 11A</u> SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF COMAL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALI STREETS, ALLEYS, PARKS, PRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

COMAL COUNTY WCID 1A 1108 LAVACA, SUITE 510 AUSTIN, TX 78701

STATE OF TEXAS COUNTY OF COMAL

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 3 DAY OF CHOOCK, 2025, BY DODGES Show



Ilux bardemen STATE OF 1 EXCS MY COMMISSION EXPIRES: 5 20 202

STATE OF TEXAS

COUNTY OF COMAL

, BODOTE, HOLPP, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN THE MAP AND PLAT RECORDS,

DOC # 20250L038391 OF COMAL COUNTY ON THE

30th DAY OF OCTOBER 2025 AT 1037am

WITNESS MY HAND OFFICIAL SEAL, THIS THE 30th DAY OF UCHOET 20 DE



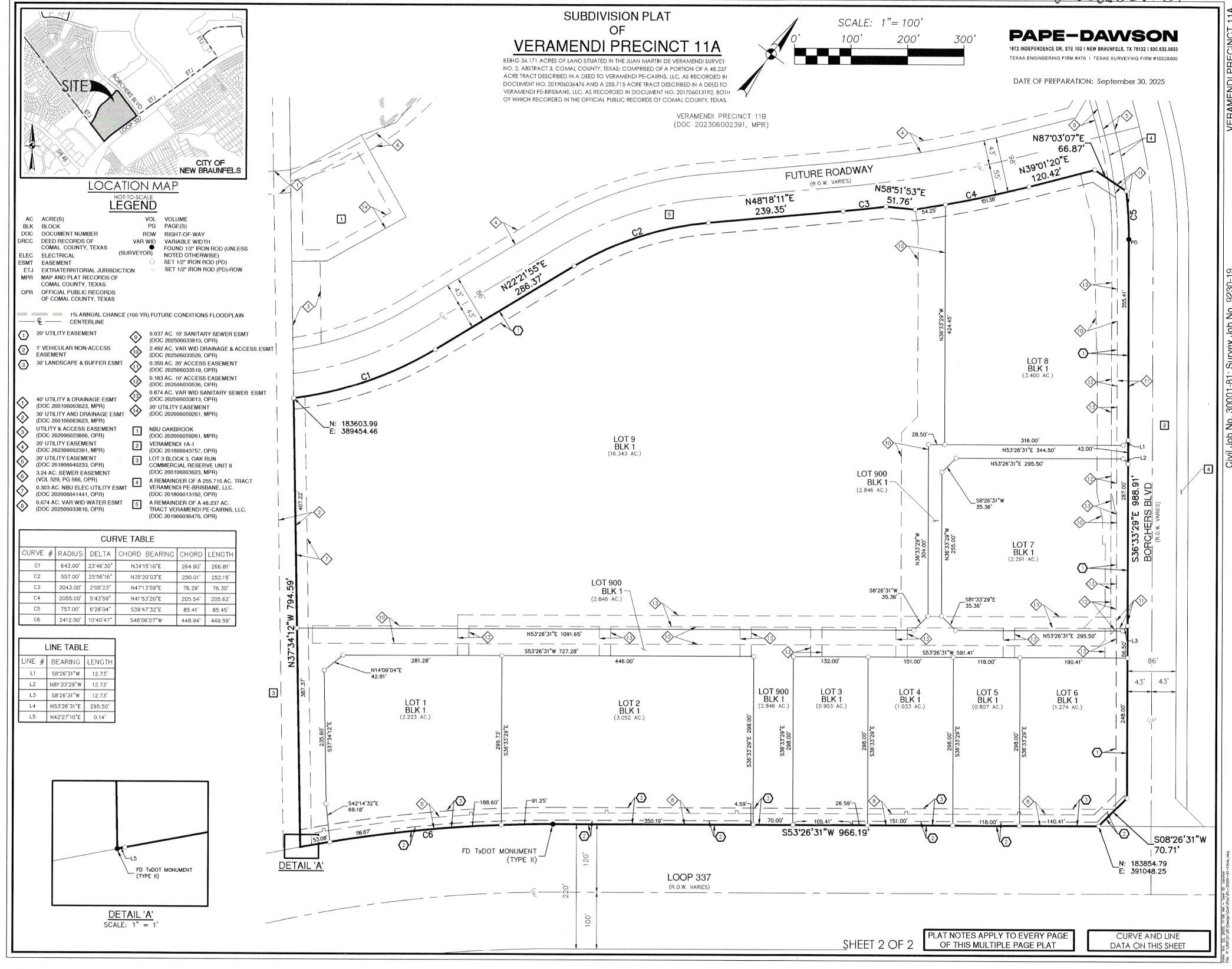
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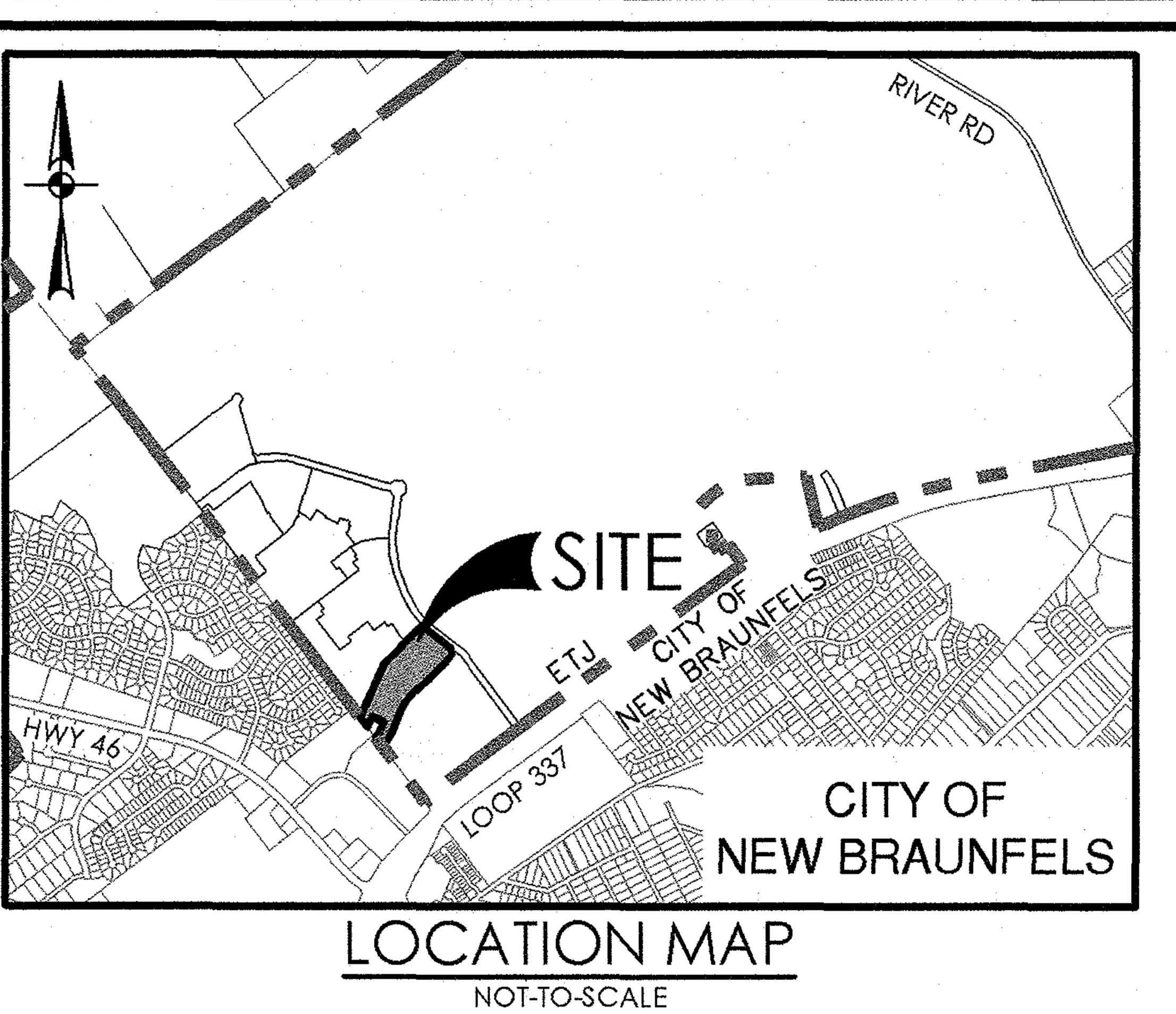
SHEET 1 OF 2



159

PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT





CERTIFICATE OF APPROVAL

APPROVED FOR ACCEPTANCE

1202027

■ COMMISSION OF THE CITY OF NEW BRAUNFELS TEXAS.

PLANNING COMMISSION CHAIRPERSON

NBU NOTES:

MAINTENANCE OF DEDICATED UTILITY EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. ANY USE OF AN EASEMENT, OR ANY PORTION OF IT, INCLUDING LANDSCAPING OF DRAINAGE FEATURES, IS SUBJECT TO AND SHALL NOT CONFLICT WITH THE TERMS AND CONDITIONS IN THE EASEMENT, MUST NOT ENDANGER OR INTERFERE WITH THE RIGHTS GRANTED BY THE EASEMENT TO NEW BRAUNFELS UTILITIES, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE SUBJECT TO APPLICABLE PERMIT REQUIREMENTS OF THE CITY OF NEW BRAUNFELS OR ANY OTHER GOVERNING BODY. THE PROPERTY OWNER MUST OBTAIN, IN ADVANCE, WRITTEN AGREEMENT WITH THE UTILITIES TO UTILIZE THE EASEMENT, OR ANY PART

- OF IT.

 2. UTILITIES WILL POSSESS A 5' WIDE SERVICE EASEMENT TO THE BUILDING STRUCTURE ALONG THE SERVICE LINE TO THE SERVICE ENTRANCE. THIS EASEMENT WILL VARY DEPENDING UPON LOCATION OF DWELLING AND SERVICE.
- 3. UTILITIES SHALL HAVE ACCESS TO THE METER LOCATIONS FROM THE FRONT YARD AND METER LOCATIONS SHALL NOT BE LOCATED WITHIN A FENCED AREA.

 4. EACH LOT MUST HAVE ITS OWN WATER AND SEWER SERVICE AT THE
- OWNER/DEVELOPERS EXPENSE.

 5. DO NOT COMBINE ANY NEW UTILITY EASEMENTS (UE) WITH DRAINAGE EASEMENTS (DE) OR MAKE CHANGES IN GRADE WITHIN THE UTILITY EASEMENTS (UE) WITHOUT WRITTEN APPROVAL FROM NEW BRAUNFELS UTILITIES.
- NBU IS NOT RESPONSIBLE FOR LANDSCAPING OR IRRIGATION IN UE/LE.

FLOOD ZONE NOTE:

DATE 9/2/2009.

NO PORTION OF ANY LOT ON THIS PLAT IS WITHIN AN INDICATED SPECIAL FLOOD HAZARD ZONE ACCORDING TO THE FEMA FIRM MAP NO 48091C0435F EFFECTIVE

UTILITY PROVIDER NOTE:

THE PROPERTY WILL BE SERVED BY THE FOLLOWING:

NEW BRAUNFELS UTILITIES (WATER, SEWER, ELECTRIC)

AT&T (TELECOMMUNICATIONS)

SPECTRUM (TELECOMMUNICATIONS)

DRAINAGE EASEMENT NOTES:

DRAINAGE EASEMENTS SHALL "REMAIN FREE OF ALL OBSTRUCTIONS."

2. MAINTENANCE OF DRAINAGE EASEMENT SHOWN OUTSIDE OF LOT LINES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS, OR THE PROPERTY OWNER'S ASSOCIATION, OR ITS SUCCESSORS OR ASSIGNS AND NOT THE RESPONSIBILITY OF THE CITY OF NEW BRAUNFELS OR COMAL COUNTY.

3. NO STRUCTURES, WALLS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING, FENCES, OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS SECTIONS OF THE DRAINAGE EASEMENTS OR DECREASES THE HYDRAULIC CAPACITY OF THE EASEMENT, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY ENGINEER. THE CITY OF NEW BRAUNFELS AND COMAL COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

SIDEWALK NOTES:

 SIX (6) FOOT WIDE SIDEWALKS WILL BE CONSTRUCTED BY THE SITE BUILDER PER CITY STANDARDS AT THE TIME OF BUILDING CONSTRUCTION ALONG:
 BORCHERS BLVD - LOT 109, BLOCK 19

SIX (6) FOOT WIDE SIDEWALK WILL BE CONSTRUCTED DURING THE LATTER OF BUILDING PERMIT OR STREET CONSTRUCITON ALONG:

a. FUTURE ROADWAY

SUBDIVISION PLAT OF VERAMENDI PRECINCT 11B

BEING 15.759 ACRES OF LAND, COMPRISED OF A PORTION OF THE 48.237 ACRE TRACT DESCRIBED IN DOCUMENT NO. 201906036476 IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS AND A PORTION OF THE 255.715 ACRE TRACT DESCRIBED IN DOCUMENT NO. 201706013192 IN SAID OFFICIAL PUBLIC RECORDS, IN THE JUAN MARTIN DE VERAMENDI SURVEY NO. 2, ABSTRACT 3, COMAL COUNTY, TEXAS.

PLAT NOTES:

THIS PLAT IS SUBJECT TO THE REQUIREMENTS AND REGULATIONS OF THE WORD-BORCHERS RANCH JOINT VENTURE DEVELOPMENT AGREEMENT (VERAMENDI), RECORDED AS DOCUMENT NO 201506029547 AND AS AMENDED.

THIS PLAT IS LOCATED WITHIN THE MIXED USE EMPLOYMENT PLANNING SUB AREA. STANDARDS FOR PLANT MATERIALS SHALL CONFORM TO THE STANDARDS OF THE LATEST EDITION OF THE AMERICAN NATIONAL STANDARD A300 PLANTING AND TRANSPLANTING NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.

TREE REPLACEMENT SHALL OCCUR WITHIN 12 MONTHS OF REMOVAL OF THE HIGH

VALUE TREE UNLESS DEFERRED TO AN ADJACENT UNIT. WHERE A REPLACEMENT TREE DOES NOT SURVIVE FOR A PERIOD OF AT LEAST 24 MONTHS, THE ORIGINAL APPLICANT OR CURRENT LANDOWNER SHALL REPLACE THE TREE, PREFERABLY DURING OCTOBER - FEBRUARY, UNTIL THE TREE SURVIVES A 12-MONTH PERIOD.

5. SHOULD ANY TREE DESIGNATED FOR RETENTION IN AN APPROVED TREE PROTECTION PLAN DIE PRIOR TO OR WITHIN AS MONTHS OF THE COMPLETION OF

PROTECTION PLAN DIE PRIOR TO, OR WITHIN 12 MONTHS OF THE COMPLETION OF CONSTRUCTION WORKS, THE APPLICANT SHALL REPLACE THE DEAD TREE WITH A REPLACEMENT TREE/S EQUAL TO THE TOTAL CALIPER INCHES OF THE DEAD TREE. NO GRADING, TRENCHING OR EQUIPMENT SHALL BE CONDUCTED IN THE AREA IDENTIFIED IN THE ROOT PROTECTION ZONE. ALL WORK TO BE PERFORMED BY HAND OR UNDER THE SUPERVISION OF A CERTIFIED ARBORIST.

DURING CONSTRUCTION, THE CLEANING OF EQUIPMENT OR MATERIALS AND/OR THE DISPOSAL OF ANY WASTE MATERIAL, INCLUDING, BUT NOT LIMITED TO PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., UNDER THE CANOPY OR DRIP LINE OF ANY HIGH VALUE TREE SHALL BE PROHIBITED. NO GRADING, TRENCHING OR EQUIPMENT SHALL BE CONDUCTED OR USED IN THE AREA IDENTIFIED IN THE ROOT PROTECTION ZONE. ALL WORK SHALL BE PERFORMED BY HAND OR UNDER THE SUPERVISION OF A CERTIFIED ARBORIST. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY HIGH VALUE TREE.

7. ROADS, FACILITIES, STRUCTURES AND IMPROVEMENTS SUCH AS SIDEWALKS, PATHS, TRAILS, TRAILHEADS, PARK IDENTIFICATION AND WAY FINDING SIGNAGE, SEATING, PICNIC TABLES, DRINKING FOUNTAINS, PET DRINKING FOUNTAINS, TRASH RECEPTACLES, PET WASTE RECEPTACLES, SHADE STRUCTURES, OUTLOOKS, RETAINING WALL, PUBLIC UTILITIES, STORMWATER MANAGEMENT FACILITIES, WATER QUALITY MEASURES AND SIGNAGE ARE PERMITTED WITHIN LOT 901, BLOCK 35. ALL OTHER DEVELOPMENT SHALL BE PROHIBITED WITHIN LOT 901, BLOCK 35.

8. LOTS TO BE HELD IN COMMON PROPERTY BY A HOMEOWNERS' OR PROPERTY OWNERS' ASSOCIATION SHALL BE SHOWN ON THE PLAT AS A SEPARATE LOT.

9. NO BUILDING SHALL BE SITED WITHIN THE EXTENT OF A SENSITIVE FEATURE AND

ASSOCIATED BUFFER. FOR ANY LOT WHICH CONTAINS A HIGH VALUE TREE, AND A BUILDING ENVELOPE WAS NOT APPROVED AS PART OF A FINAL PLAT, THE LOCATION OF A BUILDING ENVELOPE SHALL BE APPROVED BY THE PLANNING DIRECTOR PRIOR TO A BUILDING PERMIT BEING ISSUED.

10. FUTURE DEVELOPMENT IS SUBJECT TO CHAPTER 114 (STREETS, SIDEWALKS AND OTHER PUBLIC SPACES) OF THE NEW BRAUNFELS CODE OF ORDINANCES.

11. IMPERVIOUS COVER PER SECTION 3.4 OF THE DEVELOPMENT AGREEMENT, THE MAXIMUM CUMULATIVE IMPERVIOUS COVER PERCENTAGE FOR THE PROPERTY AS

A WHOLE AND FOR EACH SECTOR PLAN SHALL NOT EXCEED SIXTY-FIVE PERCENT (65%).

12. AMENDMENTS TO THE PARK PROGRAMMING SCHEDULE, INCLUDING BUT NOT LIMITED TO THE PROVISION OF ADDITIONAL IMPROVEMENTS OR SUBSTITUTING IMPROVEMENTS, SHALL BE ADMINISTRATIVELY APPROVED BY THE PARKS

13. THIS PLAT WILL COMPLY WITH LOCATION AND AMENITY STANDARDS FOR TRAILS AS SHOWN IN THE SECTOR PLAN.

14. TOTAL NUMBER OF LOTS = 2.

SCHOOL DISTRICT NOTE:

REFERENCED PROPERTY LIES WITHIN THE NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT.

COMMON SPACE NO

LOT 900, BLOCK 19 IS A VARIABLE WIDTH DRAINAGE, LANDSCAPE, PEDESTRIAN AND PRIVATE SANITARY SEWER EASEMENT TO THE BENEFIT OF LOT 109, BLOCK 19.

STATE OF TEXAS
COUNTY OF COMAL

I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE VERAMENDI PRECINCT 11B SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF COMAL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

VNER/DEVELOPER: PETER JAMES
VERAMENDI PE -

XERAMENDI PE - BRISBANE, LLC 38AW. MILL STREET, SUITE 200 NEW BRAUNFELS, TEXAS 78130

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY

December, 2022, BY Peter James.

ALEX RUE

Notary Public

State of Texas

ID # 13067096-9

My Comm. Expires 05-20-2024

STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS

IY COMMISSION EXPIRES: 5/20 2024

PAPE-DAWSON ENGINEERS

NEW BRAUNFELS I SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

DATE OF PREPARATION: November 28, 2022

STATE OF TEXAS

COUNTY OF COMAL

I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE VERAMENDI PRECINCT 11B SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF COMAL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

WNER/DEVELOPER: PETER JAMES

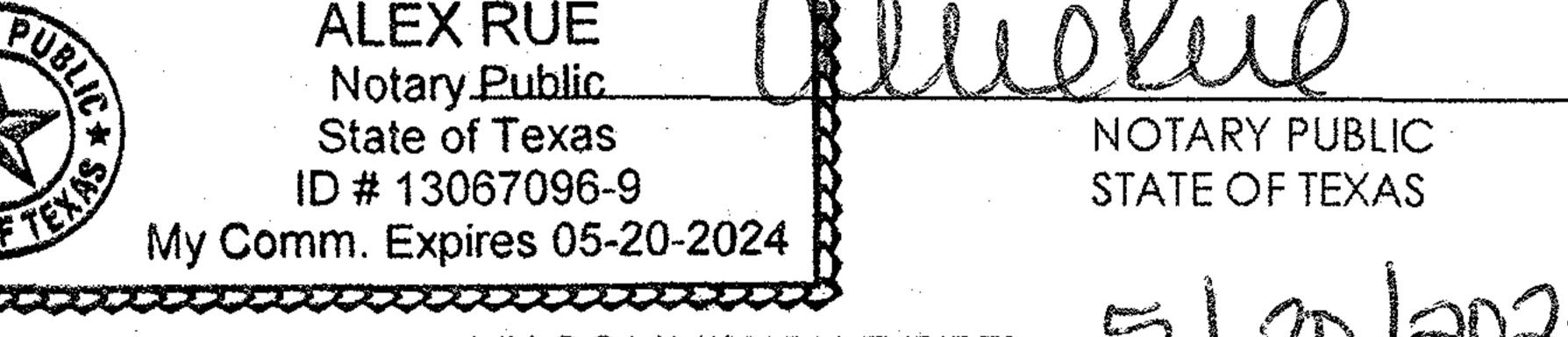
VERAMENDI PE - CA

387 W. MILL STREET, SUITE 200 NEW BRAUNFELS, TEXAS 78130

COUNTY OF COM

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY

DECEMBER 20-22, BY PERC JOINES.



STATE OF TEXAS COUNTY OF COMAL

I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE VERAMENDI PRECINCT 11B SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF COMAL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

IER/DEVELOPER:

COMAL COUNTY WCID 1A 1108 LAVACA, SUITE 510 AUSTIN, TX 78701

STATE OF TEXAS COUNTY OF COMAL

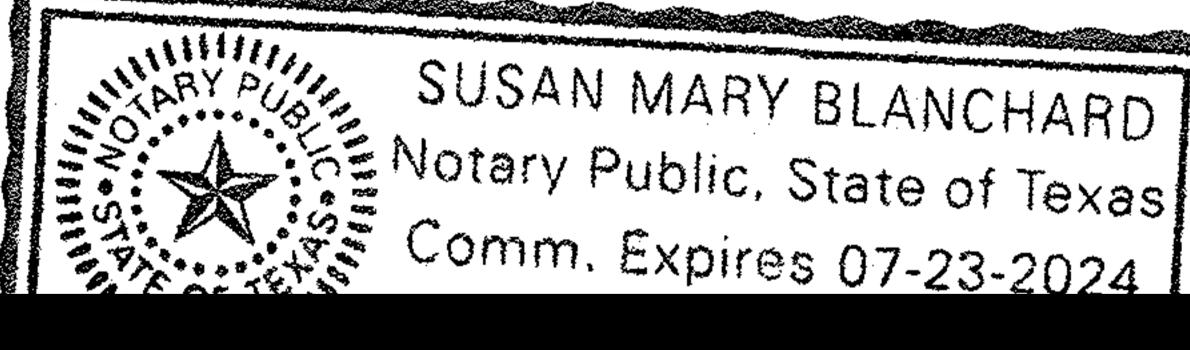
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY

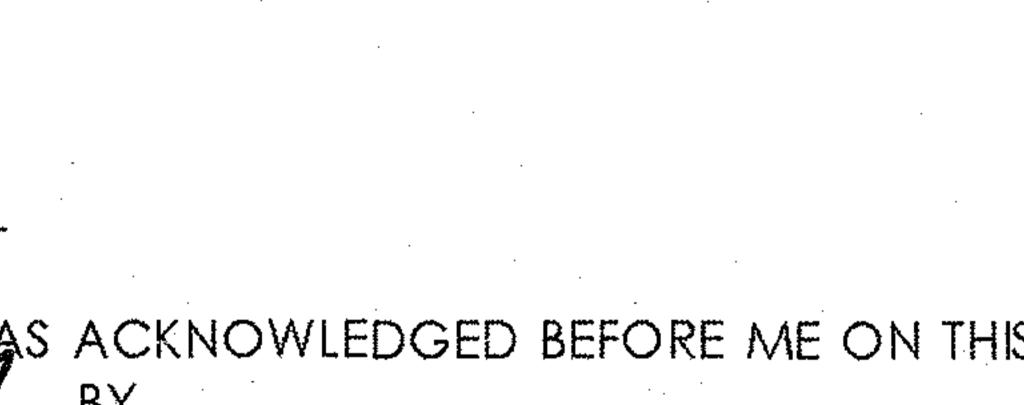
DECEMBER, 20 1/2, BY

MAY 120

NOTARY PUBLIC STATE OF TEXAS

MY COMMISSION EXPIRES: 07/23/0024





(11.275 AC.)

N: 13811249.24 E: 2236936.01

LOT 2 BLK 3
OAK RUN
COMMERCIAL RESERVE UNIT SEVEN

(DOC 200206005249, MPR)



STRATEGIC PARTNERSHIP AGREEMENT

between the

CITY OF NEW BRAUNFELS, TEXAS

and the

COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 1

STATE OF TEXAS

9999

COUNTY OF COMAL

This Strategic Partnership Agreement (this "Agreement") is between THE CITY OF NEW BRAUNFELS, TEXAS, a Home Rule municipal corporation ("City"), acting by and through its duly authorized Mayor, and the COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 1, a Texas water control and improvement district ("District"), acting by and through its duly authorized Board of Directors, under the authority of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended.

RECITALS:

- Texas Local Government Code, Section 43.0751 authorizes the City and the Α. District to negotiate and enter into a strategic partnership agreement by mutual consent.
- B. The District and the City desire that effective, efficient, and responsible local government be provided to citizens of the District and the City before, during, and after the City annexes the District for full purposes. To that end, the District and the City also desire to avoid any unnecessary duplication of services and taxes, and to provide for the orderly and seamless succession of the District.
- C. By this Agreement, the Parties desire to establish, among other things, (i) terms and conditions of the City's limited purpose annexation of certain lands comprising the commercial portion of the District, as described in this Agreement and in accordance with the Act and (ii) provisions regarding the City's delivery of City Services (hereinafter defined) prior to full purpose annexation of the District, in accordance with the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.
- The District and the City acknowledge that this Agreement does not require the D. District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District.



Execution Version: 15 February 2013

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the District and the City agree as follows:

ARTICLE I FINDINGS

- 1.1 The District is a water control and improvement district created pursuant to Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 51 of the Texas Water Code.
- 1.2 The District's boundaries include the approximately 2400 acres of land in Comal County shown in the map attached as Exhibit A, that is located outside of the corporate limits of the City and within the extra-territorial jurisdiction ("ETJ") of the City.
- 1.3 The land subject to this Agreement consists of approximately 2400 acres all of which are located within the District and within the ETJ of the City as shown on Exhibit A and described in Exhibit B attached to this Agreement.
- 1.4 The land initially subject to limited purpose annexation includes approximately 200.5 acres of property designated for commercial development as shown in Exhibit C and described in Exhibit D and attached to this Agreement.
- 1.5 The District and the City acknowledge and agree that, in accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits to the City and the District, including revenue, services, and regulatory benefits which are reasonable and equitable to both the District and the City.
- 1.6 The City and the District desire to enter into this Agreement providing for limited purpose annexation of the Limited Purposes Tract for the purpose of collecting Sales and Use Tax Revenues within the annexed areas in accordance with Subsection (k) of the Act.
- 1.7 The District provided notice of two public hearings concerning the adoption of this Agreement and the proposed limited purpose annexation of the Limited Purposes Tract, in accordance with the procedural requirements of the Act.
- 1.8 The Board of Directors of the District conducted two public hearings regarding this Agreement and the proposed limited purpose annexation of the Limited Purposes Tract on August 17, 2012, at 12:00 p.m. within the District 750 feet east of intersection River Road and Heuco Springs Loop Road, New Braunfels, Texas and on September 7, 2012, at 12:00 p.m. at 177 W. Mill Street, Suite 200, New Braunfels, Texas, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited

- purpose annexation were given the opportunity to do so in accordance with the procedural requirements of the Act.
- 1.9 The Board of Directors of the District approved this Agreement on April 3, 2013, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code.
- 1.10 The City provided notice of two public hearings concerning the adoption of this Agreement and the proposed limited purpose annexation of the Limited Purposes Tract, in accordance with the procedural requirements of the Act.
- 1.11 The City Council conducted two public hearings regarding this Agreement and the proposed limited purpose annexation of the Limited Purposes Tract on September 10, 2012, at 6:00 p.m. at City Hall, 424 S. Castell Avenue, New Braunfels, Texas and on October 22, 2012, at 6:00 p.m. at City Hall, 424 S. Castell Avenue, New Braunfels, Texas, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so in accordance with the procedural requirements of the Act.
- 1.12 The City Council approved this Agreement on <u>OZ/2S</u>, 2013, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code, which approval occurred after the Board of Directors of the District approved this Agreement.
- 1.13 All procedural requirements imposed by law for the execution and adoption of this Agreement have been met.

ARTICLE II DEFINITIONS

- 2.1 "Act" means Texas Local Government Code § 43.0751.
- 2.2 "Agreement" means this Strategic Partnership Agreement between the City and the District.
- 2.3 "Board" means the Board of Directors of the District.
- 2.4 "City" means the City of New Braunfels, a Texas Home Rule Municipal Corporation, located in Comal and Guadalupe Counties, Texas.
- 2.5 "City Council" means the elected body of the City of New Braunfels, as such term is defined in Section 1.02 of the Charter.
- 2.6 "City Manager" means the chief administrative officer of the City.
- 2.7 "City Services" shall have the meaning described in Section 6.2 hereof.

3

Execution Version: 15 February 2013

- 2.8 "Comptroller" means the Comptroller of Public Accounts of the State of Texas.
- 2.9 "Development Agreement" means the means the Development Agreement between the City and Word-Borchers Joint Venture for Proposed Mixed Use Development, including any assignments as authorized therein and future amendments thereto.
- 2.10 "District" means the Comal County Water Improvement District No. 1.
- 2.11 "District Type B Revenues" has the meaning set forth in the definition of "Sales and Use Tax Revenues".
- 2.12 "Effective Date" means the date on which the City adopts this Agreement, as provided in Section 3.3.
- 2.13 "Eligible Property" means all real property within the borders of the District.
- 2.14 "ETJ" means the extraterritorial jurisdiction of the City.
- 2.15 "ESD No. 7" shall have the meaning described in Section 6.1 hereof.
- 2.16 "Fire and EMS Contract" shall have the meaning described in Section 6.1 hereof.
- 2.17 "Fire and EMS Services" shall have the meaning described in Section 6.1 hereof.
- 2.18 "Full Purpose Annexation" means full purpose annexation as provided for in the Act.
- 2.19 "Initial Tract" means all of that certain approximately 200.5 acre tract located within the District and in Comal County, Texas as shown in **Exhibit C** and described in **Exhibit D**.
- 2.20 "Landowner" means Word-Borchers Ranch Real Estate Limited Partnership, a Texas limited partnership, and their successors and assigns.
- 2.21 "Limited Purpose Annexation" means annexation for the limited purpose of collecting Sales and Use Tax as provided for in the Act.
- 2.22 "Limited Purpose Tract" means the Initial Tract and all or any portion(s) of the Eligible Property after it has been annexed for limited purposes pursuant to Section 3.9 of this Agreement.
- 2.23 "Notice" means notice as defined in Section 8.3 of this Agreement.
- 2.24 "Party" means, individually, the City or the District, their successors and assigns.
- 2.25 "Parties" means, together, the City and the District.

- 2.26 "Sales and Use Tax Revenues" means those revenues (a) received by the City from the sales and use tax authorized to be imposed by the City on sales consummated at locations within the Limited Purpose Tract pursuant to the Act and Chapter 321 of the Tax Code, and to the extent not otherwise controlled or regulated, in whole or in part, by another governmental entity, authority, or applicable law, ordinance, rule, or regulation less (b) any portion of such sales and use tax dedicated to the purposes described in Chapters 501-505 of the Texas Local Government Code (such portion being referred to as the "District Type B Revenues").
- 2.27 "Sector Plan" shall have the meaning described in the Development Agreement.
- 2.28 "Services Expert" shall mean a person who has served as a City Manager, Deputy City Manager, or Assistant City Manager, or similarly titled position, of a Texas municipality in the prior fifteen (15) years and who, in serving in that capacity, had administrative oversight regarding the specific city service in question, as described in Section 6.2 hereof.
- 2.29 "Tax Code" means the Texas Tax Code, as amended.
- 2.30 "TIA" means the Project Transportation Plan dated August 2012, prepared by Pape Dawson-Engineers and referred to in the Development Agreement, as may be amended from time to time.
- 2.31 "Trigger Date" shall mean the earlier to occur of (a) the date on which the City has issued certificates of occupancy for residential and non-residential units to which the TIA attributes fifty percent (50%) of the traffic contemplated by the TIA and (b) the date that a certificate of occupancy has been issued pursuant to the terms of the Development Agreement for the two thousandth (2,000th) single family residence in the Eligible Property.

