



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



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

**MONDAY, MAY 12, 2025 at 6:00 PM**

Neal Linnartz, Mayor  
Andres Campos, Mayor Pro Tem (District 1)  
Christopher Willis, Councilmember (District 2)  
D. Lee Edwards, Councilmember (District 3)  
Lawrence Spradley, Councilmember (District 4)  
Mary Ann Labowski, Councilmember (District 5)  
April Ryan, Councilmember (District 6)  
Robert Camareno, City Manager

**AGENDA AMENDED 05-09-2025**

***MISSION STATEMENT***

*The City of New Braunfels will add value to our community  
by planning for the future, providing quality services, encouraging  
community involvement and being responsive to those we serve.*

**AGENDA**

**CALL TO ORDER**

**CALL OF ROLL: CITY SECRETARY**

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

**INVOCATION: MAYOR LINNARTZ**

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

**PROCLAMATIONS:**

- A) National Music Week [25-512](#)
- B) Building Safety Month [25-554](#)
- C) Market Plaza - Texas Historical Commission Marker [25-553](#)

**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 April 28, 2025 special and regular council [25-557](#) meeting minutes.  
Natalie Baker, Assistant City Secretary
- B) Approval to amend the number of full-time equivalent [25-535](#) (FTE's) as adopted in the FY 2024-2025 budget for the Library from 29.75 FTE to 29.25 FTE.  
Cole Johnson, Library Director
- C) Approval of a contract modification with Pape-Dawson [25-536](#) Engineers, LLC. for final plans, specifications, and estimates for the reconfiguration of the West Coll Street/South Castell Avenue parking lot.  
Scott McClelland, Assistant Transportation and Capital Improvements Director
- D) Approval of annual contracts with Asphalt Inc DBA [25-540](#) Lonestar Paving, Intermountain Slurry Seal, Inc, Concrete Enterprise, E-Z Bel Construction, LLC, D&D Contractors, Inc to provide road construction work, on an as-needed basis.  
John Cox, Streets and Drainage Manager
- E) Approval of an annual multi-award contract with Big [25-548](#) League Carwash, Watershed Carwash and Water Works Express to provide car washing services for the City of New Braunfels.  
Julie Gohlke, Assistant Purchasing Manager
- F) Approval of annual routine recurring expenditures for FY [25-525](#) 2025 in accordance with City Charter Section 9.17.  
Barbara Coleman, Purchasing Manager
- G) Approval of a FY 2025 Budget Amendment totaling [25-561](#) \$481,000 for the Fire Station #5 Renovation project to be funded by the 2019 Bond Fund.  
Karrie Cook, Budget Manager

- H) Approval of an expenditure with Cobb, Fendley & [25-579](#)  
Associates for right-of-way acquisition services as part of  
the Common Street Improvements Project.  
Matthew Eckmann, Assistant Director of Public Works

*Resolutions*

- I) Approval of a resolution recommended by the New [25-510](#)  
Braunfels Economic Development Corporation of an  
amendment to an existing economic development  
agreement with Headwaters at the Comal  
Jeff Jewell, Economic and Community Development Director
- J) Approval of a resolution recommended by the New [25-523](#)  
Braunfels Economic Development Corporation approving  
a project expenditure, of up to \$2,300,000, to the  
Headwaters at the Comal for the completion of  
construction, pursuant to Section 505.152 of the Texas  
Local Government Code.  
Jeff Jewell, Economic and Community Development Director
- K) Approval of a resolution renaming the Central Texas [25-483](#)  
Technology Center Advisory Board to the Regional  
Workforce Education Alliance and modifications to its  
by-laws.  
Jeff Jewell, Economic and Community Development 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.)*

- L) Approval of the second and final reading of an ordinance [25-539](#)  
to amend Chapter 6 of the Code of Ordinances relating  
to dangerous dogs and rabies control; and establishing  
the classification of aggressive dogs and related  
procedures.  
Bryan V. Ruiz, Neighborhood Services Manager
- M) Approval of the second and final reading of an ordinance [25-544](#)  
to rezone approximately 0.5 acres out of the A M  
Esnaurizar Survey, Abstract 20, from C-1 AH (Local  
Business District with Airport Hazard Overlay) to C-1B  
AH (General Business District with Airport Hazard  
Overlay), currently addressed at 1655 State Hwy 46 S.

Matthew Simmont, AICP Planning Manager

## 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 the first reading of an [25-344](#) ordinance amending the Code of Ordinances, Chapter 126, Sec. 126-355, related to the downtown parking zone by establishing paid parking areas, fees, and the days and times of enforcement, and repealing Secs. 126-382 to 126-395 related to parking meters and pay stations.

Jeff Jewell, Economic and Community Development Director  
Tony Janoweic, CEO, Interstate Parking

- B) Discuss and Consider Approval of an Ordinance [25-308](#) Authorizing the Issuance of “City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2025”, Pledging the Net Revenues of the City’s Waterworks, Sanitary Sewer and Electric Light and Power Systems to the Payment of the Principal of and Interest on Said Bonds; Enacting Provisions Incident and Related to the Issuance, Payment, Security, Sale and Delivery of Said Bonds; Establishing Procedures for the Sale and Delivery of Said Bonds; Delegating Matters Relating to the Sale and Issuance of Said Bonds to Authorized City and