ARTICLE III LIMITED-PURPOSE ANNEXATION

- 3.1 <u>Generally</u>. Subject to the terms of this Agreement and the Development Agreement, the District and the City agree that the City, from time to time, shall annex certain property included in approved plats within the City for the limited purpose of collecting Sales and Use Tax Revenues within such annexed property pursuant to Subsection (k) of the Act. The District and the City further agree that the City shall annex such properties for limited purposes in accordance with Section 3.9 of this Agreement within one hundred eighty (180) days following the recording in the Comal County Real Property Records of a final plat of such property within the Eligible Property.
- 3.2 <u>Limited Purpose Annexation Procedures</u>. The City Council shall adopt a Limited Purpose Annexation ordinance consistent with this Agreement at a meeting

- conducted in accordance with Chapter 551 of the Texas Government Code, and the District acknowledges that no additional notices, hearings, or other procedures are required by law in order to approve such Limited Purpose Annexation of all or any portion of the Eligible Property.
- 3.3 <u>Effective Date</u>. Pursuant to Subsection (c) of the Act, this Agreement is effective on July 24, 2015, the date of adoption of this Agreement by the City.
- 3.4 Filing in Property Records. Concurrently with the filing of the Development Agreement in the Real Property Records of Comal County, the City or the District shall file this Agreement in the Real Property Records of Comal County, Texas. As provided in § 43.0751(c) of the Act, this Agreement binds each owner as of the Effective Date and each future owner of land included within the District's boundaries. Landowner has executed this Agreement to evidence its consent to the Agreement and the recording of the Agreement.
- Property Taxes and District Liability for Debts of the City. During the term of this Agreement, except as provided in Article IV regarding Sales and Use Tax, (a) owners of taxable property within the District (by reason of mere ownership of that land) shall not be liable for any present or future debts of the City until Full Purpose Annexation takes effect in accordance with the Development Agreement, and (b) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District until Full Purpose Annexation takes effect in accordance with the Development Agreement, or as otherwise authorized by future statutory amendments.
- 3.6 Powers and Functions Retained by the District. After Limited Purpose Annexation under this Agreement, the District shall continue to be authorized to exercise all powers and functions of the District, and to provide the services authorized by those powers within its boundaries, pursuant to existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness and obligations will remain the responsibility of the District. Except as provided by law, upon Full Purpose Annexation, neither the City nor any owners of taxable property within the City (by reason of mere ownership of that land) shall be liable for any present or future debts of the District.
- 3.7 <u>Continuing Right</u>. The City's rights under Section 3.1 herein to annex all or any portion of the Eligible Property for the limited purpose of collecting Sales and Use Tax Revenues within the Limited Purpose Tract are continuing and may be exercised through the adoption of multiple annexation ordinances for portions of the Limited Purpose Tract.
- 3.8 <u>District Consents to Non-Contiguous Limited Purposes Annexation</u>. The District consents to the annexation of non-contiguous portions of the Eligible Property as authorized by Subsection (r) of the Act.

Additional Land Annexed for Limited Purposes. The City's approval of a Sector Plan in the Eligible Property that contains property designated for commercial or "mixed commercial and residential" development that is not yet included in the Limited Purposes Tract shall serve as the City's agreement to annex such additional property into the City for limited purposes (whether or not contiguous to the then-existing Limited Purpose Tract). For purposes of clarity, it is agreed that only that portion of the Eligible Property that is designated as "commercial" or "mixed commercial and residential" development on an approved Sector Plan will be annexed into the City and made a part of the Limited Purpose Tract. The City shall take all necessary steps under this Agreement to complete the limited purpose annexation of such commercial or "mixed commercial and residential" property approved in such Sector Plan upon the recording of a Final Plat containing such property and upon annexation such additional land shall be considered part of the Limited Purpose Tract.

ARTICLE IV VOTING RIGHTS IN THE DISTRICT

- 4.1 <u>Qualified Voters</u>. The qualified voters residing within the Limited Purpose Tract may vote in City elections pursuant to Local Government Code Sections 43.0751 (q) and 43.130. Voting rights are subject to all federal and state laws and regulations.
- 4.2 <u>Eligibility to Vote</u>. On or after the fifteenth (15th) day but before the fifth (5th) day before the date of the first election held in which the residents of the Limited Purpose Tract are entitled to vote as set out in Section 4.1 herein, the City, at its own expense, shall publish a quarter page advertisement in a newspaper of general circulation in the City notifying residents of the Limited Purpose Tract of their eligibility to vote in the election and stating the location of all polling places for the residents. The District, at its own expense, may provide for similar notice in a newspaper of general circulation in the District or otherwise.

ARTICLE V SALES AND USE TAX

- 5.1 <u>Imposition of Sales and Use Tax</u>. The City shall impose a sales and use tax within the Limited Purpose Tract pursuant to Subsection (k) of the Act. The sales and use tax shall be imposed on all eligible commercial activities at the rate of 1.5%, or such other maximum rate allowed under Chapter 321 of the Tax Code or otherwise permitted under the laws of the State of Texas and imposed by the City. Collection of the Sales and Use Tax Revenues shall take effect on the date described in Tax Code Section 321.102.
- 5.2 <u>Payment of Sales and Use Tax to the District</u>. In return for the benefits received by the City pursuant to this Agreement, the City shall pay to the District an amount equal to forty percent (40%) of the Sales and Use Tax Revenues

reported on the "Confidential Local Tax Information Report" for the Limited Purpose Tract provided by the Comptroller and received by the City from the Comptroller (less the adjustment for the District Type B Revenues) for the first five (5) years after a certificate of occupancy is issued for the initial sales tax producing property within any portion of the Limited Purpose Tract designated as "commercial" or "mixed commercial and residential" on the applicable Sector Plan. The District and the City acknowledge and understand that the Comptroller may not issue its first Confidential Local Tax Information Report reflecting Sales and Use Tax Revenues from the Limited Purpose Tract until a minimum of four (4) businesses within the Limited Purpose Tract are collecting Sales and Use Tax and that no payment will be due from the City to the District until such a report is received, provided that when the first such report is received, the City will make any retroactive payments due to the District in accordance with this Agreement to reflect any previously received but not reported Sales and Use Taxes from businesses within the Limited Purpose Tract. The City, beginning in the sixth (6th) year, shall pay to the District an amount equal to fifty percent (50%) of the Sales and Use Tax Revenues reported on the "Confidential Local Tax Information Report" for the Limited Purpose Tract provided by the Comptroller and received by the City from the Comptroller (less the adjustment for the District Type B Revenues). The City shall deliver the District's portion of the Sales and Use Tax revenues to the District within thirty (30) days of the City's receipt of that Report from the Comptroller, by regular U.S. Mail or other method of delivery mutually acceptable to the Parties. Government Code Chapter 2251 shall govern and provide the penalty if the City fails to deliver the District's portion in a timely manner. For the purposes of determining the applicable overdue date under Chapter 2251, the City is deemed to have received an invoice from the District on the date the City receives the Sales and Use Tax Revenues from the Comptroller without further action from the District.

- 5.3 Amended and Supplemental Reports. If and when the Comptroller adjusts its calculations of Sales and Use Tax Revenues generated within the boundaries of the Limited Purpose Tract or issues supplemental tax reports, then any revenues reflected in such adjusted calculations or supplemental reports will be divided and paid as provided above, and the District and the City agree to pay the other any sums necessary to correct any prior over or under distributions. The City and the District agree that, for purposes of Section 321.3022 of the Tax Code, this Agreement qualifies also as a revenue sharing agreement.
- Reporting. Within thirty (30) days of the City's receipt of each sales tax report provided by the Comptroller, the City shall deliver to the District a condensed version of the report, containing only the contents relating to retail sales tax collected and retailers in the Limited Purpose Tract.
- 5.5 <u>Notification of Comptroller</u>. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Tax Code, Section 321.102, within ten (10) days after the City

- Council annexes any portion of the Eligible Property for limited purposes. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax Revenues in the Eligible Property.
- 5.6 <u>District Use of Sales and Use Tax Revenue</u>. The District may use the Sales and Use Tax Revenues received by the District pursuant to this Agreement for any lawful purpose.
- 5.7 <u>City Use of Sales and Use Tax Revenue</u>. Without limiting the terms of Section 5.11 below, the Sales and Use Tax Revenues received and retained by the City pursuant to this Agreement may be used by the City for any lawful purpose.
- 5.8 <u>No District Audit Rights.</u> During the term of this Agreement, the District shall not have the right to audit the City's books, records, documents or other evidence of accounting procedures or practices. The City and its auditors, on an annual basis, will provide the District with records representing those Sales and Use Tax Revenues derived from the District as a result of the Limited Purpose Annexation and this Agreement.
- 5.9 <u>City Audit Rights</u>. The District is required by law in certain circumstances to prepare an annual audit within one hundred and thirty-five (135) days after the close of the District's fiscal year. The District shall provide a copy of its annual audit to the City within fifteen (15) days after the audit is completed and approved and accepted by the District's board of directors. The District shall not unreasonably delay the approval of its annual audit.
- 5.10 <u>Termination</u>. Unless agreed, ordered or specifically provided otherwise, all Sales and Use Tax Revenues collected by the City from the Limited Purpose Tract after the date of termination of this Agreement and satisfaction of obligations described in Section 5.2 shall be retained by the City and may be used for any lawful purpose.
- 5.11 <u>District Type B Revenues</u>. During the term of this Agreement, the City shall collect a portion of the sales and use tax from the Limited Purpose Tract in the form of District Type B Revenues, which are not included within the term "Sales and Use Tax Revenues." During the term of this Agreement, a portion of the District Type B Revenues (such portion to be determined in accordance with the following sentence) shall be devoted to approved projects (a) within the Eligible Property and (b) that comply with the terms of Chapters 501-505 of the Texas Local Government Code, all in accordance with the procedures outlined in Chapters 501-505 of the Texas Local Government Code. The applicable portion of the District Type B Revenues that are subject to the preceding sentence shall match the District's percentage for any applicable year as described in Section 5.2 above (either 40% or 50%, depending on the year in question). The City and the New Braunfels Industrial Development Corporation shall enter into a written agreement reflecting the foregoing and the City shall provide a copy of the

agreement to the District. Nothing in this Agreement is intended to limit the expenditure of additional District Type B Revenues within the District, pursuant and subject to compliance with the terms and procedures outlined in Chapters 501-505 of the Texas Local Government Code and upon application therefore and agreement by the City to do so.

5.12 Notice of Breach and Opportunity to Cure. In no event will the City or the District be in breach of this Agreement unless it receives written notice of the breach from the other Party and fails to cure or remedy such breach within the time period described in Section 8.1 below.

ARTICLE VI SERVICES

- 6.1 Fire and EMS Services. Pursuant to Chapter 791 of the Texas Local Government Code, the Interlocal Cooperation Act, the District and the City agree that fire and emergency services shall be provided to the District by Comal County Emergency Services District No. 7 ("ESD No. 7") pursuant to the same terms and conditions as set forth in that certain Service Provider Contract by and between the City and ESD No. 7, dated August 14, 2009, as such Contract may be amended from time to time (such services shall be herein referred to as the "Fire and EMS Services", and such Contract shall be herein referred to as the "Fire and EMS Contract"). The City currently provides all Fire and EMS Services to ESD No. 7, in which the District is currently located, in return for payment from ESD No. 7 under the Fire and EMS Contract. The District and the City further agree that the term Fire and EMS Services shall include all services provided to the City pursuant to the Fire and EMS Contract, including Fire Protection and Suppression, Hazardous Materials and Control, Emergency Rescue, Emergency Medical Services, and other emergency assistance as described in Section 1.01 of the Fire and EMS Contract. Notwithstanding the foregoing, in the event the Fire and EMS Contract is terminated or amended, which would have the effect of the City no longer providing the District Fire and EMS Services under the Fire and EMS Contract, the City and the District shall cooperate and enter into an Interlocal Agreement, whereby the City shall provide Fire and EMS Services in the District on the same basis of payment and on similar terms as provided for in the Fire and EMS Contract dated August 14, 2009, or such amended version thereof as was in effect on the date of termination of the Fire and EMS Contract; provided, however, such Interlocal Agreement shall provide for potential modification of payment terms over time as would be customary for agreements of such type and as may be agreed upon by the Parties.
- 6.2 <u>Police Services</u>. The City and the District acknowledge that (a) the District may contract with the City for the City to provide police services to the District in accordance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and pursuant to Section 49.216 of the Water Code and other

applicable state laws and (b) at this time, no agreement has been reached for the City to provide such police services to the District.

- (a) In the event that the District does not contract with the City to provide one or more police services, from and after the Trigger Date the City shall have the right to provide police services to the District upon compliance with the terms and procedures described in this Section 6.2.
 - (i) In the event that the City elects to provide police services to the District after the Trigger Date, the City shall so notify the District in writing, and such notice shall contain the rate or fee that the City proposes that the District pay for such police services, and the interval at which time such payments shall be made.
 - (ii) Within sixty (60) days of the District's receipt of the written notice from the City specified in Section 6.2.(a)(i) above, the District shall provide written notice to the City of District's decision to accept or reject the rate or fee and payment interval stated in the City's notice. If the District accepts the rate or fee and the payment interval stated in the City's notice, the City shall provide, or begin to provide, said City Services to the District upon the latter to occur of (i) the expiration of sixty (60) days after the District's written acceptance is received by the City or (ii) the expiration of the current term of the District's contract for such police services, unless otherwise agreed to in writing by the City and the District.
 - (iii) If the District fails to provide timely written notice to the City of the District's decision to accept or reject the rate or fee or payment interval stated in the City's notice, then it shall be deemed that the District has accepted such rate or fee and payment interval, and the City shall provide, or begin to provide, said police services to the District upon the later to occur of (i) sixty (60) days of the District's deemed acceptance of the rate or fee and payment terms or (ii) the expiration of the current term of the District's contract for such police services, unless otherwise agreed to in writing by the City and the District.
 - (iv) If the District rejects the rate or fee or payment interval specified in the City's notice, the District shall provide written notice to the City of the City's decision to reject the rate or fee or payment interval. The sole reason that the District may reject the terms reflected in the City notice shall be the economic terms quoted in such City notice, but the District may not reject the City's election to provide such police services. Within sixty (60) days after providing such notice to the City, the District shall provide to City an alternative rate or fee or payment interval for such police services, as verified

- by a Services Expert, together with written information demonstrating the qualifications of the Services Expert. The District shall solely bear any and all costs associated with the Services Expert.
- (v) Within sixty (60) days of the City receiving the alternative rate or fee or payment interval from the District, the City shall provide written notice to the District of the City's acceptance or rejection of the alternative rate or fee or payment interval.
- (vi) If the City accepts the alternative rate or fee or payment interval as proposed by the District, the City shall provide, or begin to provide, said police services to the District upon the later to occur of (i) sixty (60) days of the City's acceptance of the rate or fee and payment interval proposed by the District or (ii) the expiration of the current term of the District's contract for such police services, unless otherwise agreed to in writing by the City and the District.
- (vii) If the City rejects the alternative rate or fee or payment interval proposed by the District, then within sixty (60) days of the City's notice to the District regarding such rejection, the City and the District, with the District's Services Expert, shall meet to mutually agree on the selection of a third party Services Expert to provide an appropriate rate or fee or payment terms. The decision of the third party Services Expert shall be final as to the rate or fee or payment interval for the police services, and the cost for the services for the third party Services Expert shall be equally paid for by the City and If the District can demonstrate it can provide the District. substantially the same level of police services at a lower cost, the Services Expert may require the City to match that lower cost if the City elects to provide the services. Once the third party Services Expert determines the applicable rate or fee or payment interval, the City shall begin to provide the City Services within (i) sixty (60) days of the third party Services Expert determination of the applicable rate or fee or payment interval or (ii) the expiration of the current term of the District's contract for such police services, unless otherwise agreed to in writing by the City and the District.
- (b) In the event that hereafter the City and the District reach an agreement whereby the City shall provide police services to the District as described above, or in the event that the City elects to exercise its right to provide police services to the District as provided above, such agreement shall be reflected in a written amendment to this Agreement executed by duly authorized signatories of the District and the City.

- (c) If and until such time as (a) the City and the District reach an agreement whereby the City shall provide police services to the District or (b) the City exercises its right to provide police services to the District as provided above, the District may provide or contract for the police services in any manner permitted by law.
- (d) <u>City Training Obligations Regarding Police Services</u>. The City will be responsible for training its police officers on the different jurisdiction and powers of police officers when they exercise police powers within the District as compared to within the corporate limits of the City.
- City Services. The City and the District acknowledge that as of the Effective 6.3 Date, the District may not have the lawful authority to provide code enforcement services, animal control services, or health inspection services (collectively, whether one or more, the "City Services") within the District. In the event there is a change in or clarification to applicable state law and the City and District agree the District is authorized to perform such City Services, then for purposes of establishing the Parties' rights and obligations with respect to City Services, Section 6.2. is deemed to be copied below in its entirety with each reference to "police services" revised to read "City Services" and each reference to "police officers" revised to read "City Services inspectors or agents," provided that the "Trigger Date" for police services shall not apply to City Services. agrees not to oppose any attempt by the City to clarify the District's legislative authority to perform the City Services and contract with the City to perform those City Services, whether by amendment to applicable law or an Attorney General's opinion, provided that, in order to better assess whether the enforcement of certain of the City Services by means of private deed restrictions imposed pursuant to the Development Agreement is adequate, the City agrees not to seek such clarification or require the District to contract with the City for City Services until ten (10) years after the Effective Date of the Development Agreement.
- 6.4 <u>Solid Waste Disposal</u>. The City shall provide Solid Waste Disposal services to all residents within the District in the same manner and on the same terms as provided to residents of the City, except that until Full Purpose Annexation, the residential rate for District residents shall be equal to one hundred five percent (105%) of the rate charged to City residents for Solid Waste Disposal services.

ARTICLE VII FULL PURPOSE ANNEXATION

7.1 <u>No Full Purpose Annexation</u>. The timing, procedures, and restrictions on Full Purpose Annexation shall continue to be governed by the terms set forth in the Development Agreement.

7.2 Strip Annexation of Portions of Limited Purposes Tract. The District agrees to cooperate with and assist the City in strip annexing one or more areas in the Eligible Property in the manner prescribed by law and subject to any limits prescribed by applicable law, which does not result in the dissolution of the District, none of which may exceed five hundred twenty-five (525) feet in width at its widest point or such other width limitation subsequently imposed by law, as reasonably necessary for the City to connect areas within the Limited Purposes Tract to the City that the City intends to annex for limited purposes. The City agrees that such areas shall be located within right-of-way areas or along lot lines whenever possible. Notwithstanding the zoning designation approved for the annexed area, such area may be developed and used in accordance with the Development Agreement.

ARTICLE VIII DEFAULT/REMEDIES

- 8.1 <u>Default</u>. In the event of a default under or violation of this Agreement, the non-defaulting party shall send the defaulting party written notice describing the breach in reasonable detail. Except as otherwise specifically provided in this Agreement, the defaulting party shall have thirty (30) days following receipt of the notice of default or violation to initiate steps to cure the default or violation. The defaulting party shall thereafter have sixty (60) days to cure the default or violation. If the defaulting party fails to timely initiate steps to cure or to thereafter diligently proceed to cure, the non-defaulting party may bring suit to enforce this Agreement and seek any remedy provided at law or in equity. In the event such a suit is filed, the prevailing party shall be entitled, in addition to any other remedies to which it is entitled, to receive its attorneys' fees and court costs.
- Waiver of Sovereign Immunity; Chapter 271, Texas Local Government Code. The Parties hereby agree that this Agreement constitutes an agreement for providing goods and/or services to the District and the City, which is subject to the provisions of Subchapter I of Chapter 271 of the Texas Local Government Code and any successor statutes. In accordance with Sections 271.152 and 271.153 of the Texas Local Government Code, the District and the City hereby waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign or governmental immunity from liability or suit and expressly consent to be sued and held liable with respect to their performance and/or failure to fully and timely perform each and every obligation under this Agreement, but only to the extent such liability or suit arises from or relates to this Agreement or a claim brought under this Agreement.

ARTICLE IX MISCELLANEOUS

9.1 <u>Approval</u>. This Agreement shall not be effective until it is approved and executed by the respective governing bodies of the City and the District and recorded in

the Real Property Records of Comal County pursuant to Section 3.4 of this Agreement.

- 9.2 Term. Except as provided below, the term of this Agreement shall commence on the Effective Date and continue thereafter until 12:01 a.m. on the day immediately following the date the City annexes the District for full purposes in accordance with this Agreement and the Development Agreement; provided, however, in the event the District and City mutually agree for purposes allowed under Section 43.0751(g) of the Act, as may be amended, to extend the term hereof until the tenth (10th) anniversary of the date the City annexes the District for full purposes in accordance with this Agreement and the Development Agreement, such later date shall be the date of termination of this Agreement. The provisions of this Agreement relating to the collection of Sales and Use Tax Revenues will automatically terminate with regard to any portion of the Limited Purpose Tract upon disannexation or Full Purpose Annexation of the Limited Purposes Tract.
- 9.3 Notices. Any notice required by this Agreement shall be void and of no effect unless given in accordance with the provisions of this Section 9.3. All notices shall be in writing and delivered, either by personal delivery or commercial delivery service to the office of the person to whom the notice is directed, or by United States Mail, postage prepaid, as a registered or certified item, return receipt requested. Notices delivered by personal delivery or commercial delivery service shall be deemed to have been given upon receipt at the office of the person to whom the notice is directed. Notices delivered by mail shall be deemed to have been given on the third (3rd) day after the date such notice is deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed and addressed, as provided below. Notice may also be provided by facsimile transmission. Facsimile notice shall be deemed to have been given upon the sender's receipt of electronic confirmation of delivery to the facsimile station indicated below.

The proper address and facsimile number for the District is as follows:

Comal County Water Improvement District, No. 1 c/o Coats Rose Yale Ryman & Lee Attention: Timothy Green 3 East Greenway Plaza, Suite 2000 Houston, Texas 77046 Phone: 855,291,0282

Fax: 713.651.0220

with copies to:

Coats Rose Yale Ryman & Lee Attention: Timothy Green 1020 Northeast Loop 410, Suite 800 San Antonio, Texas 78209 Phone: 855,739,7515

Fax: 210.212.5698

The proper address and facsimile number for the City is as follows:

City of New Braunfels Attn: City Manager 424 S. Castell Avenue New Braunfels, Texas 78130 Fax: (830) 626–5578

with copies to:

City Attorney 424 S. Castell Avenue New Braunfels, Texas 78130 Fax: (830) 626–5578

Any Party may change the address or facsimile number for notices specified above by giving the other party ten (10) days' advance written notice of such change of address or facsimile number.

- 9.4 <u>Assignment</u>. This Agreement may not be assigned or partially assigned by either party without the prior written consent of the non-assigning party, which shall not be unreasonably withheld.
- 9.5 <u>Sub-Districts</u>. If any sub-districts are created by or within the District, the City may not agree with any such sub-district to amend or otherwise alter the terms of this Agreement, but the City may continue to negotiate amendments to this Agreement with the District. The City and the District intend that any sub-district will be bound to and governed by this Agreement, as it may be amended from time to time, and the City and the District each agrees to take steps reasonably necessary to ensure all of the sub-districts are governed by this single Agreement, as amended from time to time, including ratifying this Agreement or its amendments by the sub-districts or entering into a separate agreement between the sub-district and the City confirming the sub-district's and City's agreement to be bound by all of the terms of this Agreement, as amended, with respect to the area contained in any sub-district.

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Execution Version: 15 February 2013

- 9.6 Governing Law. This Agreement must be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to any choice of law rules or principles to the contrary, and the obligations of the Parties hereto are and shall be performable in Comal County, Texas.
- 9.7 <u>No Oral Modification</u>. This Agreement may not be supplemented, modified or amended, except by written agreement with approval of the governing bodies of the District and the City.
- 9.8 <u>No Oral Waiver</u>. The parties may waive any of the conditions or obligations of the other party under this Agreement, but any such waiver shall be effective only if in writing and signed by the waiving party.
- 9.9 <u>Headings, Gender, etc.</u> The headings used in this Agreement have been inserted for convenience and do not constitute matter to be construed or interpreted in connection with this Agreement. Unless the context of this Agreement otherwise requires (a) words of any gender are deemed to include each other gender, (b) words using the singular or plural number also include the plural or singular number, respectively.
- 9.10 Partial Invalidity. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- 9.11 <u>Authorization</u>. The District and the City represent that each party executing this Agreement on behalf of the District and the City possesses all requisite authority to execute this Agreement on that such party's behalf.
- 9.12 <u>Holidays</u>. If any deadline, or any date on which any duties or obligations under this Agreement are to be performed falls on a Saturday, Sunday or legal holiday, that date is automatically extended to the next business day.
- 9.13 <u>Incorporation of Exhibits by Reference</u>. All exhibits attached to this Agreement are incorporated into this Agreement by reference and for the purposes set forth in this Agreement, as follows:

Exhibit A Map of the District

Exhibit B Description of the District Exhibit C Map of the Initial Tract

Exhibit D Legal Description of the Initial Tract

EXECUTED and EFFECTIVE as of the Effective Date.

COMAL COUNTY WATER IMPE	ROVEMENT DISTRICT NO. 1:
By: AMMMUUW	
Donnie Shaw	, President, Board of Directors

THE CITY OF NEW BRAUNFELS:

Name: Robert Camareno
Title: City Manager

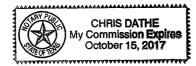
19

WORD-BORCHERS RANCH REAL ESTATE LIMITED PARTNERSHIP, a Texas limited partnership

Ву:		Borchers Ranch Management Company, L.L.C., as limited liability company, its General Partner
	Ву:	I. J. Jean Mouth
		Timothý Dean Word III, Manager
		Execution Date: 2/3/2014
	By:	Amber Word-Heisner, Manager
		Execution Date: 02-13-2014
	By:	much Borcher metante
		Marcia Borchers McGlothlin, Manager Execution Date: 2/13/14
	By:	LULY BANKED Durch
		Georgia/Borchers Duettra, Manager
		Execution Date: 4/13/14

THE STATE OF TEXAS § SCOUNTY OF COMAL §

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of Newber 2014.



Notary Public, State of Texas

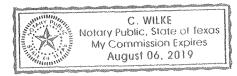
Print Name: Chris Oathe

My Commission Expires: 10-15-17

THE STATE OF TEXAS §
COUNTY OF COMAL §

Before me, the undersigned authority, on this day personally appeared Kober (me, the City of New Braunfels, Texas, a home rule law municipal corporation of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said municipal corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 33 day of July 2014



Notary Public, State of Texas
Print Name: (W.) (W.)

21

THE STATE OF TEXAS
COUNTY OF COMAL

Before me, the undersigned authority, on this day personally appeared Timothy Dean Word III, Manager of Word-Borchers Ranch Real Estate Limited Partnership, a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said water control improvement district, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of Jehrnary 2014.

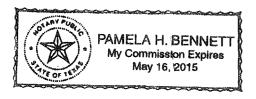


Notary Public, State of Texas
Print Name: Panela Bennett
My Commission Expires: May 16, 2015

THE STATE OF TEXAS §
COUNTY OF COMAL §

Before me, the undersigned authority, on this day personally appeared Amber Word-Heisner, Manager of Word-Borchers Ranch Real Estate Limited Partnership, a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said water control improvement district, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of Jelman, 2014.



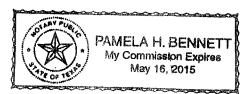
Notary Public, State of Texas
Print Name: Pane LA Bennett
My Commission Expires: May 16, 2015

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THE STATE OF TEXAS
COUNTY OF COMAL

Before me, the undersigned authority, on this day personally appeared Marcia Borchers McGlothlin, Manager of Word-Borchers Ranch Real Estate Limited Partnership, a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said water control improvement district, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of Jebruary. 2014.



Hamela Bennett

Notary Public, State of Texas

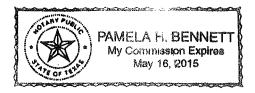
Print Name: Pamela Bennett

My Commission Expires: May 16, 2015

THE STATE OF TEXAS §
COUNTY OF COMAL §

Before me, the undersigned authority, on this day personally appeared Georgia Borchers Duettra, Manager of Word-Borchers Ranch Real Estate Limited Partnership, a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said water control improvement district, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of Jehrnary.



Notary Public, State of Texas
Print Name: Pame La Bennett
My Commission Expires: May 16, 2015

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EXHIBIT A

(MAP OF THE DISTRICT)

ADDED TO EFFECT SCANNING

PER COMAL COUNTY CLERK

ADDED TO EFFECT SCANNING

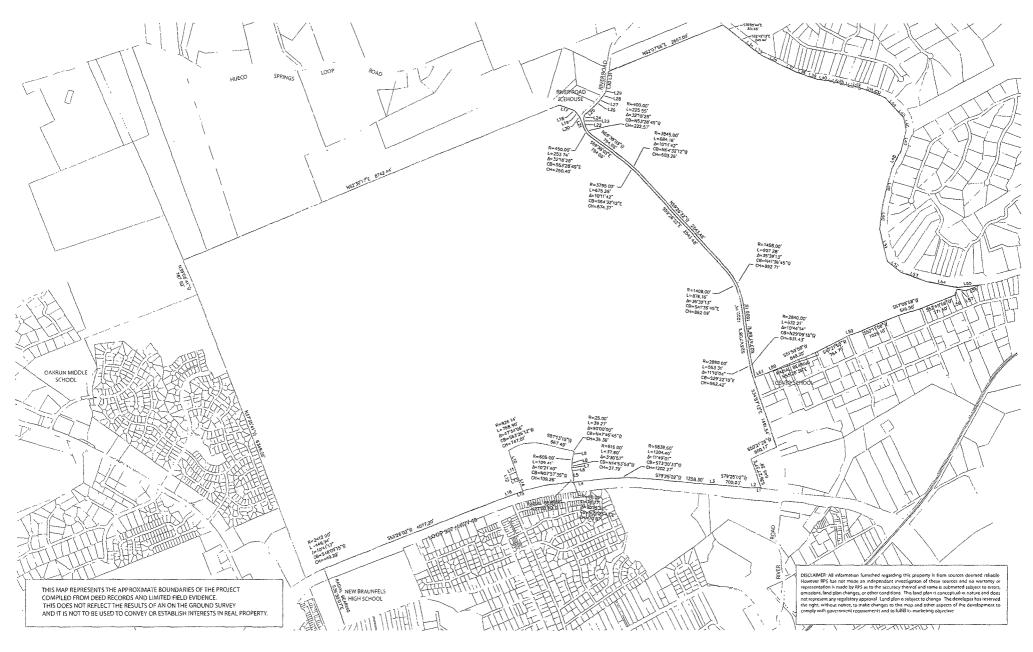


Exhibit A Description of Water Improvement District

February 2013 | Project No 21983-105e



EXHIBIT B

(DESCRIPTION OF THE DISTRICT)

All of the 2445 acres as described in the Act of May 25, 2009, 81st Leg., R.S., ch. 584, §2, 2009 Tex. Sess. Law. Serv. 1317, 1322 (West) relating to the creation of Comal County Water Control & Improvement District No. 1, which is generally comprised of all of the real property included in the metes and bounds description as Tract "A" and the metes and bounds description as Tract "B" attached herein.

TRACT A



ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING LAND DEVELOPMENT

FIELD NOTES FOR A POLITICAL SUBDIVISION

Being 1746.9 acres, more or less, out of the J.M. Veramendi Survey No. 2, Abstract 3, Comal County, Texas. Said 1746.9 acres also being a portion of a 2086 acre tract of land described as First Tract in Deed recorded in Volume 167, Pages 80-92 of the Deed Records of Comal County, Texas. Said 1746,9 acre tract being more fully described as follows:

BEGINNING: At a found ½" iron rod on the southwest right-of-way line of River Road, for

> an eastern corner of this tract and the north corner of a 9.839 acre tract described in Document Number 200406026508 of the Official Records of

Comal County, Texas;

Departing said southwest right-of-way line of River Road and along the THENCE:

northwest line of said 9.839 acre tract, South 50°21'26" West a distance of

600.17 feet to the western corner of said 9.839 acre tract;

Along the southwest line of said 9.839 acre tract, South 36°27'37" East a THENCE:

distance of 646.39 feet to a point on the northwest right-of-way line of State

Highway Loop 337;

THENCE: along said northwest right-of-way line of State Highway Loop 337, the

following bearings and distances:

South 79°25'02" West a distance of 43.50 feet to a point,

South 73°42'02" West a distance of 201.00 feet to a point,

South 79°25'02" West a distance of 700.00 feet to a point,

South 76°33'02" West a distance of 200.30 feet to a point,

South 79°25'02" West a distance of 1258.30 feet to a point.

along a tangent curve to the left, said curve having a radius of 5839.60 feet, a central angle of 11°49'01", a chord bearing and distance of South 73°30'33"

West, 1202.27 feet, for an arc length of 1204.40 feet to a point, and

South 67°36'02" West a distance of 518.39 feet to a point being the southeast corner of the called 17.089 acre tract of land conveyed to Oakwood Baptist Church of New Braunfels, Texas, by Deed Recorded in Document No.

200706020677, of the Official Records of Comal County, Texas:

THENCE: departing the northwest right-of-way line of State Highway Loop 337 and

along the common line between said 17.089 acres and the herein described

tract, the following bearings and distances:

Page 1 of 4

1746.9 Acres Job No. 9127-10 Page 2 of 4

along a non-tangent curve to the left, said curve having a radial bearing of North 22°28'30" West, a radius of 50.00 feet, a central angle of 90°15'34", a chord bearing and distance of North 22°23'43" East, 70.87 feet, for an arc length of 78.77 feet to a point,

North 22°44'04" West a distance of 149.65 feet to a point,

North 32°57'24" West a distance of 61.98 feet to a point,

North 16°39'22" West a distance of 43.27 feet to a point,

along a tangent curve to the right, said curve having a radius of 616.00 feet, a central angle of 03°30'57", a chord bearing and distance of North 14°53'53" West, 37.79 feet, for an arc length of 37.80 feet to a point,

North 13°08'25" West a distance of 65.66 feet to a point,

Along a tangent curve to the right, said curve having a radius of 605.00 feet, a central angle of 10°21'40", a chord bearing and distance of North 07°57'35" West, 109.26 feet, for an arc length of 109.41 feet to a point,

North 02°46'45" West a distance of 107.03 feet to a point,

along a tangent curve to the left, said curve having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing and distance of North 47°46'45" West, 35.36 feet, for an arc length of 39.27 feet to a point,

South 87°13'15" West a distance of 667.49 feet to a point.

along a tangent curve to the left, said curve having a radius of 926.14 feet, a central angle of 47°34'06", a chord bearing and distance of South 63°26'12" West, 747.01 feet, for an arc length of 768.90 feet to a point,

South 35°47'46" East a distance of 479.08 feet to a point

South 54°12'14" West a distance of 150.00 feet to a point;

South 35°47'46" East a distance of 115.00 feet to a point;

North 54°12'14" East a distance of 150.00 feet to a point;

South 35°47'46" East a distance of 311.31 feet to a point on the northwest right-of-way line of State Highway Loop 337, the south corner of said 17.089 acres;

THENCE:

along the northwest right-of-way line of State Highway Loop 337, the following bearings and distances:

South 60°43'02" West a distance of 101.06 feet to a point;



1746.9 Acres Job No. 9127-10 Page 3 of 4

South 54°19'02" West a distance of 391.10 feet to a point;

South 53°26'02" West a distance of 4077.20 feet to a point;

along a non-tangent curve to the left, said curve having a radial bearing of South 36°30'07" East, a radius of 2412.00 feet, a central angle of 10°41'17", a chord bearing and distance of South 48°09'15" West, 449.29 feet, for an arc length of 449.94 feet to a point for the south corner of the herein described tract:

THENCE:

departing the northwest right-of-way line of State Highway Loop 337 and along the south line of said 2086 acre tract, North 37°35'41" West a distance of 6349.56 feet to a point;

THENCE:

North 39°08'41" West a distance of 787.92 feet to a the southwest corner of said 2086 acre tract:

THENCE:

along the west line of said 2086 acre tract, North 52°30'17" East a distance of 8742.44 feet to a point on the southwest right-of-way line of Hueco Springs Loop Road;

THENCE:

along the southwest right-of-way line of said Hueco Springs Loop Road, the following bearings and distances:

South 85°40'41" East a distance of 308.21 feet to a point;

South 76°17'58" East a distance of 54.07 feet to a point;

South 54°55'14" East a distance of 119.87 feet to a point;

South 46°52'45" East a distance of 55.24 feet to a point;

South 37°19'35" East a distance of 197.53 feet to a point of curvature on the southern right-of-way line of River Road;

THENCE:

along the southern right-of-way line of said River Road, the following bearings and distances:

along a tangent curve to the left, said curve having a radius of 450.00 feet, a central angle of 32°18'28", a chord bearing and distance of South 53°28'49" East, 250.40 feet, for an arc length of 253.74 feet to a point;

South 69°38'03" East a distance of 794.06 feet to a point;

along a tangent curve to the right, said curve having a radius of 3795.00 feet, a central angle of 10°11'42", a chord bearing and distance of South 64°32'12" East, 674.37 feet, for an arc length of 675.26 feet to a point;



1746.9 Acres Job No. 9127-10 Page 4 of 4

South 59°26'22" East a distance of 2543.48 feet to a point;

along a tangent curve to the right, said curve having a radius of 1408.00 feet, a central angle of 35°39'13", a chord bearing and distance of South 41°36'45" East, 862.09 feet, for an arc length of 876.16 feet to a point;

South 23°47'08" East a distance of 1000.15 feet to a point;

along a tangent curve to the left, said curve having a radius of 2890.00 feet, a central angle of 11°10'04", a chord bearing and distance of South 29°22'10" East, 562.42 feet, for an arc length of 563.31 feet to a point;

South 34°57'13" East a distance of 1491.54 feet to the POINT OF BEGINNING, and containing 1746.9 acres.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: PAPE DAWSON ENGINEERS, INC.

DATE:

March 23, 2012

JOB No.:

9127-10

FILE:

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TRACT B



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES FOR A POLITICAL SUBDIVISION

Being 680.0 acres, more or less, out of the J.M. Veramendi Survey No. 2, Abstract 3, Comal County, Texas. Said 680.0 acres also being a portion of a 694 acre tract of land described as Fourth Tract in Deed recorded in Volume 167, Pages 80-92 of the Deed Records of Comal County, Texas. Said 680.0 acre tract being more fully described as follows;

BEGINNING:

at a found 1/2" iron rod on the northeast right-of-way line of River Road, for the

south corner of this tract and the south corner of said 694 acre tract;

THENCE:

along said northeast right-of-way line of River Road, the following bearings

and distances:

Along a curve to the right, said curve having a radial bearing of North 55°28'38" East, a radius of 2840.00 feet, a central angle of 10°44'14", a chord bearing and distance of North 29°09'15" West, 531.43 feet, for an arc length of 532.21 feet to a point,

North 23°47'08" West a distance of 1000.15 feet to a point,

Along a tangent curve to the left, said curve having a radius of 1458.00 feet, a central angle of 35°39'13", a chord bearing and distance of North 41°36'45" West, 892.71 feet, for an arc length of 907.28 feet to a point,

North 59°26'22" West a distance of 2543.48 feet to a point,

along a tangent curve to the left, said curve having a radius of 3845.00 feet, a central angle of 10°11'42", a chord bearing and distance of North 64°32'12" West, 683.26 feet, for an arc length of 684.16 feet to a point,

North 69°38'03" West a distance of 794.06 feet to a point,

along a tangent curve to the right, said curve having a radius of 400.00 feet, a central angle of 32°18'28", a chord bearing and distance of North 53°28'49" West, 222.57 feet, for an arc length of 225.55 feet to a point,

North 37°19'35" West a distance of 74.92 feet to a point,

North 24°39'43" West a distance of 84.03 feet to a point,

North 03°54'02" West a distance of 73.10 feet to a point,

North 32°15'55" East a distance of 337.26 feet to a point,

Page 1 of 3

North 27°47'36" East a distance of 106.84 feet to a point, North 23°29'03" East a distance of 58.43 feet to a point, North 18°42'36" East a distance of 166.96 feet to a point, North 00°50'37" West a distance of 58.28 feet to a point, North 08°13'11" West a distance of 191.91 feet to a point, North 08°36'56" West a distance of 186.83 feet to a point,

THENCE:

departing the northeast right-of-way line of River Road and along the northwest line of said 694 acre tract, North 52°07'56" East a distance of 2667.00 feet to a point on the Guadalupe River;

THENCE:

17

along the meanders of the Guadalupe River, the following bearings and distances:

South 70°55'44" East a distance of 361.68 feet to a point, South 62°42'13" East a distance of 249.44 feet to a point, South 66°20'58" East a distance of 253.10 feet to a point, South 72°43'51" East a distance of 223.08 feet to a point, South 79°52'21" East a distance of 524.56 feet to a point, South 81°07'29" East a distance of 278.44 feet to a point, South 88°15'17" East a distance of 278.53 feet to a point, South 87°39'50" East a distance of 212.64 feet to a point, North 81°43'30" East a distance of 282.13 feet to a point, North 86°35'39" East a distance of 414.94 feet to a point, North 87°24'18" East a distance of 341.41 feet to a point, South 83°38'12" East a distance of 482.30 feet to a point, South 58°14'14" East a distance of 405.29 feet to a point, South 59°04'08" East a distance of 162.27 feet to a point, South 27°19'15" East a distance of 277.64 feet to a point, South 01°19'17" East a distance of 431.31 feet to a point, South 11°28'18" West a distance of 438.24 feet to a point, South 01°16'05" East a distance of 728.38 feet to a point, South 08°53'25" East a distance of 554.01 feet to a point,



South 29°52'02" East a distance of 672.19 feet to a point, South 66°26'35" East a distance of 387.33 feet to a point, South 86°37'11" East a distance of 582.83 feet to a point, North 84°48'17" East a distance of 651.28 feet to a point,

North 67°16'02" East a distance of 474.64 feet to a point,

THENCE:

departing the Guadalupe River and along the southeast line of said 694 acre tract the following bearings and distances:

South 52°07'58" West a distance of 331.98 feet to a point,
South 85°07'58" West a distance of 175.30 feet to a point,
South 07°07'58" West a distance of 135.00 feet to a point,
South 52°49'58" West a distance of 771.50 feet to a point,
South 57°08'58" West a distance of 516.90 feet to a point,
South 52°11'58" West a distance of 1029.10 feet to a point,
South 60°36'58" West a distance of 72.70 feet to a point,
South 47°21'58" West a distance of 764.75 feet to a point,
South 51°59'58" West a distance of 848.20 feet to a point,
South 50°16'58" West a distance of 324.40 feet to a point,
South 53°32'58" West a distance of 277.92 feet to the POINT OF

BEGINNING, and containing 680.0 acres.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of

the political subdivision for which it was prepared.

PREPARED BY: PAPE DAWSON ENGINEERS, INC.

DATE: March 23, 2012

JOB No.: 9127-10

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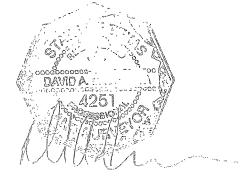


EXHIBIT C

(MAP OF THE INITIAL TRACT)

ADDED TO EFFECT SCANNING

PER COMAL COUNTY CLERK

ADDED TO EFFECT SCANNING

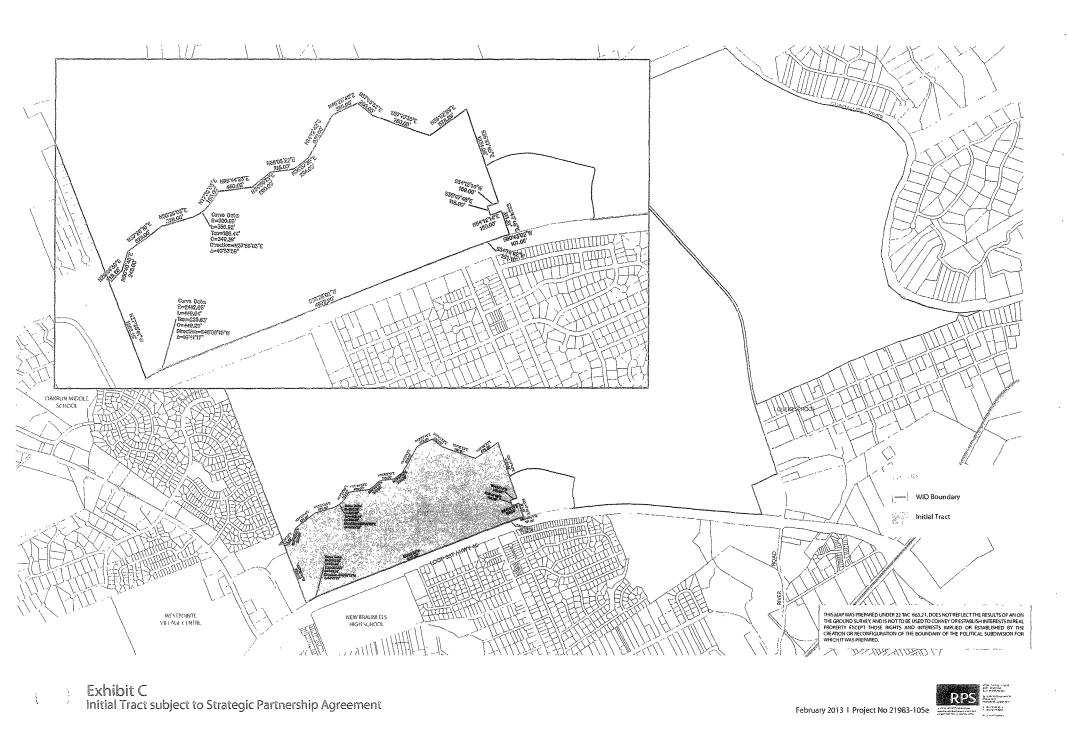


EXHIBIT D

(LEGAL DESCRIPTION OF THE INITIAL TRACT)

ADDED TO EFFECT SCANNING

PER COMAL COUNTY CLERK

ADDED TO EFFECT SCANNING

EXHIBIT D

(LEGAL DESCRIPTION OF THE INITIAL TRACT)

ADDED TO EFFECT SCANNING

PER COMAL COUNTY CLERK

ADDED TO EFFECT SCANNING



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES FOR STRATEGIC PARTNERSHIP AGREEMENT TRACT

Being 200.5 acres, more or less, out of the J.M. Veramendi Survey No. 2, Abstract 3, Comal County, Texas. Said 200.5 acres also being a portion of a 2086 acre tract of land described as First Tract in Deed recorded in Volume 167, Pages 80-92 of the Deed Records of Comal County, Texas. Said 200.5 acre tract being more fully described as follows;

BEGINNING:

at a point on the northwest right-of-way line of State Highway Loop 337, being the south most corner of the called 17.089 acre tract of land conveyed to Oakwood Baptist Church of New Braunfels, Texas, by Deed Recorded in Document No. 200706020677, of the Official Records of Comal County, Texas;

THENCE:

along the northwest right-of-way line of State Highway Loop 337, the following bearings and distances:

South 60°43'02" West a distance of 101.06 feet to a point, South 54°19'02" West a distance of 391.10 feet to a point,

South 53°26'02" West a distance of 4077.20 feet to a point,

along a non-tangent curve to the left, said curve having a radial bearing of South 36°30'07" East, a radius of 2412.00 feet, a central angle of 10°41'17", a chord bearing and distance of South 48°09'15" West, 449.29 feet, for an arc length of 449.94 feet to a point on the south line of said 2086 acre tract and of

the herein described tract;

THENCE:

departing the northwest right-of-way line of State Highway Loop 337, along and with the south line of said 2086 acre tract, North 37°35'41" West a distance of 1268.15 feet to a point;

THENCE:

departing the south line of said 2086 acre tract, over and across said 2086 acre tract the following bearings and distances:

North 29°24'30" East a distance of 218.28 feet to a point,

North 00°40'45" East a distance of 248.00 feet to a point,

North 37°26'16" East a distance of 525.00 feet to a point,

North 58°26'03" East a distance of 376.00 feet to a point of curvature,

along a tangent curve to the left, said curve having a radius of 500.00 feet, a central angle of 40°53'59", a chord bearing and distance of North 37°59'03" East, 349.39 feet, for an arc length of 356.92 feet to a point,

Page 1 of 2

200.5 Acres Job No. 9127-10 Page 2 of 2

North 17°32'03" East a distance of 153.00 feet to a point,

North 66°44'23" East a distance of 450.00 feet to a point,

North 34°59'21" East a distance of 290.00 feet to a point,

North 66°08'22" East a distance of 315.00 feet to a point,

North 38°37'30" East a distance of 224.00 feet to a point,

North 14°12'43" East a distance of 630.00 feet to a point,

North 49°29'46" East a distance of 355.00 feet to a point,

South 67°45'52" East a distance of 250.00 feet to a point,

South 87°10'35" East a distance of 780.00 feet to a point,

North 39°02'29" East a distance of 578.29 feet to a point,

South 35°47'46" East, at a distance of 755.00 feet passing the west most corner of the called 17.089 acre tract, and continuing along and with the common line between said 17.089 acres and the herein described tract for a total distance of 1234.08 feet to the north most corner of a 0.396 of an acre tract of land described in Volume 449, Page 77 of the Deed Records of Comal County, Texas:

THENCE:

along and with the common line between said 0.396 of an acre tract and the herein described tract the following bearings and distances:

South 54°12'14" West a distance of 150.00 feet to a point,

South 35°47'46" East a distance of 115.00 feet to a point,

North 54°12'14" East a distance of 150.00 feet to a point on the southwest line

of said 17.089 acre tract;

THENCE:

along and with the common line between said 17.089 acre tract and the herein described tract, South 35°47'46" East a distance of 311.31 feet to the POINT OF BEGINNING, and containing 200.5 acres.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: PAPE DAWSON ENGINEERS, INC.

DATE: March 23, 2012

JOB No.: 9127-10

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FILED AND RECORDED

Instrument Number:

201506029553

Recording Fee: 178.00

Number Of Pages:

40

Filing and Recording Date: 07/24/2015 4:43PM

Deputy:

LAURA JENDRUSCH

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Comal County, Texas.



Bobbie Koepp, County Clerk

Robbie Keepp

Comal County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING THE LIMITED PURPOSE ANNEXATION OF LOTS 1 THROUGH 9, AND LOT 900, BLOCK 1, VERAMENDI PRECINCT 11A SUBDIVISION, AND LOT 109, BLOCK 19, VERAMENDI PRICINCT 11B SUBDIVISION, CONSISTING OF APPROXIMATELY 45 ACRES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; CONTAINING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City is authorized to annex territory for limited purposes in accordance with Chapter 43 of the Texas Local Government Code, and the City of New Braunfels, Texas home-rule charter, and by statute; and

WHEREAS, the City of New Braunfels and the Comal County Water Improvement District No. 1 ("District") negotiated a Strategic Partnership Agreement ("Agreement"), adopted and effective July 24, 2015, and recorded in the Comal County Official Public Records as Document No. 201506029553, specifying the terms of a limited purpose annexation of certain properties within the District designated for commercial or "mixed commercial and residential" development; and

WHEREAS, the City published notice of public hearings regarding the Agreement and held public hearings as required by state law on September 10, 2012, and October 22, 2012.

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

SECTION 1

THAT That the following described territory, depicted in Exhibit "A" attached, is hereby annexed into the city for the limited purpose of the collection of sales tax pursuant to the terms set forth in the Agreement, and that the boundary limits of the City are hereby extended to include said territory within the city limits and the same shall hereafter be included within the territorial limits of said city with the explanation that said territory is annexed into the City for limited purposes:

Being all of Lots 1 through 9, and Lot 100, Block 1, Veramendi Precinct 11A Subdivision, and Lot 109, Block 19, Veramendi Precinct 11B Subdivision, as depicted

in Exhibit "A" attached.

SECTION 2

THAT The City shall provide to the herein annexed territory only those municipal services in accordance with Article VI of the Agreement.

SECTION 3

THAT the qualified voters residing within the Limited Purpose Tract may vote in City elections, as voters in Council District 3, pursuant to Local Government Code Sections 43.0751(q) and 43.130.

SECTION 4

THAT the City Secretary is hereby directed to file with the County Clerk and other appropriate officials and agencies, as required by state and federal law and city annexation procedures, a certified copy of this ordinance.

SECTION 5

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

SECTION 6

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

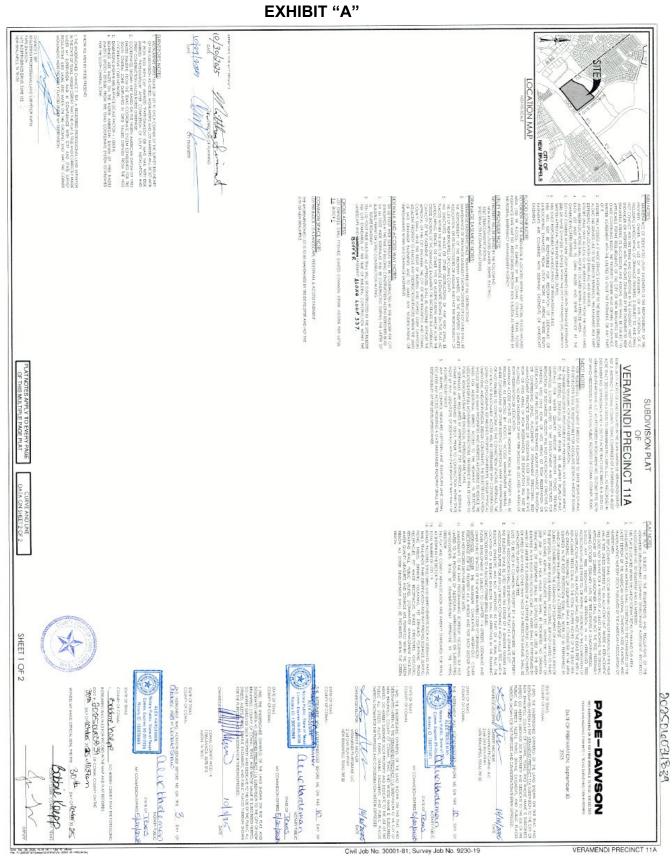
SECTION 7

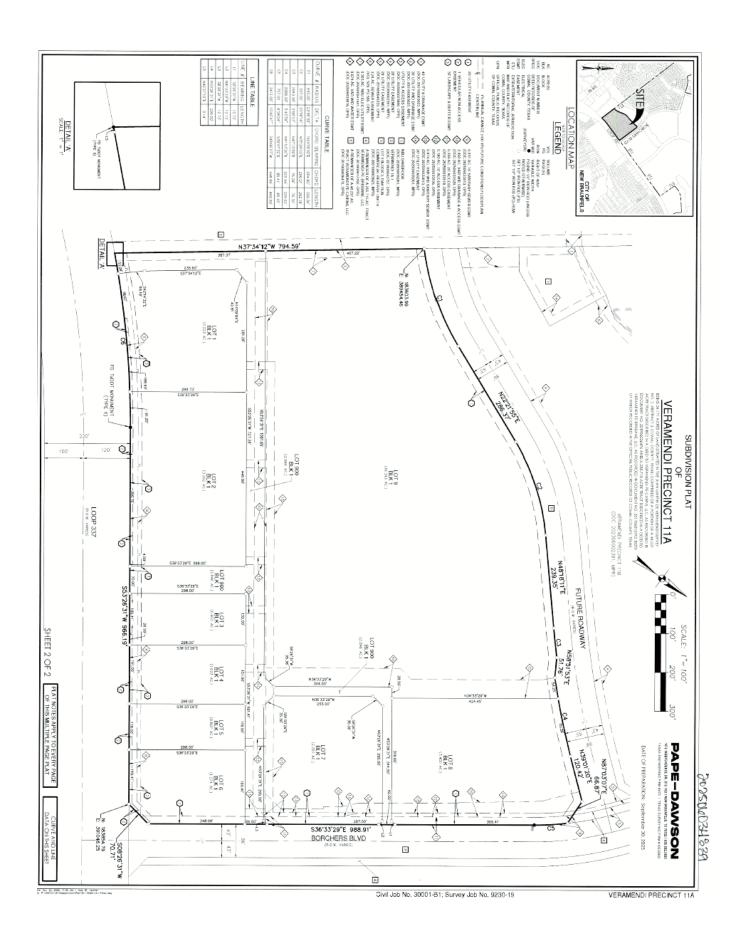
THAT in accordance with the provisions of the City Charter, this Ordinance may be read and published by descriptive caption only. This Ordinance has been publicly available in the office of the City Secretary prior to its adoption.

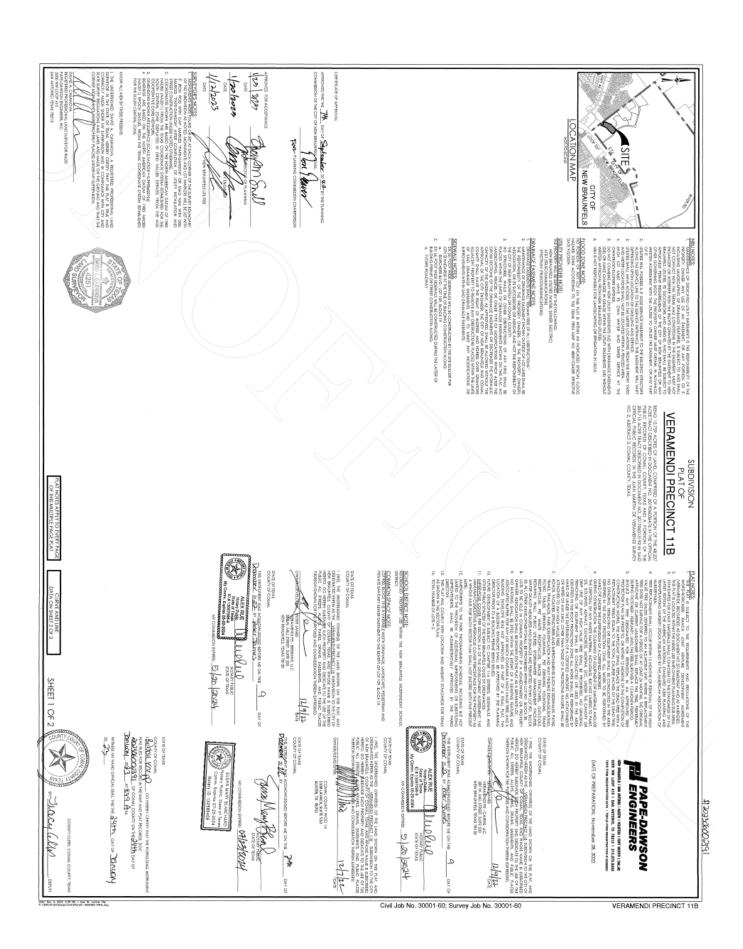
SECTION 8

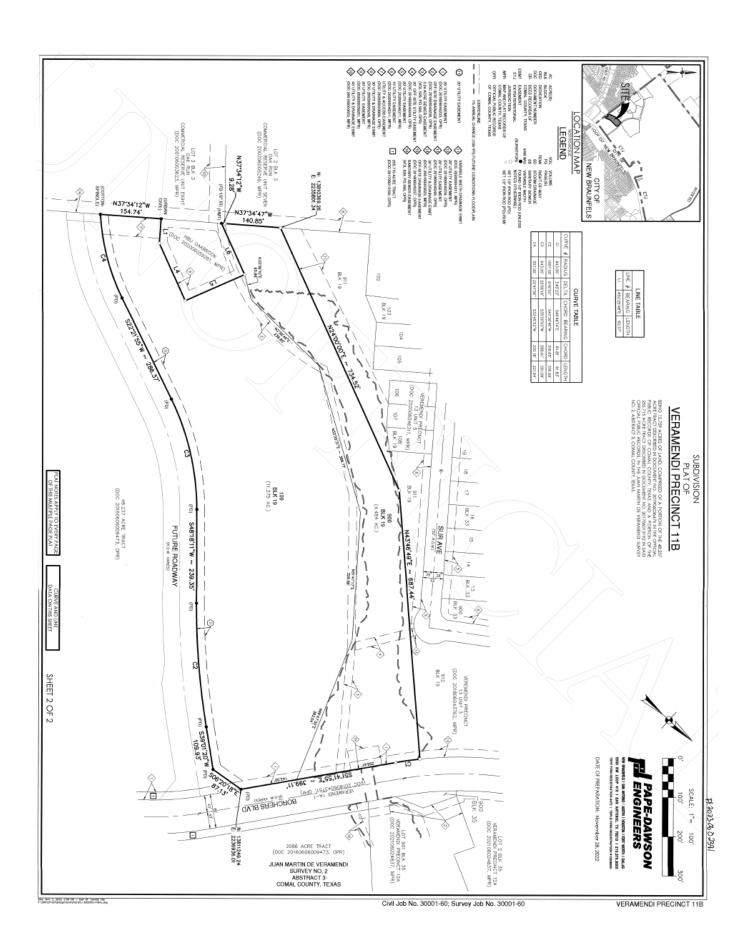
THIS ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

PASSED AND APPROVED:	First reading this 8 th day of December 2025.
PASSED AND APPROVED:	Second reading this 12th day of January 2026.
	CITY OF NEW BRAUNFELS
	NEAL LINNARTZ, Mayor
ATTEST:	
GAYLE WILKINSON, City Se	ecretary
APPROVED AS TO FORM:	
VALERIA M. ACEVEDO, City	Attorney











City Council Agenda Item Report 12/8/2025

550 Landa Street New Braunfels, TX

Agenda Item No. L)

PRESENTER:

Carly Farmer, Assistant City Engineer

SUBJECT:

Approval of the second and final reading of an ordinance to revise Section 126 Article IV Division 3 of the Code of Ordinances of the City of New Braunfels to restructure speed limits and school speed zones and remove the school zone associated with the previous New Braunfels ISD Ninth Grade Center.

DEPARTMENT: Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: N/A

BACKGROUND INFORMATION:

City Council unanimously approved the first reading on November 24, 2025.

Speed limits on Texas roads, including city streets, are set by statute in Section 545.352 of the Texas Transportation Code. The prima facie speed limit on a street in an urban district is 30 mph. Deviations from the prima facie speed limit on a street must be established by ordinance in order to be posted on a roadway and enforceable. Speed limits, including school speed zones, in the City of New Braunfels are contained within Section 126 Article IV Division 3 of the Code of Ordinances.

The current organization of the speed limit ordinance presents multiple challenges:

- The subsection format allows for a limited number of speed limits to be established.
- Multiple posted speed limits deviating from 30 mph are not included.
- Some speed limits for TxDOT roadways have not been updated after completed projects.
- The language used for defining speed limit boundaries is inconsistent.
- Fines for violations are inconsistent.

Staff began an effort to reorganize the speed limit ordinance to address the above challenges. Using the existing ordinance, speed limit sign inventory, and field verification, all existing posted speed limits deviating from the prima facie speed of 30 mph and all school speed zones were documented into a new ordinance structure using consistent language. This reorganization lists all speed limits and school speed zones in Section 126-132 and Section 126-133, respectively. Both sections utilize a subsection format that categorizes speed limits into 5 mph increments. This new structure is more intuitive to read, allows ordinances to be easier to locate and amend, and does not limit the number of speed limits that can be added.

During this process, New Braunfels ISD confirmed that the previous Ninth Grade Center site on Guenther Avenue will not be used as a school campus in the near future. As part of the speed limit revisions, staff is proposing to remove the school zones on Business 35 and Nacogdoches Street, as well as a portion of Guenther Avenue, Magazine Avenue, and Butcher Street. The adjacent school zone for Carl Schurz Elementary School will remain. The flashing beacons on Business 35 have already been removed, but staff will need to adjust school zone signs on the other streets to reflect the removal of the school zone for the Ninth Grade Center.

ISSUE:

The speed limit ordinance is disorganized, incomplete, and challenging for staff to use. A school zone needs to be removed for the previous Ninth Grade Center.

STRATEGIC PLAN REFERENCE:

□ Economic Mobility □ Enhanced Connectivity □ Community Identit	у
⊠Organizational Excellence ⊠Community Well-Being □N/A	

FISCAL IMPACT:

Traffic control signs cost approximately \$150 each. Sufficient funding is available in the FY 2026 approved streets and drainage budget.

RECOMMENDATION:

Staff recommends restructuring the speed limit and school speed zone ordinance and removing the school zone for the previous New Braunfels ISD Ninth Grade Center.



ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING SECTION 126 ARTICLE IV DIVISION 3 TO RESTRUCTURE THE SPEED LIMIT ORDINANCE AND REMOVE THE SCHOOL SPEED ZONE FOR THE NINTH GRADE CENTER.

WHEREAS, after engineering and field investigation, the City Engineer has recommended that traffic control signs be installed on certain streets, avenues, thoroughfares and boulevards within the corporate limits of the City of New Braunfels in order to protect the health, safety and welfare of the citizens.

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

I.

THAT the City of New Braunfels Code of Ordinances Section 126 Article IV Division 3 is hereby amended as follows:

Part II Code of Ordinances
Chapter 126- Traffic and Vehicles
Article IV.- Operations of Vehicles
Division 3. Speed Limits

Sec. 126-126. - State law, applicability

The state traffic laws regulating the speed of vehicles shall be applicable upon all streets within this city, except as this division, as authorized by state law, hereby declares and determines upon the basis of engineering and traffic investigation that certain speed regulations shall be applicable upon specified streets or in certain areas, in which event it shall be prima facie unlawful for any person to drive a vehicle at a speed in excess of any speed so declared in this chapter when signs are in place giving notice thereof.

Sec. 126-127. - Decreasing state speed limits—Generally.

The state law maximum speed may be decreased within the city.

Sec. 126-128. - Same—At certain intersections.

The speed limits imposed by state law may from time to time be decreased at certain intersections within the city.

Sec. 126-129. - Increasing state speed limit.

The state speed limit may from time to time be increased in certain zones within the city.

Sec. 126-130. - Thirty miles per hour speed limit.

It shall be unlawful to operate any vehicle on any portion of any roadway at a speed greater than 30 miles per hour within the corporate limits of the city, except where otherwise established by ordinance and indicated by posted traffic signs.

Sec. 126-131. - Regulation at traffic signals.

The city engineer is authorized to regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner at speeds slightly at variance from the speeds otherwise applicable within the district or at intersections and shall erect appropriate signs giving notice thereof.

Sec. 126-132. - Speed limits on specified streets.

- (a) The maximum, reasonable and prudent speed limit shall be no greater than10 miles per hour in the following locations:
 - (1) Jessie Guerrero Circle from the intersection with Peace Avenue to the terminus of Jesse Guerro Circle.
- (b) The maximum, reasonable and prudent speed limit shall be no greater than15 miles per hour in the following locations:
 - Dollar Drive from the intersection with SH 46 to the terminus of Dollar Drive.
- (c) The maximum, reasonable and prudent speed limit shall be no greater than20 miles per hour in the following locations:
 - (1) Aquatic Circle from the intersection with Landa Park Drive to the terminus of Aquatic Circle.
 - (2) Caddell Lane from the intersection with SH 46 to the intersection with

- Apache Drive.
- (3) California Boulevard from the intersection with Lakeview Boulevard to the beginning of Landa Park Drive.
- (4) Klein Road from the intersection with FM 725 to easterly for a distance of 1,555 feet.
- (5) E.P. Nowotny from the intersection with Monument Drive to the intersection with Landa Park Drive.
- (6) Elizabeth Avenue from the intersection with Landa Park Drive to the intersection with W Torrey Street.
- (7) Gazebo Circle from the intersection with Landa Park Drive to the terminus of Gazebo Circle.
- (8) Golf Course Road from the intersection with Landa Park Drive to the terminus of Golf Course Road.
- (9) Gruene Road from the intersection with Sunnybrook Drive to the intersection with Ervendberg Avenue.
- (10) Hinman Island Drive from the intersection with Elizabeth Avenue to the intersection with Liberty Avenue.
- (11) Hunter Road from the intersection with Gruene Road to a point 85 feet north of the intersection with Rapids Road.
- (12) Kentucky Boulevard from the intersection with Ohio Avenue to the intersection with Fredericksburg Road.
- (13) Landa Park Drive from the intersection with Landa Street to the beginning of California Boulevard.
- (14) Mill Race Run from the intersection with Playground Drive to the terminus of Mill Race Run.
- (15) Monument Drive from the intersection with Landa Park Drive to the intersection with Playground Drive.
- (16) Liberty Avenue from the intersection with San Antonio Street to the intersection with Torrey Street.
- (17) Union Avenue from a point 150 feet east of the intersection with Garza Street to the intersection with Union Alley.
- (18) New Braunfels Street from the intersection with Hunter Road to the

- intersection with Gruene Road.
- (19) Playground Drive from the intersection with Fredericksburg Road to the intersection with Landa Park Drive.
- (20) Quail Ridge from the intersection with Klein Road to the intersection with Roadrunner Avenue.
- (d) The maximum, reasonable and prudent speed limit shall be no greater than25 miles per hour in the following locations:
 - (1) Balcones Avenue from the intersection with Encino Drive to the intersection with Laurel Lane.
 - (2) Cambridge Way from the intersection with Stratford Grace to the terminus of Cambridge Way.
 - (3) Encino Drive from the intersection with Kerlick Lane to the southernmost intersection with Laurel Lane.
 - (4) Fredericksburg Road from the intersection with Ohio Avenue to the intersection with Landa Street.
 - (5) Laurel Lane from the intersection with Mission Drive to the intersection with Forest Drive.
 - (6) Seguin Avenue
 - a. from the intersection with Main Plaza to the intersection with Bridge Street.
 - from the intersection with Main Plaza to the intersection with Coll Street.
 - (7) Prairieview Lane from the intersection with SH 46 to the terminus of Prairieview Lane.
 - (8) Castell Avenue from the intersection with San Antonio Street to the intersection with Butcher Street.
 - (9) Stratford Grace from the intersection with South Bank Boulevard to the terminus of Stratford Grace.
 - (10) Willow Avenue from the intersection with Butcher Street to the intersection with Coll Street.
- (e) The maximum, reasonable and prudent speed limit shall be no greater than35 miles per hour in the following locations:

- (1) Alves Lane from the intersection with SH 46 to the intersection with Barbarosa Road.
- (2) Creekside Crossing from the intersection with IH 35 to a point 730 feet east of the intersection with Town Center Drive.
- (3) Common Street from the intersection with FM 306 to the intersection with Gruene Road.
- (4) FM 725 from the intersection with IH 35 to a point 190 feet south of the intersection with Courtyard Drive/E Green Valley.
- (5) Goodwin Lane from the intersection with FM 306 to the northern intersection with Conrads Lane.
- (6) Krueger Canyon Road from the intersection with FM 482 to the intersection with FM 1863.
- (7) Landa Street from the intersection with Walnut Avenue to the intersection with Northbound SL 337 Access Road.
- (8) Loop 337 from the intersection with Business 35 to the northern intersection with IH 35.
- (9) McQueeney Road from the intersection with IH 35 to the intersection with County Line Road.
- (10) Mission Valley Road from the intersection with SH 46 to a point 1,275 feet east of the intersection with Dietz Ranch Road.
- (11) Solms Road from the intersection with FM 482 to northerly for a distance of 1,400 feet.
- (12) Walnut Avenue
 - a. From a point 175 feet north of the intersection with Floral Avenue to the intersection with Business 35.
 - From a point 45 feet north of the intersection with Woodall Circle to the intersection with Klein Road.
- (13) Seguin Avenue from the intersection with Coll Street to the intersection with IH 35.
- (14) Schmucks Road from the intersection with Doeppenschmidt Road to westerly for a distance of 1,150 feet.
- (15) State Highway 46 from the intersection with IH 35 to a point 100 feet

- east of the intersection with Bartels Street.
- (16) County Line Road from the intersection with FM 725 to the intersection with FM 1044.
- (17) Klein Road from the intersection with FM 725 to the intersection with FM 1044.
- (18) Word Ranch Road from the intersection with FM 1863 to southerly for a distance of 1,025 feet.
- (f) The maximum, reasonable and prudent speed limit shall be no greater than 40 miles per hour in the following locations:
 - (1) Barbarosa Road from the intersection with FM 1101 to a point 400 feet west of the intersection with Clara Park.
 - (2) Conrads Lane from the intersection with IH 35 to the intersection with FM 1102.
 - (3) FM 1863 from the intersection with SH 46 to the intersection with Kings Way.
 - (4) Kohlenberg Road from the intersection with IH 35 to the intersection with FM 1101.
 - (5) Southbound Loop 337 Access Road from the intersection with River Road to westerly for a distance of 2,020 feet.
 - (6) Business 35 from the intersection with Spur Street to the intersection with IH 35.
 - (7) Walnut Ave from a point 60 feet east of the intersection with Deer Trot to a point 175 feet north of the intersection with Floral Avenue.
- (g) The maximum, reasonable and prudent speed limit shall be no greater than 45 miles per hour in the following locations:
 - (1) Creekside Crossing from a point 730 feet east of the intersection with Town Center Drive to the intersection with FM 1101.
 - (2) FM 1044 from the intersection with NB IH 35 Frontage Road to a point 225 feet south of the intersection with Loma Verde Drive.
 - (3) FM 1101 from the intersection with SH 46 to a point 1,445 feet south of the intersection with Kowald Lane.
 - (4) FM 2722 from the intersection with SH 46 to a point 100 feet south of

- the intersection with Old Bear Creek Road.
- (5) FM 306 from the intersection with IH 35 to a point 1,980 feet north of the intersection with Hunter Road.
- (6) FM 482 from a point 30 feet west of the intersection with Solms Road to the intersection with SB IH 35 Frontage Road.
- (7) FM 725 from a point 190 feet south of the intersection with Courtyard Drive/E Green Valley to a point 950 feet south of the intersection with South Bank Boulevard.
- (8) FM 758 from the intersection with SH 46 to a point 360 feet east of the intersection with Village Springs.
- (9) Green Valley Road from the intersection with FM 1044 to the intersection with Ron Road.
- (10) Loop 337.
 - a. From the southern intersection with IH 35 to the intersection with San Antonio Street.
 - b. From the intersection with SH 46 to a point 940 feet west of the intersection with California Boulevard.
 - c. From the intersection with Hanz Drive to the intersection with Business 35.
- (11) Northbound Loop 337 Access Road from a point 2,200 feet west of the intersection with River Road to the intersection with Rock Street.
- (12) Walnut Avenue from the intersection with SH 46 to a point 60 feet east of the intersection with Deer Trot.
- (13) Northbound IH 35 Frontage Road from a point 1,745 feet north of the intersection with FM 306 to the intersection with Solms Road.
- (14) Southbound IH 35 Frontage Road from a point 1,470 feet north of the intersection with FM 306 to the intersection with Solms Road.
- (15) State Highway 46.
 - a. From a point 100 feet east of the intersection with Bartels Street to the intersection with Alves Lane.
 - b. From a point 110 feet east of the intersection with Deborah Drive to a point 465 feet east of the intersection with Camp Willow

Road.

- c. From the intersection with SL 337 to a point 550 feet west of the intersection with Northwoods Drive.
- (h) The maximum, reasonable and prudent speed limit shall be no greater than 50 miles per hour in the following locations:
 - (1) FM 1044 from a point 225 feet south of the intersection with Loma Verde Drive to a point 125 feet south of the intersection with Green Valley Road.
 - (2) FM 306 from a point 1,980 feet north of the intersection with Hunter Road to a point 775 feet north of the intersection with Millies Lane.
 - (3) FM 725 from a point 950 feet south of the intersection with South Bank Boulevard to a point 15 feet south of the intersection with Bradbury Drive.
 - (4) Northbound IH 35 Frontage Road from the intersection with Solms Road to a point 2,225 feet south of the intersection with Engel Road.
 - (5) Southbound IH 35 Frontage Road from the intersection with Solms Road to a point 1,520 feet south of the intersection with Marigold Way.
 - (6) State Highway 46.
 - a. From the intersection with Alves Lane to a point 110 feet east of the intersection with Deborah Drive.
 - From a point 550 feet west of the intersection with Northwoods
 Drive to a point 980 feet west of the intersection with Hueco
 Spring Loop Road.
- (i) The maximum, reasonable and prudent speed limit shall be no greater than55 miles per hour in the following locations:
 - (1) FM 1044 from a point 125 feet south of the intersection with Green Valley Road to a point 1,975 feet north of the intersection with Wood Thrush.
 - (2) FM 1101 from a point 1,445 feet south of the intersection with Kowald Lane to the intersection with Kohlenberg Road.
 - (3) FM 1102 from the intersection with FM 306 to the intersection with Conrads Lane.

- (4) FM 1863 from the intersection with Kings Way to westerly for a distance of 395 feet.
- (5) FM 758 from a point 360 feet east of the intersection with Village Springs to a point 25 feet east of the intersection with Airport Road.
- (6) Loop 337.
 - a. From a point 940 feet west of the intersection with California
 Boulevard to the intersection with Hanz Drive.
 - b. From the intersection with San Antonio Street to the intersection with SH 46.
- (7) Northbound IH 35 Frontage Road from a point 1,745 feet north of the intersection with Kohlenberg Road to a point 1,745 feet north of the intersection with FM 306.
- (8) Southbound IH 35 Frontage Road from a point 1,610 feet north of the intersection with Conrads Lane to a point 1,470 feet north of the intersection with FM 306.
- (9) State Highway 46.
 - a. From a point 465 feet east of the intersection with Camp Willow Road to a point 410 feet east of the intersection with Weltner Road.
 - b. From a point 980 feet west of the intersection with Hueco Spring Loop Road to a point 600 feet west of the intersection with Walzem Mission Road.
- (j) The maximum, reasonable and prudent speed limit shall be no greater than60 miles per hour in the following locations:
 - (1) State Highway 46 from a point 410 feet east of the intersection with Weltner Road to a point 530 feet east of Pfeiffer Lane.
- (k) The maximum, reasonable and prudent speed limit shall be no greater than65 miles per hour in the following locations:
 - (1) Reserved.
- (I) The maximum, reasonable and prudent speed limit shall be no greater than 70 miles per hour in the following locations:
 - (1) IH 35 from a point 1,610 feet north of the intersection with Conrads

Lane to a point 2,225 feet south of the intersection with Engel Road.

(m) Any person who shall violate any provision of this section shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine not to exceed \$200.00.

Sec. 126-133. - School speed zones on specified streets.

- (a) No person shall drive any vehicle on the following streets within the areas designated in this subsection during the posted time periods or when the school zone flashing lights are operating on each scheduled school day during every authorized school term, in excess of 20 miles per hour:
 - Avery Parkway from the intersection with Wood Drake Lane to a point
 180 feet north of the intersection with Avery Ranch Drive.
 - (2) Bell Street from the intersection with Fredericksburg Road to a point 170 feet west of the intersection with Rosemary Drive.
 - (3) Butcher Street from the intersection with Guenther Avenue to a point75 feet north of the intersection with Magazine Avenue.
 - (4) Church Hill Drive from the intersection with Loop 337 Access Road to the northern intersection with Broadway.
 - (5) Clemens Avenue from the intersection with Coll Street westerly for a distance of 180 feet.
 - (6) Common Street from a point 160 feet south of the intersection with Sundance Parkway to a point 375 feet north of the intersection with Gruene Park Drive.
 - (7) Cross Street from the intersection with Guenther Avenue to a point 80 feet south of the intersection with Santa Clara Avenue.
 - (8) Deborah Drive from a point 160 feet north of the intersection with Lucinda Drive northerly for a distance of 550 feet.
 - (9) Commerce Street from a point 165 feet west of the intersection with Houston Avenue to a point 165 feet east of the intersection with Veramendi Avenue.
 - (10) Main Street from a point 165 feet west of the intersection with Houston Avenue to a point 165 feet east of the intersection with Veramendi

Avenue.

- (11) Escarpment Oak from the intersection with Goodwin Lane to a point 110 feet north of the intersection with Shale Cove.
- (12) Fredericksburg Road from a point 130 feet north of the intersection with Wood Road to the intersection with Oakcrest Drive.
- (13) Goodwin Lane from a point 520 feet south of the intersection with Northwest Crossing Drive to a point 95 feet north of the intersection with Pebble Creek Run.
- (14) Hanz Drive from the intersection with Common Street to a point 175 feet east of the intersection with Cotton Boulevard.
- (15) Howard Street from the intersection with Fredericksburg Road to a point 165 feet east of the intersection with Walnut Avenue.
- (16) Kerlick Lane from the intersection with Mission Hills Drive to a point 85 feet west of the intersection with Twin Oaks Drive.
- (17) Klein Meadows.
 - a. From a point 215 feet north of the intersection with Legend Pass southerly for a distance of 490 feet.
- (18) Klein Way from the intersection with Klein Road to the intersection with Settlers Crossing.
- (19) Loop 337 Access Road from the intersection with Loop 337 to the intersection with Church Hill Drive.
- (20) Magazine Avenue from the intersection with Butcher Street to a point 205 feet west of the intersection with Coll Street.
- (21) Mission Hills Drive from the intersection with Kerlick Lane to the intersection with Ridge Hill Drive.
- (22) Morningside Drive from a point 175 feet east of the intersection with Bee Boulevard to a point 320 feet west of the intersection with Delta Drive.
- (23) Castell Avenue from the intersection with Mill Street to the intersection with Bridge Street.
- (24) Central Avenue.
 - a. From the intersection with Commerce Street to the intersection

- with Camp Street.
- b. From the intersection with Common Street to the intersection with Main Street.
- (25) Hidalgo Avenue from the intersection with Mill Street to the intersection with Spur Street.
- (26) Houston Avenue from a point 175 feet north of the intersection with Commerce Street to a point 175 feet south of the intersection with Main Street.
- (27) Lone Star Avenue from a point 280 feet north of the intersection with San Antonio Street to a point 490 feet south of the intersection with Zamora Avenue.
- (28) Veramendi Street from a point 175 feet north of the intersection with Commerce Street to a point 175 feet south of the intersection with Main Street.
- (29) Oak Run Parkway from a point 100 feet west of the intersection with Oak Brook easterly for a distance of 330 feet.
- (30) Oak Run Point from a point 75 feet south of the intersection with Alyssa Way to the terminus of Oak Run Point.
- (31) Ohio Avenue from a point 200 feet east of the intersection with Brentwood Drive westerly to the terminus of Ohio Avenue.
- (32) Pahmeyer Road from a point 200 feet north of the intersection with Rising Sun Boulevard to a point 520 feet south of the intersection with Cooper Lane.
- (33) Parkview Boulevard from the intersection with Bell Street to the intersection with Oakcrest Drive.
- (34) Ridge Hill Drive from the intersection with Mission Hills Drive to a point280 feet west of the intersection with Forest Ridge.
- (35) Rising Sun Boulevard from the intersection with Pahmeyer Road to a point 270 feet west of the intersection with Sunset View.
- (36) Rosemary Drive from the intersection with Howard Street to the intersection with Starcrest Drive.
- (37) Guenther Avenue from the intersection with Butcher Street to the

- intersection with Marguerite Street.
- (38) Santa Clara Drive from the intersection with San Antonio Street to a point 145 feet east of the intersection with Coll Street.
- (39) Walnut Avenue
 - a. From a point 190 feet north of the intersection with Northpark Ridge to a point 110 feet north of the intersection with France Street.
 - From a point 250 feet north of Settlers Crossing southerly for a distance of 750 feet.
- (40) School Avenue from the intersection with Zamora Street southerly for a distance of 375 feet.
- (41) Settlers Crossing from the intersection with Walnut Avenue to the intersection with Savannah Hill Circle.
- (42) Timber Drive from the intersection with Kerlick Lane southerly for a distance of 115 feet.
- (43) Bridge Street from the intersection with Seguin Avenue to the intersection with Academy Avenue.
- (44) Coll Street from a point 195 feet south of the intersection with Guenther Avenue to a point 155 feet north of the intersection with Magazine Avenue.
- (45) County Line Road from a point 50 feet west of the intersection with Palace Drive to a point 260 feet east of Sungate Drive.
- (46) Klein Road from a point 250 feet east of the intersection with Klein Way westerly for a distance of 560 feet.
- (47) San Antonio Street from the intersection with N Grape Avenue to a point 150 feet west of the intersection with S Lone Star Avenue.
- (48) Zink Street from the intersection with Landa Street southerly to the terminus of Zink Street.
- (49) Zamora Avenue from the intersection with Lone Star Avenue to the intersection with Hidalgo Avenue.
- (b) No person shall drive any vehicle on the following streets within the areas designated in this subsection during the posted time periods or when the

school zone flashing lights are operating on each scheduled school day during every authorized school term, in excess of 25 miles per hour:

- (1) Business 35 from a point 295 feet north of the intersection with Loop 337 to a point 135 feet north of the intersection with Rhine Terrace.
- (c) No person shall drive any vehicle on the following streets within the areas designated in this subsection during the posted time periods or when the school zone flashing lights are operating on each scheduled school day during every authorized school term, in excess of 30 miles per hour:
 - (1) Reserved.
- (d) No person shall drive any vehicle on the following streets within the areas designated in this subsection during the posted time periods or when the school zone flashing lights are operating on each scheduled school day during every authorized school term, in excess of 35 miles per hour:
 - (1) FM 1101.
 - a. From a point 440 feet north of the intersection with Ventura Drive northerly for a distance of 1,980 feet.
 - b. From a point 255 feet north of the intersection with Kowald Lane southerly for a distance of 1,030 feet.
 - c. From a point 620 feet north of the intersection with Rainy Creek to a point 420 feet north of the intersection with Willowbrook.
 - (2) FM 1863 from a point 930 feet west of the intersection with State Highway 46 westerly for a distance of 2,450 feet.
- (e) Any person who shall violate any provision of this section shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine not to exceed \$200.00

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 24th day of November, 2025.

PASSED AND APPROVED: Second reading this the 8th day of December, 2025.

	CITY OF NEW BRAUNFELS, TEXAS
ATTEST:	NEAL LINNARTZ, MAYOR
GAYLE WILKINSON, CITY SECRE	<u>ETAR</u> Y
APPROVED AS TO FORM:	
VALERIA M. ACEVEDO, CITY AT	TORNEY



City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. M)

PRESENTER:

Carly Farmer, Assistant City Engineer

SUBJECT:

Approval of the second and final reading of an ordinance to amend Section 126-133 of the Code of Ordinances of the City of New Braunfels to establish a school zone for Legend Point Elementary School.

DEPARTMENT: Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: 2

BACKGROUND INFORMATION:

City Council unanimously approved the first reading on November 24, 2025.

New Braunfels ISD has requested to establish a 20-mph school zone for the recently completed Legend Pond Elementary School on Klein Meadows. The school was opened in Fall 2025. The posted speed limit on the streets surrounding the school is 30 mph.

Based on guidance in the Texas Manual on Uniform Traffic Control Devices (TMUTCD), the traffic engineer hired by NBISD has requested that the school zone boundary include Klein Meadows in front of the school property and extending west to include all approaches to the intersection of Klein Meadows and Legend Pond. City staff reviewed the proposal and guidance in the TMUTCD and agree with the proposed school zone boundaries due to the intersection being included in the school pedestrian route established for the school.

A temporary traffic order has been secured from the Chief of Police in order for the school speed zone signs to be installed while city staff brings the ordinance to City Council for approval. NBISD is responsible for the installation and will be coordinating with the city on inspection and acceptance of the work.

ISSUE:

New Braunfels ISD has requested a school zone for Legend Pond Elementary School.

STRATEGIC PLAN REFERENCE:

□ Economic Mobility □ Enhanced Connectivity □ Community Ide	entity
□ Organizational Excellence □ Community Well-Being □ N/A	

FISCAL IMPACT:

New Braunfels ISD is responsible for the cost of the signs, equipment, and installation.

RECOMMENDATION:

Staff recommends establishing the school zone for Legend Point Elementary School.

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING SECTION 126-133 TO ESTABLISH A SCHOOL SPEED ZONE FOR LEGEND POINT ELEMENTARY SCHOOL.

WHEREAS, after engineering and field investigation, the City Engineer has recommended that traffic control signs be installed on certain streets, avenues, thoroughfares and boulevards within the corporate limits of the City of New Braunfels in order to protect the health, safety and welfare of the citizens.

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

I.

THAT the City of New Braunfels Code of Ordinances Section 126-133 (a) is hereby amended as follows:

- (17) Klein Meadows.
 - a. From a point 215 feet north of the intersection with Legend Pass southerly for a distance of 490 feet.
 - From a point 200 feet west of the southern intersection with Legend
 Pond to a point 250 feet west of the intersection with Whispering Oak.
- (50) Legend Pond from a point 200 feet north of the southern intersection with Klein Meadows to a point 150 feet south of the intersection with Klein Meadows.

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 24th day of November, 2025.

PASSED AND APPROVED: Second reading this the 8th day of December, 2025.

	CITY OF NEW BRAUNFELS, TEXAS
ATTEST:	NEAL LINNARTZ, MAYOR
GAYLE WILKINSON, CITY SECRE	TARY
APPROVED AS TO FORM:	
VALERIA M. ACEVEDO, CITY ATTO	<u>ORNEY</u>





City Council Agenda Item Report 12/8/2025

550 Landa Street New Braunfels, TX

Agenda Item No. N)

PRESENTER:

Carly Farmer, Assistant City Engineer

SUBJECT:

Approval of the second and final reading of an ordinance to amend Section 126-132 of the Code of Ordinances of the City of New Braunfels to lower the speed limit in the residential area bounded by Wood Road, Walnut Avenue, and Loop 337.

DEPARTMENT: Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: 2

BACKGROUND INFORMATION:

City Council unanimously approved the first reading on November 24, 2025.

At their August 25, 2025, meeting, City Council approved a traffic calming plan for Mission Drive that included warning sign improvements, vegetation trimming, pavement markings, and a hardscape neck-down. City Council also directed staff to lower the posted speed limit on Mission Drive from the state-mandated 30 mph to 25 mph. The change in the posted speed limit will result in different speed limits on the surrounding streets and impact the uniformity of traffic signs and laws. Furthermore, a section of Laurel Lane, Encino Drive, and Balcones Avenue are currently posted at 25 mph, which may confuse residents and motorists. On September 15, 2025, staff presented a potential pilot study to lower the speed limit to 25 mph in the entire residential area bounded by Wood Road, Walnut Avenue, and Loop 337. City Council directed staff to move forward with the pilot study.

An engineering traffic study was completed to evaluate the need to lower the speed limit in the subject residential area as required by state law and city ordinance. The study included site investigations, traffic data collection and analysis, and evaluation of the study area and roadway characteristics in order to make a recommendation on speed limit changes. Based on the traffic study, a pilot study of lowering the speed limit to 25 mph in the residential area bounded by Wood Road, Walnut Avenue, and Loop 337 is recommended.

The proposed pilot study will progress through the following steps: establish the recommended speed limit changes for the pilot study in ordinance, prepare and install a speed limit sign plan, collect traffic data postimplementation to compare to pre-project data, and report findings to the City Council, including recommendations for implementation in other areas of the city. Changing the posted speed limit from the prima facie speed of 30 mph requires an ordinance to establish the new speed limit and for it to be enforceable. Once an ordinance is approved, the speed limit sign plan will be drafted to install new speed limit signs reflecting the 25-mph speed limit and replacing existing 30 mph signs as needed. The sign plan will focus on 7 key entry points into the residential area: Ridge Hill Drive, Kerlick Lane, Beverly Lane, Laurel Lane, Mission Drive, Royal Crest, and Moss Rock Drive. Additional "reminder signs" will be placed as deemed necessary. The speed

limit changes will not affect the school zone 20-mph speed limit or boundaries. After all signs have been installed, staff will allow traffic to adjust to the new conditions for a few months before collecting traffic data to compare with the data collected before the pilot study. The data will be analyzed to identify changes in traffic volumes and several speed statistics such as the 85th percentile, 50th percentile, average, and pace speeds. Based on the results, staff will evaluate the effectiveness of speed limit reduction on safety and speeding. The results will be presented to City Council, and staff will outline a high-level plan for implementing speed limit reductions from the prima facie 30-mph speed in other residential areas in the city.

ISSUE:

City Council has directed staff to perform a pilot study on lowering the speed limit to 25 mph in a residential area with speeding and safety concerns.

STRATEGIC PLAN REFERENCE:

□ Economic Mobility □ Enhanced Connectivity □ Community Identification	ity
□ Organizational Excellence □ Community Well-Being □ N/A	

FISCAL IMPACT:

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

RECOMMENDATION:

Staff recommends lowering the speed limit to 25 mph in the residential area bounded by Wood Road, Walnut Avenue, and Loop 337 as part of a pilot study.

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING SECTION 126-132 TO REDUCE THE SPEED LIMIT IN THE RESIDENTIAL AREA BOUNDED BY WOOD ROAD, WALNUT AVENUE, AND LOOP 337.

WHEREAS, after engineering and field investigation, the City Engineer has recommended that traffic control signs be installed on certain streets, avenues, thoroughfares and boulevards within the corporate limits of the City of New Braunfels in order to protect the health, safety and welfare of the citizens.

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

I.

THAT the City of New Braunfels Code of Ordinances Section 126-132 (d) is hereby amended as follows:

- (5) Laurel Lane from the intersection with Mission Drive to the intersection with Wood Road.
- (11) Forest Lane from the intersection with Beverly Lane to the intersection with Laurel Lane.
- (12) Beverly Lane from Wood Road to the terminus of Beverly Lane.
- (13) Cedar Trail from a point 125 feet west of the intersection with Mission Trail to the terminus of Cedar Trail.
- (14) Clearfield Drive from the intersection with Wood Road to the terminus of Clearfield Drive.
- (15) Elm Trail from the intersection with Mission Trail to the terminus of Elm Trail.
- (16) Evergreen Lane from the intersection with Twin Oaks Drive to the terminus of Evergreen Lane.
- (17) Forest Ridge from the intersection with Ridge Hill Drive to the terminus of Forest Ridge.

- (18) Kerlick Lane from the intersection with Walnut Avenue to the intersection with Mission Hills Drive.
- (19) La Mesa Drive from the intersection with Mission Drive to the intersection with Twin Oaks Drive.
- (20) Laurel Circle from the intersection with Mission Drive to the terminus of Laurel Circle.
- (21) Laurel Trail from the intersection with Mission Trail to the terminus of Laurel Trail.
- (22) Mira Loma from the intersection with Mission Drive to the terminus of Mira Loma.
- (23) Mission Drive from the intersection with Kerlick Lane to the intersection with Wood Road.
- (24) Mission Trail from the intersection with Persimmon Trail to the terminus of Mission Trail.
- (25) Mission Hills Drive from the intersection with Kerlick Lane to the intersection with Valley View Lane.
- (26) Mission Trace from the intersection with Mission Drive to the terminus of Mission Trace.
- (27) Mission View Court from the intersection with Mission Hills Drive to the terminus of Mission View Court.
- (28) Moss Rock Drive from the intersection with Wood Road to the intersection with Trail View.
- (29) Persimmon Trail from the intersection with Mission Trail to the intersection with Timber Drive.
- (30) Ridge Drive from the intersection with Kerlick Lane to the intersection with Mission Drive.
- (31) Ridge Hill Drive from the intersection with Loop 337 to the intersection with Mission Hills Drive.

- (32) Royal Crest from the intersection with Wood Road to the intersection with Valley View Lane.
- (33) Sierra Drive from the intersection with Mission Drive to the terminus of Sierra Drive.
- (34) Timber Drive from the intersection with Kerlick Lane to the intersection with Persimmon Trail.
- (35) Trail View from the intersection with Mission Drive to the terminus of Trail View.
- (36) Twin Oaks Drive from the intersection with Kerlick Lane to the southern intersection with Valley View Lane.
- (37) Valley View Lane from the intersection with Mission Drive to a point 255 feet west of the intersection with Mission Trail.
- (38) Wallhalla Street from the intersection with Kerlick Lane to the terminus of Wallhalla Street.
- (39) Wildwood Trail from the intersection with Wood Road to the northern terminus of Wildwood Trail.

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.

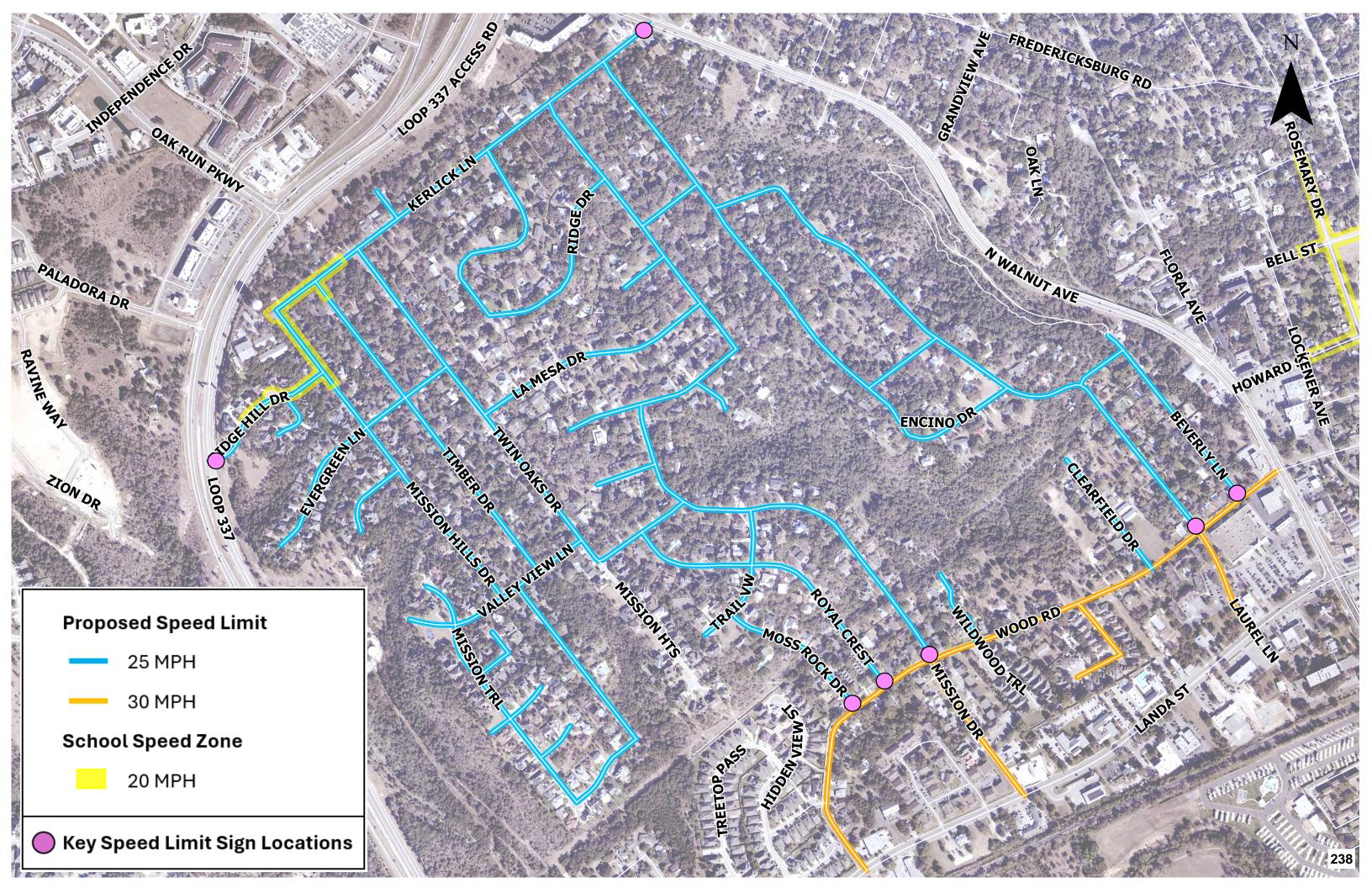
IV.

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 24th day of November, 2025.

PASSED AND APPROVED: Second reading this the 8th day of December, 2025.

	CITY OF NEW BRAUNFELS, TEXAS
	NEAL LINNARTZ, MAYOR
ATTEST:	
GAYLE WILKINSON, CITY SECRE	TARY
APPROVED AS TO FORM:	
VALERIA M. ACEVEDO. CITY ATT	ORNEY





CARLY L. FARMER

145552

CENSE

ONAL ENGINEER

Date:

November 18, 2025

Recommendation:

Lower the speed limit in the residential area bounded by Wood Road,

Walnut Avenue, and Loop 337 to 25 mph

Prepared By:

Carly L Farmer, PE, CFM

Reviewed By:

Garry L Ford, PE, PTOE

Background

An engineering study was completed to evaluate the appropriate speed limit in the residential area bounded by Wood Road, Walnut Avenue, and Loop 337. The study was completed after direction from City Council to lower the posted speed limit on Mission Drive from 30 mph to 25 mph during their August 25, 2025, meeting where a traffic calming plan was approved for Mission Drive. The change in the posted speed limit will result in different speed limits on the surrounding streets and impact uniformity of traffic signs and laws. Staff is recommending lowering the speed limit to 25 mph in the entire residential area bounded by Wood Road, Walnut Avenue, and Loop 337. The statutory maximum speed limit in the City of New Braunfels is 30 miles per hour (mph) except where otherwise established by ordinance and posted by official traffic signs. The city may alter speed limits based on the result of an engineering study.

The area bounded by Wood Road, Walnut Avenue, and Loop 337 is largely single-family residential, along with a church, school, and city park. Many of the streets have steep grades, making it popular for walkers and runners seeking incline training. There are no sidewalks on the streets other than the south side of Kerlick Lane and the New Braunfels Christian Academy frontage on Mission Hills Drive. Streets in the area are also commonly used as a cut-through route to avoid congestion at the intersections of Walnut Avenue and SH 46 and Walnut Avenue and Landa Street. The posted speed limit on the majority of the streets is 30 mph. A section of Laurel Lane, Encino Drive, and Balcones Avenue are currently posted at 25 mph which, along with a through-truck restriction, were installed as part of the Walnut Avenue reconstruction project in 2015. There is a school zone in the northwestern section of the area on Ridge Hill Drive, Mission Hills Drive, Kerlick Lane, and Timber Drive for the New Braunfels Christian Academy. During the active hours of the school zone, the speed limit is 20 mph. The study area including current speed limits and school zone are shown in Figure 1.

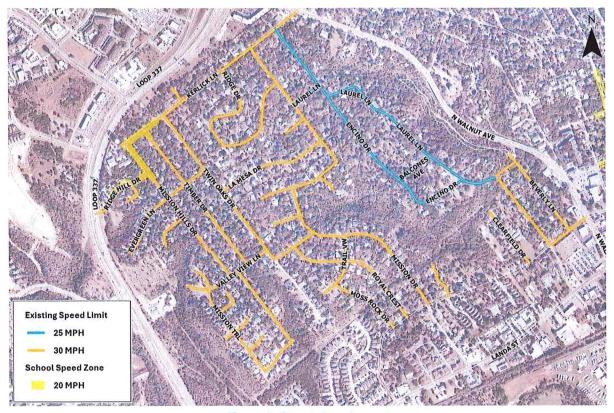


Figure 1. Street Area Layout

Guidance

Speed limits applicable to public streets are established:

- Statutorily- a maximum speed limit applicable to a particular class of road that is established by State law; or
- As altered speed zones based on engineering studies.

Engineering studies for recommending speed limits utilized by the city's Transportation and Construction Services Department are based on the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and new speed limit setting guidance in the latest federal Manual on Uniform Traffic Control Devices and Speed Limit Setting Handbook. The primary factors considered in the engineering study include:

- Roadway environment (such as roadside development, number and frequency of driveways and access points, and land use), functional classification, public transit volume and location or frequency of stops, parking practices, and pedestrian and bicycle facilities and activity;
- Roadway characteristics (such as lane widths, shoulder condition, grade, alignment, median type, and sight distance);
- **Geographic context** (such as urban district, rural town center, non-urbanized rural area, or suburban area) and multimodal trip generation;
- Reported crash experience for at least a 12-month period;

- Speed distribution of free-flowing vehicles, including the pace, median (50th-percentile), and 85th-percentile speeds;
- Review of past speed studies to identify any trends in operating speeds.

Other relevant factors may also be considered depending on the specific needs of the study approach and study area.

A city may declare a lower speed limit of not less than 25 miles per hour if the governing body determines that the prima facie speed limit on the streets is unreasonable or unsafe. By State Law, a traffic engineering study is required in order for a city to lower a speed limit below 25 mph.

Site Investigation

Site investigations and a traffic study were completed for the study area in Fall 2025 following the comprehensive traffic calming investigation for Mission Drive in 2024 and 2025. The goals of the study were to evaluate the need to lower the speed limit in the study area through site observations, traffic data collection and analysis, and evaluation of area and roadway characteristics. Every street in the study area provides direct access to multiple homes. Pedestrian and cyclist activity was frequently observed both for recreational purposes and for drop-off to and pick-up from New Braunfels Christian Academy. The newly opened Willard Canyon Trail off of Beverly Lane has contributed to an increase in pedestrian activity in the area as well.

Crash History

Traffic crash data for April 2022 through April 2025 was found through the Texas Department of Transportation's Crash Records Information System. There were six reported crashes in the study area during this time, none of which were reported as speed-related.

Data Collection

Traffic speed and volume data were collected in October 2025 for key locations in the study area to accompany the data collected on Mission Drive in March 2024. The data collection points were selected to represent multiple streets in the residential area that are likely to experience the highest amount of volume and speeds. The average daily traffic (ADT) and the pace, 50th percentile (median), and 85th percentile speeds for each collection point are documented in Table 1.

Table 1. Traffic Speed and Volume Data

Street	Limits	ADT (vpd)	Pace speed (mph)	50 th % speed (mph)	85 th % speed (mph)
Mission Dr	Laurel Ln and Laurel Cir	757	20-29	24	30
Mission Dr	Valley View Ln and Trail View	793	12-21	17	21
Mission Dr	Trail View and Wood Rd	941	25-34*	27	33
Kerlick Ln	Twin Oaks Dr and Ridge Dr	1,492	23-32	26	32
Mission Hills Dr	Ridge Hill Dr and Evergreen Ln	982	18-27	22	25
Ridge Hill Dr	Loop 337 to Mission Hills Dr	1,074	19-28	22	26
Timber Dr	Evergreen Ln and Valley View Ln	196	16-25	20	26
Twin Oaks Dr	Kerlick Ln and Evergreen Ln	438	19-28	23	29
Valley View Ln	Mission Hts and Royal Crest	841	13-22	18	24
La Mesa Dr	Twin Oaks Dr and Mission Dr	153	20-29	20	27

^{*}Pace speed is derived from speed data binned in 5mph increments

Recommendation

Based on the site investigation and collected speed data, it is recommended that the regulatory speed limit be revised to 25 mph for the residential area bounded by Wood Road, Walnut Avenue, and Loop 337. Most of the streets have measured 85th percentile speeds between 25-30 mph, indicating the posted 30 mph speed limit is excessive. In addition, the direct residential driveway access and pedestrian activity around the homes and school in the area are conditions for which a 30-mph speed limit is not suitable. The median and pace speeds demonstrate that a 25-mph speed limit is in line with traffic speeds for the majority of vehicles traveling through the area. The 25-mph speed limit also provides consistency with the regulatory speed limits posted on Laurel Lane, Balcones Avenue, and Encino Drive.

Traffic data will be recollected after the 25-mph speed limit is implemented to determine if the speed limit reduction was impactful to vehicle speeds on streets where speeds regularly exceed 30 mph. The results of the impact will be used a pilot study to determine if implementing a reduced neighborhood speed limit will have an impact on reducing speeds, improving safety, and a consideration for other neighborhoods.



City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. O)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

Applicant: Toni and Joe Rios

SUBJECT:

Approval of the second and final reading of an ordinance, at the request of Toni and Joe Rios, to rezone approximately 0.2 of an acre out of the Buena Vista Addition Subdivision, Block 3, Greater Part of Lot 8, from C-3 (Commercial District) to C-3 SUP (Commercial District with Special Use Permit to allow Short Term Rental of a residence), currently addressed at 265 School Avenue

DEPARTMENT: Neighborhood and Community Planning

COUNCIL DISTRICTS IMPACTED: 1

BACKGROUND INFORMATION:

Case No: SUP25-368

Applicant/Owner:

Toni and Joe Rios (830) 381-9746 | woodriverhomes@gmail.com

Staff Contact:

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

The City Council held a public hearing on November 24, 2025, and unanimously approved the first reading of the applicant's requested rezoning ordinance (7-0-0).

The subject property is approximately 0.2 of an acre on the northeast side of School Avenue, approximately 50 feet northwest of the intersection of School Avenue and IH 35 South, and 300 feet southwest of Ernest Eikel Field. It is bordered by C-3 zoning with abutting residential land uses.

The recently constructed residence is roughly 1932 square feet in total interior livable area with 2 bedrooms and 2 bathrooms. Per the Zoning Ordinance, the maximum occupancy of an STR with a total of 2 bedrooms and 2 bathrooms is 6 occupants, and the minimum off-street parking is 2 spaces. There is sufficient room to accommodate the minimum parking requirements.

ISSUE:

Short-term rental standards in the Zoning Ordinance help to ensure proper measures are in place to protect public health, safety, and neighboring properties. If this rezoning request is approved, the registration of the short-term rental and online payment of hotel occupancy taxes are required. The project must also comply with all other City Code standards.

There are currently two properties with zoning approved for short term rentals within one-half mile of the

subject property, however neither are active.

COMPREHENSIVE PLAN REFERENCE:

The requested rezoning is consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land-use patterns.
- Action 1.14: Ensure regulations do not unintentionally inhibit the provisions of a variety of flexible and innovative lodging options and attractions.

Future Land Use Plan: The subject property is located within the Oak Creek Sub Area, along a Transitional Mixed Use Corridor and IH 35, and near existing Education, Outdoor Recreation, and Civic Centers.

STRATEGIC PLAN REFERENCE:

⊠Economic Mobility □Enhanced Connectivity □Community Ident	ity
□ Organizational Excellence □ Community Well-Being □ N/A	

• Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.

FISCAL IMPACT:

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

- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Mix of uses (residential and short-term rental) developed on a single parcel of land increases revenue to cover costs of services.
- If approved, the property will be subject to local and state hotel occupancy tax (HOT).

RECOMMENDATION:

Approval. The property is already zoned commercial, and lies on the edge of a neighborhood abutting the Interstate Highway access road. Hence, future lodging guests would not have to travel deep into a residential neighborhood to access the STR. If approved, staff recommends the following conditions:

- 1. The residential character of the property must be maintained.
- 2. The property will remain in compliance with the approved site plan and floor plan. Any significant changes to the site plan or floor plan will require a revision to the SUP.

The Planning Commission held a public hearing on November 5, 2025, and unanimously recommended approval (8-0-0).

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

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

Mailed notification as required by state statute:

Public hearing notices were sent to owners of 19 properties within 200 feet of the request. As of the date this agenda was posted, the city has received responses representing 3% in opposition.

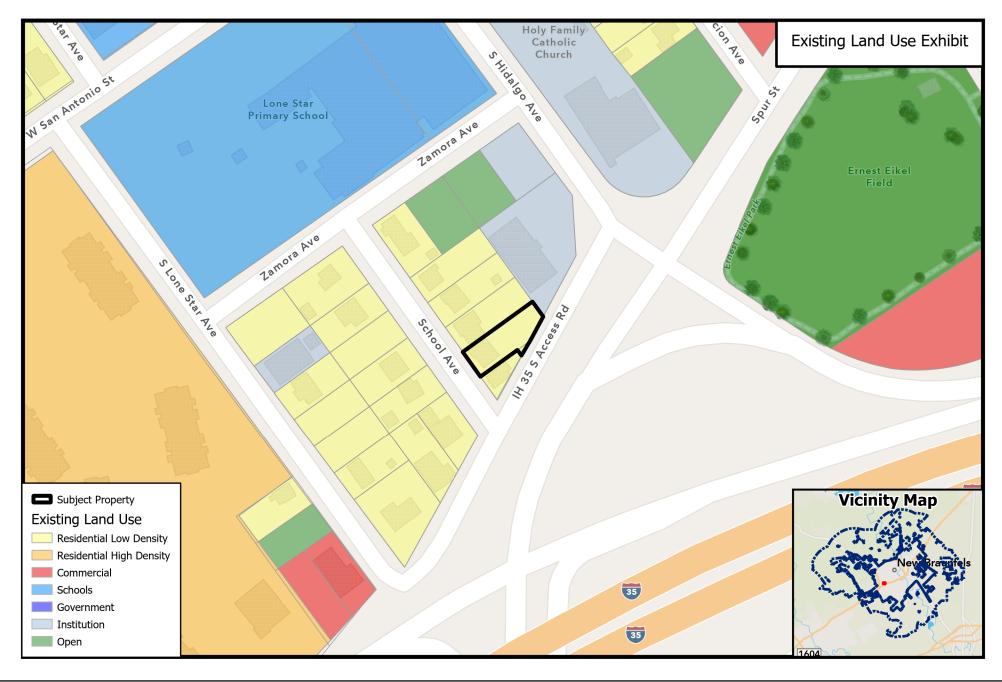
Resource Links:

- Chapter 144, Sec. 3.3-9 (C-3) of the City's Code of Ordinances: https://library.municode.com/tx/new braunfels/codes/code of ordinances?
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances: https://library.municode.com/tx/new braunfels/codes/code of ordinances?
- Chapter 144, Sec. 5.17 (Short-term Rental) of the City's Code of Ordinances: https://library.municode.com/tx/new braunfels/codes/code of ordinances?



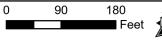


Source: City of New Braunfels Planning Date: 10/13/2025

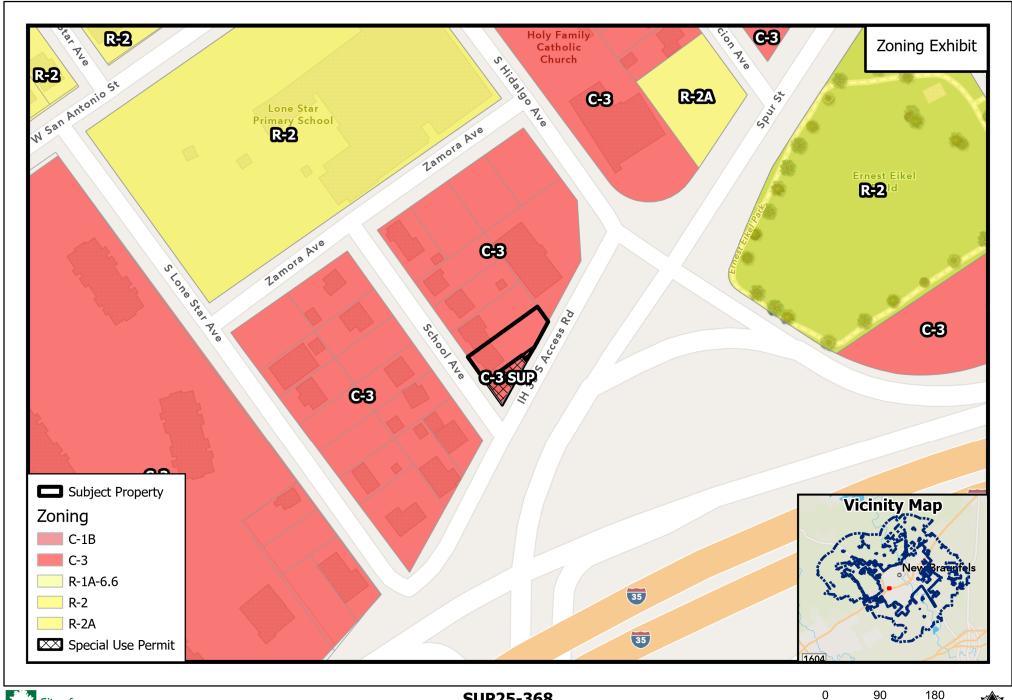




Source: City of New Braunfels Planning Date: 10/13/2025









Source: City of New Braunfels Planning

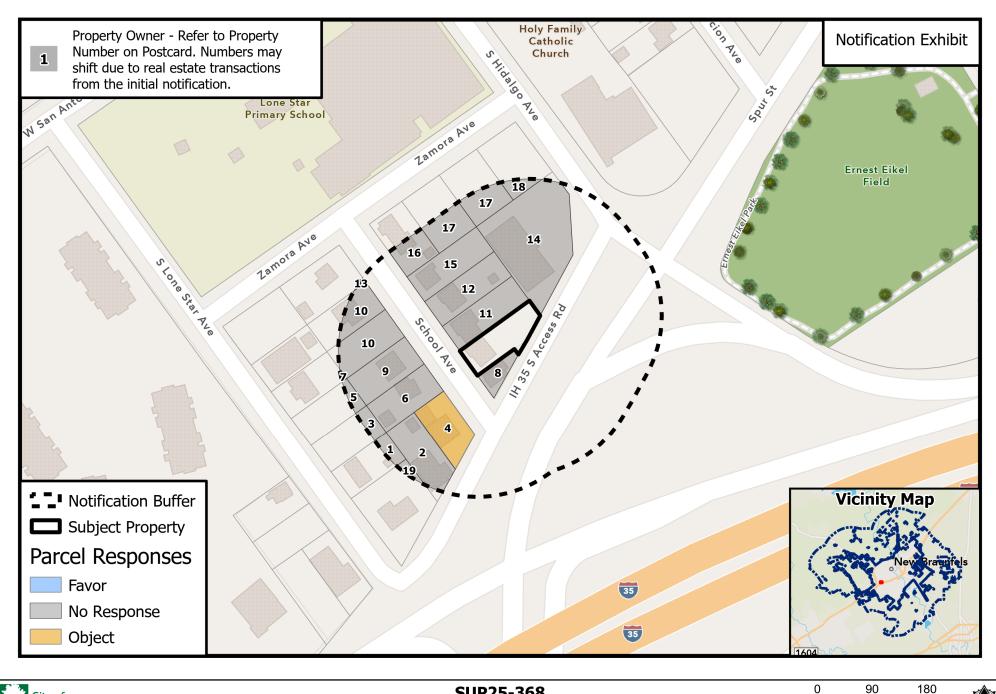
Date: 10/13/2025

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by else is at that party's risk and without liability to the City of New Braur **248** officials or employees for any discrepancies, errors, or variances which may



265 School Ave







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DISCLAIMER: This map and information contained in it were developed exclusively

PLANNING COMMISSION - November 5, 2025 - 6:00PM

City Hall Council Chambers

Applicant: Toni & Joe Rios

Address/Location: 265 School Ave

SUP25-368

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. AGUIRRE AGUSTINA P

2. WESCH JOAN M

3. PEREZ JAZMIN

4. RODRIGUEZ PEDRO G & ESPERANZA

5. PEREZ ZENIA

6. CAMACHO FRANCISCA C

7. GONZALES JUAN P

8. 291 SCHOOL AVENUE TRUST 2-08-2022

9. SANCHEZ LUIS A

10. MORALES ROBERT ESTATE OF

11. PEREZ ESTHER V

12. PMR HOMES LLC

13. BARRIENTOS MELBA

14. HOLY FAMILY CHURCH

15. ORTEGON JANET

16. LEOS LEONARDO C & MACARIA

17. ARCHBISHOP OF SAN ANTONIO

18. ARCHDIOCESE OF S A

19. GARCIA EDWARD OSCAR

SEE MAP

RODRIGUEZ PEDRO G & ESPERANZA 1374 JACKSON ST NEW BRAUNFELS TX 78130

Property #: 4 SUP25-368

Case Manager: AM

FAVOR ___

COMMENTS

OPPOSE 🔀

Draft Minutes for the November 5, 2025, Planning Commission Regular Meeting

C) SUP25-368 Public hearing and recommendation to City Council, at the request of Toni and Joe Rios to rezone approximately 0.2 of an acre out of the Buena Vista Addition Subdivision, Block 3, Greater Part of Lot 8, from C-3 (Commercial District) to C-3 SUP (Commercial District with Special Use Permit to allow Short Term Rental of a residence), currently addressed at 265 School Avenue. (Applicant/Owner: Toni and Joe Rios; Case Manager: Amanda Mushinski, Planner, AICP, CNU-A)

Amanda Mushinski introduced the aforementioned item.

Chair Sonier asked if there were any questions for staff.

Brief discussion followed on responses received from neighboring property owners.

Chair Sonier invited the applicant to speak on the item.

No one spoke.

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

No one spoke.

Chair Sonier closed the public hearing.

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

Motion by Vice-Chair Taylor, seconded by Commissioner Nolte, to recommend approval of the item with staff recommendations to City Council.

Brief discussion followed on short-term rental activity in the area.

Earlier motion by Vice-Chair Taylor, seconded by Commissioner Nolte, to recommend approval of the item with staff recommendations to City Council carried unanimously (8-0-0).

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.2 OF AN ACRE, BEING OUT OF THE BUENA VISTA ADDITION SUBDIVISION, BLOCK 3, GREATER PART OF LOT 8, CURRENTLY ADDRESSED AT 265 SCHOOL AVENUE, FROM C-3 (COMMERCIAL DISTRICT) TO C-3 SUP (COMMERCIAL DISTRICT WITH SPECIAL USE PERMIT TO ALLOW SHORT TERM RENTAL OF A RESIDENCE); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, in keeping with the spirit and objectives of a Special Use Permit, the City Council has given due consideration to all components of said permit; and

WHEREAS, the City recognizes that granting such a permit is possible while promoting the health, safety and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

WHEREAS, it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatible and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144 of the New Braunfels Code of Ordinances; and

WHEREAS, the property is located in an area suitable for short term rental use; and WHEREAS, the requested rezoning is in accordance with Envision New Braunfels, the City's Comprehensive Plan; and

WHEREAS, the requested rezoning is in accordance with the City's Strategic Plan; and WHEREAS, the City Council desires to grant a Special Use Permit at 265 School Avenue, to allow short term rental of a residence in the C-3 (Commercial District); now, therefore;

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

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following tract of land as a "Special Use Permit" for the uses and conditions herein described:

Being out of the Buena Vista Addition Subdivision, Block 3, Greater Part of Lot 8, being as delineated on Exhibit "A" and depicted on Exhibit "B" attached.

SECTION 2

THAT the Special Use Permit be subject to the following additional conditions:

- 1. The residential character of the property must be maintained.
- 2. The property will remain in compliance with the approved site plan Exhibit "C" and floor plan Exhibit "D". Any significant changes to the site plan will require a revision to the SUP.

SECTION 3

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

SECTION 4

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

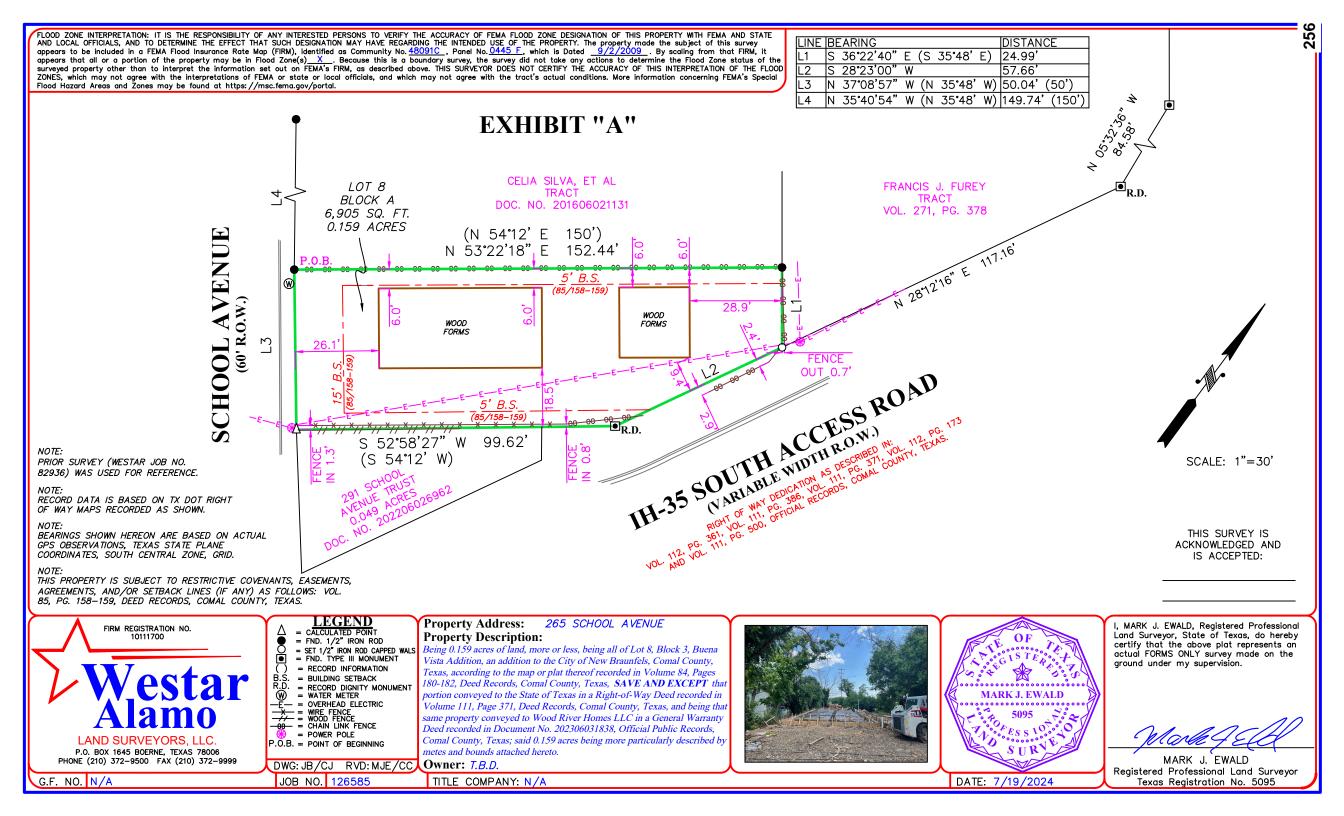
SECTION 5

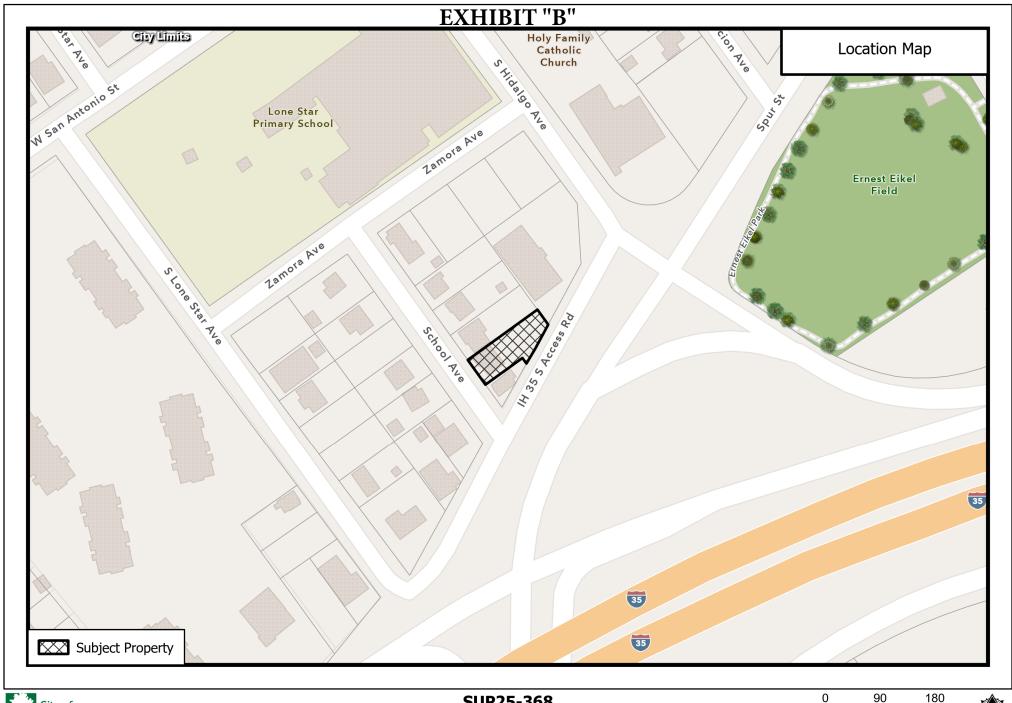
THIS ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this 24th day of November 2025. **PASSED AND APPROVED:** Second reading this 8th day of December, 2025.

CITV	$\cap E$	N = N	BDVI	JNFELS
CIII	OI.	IALA	DIVA	JINI LLS

	NEAL LINNARTZ, Mayor
ATTEST:	
GAYLE WILKINSON, City Secretary	
APPROVED AS TO FORM:	
VALERIA M. ACEVEDO, City Attorney	







SUP25-368 265 School Ave - SUP for STR

officials or employees for any discrepancies, errors, or variances which may

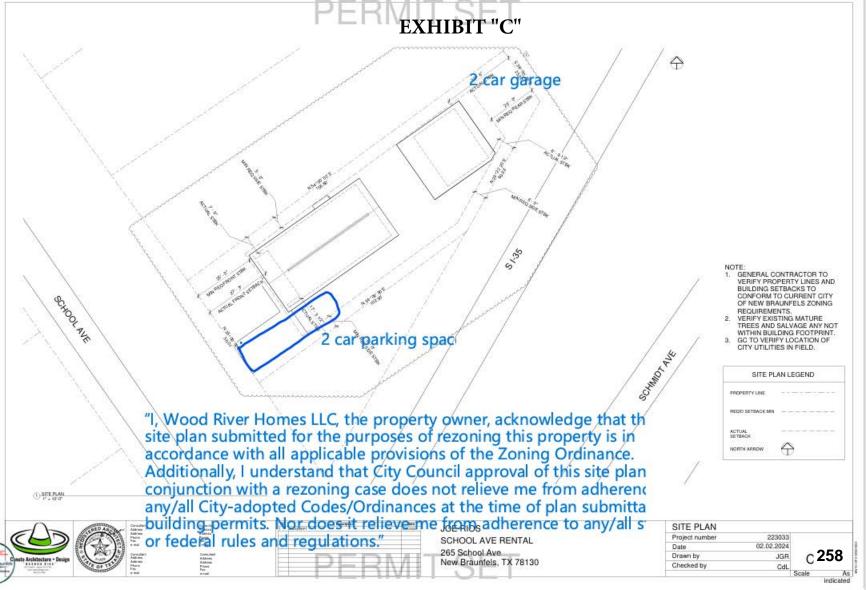
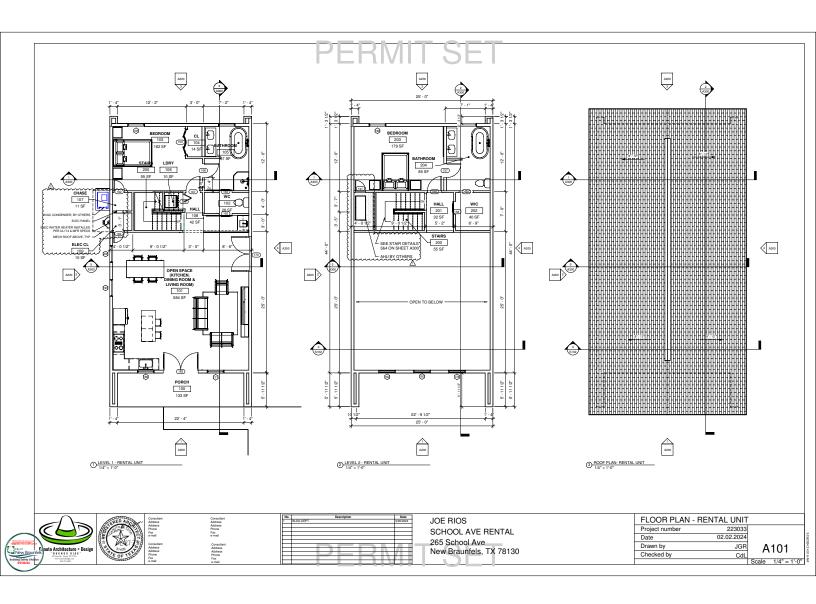


EXHIBIT "D"





City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. P)

PRESENTER:

Christopher J. Looney, AICP, Planning Director Applicant: Walmart Stores East, LP (Joe Frederick)

SUBJECT:

Approval of the second and final reading of an ordinance, at the request of Walmart Stores East, LP (Joe Frederick) on behalf of Frederick Frueholz, Jr. Estate (Joe H. Tays), regarding the proposed rezoning of approximately 72.097 acres out of the A.M. Esnaurizar Grant, Abstract No. 1, from APD AH (Agricultural/Predevelopment, Airport Hazard Overlay District) to M-1A AH (Light Industrial, Airport Hazard Overlay District), generally located south of Kohlenberg Road and west of FM 1101

DEPARTMENT: Neighborhood and Community Planning

COUNCIL DISTRICTS IMPACTED: 4

BACKGROUND INFORMATION:

Case Number: PZ25-0366

Walmart Stores East, LP (Joe Frederick) Applicant:

Joe.Frederick@walmart.com

Owner: Frederick Frueholz, Jr. Estate (Joe H. Tays)

nbtays@gmail.com

Staff Contact: Mary Lovell

(830) 221-4051

mlovell@newbraunfels.gov

The City Council held a public hearing on November 24, 2025 and unanimously approved the first reading of the applicant's requested rezoning ordinance (7-0-0).

The undeveloped subject property is approximately 72.1 acres and is part of a larger (237 acre) tract located approximately 0.3 of a mile southwest from the intersection of Kohlenberg Road and FM 1101. Surrounding land uses include manufacturing and warehousing to the west and south, residential located outside the city limits across FM 1101 to the east, and undeveloped land and the Continental USA manufacturing facility to the north. Surrounding zoning consists of APD to the west and north, and MU-B (High Intensity Mixed Use District) to the south. Properties to the east and west are outside the city limits.

ISSUE:

Walmart operates a distribution center on the adjacent parcel addressed at 3900 North I-35. They are requesting a change in the base zoning district to expand their truck and trailer parking lot associated with the current facility onto the subject property.

COMPREHENSIVE PLAN REFERENCE:

M-1A at this location is consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- Action 1.6: Incentivize infill development and redevelopment to take advantage of existing infrastructure.
- Action 1.8: Concentrate future investment in industrial and employment centers near existing and emerging hubs, such as the airport; and along existing high-capacity transportation networks, such as Interstate Highway 35.
- Action 3.1: Plan for a healthy jobs/ housing balance.
- Action 3.3: Balance commercial centers with stable neighborhoods.

Future Land Use Plan: The subject property is located within Oak Creek Sub Area, and near existing and future Employment Centers.

STRATEGIC PLAN REFERENCE:

⊠Economic Mobility □Enhanced Connectivity □Community Ident	tity
□ Organizational Excellence □ Community Well-Being □ N/A	

- Economic Mobility: Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.
- Economic Mobility: Support Confluence, the New Braunfels Chamber of Commerce Economic Development Strategic Plan, by helping to ensure a community that supports the targeted industries and increases the diversity of job opportunities in the community.

FISCAL IMPACT:

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

- Continuing to provide a balance of high-quality small commercial buildings and businesses and larger, more autocentric businesses that draw employees and customers from a broader area is important to keeping New Braunfels' economy healthy.
- Prioritize infill projects that add people and buildings in areas with existing infrastructure. This will increase revenue to provide service delivery without significant impacts on infrastructure costs and distribute cost burdens across more home/business owners.

Traffic Impact Analysis (TIA): Per adopted ordinance, a Level 3 TIA Report will be conducted at the Subdivision Platting and/or Building Permit stage, as applicable.

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

Utilities: As part of the routine intake review process, the water provider for the subject site, NBU (New Braunfels Utilities), reviewed the proposed zoning change request and has responded with no comments.

RECOMMENDATION:

Approval. M-1A at this location would allow development that aligns with Envision New Braunfels, the Strategic Plan, and the Land Use Fiscal Analysis.

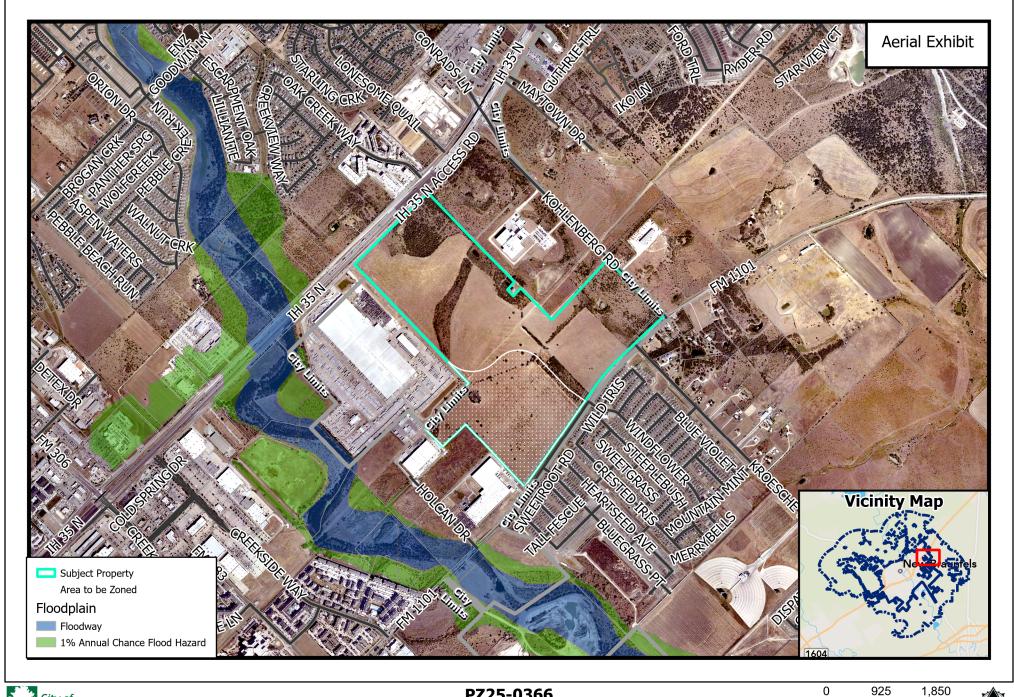
The Planning Commission held a public hearing on November 5, 2025 and unanimously recommended approval of the applicant's request (8-0-0).

Mailed notification as required by state statute:

Public hearing notices were sent to owners of 7 properties within 200 feet of the request. To date, no responses have been received.

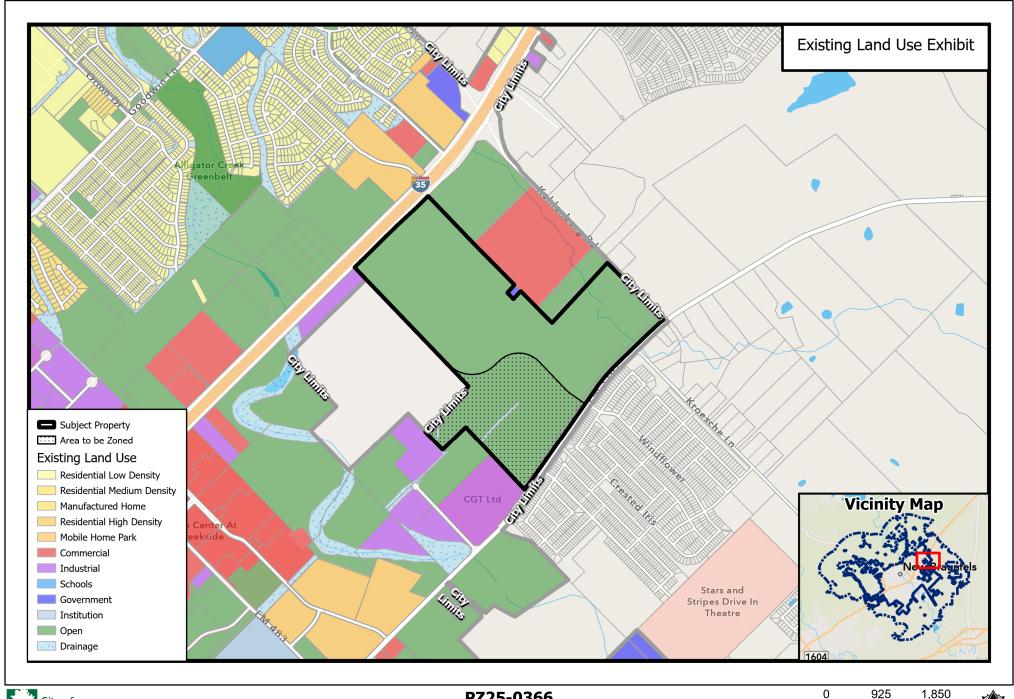
Resource Links:

- 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. 3.4-18 (M-1A) of the City's Code of Ordinances: https://library.municode.com/tx/new braunfels/codes/code of ordinances?
- Chapter 144, Sec. 5.20 (AH) of the City's Code Ordinances: https://library.municode.com/tx/new braunfels/codes/code of ordinances?



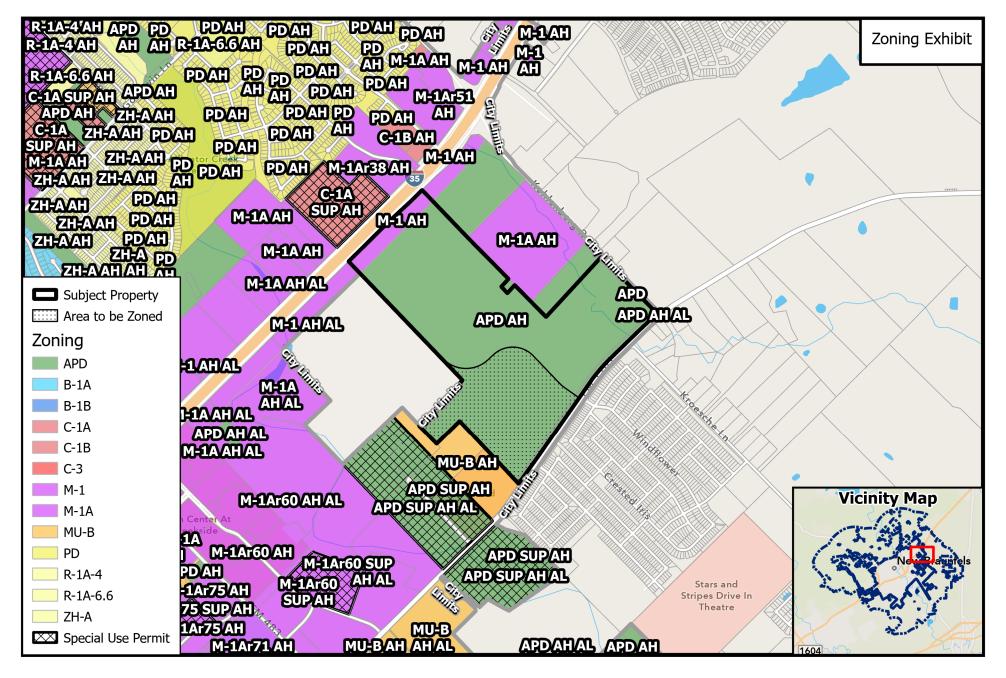


Feet

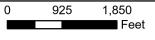




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Barns and farm equipment storage (related to agricultural uses)	Barber/beauty college (barber or cosmetology school or college)		1
	Barns and farm equipment storage (related to agricultural uses)	Р	Р
	Battery charging station	- 	Р

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

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

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

	Existing	Proposed
Land Use	APD	M-1A
Laundromat and laundry pickup stations		Р
Laundry, commercial (without self-serve)		Р
Laundry/dry cleaning (drop off/pick up)		Р
Laundry/washateria (self-serve)		Р
Lawnmower sales and/or repair		Р
Leather products manufacturing		Р
Light manufacturing		Р
Limousine/taxi service		Р
Livestock sales/auction	Р	
Locksmith		Р
Lumber mill		-
Lumberyard (see section 144-5.15)		Р
Lumberyard or building material sales (see section 144-5.15)		Р
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		P
Market (public, flea)		P
Martial arts school		Р
Meat or fish packing/storage plants		
Medical supplies and equipment		P
Metal fabrication shop		Р -
Micro brewery (onsite mfg. and/or sales)		Р
Micro distillery (onsite mfg. and/or sales)		Р
Mini-warehouse/self-storage units (no boat and RV storage permitted)		Р
Mini-warehouse/self-storage units with outside boat and RV storage		Р
Monument, gravestone, or marble works (manufacture)		
Motion picture studio, commercial film		Р
Motion picture theater (indoors)		Р
Motion picture theater (outdoors, drive-in)		Р
Motorcycle dealer (primarily new/repair)		Р
Moving storage company		Р
Moving, transfer, or storage plant		Р
Multifamily (apartments/condominiums)		
Museum		Р
Natural resource extraction and mining		
Needlework shop		Р
Nonbulk storage of gasoline, petroleum products and liquefied petroleum		Р
Nursing/convalescent home/sanitarium		

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

	Existing	
Land Use	APD	M-1A
Research lab (non-hazardous)		Р
Residential use in buildings with non-residential uses permitted in the district		
Restaurant/prepared food sales		Р
Restaurant with drive-through service		Р
Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less)		Р
Retail store and shopping center with drive-through service (50,000 sq. ft. bldg. or less)		Р
Retail store and shopping center (more than 50,000 sq. ft. bldg.)		Р
Retirement home/home for the aged		
Rock crushers and rock quarries		
Rodeo grounds	Р	Р
RV park		
RV/travel trailer sales		Р
Sand/gravel sales (storage or sales)		
School, K-12 public or private	P	P
School, vocational (business/commercial trade)	<u>'</u>	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)		Р
		D
Shopping center		Р
Sign manufacturing/painting plant Single family industrialized home (see section 144 F.9)		Р
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		Р
Stables (as a business) (see chapter 6)	P	
Stables (private, accessory use) (see chapter 6)	Р	
Steel furnaces		
Stockyards or slaughtering		
Stone/clay/glass manufacturing		Р
Storage—Exterior storage for boats and recreational vehicles		Р
Storage in bulk		Р
Structural iron or pipe works		
Studio for radio or television, without tower (see zoning district for tower authorization)		Р
Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.)		Р
Sugar refineries		
Tailor shop (see home occupation)		Р
Tar distillation or manufacture		
Tattoo or body piercing studio		Р
Taxidermist		Р
Telecommunications towers/antennas (see section 144-5.7)		
Telemarketing agency		Р
Telephone exchange buildings (office only)		Р
Tennis court (commercial)		Р
Theater (non-motion picture; live drama)		Р

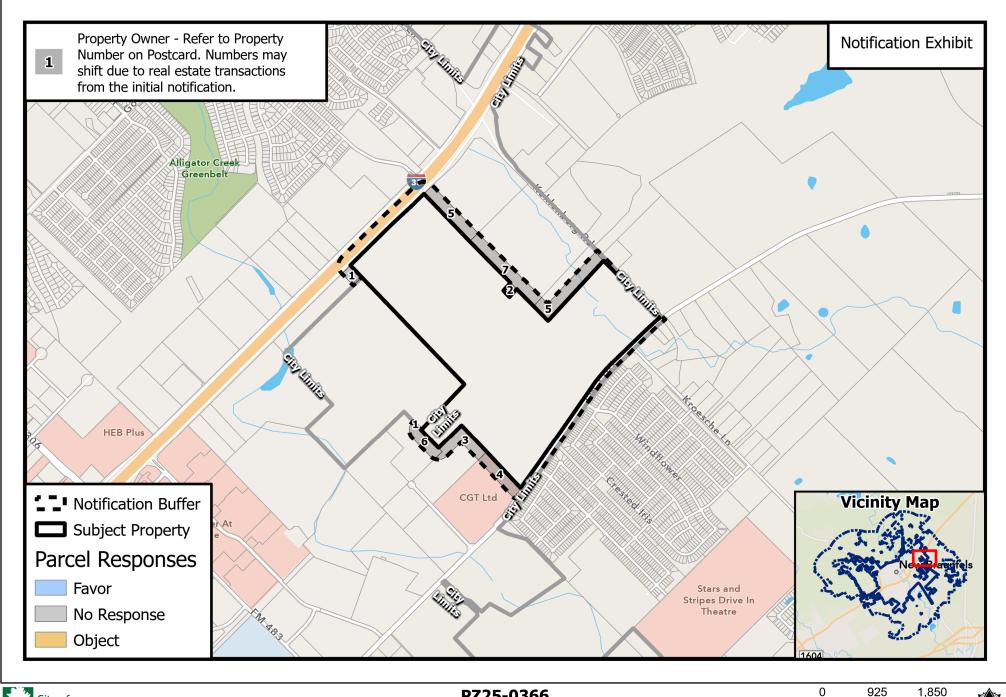
Land Use		Proposed
		M-1A
Tire sales (outdoors)		Р
Tool rental		Р
Townhouse (attached)		
Transfer station (refuse/pick-up)		Р
Travel agency		Р
Truck or transit terminal		Р
Truck stop		
Tuber entrance and takeout facilities (see section 144-5.13)		
University or college (public or private)		Р
Upholstery shop (non-auto)		Р
Used or second hand merchandise/furniture store		Р
Vacuum cleaner sales and repair		Р
Vehicle storage facility		
Veterinary hospital (no outside animal runs or kennels)		Р
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.)		Р
Video rental/sales		Р
Warehouse/office and storage/distribution center		Р
Waterfront amusement facilities—Berthing facilities sales and rentals		Р
Waterfront amusement facilities—Boat fuel storage/dispensing facilities		Р
Waterfront amusement facilities—Boat landing piers/launching ramps		Р
Waterfront amusement facilities—Swimming/wading pools/bathhouses		Р
Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system	Р	Р
Welding shop		Р
Wholesale sales offices and sample rooms		Р
Wire or rod mills		
Wood distillation plants (charcoal, tar, turpentine, etc.)		
Woodworking shop (ornamental)		Р
Wool scouring		
Zero lot line/patio homes		
	f	





Subject Property -South of Kohlenberg Rd. and West of FM 1101







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

PLANNING COMMISSION - NOVEMBER 5, 2025 - 6:00PM

City Hall Council Chambers

Applicant: Walmart Stores East, LP

Address/Location: South of Kohlenberg Rd. and east of FM 1101

Case # PZ25-0366

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. WALMART STORES EAST LP
- 2. NEW BRAUNFELS UTILITIES
- 3. GCP III ST CROIX LANDCO LLC
- 4. CGT U S LIMITED

- 5. WOHLFAHRT LYNN
- 6. ZELL THREE INC
- 7. CONTINENTAL AUTONOMOUS MOBILITY US LLC

SEE MAP

Draft Minutes for the November 5, 2025, Planning Commission Regular Meeting

E) PZ25-0366 Public hearing and recommendation to City Council, at the request of Walmart Stores East, LP (Joe Frederick), on behalf of Frederick Frueholz, Jr. Estate (Joe H. Tays), to rezone approximately 72.097 acres out of the A.M. Esnaurizar Grant, Abstract No. 1, from APD AH (Agricultural/Pre-development, Airport Hazard Overlay District) to M-1A AH (Light Industrial, Airport Hazard Overlay District), generally located south of Kohlenberg Road and west of FM 1101. (Applicant: Walmart Stores East, LP (Joe Frederick); Owner: Frederick Frueholz, Jr. Estate (Joe H. Tays); Case Manager: Mary Lovell, Senior Planner, MPA, AICP, CNU-A)

Mary Lovell introduced the aforementioned item.

Chair Sonier asked if there were any questions for staff.

Discussion followed on the area specified for rezoning and landscaping requirements for new non-residential developments.

Chair Sonier invited the applicant to speak on the item.

Ivan Jaime elaborated on the request by providing a brief history of the property and existing distribution center, discussing facility operations and regional impact, the proposed expansion, and alignment with the city's long-term plans and ordinances.

A brief discussion followed on the proposed site plan, property ingress and egress, and landscaping requirements

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

No one spoke.

Chair Sonier closed the public hearing.

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

Motion by Vice-Chair Taylor, seconded by Commissioner Allen, to recommend approval of the item to City Council. Motion carried unanimously (8-0-0).

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 72.097 ACRES OUT OF THE A.M. ESNAURIZAR GRANT, ABSTRACT NO. 1, FROM APD AH (AGRICULTURAL/PRE-DEVELOPMENT, AIRPORT HAZARD OVERLAY DISTRICT) TO M-1A AH (LIGHT INDUSTRIAL, AIRPORT HAZARD OVERLAY DISTRICT), GENERALLY LOCATED SOUTH OF KOHLENBERG ROAD AND WEST OF FM 1101; 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 M-1A AH (Light Industrial, Airport Hazard Overlay 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 72.097 acres out of the A.M. Esnaurizar Grant, Abstract No. 1, from APD AH (Agricultural/Pre-development, Airport Hazard Overlay District) to M-1A AH (Light Industrial, Airport Hazard Overlay District); and

now, therefore;

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

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by rezoning the following tract of land from APD AH (Agricultural/Pre-development, Airport Hazard Overlay District) to M-1A AH (Light Industrial, Airport Hazard Overlay District):

Approximately 72.097 acres out of the A.M. Esnaurizar Grant, Abstract No. 1, 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

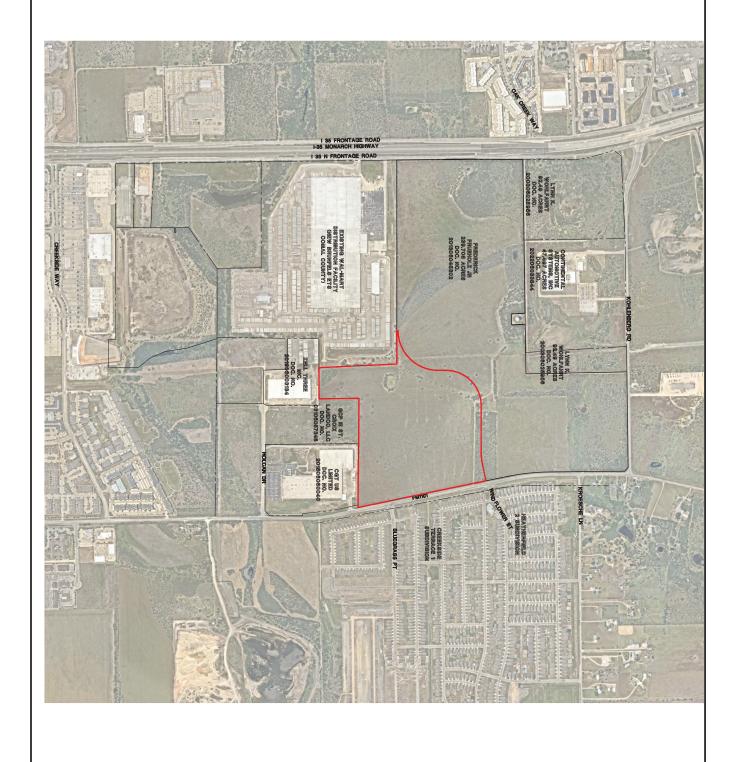
THIS ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this 24th day of November, 2025. **PASSED AND APPROVED:** Second reading this 8th day of December, 2025.

CITY OF NEW BRAUNFELS

ATTEST:	NEAL LINNARTZ, Mayor
GAYLE WILKINSON, City Secretary	
APPROVED AS TO FORM:	
VALERIA M. ACEVEDO, City Attorney	

EXHIBIT "A"





	PROJ. MOS PROJ. MOS DRAWN BY DATE SCALE	FREDERICK FRUEHOLZ, JR ESTATE	
	00_RC 00_RC 09-19-25 1"=400" SHEET	CITY OF NEW BRAUNFELS, TEXAS	
		PROPERTY MAP	



200 400

SCALE: 1"=400'

800

BOUNDARY SURVEY

LEGAL DESCRIPTION

72.097 ACRES OUT OF THE A. M. ESNAURIZAR GRANT, ABSTRACT NO. 1, IN COMAL COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 239.708 ACRE TRACT CONVEYED TO FREDERICK FRUEHOLZ JR. BY EXECUTOR DEED OF RECORD IN DOCUMENT NO. 2013



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	544.87'	88*36'51"	842.70'	S88*52'25"E	761.19
C2	479.93'	90*01'03"	754.02'	S88*44'01"E	678.83
C3	582.68'	10*28'54"	106.59	S49*44'14"E	106.45

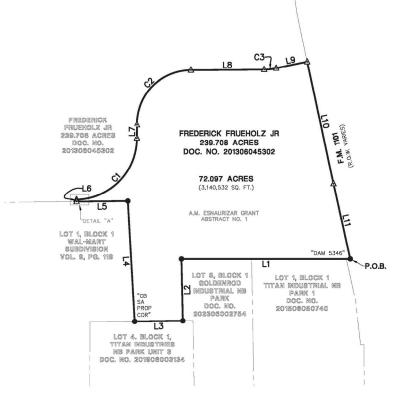
LEGEND

= ADJOINING PROPERTY LINE

FOUND 1/2-INCH IRON ROD

= CALCULATED POINT

P.O.B. = POINT OF BEGINNING



METES & BOUNDS

72.097 ACRES OUT OF THE A. M. ESNAURIZAR GRANT, ABSTRACT NO. 1, IN COMAL COUNTY, TEXAS, BBING A PORTION OF THAT CERTAIN 239.708 ACRE TRACT CONVEYED TO FREDERICK FRUEHOLZ JR, BY EXECUTOR DEED OF RECORD IN DOCUMENT NO. 201360645302, OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, SAID 72.097. ACRE TRACT BEING MORE PARTICULARLY DESCRIBED, BY METES AND BOUNDS AS

BEGINNING, AT A 1/2-INCH IRON ROD WITH "DAM 5346" CAP FOUND IN THE NORTHWEST RIGHT-OF-WAY LINE OF F.M. 1101 (R.O.W. VARIES), FOR THE MOST SOUTHERLY CORNER OF SAID 239.708 ACRE TRACT AND HEREO'S

THENCE, N43'18'51"W, LEAVING SAID NORTHWEST RIGHT-OF-WAY LINE, IN PART ALONG THE NORTHEAST LINE OF LOT 1, BLOCK 1, TITAN INDUSTRIAL NB PARK 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 201506050740, OF SAID OFFICIAL PUBLIC RECORDS, AND IN PART ALONG THE NORTHEAST LINE OF LOT 5, BLOCK 1, GOLDENROD INDUSTRIAL NB PARK, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202306002754, OF SAID OFFICIAL PUBLIC RECORDS, BEING A SOUTHWEST LINE OF SAID 239'708 ACRE TRACT, A DISTANCE OF 1489'12 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHERN MOST CORNER OF SAID LOT 5. FOR AN ANGLE POINT HEREOF:

THENCE, \$45"28"03"W, ALONG THE NORTHWEST LINE OF SAID LOT 5, BEING A SOUTH LINE OF SAID 237-08 ACRE TRACT. A DISTANCE OF 544-81 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTHEAST LINE OF LOT 4, 1000 KI, TITAN INDUSTRIAL NB PARK UNIT 3, A SUBDIMSION OF RECORD IN DOCUMENT NO. 201906003134, OF SAID CHICAL PUBLIC RECORDS, BEING AN ANGLE POINT IN THE NORTHWEST LINE OF SAID LOT 5, FOR THE SOUTHWESTERLY CORNER OF SAID 237-08 ACRE TRACT AND HERCORD.

THENCE, N44'07'35"W, ALONG THE NORTHEAST LINE OF SAID LOT 4, BEING A SOUTHWEST LINE OF SAID 239.708 ACRE TRACT, A DISTANCE OF 424.63 FEET TO A 1/2-INCH IRON ROD WITH "OE SA PROP COR" CAP FOUND AT A SOUTH CORNER OF LOT 1, BLOCK 1, WAL-MART SUBDIVISION, A SUBDIVISION, OF RECORD IN VOLUME 9, PACE 119, PLAT RECORDS OF COMAL COUNTY, TEXAS, FOR THE MOST WESTERLY CORNER HEREOF;

THENCE, LEAVING THE NORTHEAST LINE OF SAID LOT 4, ALONG THE SOUTHEAST LINE AND NORTHEAST LINE OF SAID LOT 1, WAL—MART SLIEDIVISION, BEING A WEST LINE OF SAID 239.708 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1.N43°27'43"E, A DISTANCE OF 1062.76 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EASTERNMOST CORNER OF SAID LOT 1, WAL-MART SUBDIVISION, FOR AN ANGLE POINT;
- 2.N43"52"05"W, A DISTANCE OF 452.70 FEET TO A CALCULATED POINT, FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, LEAVING THE NORTHEAST LINE OF SAID LOT 1, WAL-MART SUBDIVISION, OVER AND ACROSS SAID 239.708 ACRE TRACT. THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1.N46'07'55"E, A DISTANCE OF 17.28 FEET TO A CALCULATED POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
- 2.ALONG SAID CURVE. HAVING A RADIUS OF 544.87 FEET. A CENTRAL ANGLE OF ANDIOS SAID CORVE, INVITOR A MADIOS OF 344-05 FEET, AN CENTRAL ANDIOS AS 88-36-12, AN ARC LENGTH OF 842.70 FEET, AND A CHORD WHICH BEARS S88-32-126-15, A DISTANCE OF 761.19 FEET TO A CALCULATED POINT AT THE POINT OF TANGENCY OF
- 3.N46'49'09"E, A DISTANCE OF 116.83 FEET TO A CALCULATED POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
- 4.ALONG SAID CURVE, HAVING A RADIUS OF 479.93 FEET, A CENTRAL ANGLE OF 90°T103", AN ARC LENGTH OF 754.02 FEET, AND A CHORD WHICH BEARS S88*440"E, A DISTANCE OF 678.85 FEET TO A CALCULATED POINT AT THE POINT OF TANGENCY OF
- 5.S43'43'30"E, A DISTANCE OF 645.93 FEET TO A CALCULATED POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT:
- 6.ALONG SAID CURVE. HAVING A RADIUS OF 582.68 FEET. A CENTRAL ANGLE OF 10"28"54", AN ARC LENGTH OF 106.59 FEET, AND A CHORD WHICH BEARS \$49"44"14"E, A DISTANCE OF 106.45 FEET TO A CALCULATED POINT AT THE POINT OF TANSENCY OF SAID CURVE; AND
- .S54°58'44"E, A DISTANCE OF 279.88 FEET TO A CALCULATED POINT IN SAID NORTHWEST RIGHT—OF—WAY LINE, BEING THE SOUTHEAST LINE OF SAID 239.708 ACRE TRACT, FOR THE MOST EASTERLY CORNER HEREOF;

THENCE, ALONG SAID NORTHWEST RIGHT-OF-WAY LINE, BEING THE SOUTHEAST LINE OF SAID 239.708 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1, S34°32'12"W. A DISTANCE OF 1101.32 FEET TO A CALCULATED POINT, FOR AN ANGLE
- 2.S34'09'30"W, A DISTANCE OF 679.75 FEET TO THE POINT OF BEGINNING, AND CONTAINING 72.097 ACRES (3,140,532 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

- 1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF, NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES, NOT FIELD MEASURED.
- 2. COMPARE THIS PLAT, BENCHMARKS AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
- 3. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD HAVE NOT BEEN SHOWN.
- 4. THIS BOUNDARY SURVEY DOES NOT CONSTITUTE A TITLE SURVEY, AND SHOULD NOT BE

DETAIL "A"

BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RIKNE VIRTUAL REFERENCE NETWORK

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT AN INSPECTION WAS MADE IN AUGUST, 2025 ON THE GROUND OF THE TRACT OF LAND AS SHOWN HEREON AND THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY AND IN GOOD STANDING IN THE STATE OF TEXAS, AND THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY ABILITY.

RICHARD LANTIS RPLS NO. 6908

MANHARD CONSULTING 1120 S CAPITAL OF TEXAS HWY, BLDG 1, STE 210 AUSTIN, TEXAS 78746



SURVEY BRAUNFELS, ACRES BOUNDARY 760. 72 NEW 1101, Ś

781

TEXAS,

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ROJ. MGR.: RL DRAWN BY: TZ SURV. DATE: 08/05/25 ISSUE DATE: 09/22/25 1"=400"

SHEET OF NBTX01.02



City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. Q)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

SUBJECT:

Approval of the second and final reading of an ordinance to amend Chapter 144 Zoning, Subsection 2.1, to align rezoning public notices, protests, and sign requirements with state House Bill (HB) 24

DEPARTMENT: Neighborhood and Community Planning

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

Staff Contact: Dana Moses

(830) 221-4054 | dmoses@newbraunfels.gov

City Council held a public hearing on this item at their November 24, 2025 meeting and approved the first reading of this ordinance unanimously (7-0-0).

House Bill 24 was enacted and signed into law during the 2025 Texas Legislative Session and became effective on September 1, 2025. This new statute revised rezoning notice, protest, voting threshold, and sign requirements for municipalities state-wide. The City of New Braunfels Zoning Ordinance (Chapter 144) must, therefore, be updated to comply with the Texas Local Government Code.

ISSUE:

The City's current Zoning Ordinance references older provisions of the Texas Local Government Code. While state statute always supersedes local ordinances, failure to update local ordinances accordingly can lead to confusion and could affect the perceived validity of future zoning actions.

COMPREHENSIVE PLAN REFERENCE:

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

- Action 1.11: Update policies and codes to achieve development patterns that implement the goals of this plan
- Action 3.6: Proactively provide a regulatory environment that remains business and resident-friendly.

STRATEGIC PLAN REFERENCE:

□ Economic Mobility □ Enhanced Connectivity □ Community Id	entity
⊠Organizational Excellence □Community Well-Being □N/A	

FISCAL IMPACT:

Costs for the new signs are being evaluated to determine if fee modifications will be required.

RECOMMENDATION:

Approval.

The Planning Commission held a public hearing on November 5 2025, and unanimously recommended approval (8-0-0).

RESOURCE LINKS:

HB 24: https://capitol.texas.gov/BillLookup/Text.aspx?LegSess=89R&Bill=HB24

New Braunfels Chapter 144 Zoning:

https://library.municode.com/tx/new braunfels/codes/code of ordinances? nodeId=PTIICOOR CH144ZO ARTIIZOPRAD S144-2.1CHZOAM>

Draft Minutes for the November 5, 2025, Planning Commission Regular Meeting

A) ORD25-373 Public hearing and recommendation to City Council regarding an amendment to Chapter 144 Zoning, Subsection 2.1, to align public notices, protests, and sign requirements with new state statute. (Case Manager: Dana Moses, Planner)

Dana Moses introduced the aforementioned item.

Chair Sonier asked if there were any questions for staff.

No one spoke.

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

No one spoke.

Chair Sonier closed the public hearing.

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

Motion by Commissioner Allsup, seconded by Commissioner Nolte, to recommend approval of the item to City Council. Motion carried unanimously (8-0-0).

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING THE NEW BRAUNFELS CODE OF ORDINANCES, CHAPTER 144 ZONING SECTION 2.1; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; CONTAINING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the Comprehensive Plan, Envision New Braunfels, has multiple action items supporting updates that improve regulations, including Action Items 1.11: Update policies and codes to achieve development patterns that implement the goals of this plan; 3.6: Proactively provide a regulatory environment that remains business and resident-friendly; and

WHEREAS, the City of New Braunfels Strategic Plan has multiple objectives in the Economic Mobility and Organizational Excellence Strategic Priorities supporting updates that improve regulations; and

WHEREAS, the state of Texas enacted HB 24 in 2025 modifying certain rezoning notice and voting procedures requiring the City to update its Zoning Ordinance accordingly; and

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

WHEREAS, the Planning Commission held a public hearing on November 5, 2025, and recommended approval of the proposed amendments; and

WHEREAS, the City Council held a public hearing on said amendments on November 24, 2025; and

WHEREAS, the City Council hereby finds and determines that regularly updating the code for clarification provides improved customer service and is in the best interest of the citizens of New Braunfels.

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

SECTION 1

THAT Chapter 144, Zoning, Article II, Section 2.1 is hereby amended with additions as underlines and deletions as strikeouts as follows:

Chapter 144 – Zoning

ARTICLE II. - ZONING PROCEDURES AND ADMINISTRATION

Sec. 144-2.1. – Changes and zoning amendments.

2.1-2. Procedure before the planning commission.

(a) Public hearing and notification. Public hearing, notification and signage shall be processed in accordance with the provisions of Texas Local Government Code Chapter 211. The planning. commission shall hold a public hearing on all proposed zoning changes and text amendments. Written notices of all such public hearings shall be sent by the planning and community development department to all owners of real property within 200 feet of the property on which the change is proposed. Such notices shall be sent not less than ten days before the day set for hearing to all such owners who have rendered their said property for city taxes as the ownershipappears on the last approved city tax roll. Such notice may be served by depositing the sameproperly addressed and first class postage paid in the city post office. If the property lying within 200 feet of the property proposed for a zoning change is located in territory which was annexed to the city and is not included on the most recently approved city tax roll, notice to such owners shall begiven by publication once in a newspaper of general circulation in the city at least 15 days prior tothe hearing. Notice shall state the time and place of such hearing. In addition to the written and published notification, a zoning pending change sign shall be placed adjacent to each public street or right-of-way abutting the subject property or if the property does not front a public street or rightof way, adjacent to the closest public street or right of way, located in the middle of the frontage, and within three feet of the curb or pavement, or as prescribed by the planning and community development department at the time of application. One sign shall be required for the first 100 feet of frontage of the tract, and, thereafter, one additional sign for every 200 feet of frontage, or fraction thereof, except that not more than three signs shall be required on each roadway frontage. If the tract has less than 200 feet of frontage per roadway, then only one sign is required per road. All signs shall be clearly visible to the public from the adjacent public streets. The applicant shallpost the sign(s) at least 15 days prior to the planning commission's meeting and maintain saidsign(s) in good condition and in place until final action by city council. If the sign(s) is not posted-15 days prior to the planning commission hearing, the applicant's case shall be withdrawn and rescheduled. In the event that a sign(s) is removed from the property or damaged, the applicantshall be responsible for purchasing a replacement sign(s) and installing it immediately. The sign(s) shall be furnished by the city and a fee shall be charged the applicant per appendix D of this Code.

2.1-3. Procedure before City Council.

(b). Protests. Protests shall be processed in accordance with the provisions of Texas Local Government Code Scale Chapter 211. In accordance with the provisions of W.T.S.A.C., Local Government Code Scale 211.006 (commonly referred to as the "20 percent rule" if a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three fourths of all members of the governing body (city council). The protest must be written and signed by the owners of at least 20 percent of either: the area of the lots or land covered by the proposed change; or the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

SECTION 2

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

SECTION 3

THAT all provisions of the Code of Ordinances of the City of New Braunfels not herein amended or repealed shall remain in full force and effect.

SECTION 4

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

SECTION 5

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

SECTION 6

THAT this Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing with the City Secretary's Office.

PASSED AND APPROVED: First reading t	his 24 th day of November 2025.		
PASSED AND APPROVED: Second reading	Second reading this 8 th day of December 2025.		
	CITY OF NEW BRAUNFELS		
	NEAL LINNARTZ, Mayor		
ATTEST:			
GAYLE WILKINSON, City Secretary			
APPROVED AS TO FORM:			
VALERIA M. ACEVEDO, City Attorney			
TALLINA III. AOL I LOO, Only Anomey			



City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda	Item	No.	R)
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PRESENTER:

Bryan V. Ruiz, Neighborhood Services Manager

SUBJECT:

Approval of the second and final reading of an ordinance amending the City's Code of Ordinances, Sec. 6-109, relating to home quarantine of animals

DEPARTMENT: Neighborhood & Community Planning

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

At their meeting on November 24, 2025 City Council voted unanimously to approve the first reading of this code amendment ordinance.

As noted in a summary email to City Council Members on November 12, 2025, currently Chapter 6-109 (b) (6) of the City of New Braunfels Code of Ordinances requires an animal in home quarantine (typically the result of a bite incident) to be observed on the first and last day by a licensed veterinarian. The State of Texas, however, allows the local rabies control authority (the City) or a veterinarian to observe the animal in home quarantine on the first and last day. Staff is recommending amending our local code to be consistent with state statute and surrounding animal control agencies, affording the pet owner the option for municipal observation on the first and last days.

ISSUE:

When a resident is granted home quarantine by our local Animal Welfare Officers, they are required under our local ordinance to have a vet visit for a first and last day check. This can pose a financial concern especially if the pet owner is on a fixed income or does not have consistent transportation. These concerns may have the person question the need to keep the pet, or release to the shelter which then increases the burden on the shelter to house another animal that already had a home.

STRATEGIC PLAN REFERENCE:

□ Economic Mobility □ Enhanced Connec	tivity \square Community Identity
⊠Organizational Excellence ⊠Communit	y Well-Being □N/A

FISCAL IMPACT:

None

RECOMMENDATION:

Benefits of this proposed amendment include:

- Consistency with State Statute: Aligns our ordinance with Texas Health and Safety Code and our benchmark cities.
- **Reduced Financial Burden**: Eliminates the need for two veterinary visits, easing costs for residents on fixed incomes or without reliable transportation.
- Shelter Impact: Helps prevent owner surrenders due to quarantine-related expenses, reducing intake pressure on our shelter.
- Animal Welfare: Minimizes stress for pets by allowing observation in their home environment.

Therefore, staff recommends approval.

The Animal Services Advisory Board recommended approval at their August 2025 meeting.

RESOURCE LINKS:

Chapter 6 Animals, Section 109:

TEXAS ADMINISTRATIVE CODE TITLE 25. HEALTH SERVICES PART I. DEPARTMENT OF STATE HEALTH SERVICES CHAPTER 169. ZOONOSIS CONTROL SUBCHAPTER A. RABIES CONTROL AND ERADICATION

§169.21. Purpose.

The purpose of this subchapter is to protect public health by establishing standardized rules for the control and eradication of rabies in the State of Texas, in accordance with the Texas Health and Safety Code, Chapter 826.

The provisions of this §169.21 adopted to be effective April 1, 1980, 5 TexReg 812; amended to be effective July 12, 1998, 23 TexReg 7224; amended to be effective December 20, 2007, 32 TexReg 9341; amended to be effective March 31, 2013, 38 TexReg 1994

§169.22. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise. Unless defined in this section, all words have definitions as provided in the Texas Health and Safety Code, §826.002.

- (1) Animal--Any mammal, domesticated or wild.
- (2) Assistance animal--An animal that is specially trained or equipped to help a person with a disability and that:
- (A) is used by a person with a disability who has satisfactorily completed a specific course of training in the use of the animal; and
- (B) has been trained by an organization generally recognized by agencies involved in the rehabilitation of persons with disabilities as reputable and competent to provide animals with training of this type.
 - (3) Cat--Any domestic cat, excluding hybrids.
- (4) Confinement--The restriction of an animal to an area, in isolation from other animals and people, except for contact necessary for its care.
 - (5) Currently vaccinated--Vaccinated and satisfying all the following criteria.
- (A) The animal must have been vaccinated against rabies with a vaccine licensed by the United States Department of Agriculture (USDA) for that species at or after the minimum age requirement and using the recommended route of administration for the vaccine.
 - (B) At least 30 days have elapsed since the initial vaccination.

Zoonosis Control – 1/14 Chapter 826 Rules - 1

veterinarian. Drinking bottles may be used for animals acclimated to their use. Domestic ferrets shall have fresh, clean water accessible at all times, provided in drinking bottles of appropriate size to maintain a fresh supply. Water receptacles shall be kept clean and sanitary.

(d) Sanitation.

- (1) Cleaning of primary enclosures. Excreta shall be removed from primary enclosures as often as necessary to prevent contamination of the inhabitants, but not less than daily.
- (2) Sanitation of primary enclosures. Cages, rooms, and pens shall be maintained in a sanitary condition.
 - (3) Building and premises. Building and premises shall be kept clean.
- (e) Pest Control. A regular program for the control of insects, ectoparasites, and other pests shall be established and maintained. The facility shall be free of visible signs of rodents and keep other vermin infestations to a minimum at all times. Each pesticide must be used in accordance with its manufacturer's label instructions.
- (f) Outdoor facilities are acceptable under this section provided those facilities meet all the requirements of this section.
- (g) This section applies to all animal shelters located in counties with a population of 75,000 or greater as required by the Texas Health and Safety Code, Chapter 823, and to all quarantine or impoundment facilities regardless of county population.

The provisions of this §169.26 adopted to be effective April 1, 1980, 5 TexReg 812; amended to be effective February 22, 1993, 18 TexReg 845; amended to be effective February 21, 1996, 21 TexReg 963; amended to be effective August 21, 1996, 21 TexReg 7660; amended to be effective July 12, 1998, 23 TexReg 7224; amended to be effective February 18, 2003, 28 TexReg 1389; amended to be effective July 21, 2004, 29 TexReg 6936; amended to be effective December 20, 2007, 32 TexReg 9341; amended to be effective March 31, 2013, 38 TexReg 1994

§169.27. Quarantine Method and Testing.

- (a) When a dog, cat, or domestic ferret that has bitten a human has been identified, the custodian will place the animal (regardless of its vaccination status) in quarantine as defined in the Texas Health and Safety Code, §826.002, until the end of the 10-day observation period. The animal must also be quarantined if there is probable cause to believe that it has otherwise exposed a human to rabies. The observation period will begin at the time of the exposure. The animal must be placed in a department-licensed quarantine facility specified by the local rabies control authority and observed at least twice daily. However, the local rabies control authority may allow the animal to be quarantined in a veterinary clinic. As an alternative to quarantine at a department-licensed facility or a veterinary clinic, the local rabies control authority may allow home confinement. To allow home confinement, the following criteria must be met.
- (1) A secure enclosure approved by the local rabies control authority must be used to prevent escape.

- (2) The animal has been vaccinated against rabies and the time elapsed since the most recent vaccination has not exceeded the manufacturer recommendations for the vaccine. If an unvaccinated animal is not over 16 weeks of age at the time of the potential exposure, it may be allowed home confinement.
- (3) During the confinement period, the animal's custodian must monitor the animal's behavior and health status and immediately notify the local rabies control authority if any change is noted.
- (4) The local rabies control authority or a veterinarian must observe the animal at least on the first and last days of the home confinement.
- (5) The animal was not a stray as defined in the Texas Health and Safety Code, §826.002, at the time of the potential exposure.
- (b) If the potential rabies exposure described in subsection (a) of this section occurs in a city or county other than where the animal's custodian resides, the animal may be transferred to a department-licensed quarantine facility or a veterinary clinic in the city or county of the custodian's residence or allowed home confinement, if applicable, if there is mutual agreement to do so between the local rabies control authorities for the city or county where the exposure occurred and where the custodian resides.
- (c) The alternative to quarantining (to include home confining) a dog, cat, or domestic ferret that has bitten or otherwise potentially exposed a person to rabies as described in subsection (a) of this section is to have the animal euthanatized in such a manner that the brain is not damaged and a suitable specimen submitted to a department-designated laboratory for rabies testing. A list of department-designated laboratories may be found on the department's website or may be obtained from any of the department's regional Zoonosis Control offices.
- (d) A domestic animal that has potentially exposed a human to rabies and has been designated by the local rabies control authority as unowned may be euthanatized. If the animal is euthanatized, a suitable specimen shall be submitted for rabies testing.
- (e) "Free-roaming animals" as used in this section includes animals that have been in captivity less than 200 days immediately prior to the potential exposure and those that are not in captivity. If the animal implicated in the potential exposure is a free-roaming high-risk animal, it shall be euthanatized and a suitable specimen submitted for rabies testing. If the animal implicated in the potential exposure is a high-risk animal that has been in captivity without contact with free-roaming animals for 200 days or more immediately prior to the potential exposure or is less than 200 days old, has always been in captivity without contact with free-roaming animals, and is the progeny of a dam that has been in captivity without contact with free-roaming animals for 200 days or more immediately prior to the potential exposure, the local rabies control authority shall conduct a risk assessment to gauge the probability that the animal could have been exposed to rabies and, therefore, poses a public health risk. If the probability that the animal implicated in the potential exposure could have had animal contact conducive to rabies transmission is low and the potential exposure poses a negligible public health risk, the local rabies control authority may require that the animal involved in the potential exposure be quarantined at a department-licensed quarantine

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 6, ANIMALS, ARTICLE V, TO UPDATE RABIES QUARANTINE PROVISIONS; REPEALING ALL LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

Whereas, the City Council of the City of New Braunfels, Texas finds that these regulations are a proper exercise of its authority as a home-rule municipality, and further finds that these amendments are necessary to protect the health and safety of its citizens.

Whereas, the City Council of the City of New Braunfels, Texas, as authorized under the Texas Local Government Code, has adopted and employed ordinances establishing the New Braunfels Animal Services Advisory Board; and

Whereas, the City Council amends its ordinances from time to time to ensure they are achieving community and citizen goals; and

Whereas, the City Council has directed that ordinance dealing with the care of pets be reviewed by the Animal Services Advisory Board to make recommendations concerning improving those regulations; and

Whereas, the Animal Services Advisory Board at a public meeting on August 20, 2025 recommended approval of the proposed amendments; and

Whereas, the City Council heard a presentation and held a public hearing on this topic at their DATE meeting at which time they directed staff to bring forward for consideration amendments that would update the local ordinances and address citizen concerns; and

Whereas, the City Council considered the first reading on said amendments on November 24, 2025, and a second reading on December 8, 2025.

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

<u>SECTION1:</u> That the Code of Ordinances, Chapter 6-Animals, Article V be amended as indicated below:

ARTICLE V. RABIES CONTROL

Sec. 6-109. Quarantine method and testing.

(a) Animals quarantined at a veterinary clinic shall be observed by a licensed veterinarian at least on the first and last days of the quarantine period. If the veterinarian determines that the animal has clinical signs of the

disease of rabies, the animal shall be humanely euthanized, and the head or brain submitted for testing. If the veterinarian determines that the animal does not exhibit the clinical signs of the disease of rabies, the <u>local</u> rabies control <u>authority officer</u> shall provide a form to the veterinarian for <u>his their</u> signature certifying that the animal has been found to be free of the clinical signs of rabies at the end of the quarantine period. This form shall be returned to the <u>local</u> rabies control <u>authority</u> officer at the end of the quarantine period.

- (b) The owner of the animal to be quarantined may request permission from the <u>local</u> rabies control <u>authority</u> officer for home quarantine if the following criteria can be met:
 - (1) Secure facilities must be available at the home of the animal's owner and must be approved by the local rabies control authority officer.
 - (2) The animal is currently vaccinated against rabies and possesses a current city registration (if the licensing requirement of this chapter is applicable).
 - (3) The animal was not in violation of any laws or ordinances at the time of the incident.
 - (4) The bite or scratch incident was a provoked attack.
 - (5) The animal welfare officer must approve the granting of a home quarantine if all other requirements have been met. The approval must be in writing on a form provided by the <u>local</u> rabies control <u>authority officer</u>.
 - (6) A licensed veterinarian or Animal Welfare Officer must observe the animal at least on the first and last days of the quarantine period. For the first observation, the animal will be transported by the animal welfare officer or the owner to the local veterinarian chosen by the owner, and then returned to the location of the home quarantine by the animal welfare officer or the owner after the observation. If the animal becomes ill during the home quarantine period, the veterinarian and the local rabies control authority officer must be notified by the person having possession of the animal. At the end of the observation period the owner shall transport the animal by direct route to the veterinarian for the final observation. Both observations by the veterinarian may be made at the location of the home quarantine if requested by the owner or required by the rabies control officer. The release from quarantine must be accomplished in writing.
 - (7) The owner shall be responsible for paying all rabies observation fees to the veterinarian.
 - (8) It shall be unlawful to violate the provisions and conditions of the home quarantine as required by the local rabies control authority officer. If the owner of the animal fails to abide by all provisions and conditions required by the local rabies control authority officer when the home quarantine was granted and the animal is found in violation of such conditions, the animal shall be immediately impounded and quarantined for the remainder of the observation period at an approved veterinary facility at the owner's expense.
- (c) No dog or cat shall be released from quarantine unless:
 - (1) The owner has an unexpired rabies vaccination certificate and registration for the animal (if the registration requirement is applicable); or
 - (2) The animal is vaccinated against rabies by a licensed veterinarian at the owner's expense and a registration, if required, is obtained at the owner's expense from the veterinarian.
- (d) No wild animal will be placed in quarantine. All wild animals involved in biting incidents will be humanely euthanized in such a manner that the brain is not mutilated. The brain shall be submitted to a state department of health certified laboratory for rabies diagnosis.

(Code 1961, § 3-24)

State law reference(s)—Release or disposition of quarantined animal, V.T.C.A., Health and Safety Code § 826.043.

<u>SECTION 2:</u> This Ordinance shall be and is hereby declared to be cumulative to all other ordinances of the City of New Braunfels relating to animals within the City of New Braunfels, and same shall not operate to repeal or affect any such ordinance or ordinances except insofar as the provisions of such ordinance or ordinances are inconsistent or in conflict with the provisions of this Ordinance, in which instance or instances those provisions shall be and they are hereby repealed.

<u>SECTION 3:</u> That if any provisions of this Ordinance shall be held void, illegal, or unconstitutional, it is hereby provided that all other parts of the same which are not held void, illegal or unconstitutional shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE AND PUBLICATION:

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This Ordinance shall become adopted upon its second reading, signature, and filing with the City Secretary's Office; however, it will not take effect until it has been 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: FI	rst reading this day of	, 2025.
PASSED AND APPROVED: Se	econd reading this day of	, 2025.
	CITY OF NEW BRAUNFELS,	ΓEXAS
	NEAL LINNARTZ, Mayor	
ATTEST:	, ,	
Gayle Wilkinson, City Secretary		
APPROVED AS TO FORM:		
Valeria M. Acevedo, City Attorney		



City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. S)

PRESENTER:

Nathan Brown, Senior Assistant City Attorney

SUBJECT:

Approval of the second and final reading of an ordinance amending the New Braunfels Code of Ordinances, Chapter 2, Sections 2-101 and 2-102, and Chapter 130-406, changing the membership criteria and composition of the Water/Wastewater Impact Fee Advisory Committee to comply with S.B. 1883.

DEPARTMENT: City Attorney's Office

COUNCIL DISTRICTS IMPACTED: All districts

BACKGROUND INFORMATION:

City Council unanimously approved the first reading of this ordinance on November 24, 2025. Senate Bill 1883, adopted during the 89th Regular Legislative Session, amended membership requirements and criteria for impact fee advisory committees in Chapter 395, Local Government Code. Chapter 395 now requires that not less than 50 percent of the membership of an advisory committee be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.

ISSUE:

These ordinance sections should be amended to bring the membership criteria and composition of the Water/Wastewater Impact Fee Advisory Committee into compliance with the requirements of Local Government Code Chapter 395 as amended by Senate Bill 1883 and to distinguish the Water/Wastewater Impact Fee Advisory Committee from the Roadway Impact Fee Advisory Committee.

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends approval of this ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS AMENDING CHAPTER 2, SECTIONS 2-101 AND 2-102, AND CHAPTER 130-406, CHANGING THE MEMBERSHIP CRITERIA AND COMPOSITION OF THE WATER/WASTEWATER IMPACT FEE ADVISORY COMMITTEE TO COMPLY WITH S.B. 1883; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of New Braunfels has established a Water/Wastewater Impact Fee Advisory Committee created pursuant to Chapter 395, Texas Local Government Code; and

WHEREAS, Senate Bill 1883 adopted during the 89th regular legislative session amended Texas Local Government Code Chapter 395 and was effective September 1, 2025; and

WHEREAS, the ordinance setting forth the membership criteria and composition of the Water/Wastewater Impact Fee Advisory Committee must be changed in order to comply with state law as amended by Senate Bill 1883.

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, Section 2-101 is hereby amended as follows with underlined font indicating added language and strikethrough font indicating deleted language:

Sec. 2-101. Established; composition.

There is here and now established a committee to be known as the New Braunfels <u>Water/Wastewater</u> Impact Fee Advisory Committee (the "advisory committee"), which shall be under the jurisdiction of New Braunfels Utilities. The planning commission of the city as expanded hereby shall act as the advisory committee. The planning commission when it acts as the <u>The</u> advisory committee shall be comprised of the following <u>nine</u> members: The nine members of such commission as appointed by the city council pursuant to section 10.01 of the Charter and four ad hoe members, being the mayor, general manager the chief executive officer of New Braunfels Utilities, the president of the board of trustees of New Braunfels Utilities and one representative who resides in the extraterritorial jurisdiction of the city; and. The planning commission when it acts as the advisory committee must include at least one representative five members, consisting of representatives of the real estate, development or building industry who is are not an employee employees or official officials of a political subdivision or governmental entity, including New Braunfels Utilities. The ad hoe member of the planning commission when it acts as the advisory committee who resides in the extraterritorial jurisdiction Each member shall be appointed by a majority vote of the city council for a term of three years. <u>Vacancies for any reason other than the expiration of a committee member's expired term shall be filled only for the unexpired term of the vacancy and upon a majority vote of the city council.</u>

(Ord. No. 93-44, § I, 11-22-93)

SECTION 2. Amendment.

That City of New Braunfels Code of Ordinances, Section 2-102 is hereby amended as follows with underlined font indicating added language and strikethrough font indicating deleted language:

Sec. 2-102. Criteria for appointment of members.

In determining the criteria for appointment to the <u>Water/Wastewater Impact Fee Advisory Committee</u> impact fee advisory committee, the city council shall consider individuals who have shown an interest in guiding the city's impact fee development as mandated by V.T.C.A., Local Government Code § 395.001 et seq., and chapter 130, article VI, of this Code, where such individuals reside, and whether or not such individuals can represent the real estate, development or building industry.

(Ord. No. 93-44, § I, 11-22-93)

SECTION 3. Amendment.

That City of New Braunfels Code of Ordinances, Section 130-406 is hereby amended as follows with underlined font indicating added language and strikethrough font indicating deleted language:

Sec. 130-406. <u>Water/Wastewater Impact Fee Advisory Committee</u>, functions.

- (a) The <u>eity has appointed an impact fee advisory committee</u> <u>City Council shall appoint the Water/Wastewater Impact Fee Advisory Committee</u> (the "advisory committee") in accordance with the provisions of the Act.
- (b) The functions of the advisory committee are those set forth in the Act, or any successor statute, and shall include the following:
 - (1) Advise and assist the city in adopting land use assumptions;
 - (2) Review the capital improvements plan regarding water and wastewater capital improvements and file written comments thereon;
 - (3) Monitor and evaluate implementation of the capital improvements program;
 - (4) Advise the city of the need to update or revise the land use assumptions, capital improvements program and impact fees; and
 - (5) File semiannual reports evaluating the progress of NBU in achieving the capital improvements plans and identifying any problems in implementing the plans or administering the impact fees.
- (c) The city or NBU shall make available to the advisory committee any professional reports prepared in the development or implementation of the capital improvements plan.
- (d) The city council shall adopt procedural rules for the advisory committee to follow in carrying out its duties. (Ord. No. 2022-83, § 2, 11-14-22)

SECTION 4: Repealer.

All provisions of the New Braunfels Code of Ordinances, or other ordinances, whether codified or uncodified, 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 uncodified, not in conflict with the provisions of the ordinance shall remain in full force and effect.

SECTION 5: 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 6: 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 7: 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 24th day of November, 2025.

PASSED AND APPROVED: Second reading this 8th day of December, 2025.

	CITY OF NEW BRAUNFELS
	NEAL LINNARTZ, Mayor
ATTEST:	
GAYLE WILKINSON, City Secretary	
APPROVED AS TO FORM:	
VALERIA M. ACEVEDO, City Attorney	

- 1 AN ACT
- 2 relating to the approval of land use assumptions, capital
- 3 improvement plans, and impact fees.
- 4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:
- 5 SECTION 1. Section 395.043, Local Government Code, is
- 6 amended to read as follows:
- 7 Sec. 395.043. INFORMATION ABOUT LAND USE ASSUMPTIONS AND
- 8 CAPITAL IMPROVEMENTS PLAN AVAILABLE TO PUBLIC. At least 60 days [On
- 9 or before the date of the first publication of the notice of the
- 10 hearing on the land use assumptions and capital improvements plan,
- 11 the political subdivision shall make available to the public its
- 12 land use assumptions, the time period of the projections, and a
- 13 description of the capital improvement facilities that may be
- 14 proposed.
- 15 SECTION 2. Section 395.051(a), Local Government Code, is
- 16 amended to read as follows:
- 17 (a) The political subdivision, within 30 days after the date
- 18 of the public hearing on the imposition of an impact fee, shall
- 19 approve or disapprove the imposition of an impact fee. Approval of
- 20 the imposition of an impact fee by a political subdivision requires
- 21 an affirmative vote of two-thirds of the members of the governing
- 22 body of the political subdivision.
- SECTION 3. Subchapter C, Chapter 395, Local Government
- 24 Code, is amended by adding Section 395.0515 to read as follows:

- 1 Sec. 395.0515. LIMITATION ON IMPACT FEE INCREASE. A 2 political subdivision may not increase the amount of an impact fee for three years from the later of the date the fee was adopted or 3 most recently increased, if applicable. Nothing in this section 4 prohibits the political subdivision from implementing an impact fee 5 collection schedule that allows less than the maximum adopted 6 7 impact fee to be collected or phased in up to the maximum adopted impact fee for a period not to exceed ten years, as authorized by 8
- 10 SECTION 4. Section 395.053, Local Government Code, is 11 amended to read as follows:

9

this chapter.

- Sec. 395.053. HEARING ON UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. The governing body of the political subdivision shall, within 120 [60] days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.
- 18 SECTION 5. Section 395.054, Local Government Code, is 19 amended to read as follows:
- Sec. 395.054. HEARING ON ТО 20 AMENDMENTS LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. 21 A public hearing must be held by the governing body of the political 22 subdivision to discuss the proposed ordinance, order, or resolution 23 amending land use assumptions, the capital improvements plan, or 24 25 the impact fee. At least 60 days [On or] before the date of the first publication of the notice of the hearing on the amendments, 26 27 the land use assumptions and the capital improvements plan,

- 1 including the amount of any proposed amended impact fee per service
- 2 unit, shall be made available to the public.
- 3 SECTION 6. Section 395.058(b), Local Government Code, is
- 4 amended to read as follows:
- 5 (b) The advisory committee is composed of not less than five
- 6 members who shall be appointed by a majority vote of the governing
- 7 body of the political subdivision. Not less than 50 [40] percent of
- 8 the membership of the advisory committee must be representatives of
- 9 the real estate, development, or building industries who are not
- 10 employees or officials of a political subdivision or governmental
- 11 entity. [If the political subdivision has a planning and zoning
- 12 commission, the commission may act as the advisory committee if the
- 13 commission includes at least one representative of the real estate,
- 14 development, or building industry who is not an employee or
- 15 official of a political subdivision or governmental entity. If no
- 16 such representative is a member of the planning and zoning
- 17 commission, the commission may still act as the advisory committee
- 18 if at least one such representative is appointed by the political
- 19 subdivision as an ad hoc voting member of the planning and zoning
- 20 commission when it acts as the advisory committee. If the impact
- 21 fee is to be applied in the extraterritorial jurisdiction of the
- 22 political subdivision, the membership must include a
- 23 representative from that area.
- SECTION 7. Subchapter C, Chapter 395, Local Government
- 25 Code, is amended by adding Section 395.059 to read as follows:
- Sec. 395.059. INDEPENDENT FINANCIAL AUDIT. (a) Before a
- 27 political subdivision may increase an existing impact fee or adopt

- 1 a new impact fee for a service area where an impact fee had
- 2 previously been adopted, the political subdivision must conduct an
- 3 independent financial audit in accordance with this section.
- 4 (b) An independent financial audit conducted under this
- 5 section must be performed by an independent auditor who:
- 6 (1) is a certified public accountant or public
- 7 accountant licensed by the Texas State Board of Public Accountancy;
- 8 and
- 9 (2) is not, and has not been during the 12 months
- 10 preceding the commencement of the audit, under contract to provide
- 11 any other service to the political subdivision or a related entity
- 12 of the political subdivision.
- 13 (c) An independent financial audit conducted under this
- 14 section must provide, if applicable, a detailed accounting of:
- 15 (1) the amount of funds collected from any impact fee
- 16 imposed by the political subdivision in the service area;
- 17 (2) the amount of interest accumulated under Section
- 18 395.025 on impact fees collected by the political subdivision in
- 19 the service area;
- 20 (3) any proposed capital improvements or facility
- 21 expansions to be financed from an impact fee collected by the
- 22 political subdivision in the service area that were not
- 23 constructed, as described by Section 395.025, including the
- 24 <u>categories of each improvement and expansion;</u>
- 25 (4) the amount of funds collected from impact fees by
- 26 the political subdivision in the service area that have not been
- 27 spent;

- 1 (5) each impact fee collected by the political
- 2 <u>subdivision in the service area;</u>
- 3 (6) the allocation of each impact fee made to the
- 4 political subdivision in the service area;
- 5 (7) any waived impact fees in the service area under
- 6 Section 395.016(g);
- 7 (8) any requested refunds of impact fees in the
- 8 <u>service area under Section 395.025;</u>
- 9 (9) any impact fees in the service area refunded under
- 10 Section 395.025; and
- 11 (10) any errors or omissions of credits in impact fee
- 12 <u>calculations for impact fees in the service area.</u>
- 13 (d) An independent financial audit conducted under this
- 14 section must be submitted to the political subdivision and advisory
- 15 committee described by Section 395.058. Before the political
- 16 subdivision may increase an existing impact fee or adopt a new
- 17 impact fee for a service area where an impact fee had previously
- 18 been adopted, the political subdivision must hold a public hearing
- 19 on the results of the audit received under this subsection.
- 20 (e) A political subdivision shall make available to the
- 21 public on the political subdivision's Internet website an
- 22 applicable independent financial audit at least 30 days before:
- 23 (1) the publication of notice required under Section
- 24 <u>395.044; and</u>
- 25 (2) the adoption of an order as required under Section
- 26 395.053.
- 27 (f) A political subdivision may use money collected from an

- 1 impact fee to conduct an audit required under this section.
- 2 SECTION 8. Section 395.077, Local Government Code, is
- 3 amended by adding Subsection (f) to read as follows:
- 4 (f) The attorney general may bring an action on behalf of a
- 5 property owner to contest an impact fee or to recover a refund for
- 6 an impact fee under Section 395.025.
- 7 SECTION 9. Section 395.078, Local Government Code, is
- 8 repealed.
- 9 SECTION 10. Section 395.059, Local Government Code, as
- 10 added by this Act, applies only to a new impact fee or an increase to
- 11 an existing impact fee adopted on or after the effective date of
- 12 this Act.
- 13 SECTION 11. Sections 395.043 and 395.054, Local Government
- 14 Code, as amended by this Act, apply only to a land use assumption,
- 15 capital improvement plan, or impact fee that is the subject of a
- 16 public hearing required to be held by Section 395.042 or 395.053 of
- 17 that code, as applicable, that is held on or after the 90th day
- 18 after the effective date of this Act. A land use assumption,
- 19 capital improvement plan, or impact fee subject to a public hearing
- 20 that is held before the 90th day after the effective date of this
- 21 Act is governed by the law in effect immediately before the
- 22 effective date of this Act, and the former law is continued in
- 23 effect for that purpose.
- SECTION 12. Section 395.051(a), Local Government Code, as
- 25 amended by this Act, applies only to the approval of the imposition
- 26 of an impact fee on or after the effective date of this Act.
- 27 SECTION 13. Section 395.0515, Local Government Code, as

- 1 added by this Act, applies only to the increase of the amount of an
- 2 impact fee that is adopted on or after the effective date of this
- 3 Act.
- 4 SECTION 14. This Act takes effect September 1, 2025.

S	R	Nο	1883

President of the Senate	Speaker of the House
I hereby certify that S	S.B. No. 1883 passed the Senate on
April 23, 2025, by the following	ng vote: Yeas 26, Nays 5; and that
the Senate concurred in House	amendments on May 21, 2025, by the
following vote: Yeas 26, Nays 5	5.
	Secretary of the Senate
I hereby certify that S.	.B. No. 1883 passed the House, with
amendments, on May 16, 2025,	by the following vote: Yeas 87,
Nays 32, one present not voting	
	Chief Clerk of the House
Approved:	
Date	-
	_
Governor	



City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. T)

PRESENTER:

Nathan Brown, Senior Assistant City Attorney

SUBJECT:

Approval of the second and final reading of an ordinance amending the New Braunfels Code of Ordinances, Chapter 100-20, changing the membership criteria and composition of the Roadway Impact Fee Advisory Committee to comply with S.B. 1883.

DEPARTMENT: City Attorney's Office

COUNCIL DISTRICTS IMPACTED: All districts

BACKGROUND INFORMATION:

City Council unanimously approved the first reading of this ordinance on November 24, 2025. Senate Bill 1883, adopted during the 89th Regular Legislative Session, amended membership requirements and criteria for impact fee advisory committees in Chapter 395, Local Government Code. Chapter 395 now requires that not less than 50 percent of the membership of an advisory committee be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.

ISSUE:

This should be amended to bring the membership criteria and composition of the Roadway Impact Fee Advisory Committee into compliance with the requirements of Local Government Code Chapter 395 as amended by Senate Bill 1883.

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends approval of this ordinance.

ORDINANCE NO. 2025-	
---------------------	--

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS AMENDING SECTION 100-20, CHANGING THE MEMBERSHIP CRITERIA AND COMPOSITION OF THE ROADWAY IMPACT FEE ADVISORY COMMITTEE TO COMPLY WITH S.B. 1883; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of New Braunfels has established a Roadway Impact Fee Advisory Committee created pursuant to Chapter 395, Texas Local Government Code; and

WHEREAS, Senate Bill 1883 adopted during the 89th regular legislative session amended Texas Local Government Code Chapter 395 and was effective September 1, 2025; and

WHEREAS, the ordinance setting forth the membership criteria and composition of the Roadway Impact Fee Advisory Committee must be changed in order to comply with state law as amended by Senate Bill 1883.

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, Section 100-20 is hereby amended as follows with underlined font indicating added language and strikethrough font indicating deleted language:

Sec. 100-20. Advisory committee Roadway Impact Fee Advisory Committee.

- (a) Effective April 1, 2007, the planning commission shall serve as the roadway impact fee advisory committee

 The Roadway Impact Fee Advisory Committee ("advisory committee") shall consist of seven persons
 appointed by a majority vote of the City Council. At least four advisory committee members shall be
 representatives of the real estate, development, or building industry who are not employees or officials of a
 political subdivision or governmental entity. The Mayor and City Manager, or City Manager's designee, shall
 serve as members of the advisory committee.
- (b) Each appointed member of the advisory committee shall be appointed for a term of three years, Vacancies for any reason other than the expiration of a committee member's expired term shall be filled only for the unexpired term of the vacancy and in accordance with subsection (a), above.
- (b)(c) The functions of the advisory committee are those set forth in V.T.C.A., Local Government Code ch. 395, as amended, or any successor.
- (c)(d) The city shall make available to the advisory committee any professional reports prepared in the development or implementation of the roadway improvements plan.
- (d)(e) The advisory committee shall adopt procedural rules for carrying out its duties.

(Ord. No. 2013-69, § 1(Att. A), 11-11-13)

SECTION 2: Repealer.

All provisions of the New Braunfels Code of Ordinances, or other ordinances, whether codified or uncodified, 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 uncodified, 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 24th day of November, 2025.

PASSED AND APPROVED: Second reading this 8th day of December, 2025.

	CITY OF NEW BRAUNFELS
	NEAL LINNARTZ, Mayor
ATTEST:	
GAYLE WILKINSON, City Secretary	
APPROVED AS TO FORM:	
VALERIA M. ACEVEDO, City Attorney	

- 1 AN ACT relating to the approval of land use assumptions, capital 2 3 improvement plans, and impact fees. BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS: Δ SECTION 1. Section 395.043, Local Government Code, 5 is 6 amended to read as follows: Sec. 395.043. INFORMATION ABOUT LAND USE ASSUMPTIONS AND 7 CAPITAL IMPROVEMENTS PLAN AVAILABLE TO PUBLIC. At least 60 days [On 8 or] before the date of the first publication of the notice of the 9 10 hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its 11 12 land use assumptions, the time period of the projections, and a 13 description of the capital improvement facilities that may be 14 proposed. 15 SECTION 2. Section 395.051(a), Local Government Code, amended to read as follows: 16
- 17 (a) The political subdivision, within 30 days after the date
 18 of the public hearing on the imposition of an impact fee, shall
 19 approve or disapprove the imposition of an impact fee. Approval of
 20 the imposition of an impact fee by a political subdivision requires
 21 an affirmative vote of two-thirds of the members of the governing
 22 body of the political subdivision.
- 23 SECTION 3. Subchapter C, Chapter 395, Local Government 24 Code, is amended by adding Section 395.0515 to read as follows:

- 1 Sec. 395.0515. LIMITATION ON IMPACT FEE INCREASE. A 2 political subdivision may not increase the amount of an impact fee for three years from the later of the date the fee was adopted or 3 most recently increased, <u>if applicable</u>. <u>Nothing in this section</u> 4 prohibits the political subdivision from implementing an impact fee 5 collection schedule that allows less than the maximum adopted 6 7 impact fee to be collected or phased in up to the maximum adopted impact fee for a period not to exceed ten years, as authorized by 8 9 this chapter.
- 10 SECTION 4. Section 395.053, Local Government Code, is 11 amended to read as follows:
- Sec. 395.053. HEARING ON UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. The governing body of the political subdivision shall, within 120 [60] days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.
- 18 SECTION 5. Section 395.054, Local Government Code, is 19 amended to read as follows:
- Sec. 395.054. HEARING ON ТО 20 AMENDMENTS LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. 21 A public hearing must be held by the governing body of the political 22 subdivision to discuss the proposed ordinance, order, or resolution 23 amending land use assumptions, the capital improvements plan, or 24 25 the impact fee. At least 60 days [On or] before the date of the first publication of the notice of the hearing on the amendments, 26 27 the land use assumptions and the capital improvements plan,

- 1 including the amount of any proposed amended impact fee per service
- 2 unit, shall be made available to the public.
- 3 SECTION 6. Section 395.058(b), Local Government Code, is
- 4 amended to read as follows:
- 5 (b) The advisory committee is composed of not less than five
- 6 members who shall be appointed by a majority vote of the governing
- 7 body of the political subdivision. Not less than $\underline{50}$ [40] percent of
- 8 the membership of the advisory committee must be representatives of
- 9 the real estate, development, or building industries who are not
- 10 employees or officials of a political subdivision or governmental
- 11 entity. [If the political subdivision has a planning and zoning
- 12 commission, the commission may act as the advisory committee if the
- 13 commission includes at least one representative of the real estate,
- 14 development, or building industry who is not an employee or
- 15 official of a political subdivision or governmental entity. If no
- 16 such representative is a member of the planning and zoning
- 17 commission, the commission may still act as the advisory committee
- 18 if at least one such representative is appointed by the political
- 19 subdivision as an ad hoc voting member of the planning and zoning
- 20 commission when it acts as the advisory committee.] If the impact
- 21 fee is to be applied in the extraterritorial jurisdiction of the
- 22 political subdivision, the membership must include a
- 23 representative from that area.
- SECTION 7. Subchapter C, Chapter 395, Local Government
- 25 Code, is amended by adding Section 395.059 to read as follows:
- Sec. 395.059. INDEPENDENT FINANCIAL AUDIT. (a) Before a
- 27 political subdivision may increase an existing impact fee or adopt

- 1 a new impact fee for a service area where an impact fee had
- 2 previously been adopted, the political subdivision must conduct an
- 3 independent financial audit in accordance with this section.
- 4 (b) An independent financial audit conducted under this
- 5 section must be performed by an independent auditor who:
- 6 (1) is a certified public accountant or public
- 7 accountant licensed by the Texas State Board of Public Accountancy;
- 8 and
- 9 (2) is not, and has not been during the 12 months
- 10 preceding the commencement of the audit, under contract to provide
- 11 any other service to the political subdivision or a related entity
- 12 of the political subdivision.
- 13 (c) An independent financial audit conducted under this
- 14 section must provide, if applicable, a detailed accounting of:
- 15 (1) the amount of funds collected from any impact fee
- 16 imposed by the political subdivision in the service area;
- 17 (2) the amount of interest accumulated under Section
- 18 395.025 on impact fees collected by the political subdivision in
- 19 the service area;
- 20 (3) any proposed capital improvements or facility
- 21 expansions to be financed from an impact fee collected by the
- 22 political subdivision in the service area that were not
- 23 constructed, as described by Section 395.025, including the
- 24 categories of each improvement and expansion;
- 25 (4) the amount of funds collected from impact fees by
- 26 the political subdivision in the service area that have not been
- 27 spent;

- 1 (5) each impact fee collected by the political
- 2 <u>subdivision in the service area;</u>
- 3 (6) the allocation of each impact fee made to the
- 4 political subdivision in the service area;
- 5 (7) any waived impact fees in the service area under
- 6 Section 395.016(g);
- 7 (8) any requested refunds of impact fees in the
- 8 <u>service area under Section 395.025;</u>
- 9 (9) any impact fees in the service area refunded under
- 10 Section 395.025; and
- 11 (10) any errors or omissions of credits in impact fee
- 12 <u>calculations for impact fees in the service area.</u>
- 13 (d) An independent financial audit conducted under this
- 14 section must be submitted to the political subdivision and advisory
- 15 committee described by Section 395.058. Before the political
- 16 subdivision may increase an existing impact fee or adopt a new
- 17 impact fee for a service area where an impact fee had previously
- 18 been adopted, the political subdivision must hold a public hearing
- 19 on the results of the audit received under this subsection.
- 20 (e) A political subdivision shall make available to the
- 21 public on the political subdivision's Internet website an
- 22 applicable independent financial audit at least 30 days before:
- 23 (1) the publication of notice required under Section
- 24 <u>395.044; and</u>
- 25 (2) the adoption of an order as required under Section
- 26 395.053.
- 27 (f) A political subdivision may use money collected from an

- 1 impact fee to conduct an audit required under this section.
- 2 SECTION 8. Section 395.077, Local Government Code, is
- 3 amended by adding Subsection (f) to read as follows:
- 4 (f) The attorney general may bring an action on behalf of a
- 5 property owner to contest an impact fee or to recover a refund for
- 6 an impact fee under Section 395.025.
- 7 SECTION 9. Section 395.078, Local Government Code, is
- 8 repealed.
- 9 SECTION 10. Section 395.059, Local Government Code, as
- 10 added by this Act, applies only to a new impact fee or an increase to
- 11 an existing impact fee adopted on or after the effective date of
- 12 this Act.
- 13 SECTION 11. Sections 395.043 and 395.054, Local Government
- 14 Code, as amended by this Act, apply only to a land use assumption,
- 15 capital improvement plan, or impact fee that is the subject of a
- 16 public hearing required to be held by Section 395.042 or 395.053 of
- 17 that code, as applicable, that is held on or after the 90th day
- 18 after the effective date of this Act. A land use assumption,
- 19 capital improvement plan, or impact fee subject to a public hearing
- 20 that is held before the 90th day after the effective date of this
- 21 Act is governed by the law in effect immediately before the
- 22 effective date of this Act, and the former law is continued in
- 23 effect for that purpose.
- SECTION 12. Section 395.051(a), Local Government Code, as
- 25 amended by this Act, applies only to the approval of the imposition
- 26 of an impact fee on or after the effective date of this Act.
- 27 SECTION 13. Section 395.0515, Local Government Code, as

- 1 added by this Act, applies only to the increase of the amount of an
- 2 impact fee that is adopted on or after the effective date of this
- 3 Act.
- 4 SECTION 14. This Act takes effect September 1, 2025.

President of the Senate Speaker of the House
I hereby certify that S.B. No. 1883 passed the Senate on
April 23, 2025, by the following vote: Yeas 26, Nays 5; and that
the Senate concurred in House amendments on May 21, 2025, by the
following vote: Yeas 26, Nays 5.
Secretary of the Senate
I hereby certify that S.B. No. 1883 passed the House, with
amendments, on May 16, 2025, by the following vote: Yeas 87,
Nays 32, one present not voting.
Chief Clerk of the House
Approved:
1.pp10000.
Date
Governor



City Council Agenda Item Report

550 Landa Street New Braunfels, TX

12/8/2025

Agenda Item No. A)

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 Kohlenberg Road to meet the existing and future needs of the City, in the event negotiations are unsuccessful:

a. Property owned by The Estate of Frederick Frueholz, Jr.: a 2.309 Acre (100,568 square foot) tract of land in the A.M. Esnaurizar Survey No. 98, of Comal County, Texas and being out of the called 239.708 acre tract conveyed to Frederick Frueholz Jr., recorded in Document No. 201306045302 of the Official Public Records of Comal County, Texas; and being more specifically out of the called 49.64 acre 1st Parcel of said 239.708 acres recorded as Volume 78, Page 399 - Tr. 2, Official Public Records of Comal County, Texas. (Comal County Parcel No. 71628)

DEPARTMENT: Public Works

COUNCIL DISTRICTS IMPACTED: District 4

BACKGROUND INFORMATION:

The Kohlenberg Road Project is one of the projects approved in the 2023 Bond. The project will widen Kohlenberg Road from two lanes to four lanes between IH-35 and FM 1101. The project will provide for 12foot 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:

Property owned by The Estate of Frederick Frueholz, Jr. a.

i. a 2.309 Acre (100,568 square foot) tract of land in the A.M. Esnaurizar Survey No. 98, of Comal County, Texas and being out of the called 239.708 acre tract conveyed to Frederick Frueholz Jr., recorded in Document No. 201306045302 of the Official Public Records of Comal County, Texas; and being more specifically out of the called 49.64 acre 1st Parcel of said 239.708 acres recorded as Volume 78, Page 399 - Tr. 2, Official Public Records of Comal County, Texas. (Comal County Parcel No. 71628)

STRATEGIC PLAN REFERENCE:

□ Economic Mobility ⊠Enhanced Connectivity □ Community Identity □ Organizational Excellence □ Community Well-Being □ N/A
FISCAL IMPACT: All funds associated with property acquisition and eminent domain for the Kohlenberg Road 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 OF A TRACT OF LAND GENERALLY DEPICTED IN EXHIBITS "A", WHICH IS ATTACHED HERETO AND IS INCORPORATED HEREIN FOR ALL PURPOSES, AS PART OF THE KOHLENBERG ROAD 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 CONGESTION. THIS RESOLUTION AUTHORIZES THE INSTITUTION OF CONDEMNATION PROCEEDINGS TO ACQUIRE THE NECESSARY TO **EXTENT NEGOTIATIONS** LAND **RIGHTS** THE UNSUCCESSFUL.

WHEREAS, the City of New Braunfels, Texas ("City") has determined that a tract of privately owned land described in **Exhibit "A"** must be acquired in fee simple interest, for the construction of the Kohlenberg Road 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 property described in **Exhibit "A"** 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 fi	rom and after its pa	assage.
PASSED AND APPROVED this the	day of	, 2025.
	Neal Linnartz, Mayor	
ATTEST:		

Gayle Wilkinson City Secretary 2806 W. Bitters Road, Suite 218 • San Antonio, Texas 78248 • Phone (210) 641-9999

FIELD NOTES FOR PARCEL 4 – FREDERICK FRUEHOLZ JR. KOHLENBERG ROAD R.O.W. 2.309 Acres (100,568 Square Foot)

Being a 2.309 acre (100,568 square foot) tract of land in the A.M. Esnaurizar Survey No. 98, of Comal County, Texas and being out of the called 239.708 acre tract recorded in Document No. 201306045302 of the Official Public Records (O.P.R.C.C.) of Comal County, Texas; and being more specifically out of the called 49.64 acre 1st Parcel of said 239.708 acres recorded as Volume 78, Page 399 - Tr. 2, O.P.R.C.C, said 2.309 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at ½" iron rod found in the existing southwest right-of-way (ROW) line of Kohlenberg Road (variable width ROW); a second found ½" iron rod with Sherwood cap at the south corner of Lot 1, Block 1 of the Continental Nautilus Subdivision as shown on the plat recorded in Document No. 202106015426 of the Official Map Records (O.M.R.C.C.) of Comal County, Texas bears S 42°42'02" W – 1378.78 feet;

THENCE S 44°38'41" E, with said southwest ROW of Kohlenberg Road, for a distance of 347.78 feet to a set ½" iron rod with KCI plastic cap for the **POINT OF BEGINNING** at the north corner of this description;

THENCE S 44°38'41" E, continuing with said southwest ROW line of Kohlenberg Road, for a distance of 1302.05 feet to a set ½" iron rod with KCI plastic cap at the west existing right-of-way (ROW) cutback line of FM 1101;

THENCE S 00°22'39" E, with said cutback line, for a distance of 71.91 feet to a set ½" iron rod with KCI plastic cap;

THENCE with a curve to the left having a radius of 1168.28 feet and a central angle of $01^{\circ}11'40''$, the chord bears S $46^{\circ}16'07''$ W -24.73 feet to a set $\frac{1}{2}$ " iron rod with KCI plastic cap;

THENCE S 45°40'17" W with the existing northwest ROW line of FM 1101 for a distance of 58.80 feet to a set 5/8" iron rod with aluminum cap stamped "TxDOT ROW" at the south corner of this description;

Q:\Proj_2023_KCI\45E0619602 - CONB Kohlenberg\M&Bs\M&B-2.309Ac-Parcel 4_TxDOT_ROW.docx Page 1 of 2

Employee-Owned Since 1988

RISE TO THE CHALLENGE WWW.KCI.COM

THENCE through the 239.708 acre tract for the following three (3) courses:

N 01°40'29" W for a distance of 69.85 feet to a set 5/8" iron rod with aluminum cap stamped "TxDOT ROW" for an angle point;

N 40°33'19" W for a distance of 178.02 feet to a set 5/8" iron rod with aluminum cap stamped "TxDOT ROW" for an angle point;

N 44°36'02" W for a distance of 1123.74 feet to a set 5/8" iron rod with aluminum cap stamped "TxDOT ROW" on the southeast line of the remainder of the Lynn Wohlfahrt 92.49 acre tract recorded in Document No. 200306025956 O.P.R.C.C., Comal County, Texas:

THENCE N 45°02'10" E with said southeast line for a distance of 72.55 feet to the **POINT OF BEGINNING**, and containing 2.309 acres (100,568 square foot) of land, more or less

• Bearings source is between the first and last two ½" iron rods described above found on the southeast line of Lot 1, Block 1, and shown as N 42°42'02" E as derived from GPS observation based on NAD 83(2011), Texas State Plane Coordinate System - South Central Zone (4203).

I hereby certify that this description conforms to the minimum standards set forth by the Texas Board of Professional Engineers and Land Surveyors according to an actual survey made on the ground by employees of KCI Technologies."

GARY B. NEILL

Date: October 23, 2014

Sany B Neill

Gary B. Neill R.P.L.S. #3964

Firm No. 101943-65

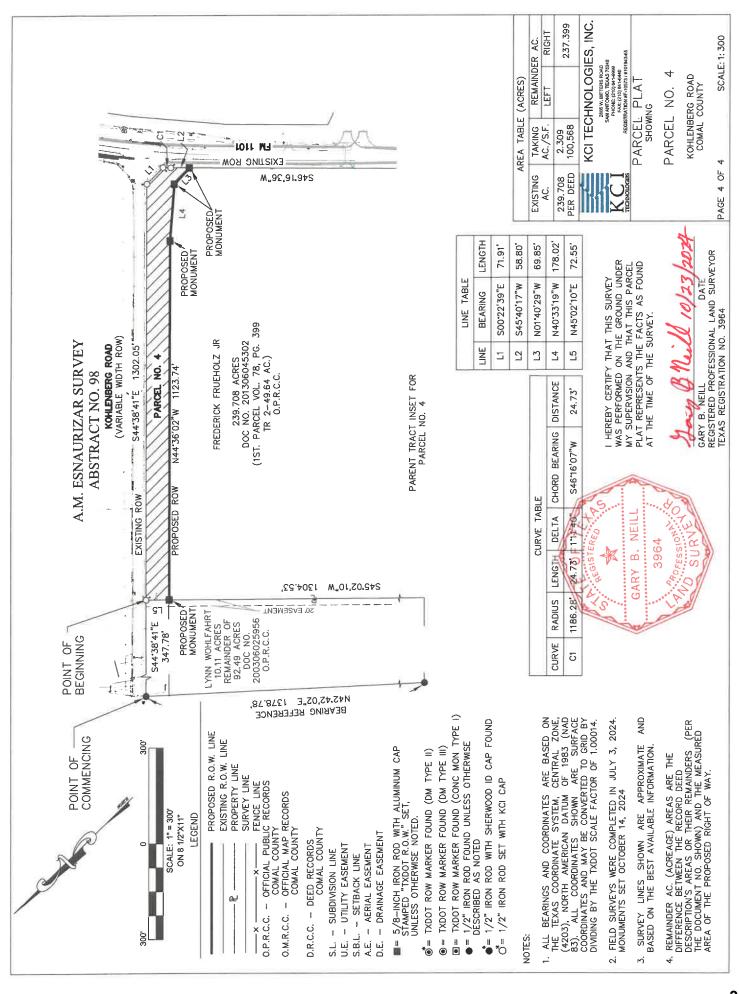
Warning: Only those copies with the Signature and Seal in red should be relied upon.

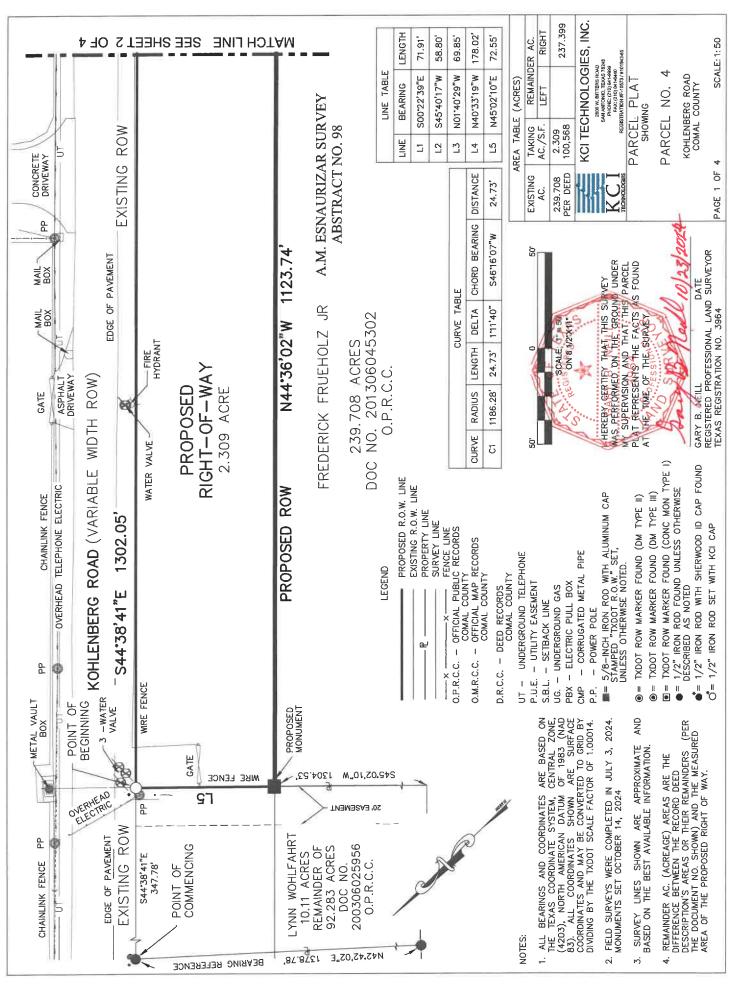
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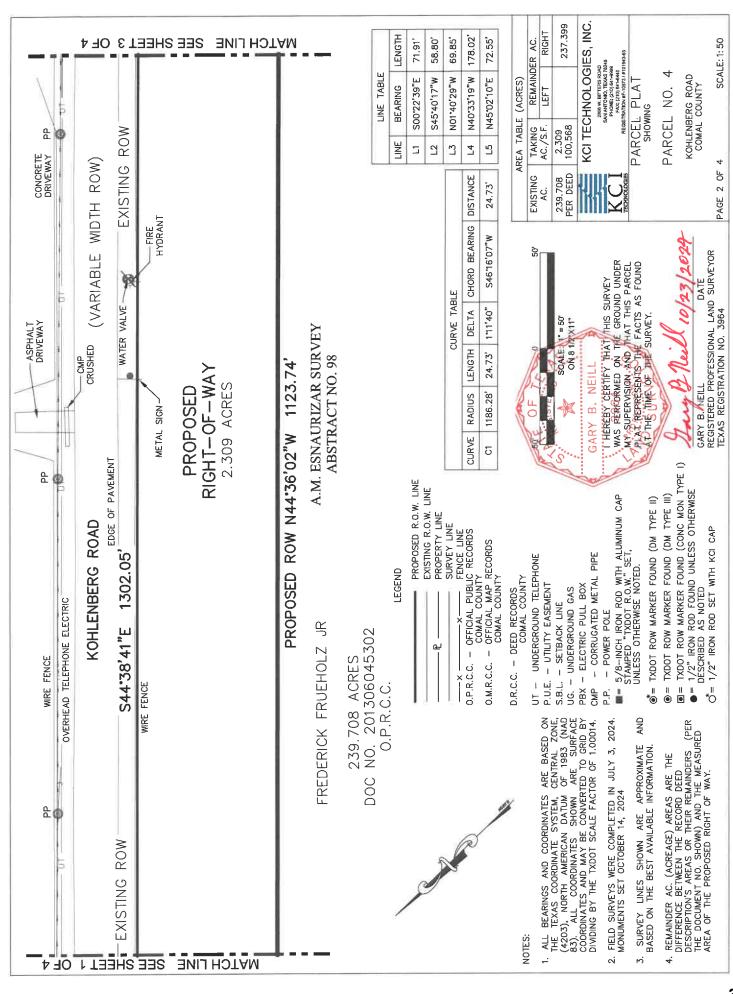
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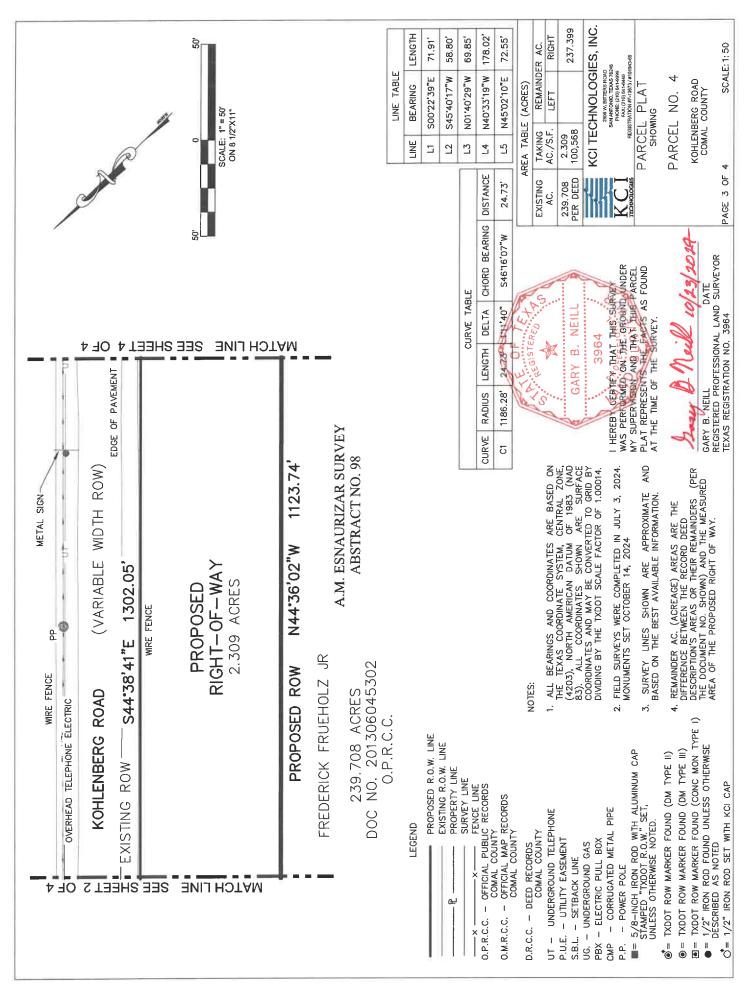
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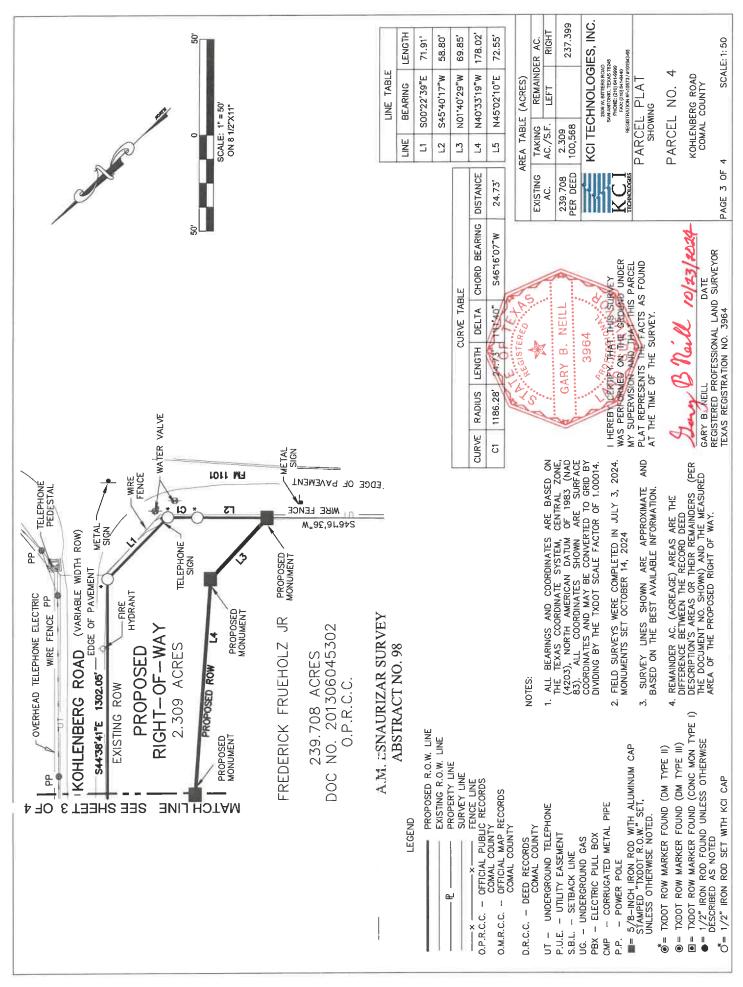
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City Council Agenda Item Report 12/8/2025

550 Landa Street New Braunfels, TX

Agenda Item No. B)

PRESENTER:

Jordan Matney, Deputy City Manager

Garry Ford, Transportation and Construction Services Director

SUBJECT:

Discuss and consider a resolution to approve the City of New Braunfels 2025 Thoroughfare Plan Update.

DEPARTMENT: Transportation and Construction Services, Neighborhood and Community Planning **COUNCIL DISTRICTS IMPACTED:** All

BACKGROUND INFORMATION:

The City of New Braunfels Thoroughfare Plan is a long-range transportation plan that identifies the locations and types of roadway facilities needed to meet projected long-term growth within the area. The Thoroughfare Plan is not a list of construction projects but rather a tool that enables the city to preserve future corridors for transportation system development.

Under the provisions of Article XI, Section 5 of the Texas Constitution and Title 7, Chapter 212 of the Texas Local Government Code, the City of New Braunfels can require that development plans and subdivision plats conform to "... the general plan of the municipality and its current and future streets ..." and "... the general plan for extension of the municipality and its roads, streets, and public highways within the municipality and its extra-territorial jurisdiction."

Requirements for right-of-way dedication and construction of street improvements apply to all subdivisions of land within the City's incorporated area and its extra-territorial jurisdiction. The Thoroughfare Plan depicts proposed general right-of-way and alignments for new parkway, arterial, and collector roadways, as well as the widening and extensions of existing roadways. The actual alignments of these roadways may vary from this plan and will be determined through the subdivision development process and the engineering phase of design and studies.

The current Thoroughfare Plan was adopted on March 12, 2012. The purpose of this update is to:

- Amend thoroughfares that have been developed and established by the City Council;
- Remove collector thoroughfares that exist and do not serve long-range growth;
- Adjust thoroughfares to reflect existing and future development;
- Establish thoroughfare right-of-way in established and context-sensitive areas; and
- Update existing typical street cross sections.

The city's Thoroughfare Plan Update has been developed through a comprehensive and highly transparent effort. K Friese + Associates was contracted to assist city staff with the update, including coordinating with agency partners, preparing update recommendations, and administering, reviewing, and summarizing public input. The city's update was also coordinated with the City of Seguin and Guadalupe County's thoroughfare plan updates to maintain consistency in the region's transportation network.

Public input was an essential part of the process. Property owner and public workshops were hosted on May 22, 2025. The property owner workshop was provided for property owners directly impacted by proposed changes, including thoroughfare realignments, additions, or right-of-way increases. Mail notifications were sent to affected property owners based on the county appraisal district contact records. The public workshop was provided for the community, and the workshop notification was sent through the city's website, flyers to elected and public officials, social media posts, Herald-Zeitung, and a media advisory. Workshop materials, draft plans, presentations, and an online community survey were posted on the webpage throughout the process. Additionally, staff were available to meet with property owners and stakeholders to discuss the update throughout the update process. The public input process was open throughout the update process through October 15, 2025.

City staff presented the Thoroughfare Plan Update to the Planning Commission for "presentation only" on July 1, 2025. The presentation included an overview of regional transportation planning, recommendations for plan updates, a summary of public outreach, and next steps. The meeting provided an opportunity for public feedback. City staff presented the update to the Planning Commission for "recommendation to the City Council" on August 5, 2025, which included public comment requests and staff recommendations, along with rationale for decision-making and development requirements to address specific concerns. The meeting provided an opportunity for public feedback. Based on the presentation and public feedback, the Planning Commission unanimously recommended to the City Council that it approve the Thoroughfare Plan Update, excluding Seminole Drive, Old Mission Lane, Countryside Drive, and Pleasant Lane. The Planning Commission did not offer any recommendations or discussion on transportation planning or the long-term impacts on safety, connectivity, and the inadequate emergency access for flooding and as required by previous development approvals.

City staff reviewed the Planning Commission's recommendation, reviewed and summarized additional public input and requests through October 15, 2025, and coordinated with agency partners. City staff developed additional recommendations to address public concerns for specific requests while balancing the need for public safety and connectivity.

City staff presented the Throughfare Plan Update to the City Council for "presentation only" on November 4, 2025. The presentation included information presented to the Planning Commission, alignment of city transportation planning goals and strategies, public safety impacts, updated public comment information, additional requests and recommendations, and the additional recommendation of thoroughfare design and area transportation plans for Minor Collectors. The meeting provided an opportunity for public feedback, including feedback on opposition and support for the plan update.

City staff reviewed the City Council discussion and public feedback and coordinated with agency partners. City staff will provide more details on the thoroughfare plan and area transportation plans to address public concerns about specific requests and ensure fairness to other Minor Collector thoroughfares citywide.

City staff have worked diligently to ensure transparency throughout the Thoroughfare Plan Update process. The update recommendation is based on transportation and thoroughfare planning practice and experience, and the fact that the throughfare plan is the primary tool for the city to manage growth and new development. The thoroughfare is used during the subdivision development process and provides property owners and developers with a predictable plan, now and in the future, for the transportation network. The throughfare plan is not a list of construction projects, nor does it encourage development growth.

Removing specific thoroughfares may appear to reduce immediate concerns for property owners. Still, it carries long-term trade-offs, including public safety, emergency response, traffic issues and congestion, a burden on existing taxpayers, and reduced state and federal funding.

The Throughfare Plan will be updated, filed with the City Secretary and City Engineer, and posted as a map on the City of New Braunfels website. The revised plan will be effective on January 1, 2026.

STRATEGIC PLAN REFERENCE:

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

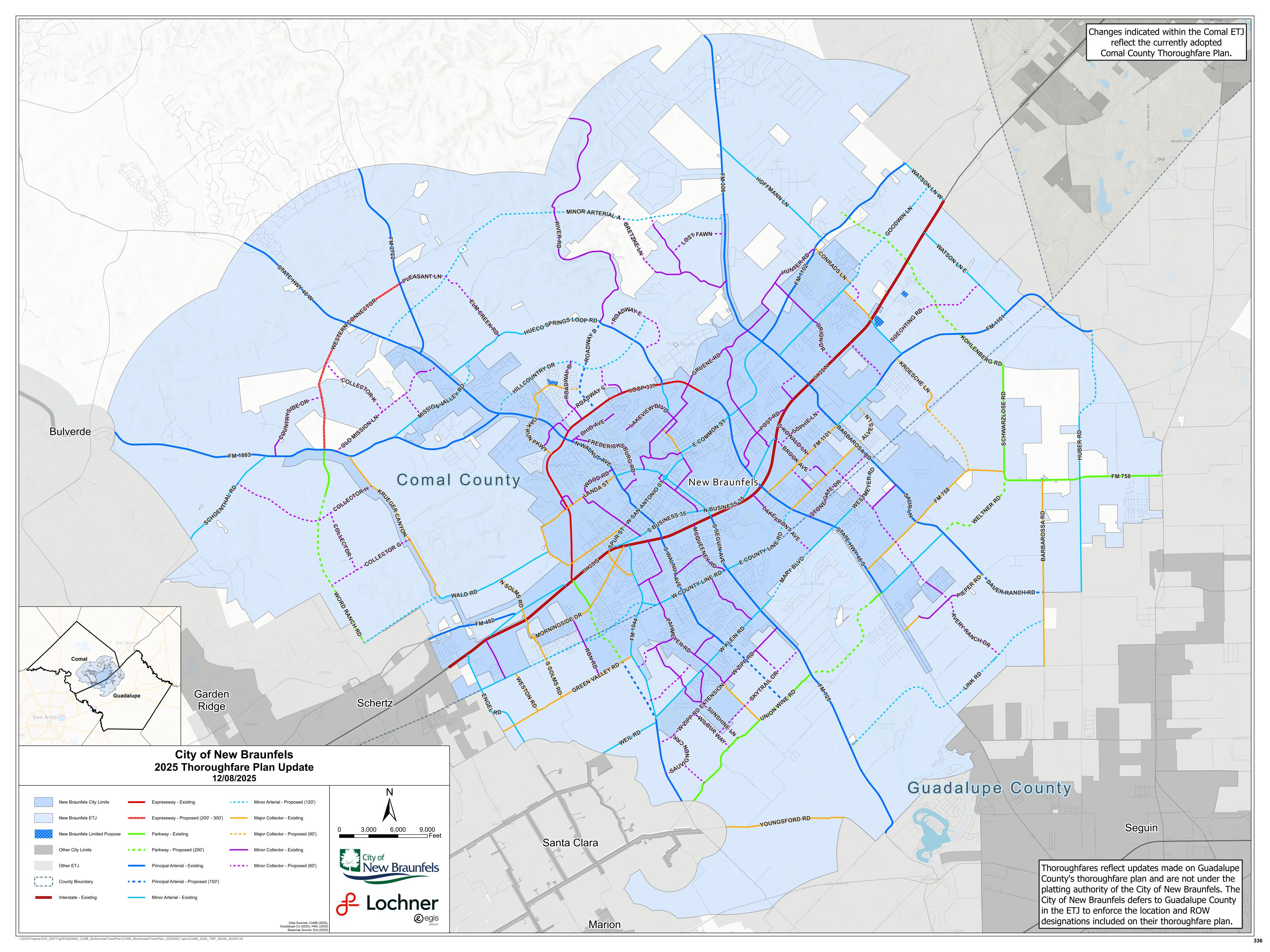
FISCAL IMPACT:

Removing thoroughfares shifts the burden of new development and required transportation improvements from developers to existing taxpayers.

RECOMMENDATION:

Planning Commission unanimously recommended to the City Council that it approve the 2025 Thoroughfare Plan Update, excluding Seminole Drive, Old Mission Lane, Countryside Drive, and Pleasant Lane.

Staff recommends approval of the 2025 Thoroughfare Plan Update as presented.



RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, TO ADOPT THE 2025 THOROUGHFARE PLAN UPDATE.

WHEREAS, the Envision New Braunfels Comprehensive Plan was adopted in 2018, and included thoroughfare planning as a component of the Comprehensive Plan; and

WHEREAS, City Council had previously adopted the 2012 Regional Thoroughfare Plan on March 12, 2012; and

WHEREAS, Staff evaluated and modified the 2012 Regional Transportation Plan to account for changes in development patterns and transportation network needs; and

WHEREAS, the City's Thoroughfare Plan shall be used as a guide to facilitate other development and master plans that the City deems necessary for systematic growth and development; and

WHEREAS, the City's Thoroughfare Plan shall depict generalized locations of new alignments which are subject to modifications to fit local conditions and are subject to refinement as development occurs; and

WHEREAS, the Planning Commission held a public hearing and recommended approval with adjustments on August 5, 2025.

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

THAT, the document titled 2025 Thoroughfare Plan Update and attached hereto as Exhibit "A", is hereby adopted as part of the City of New Braunfels Official Comprehensive Plan. A copy of said Plan along with a copy of this resolution shall be maintained in the permanent records of the City of New Braunfels; and

THAT, the effective date for the 2025 Thoroughfare Plan Update is January 1, 2026.

PASSED, ADOPTED AND APPROVED this 8th day of December, 2025.

City of New Braunfels, Texas	
NEAL LINNARTZ, Mayor	

Attest:	
GAYLE WILKINSON, City Secretary	

Exhibit A



City Council - Executive Session Agenda Item Report 12/8/2025

550 Landa Street New Braunfels, TX

Agenda Item No. A)



City Council - Executive Session Agenda Item Report 12/8/2025

550 Landa Street New Braunfels, TX

SUBJECT:

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, including but not limited to:

City of New Braunfels v. Stoddard Construction Management, Inc. and Swiss Re Corporate Solutions America Insurance Corp.; C2024-1777D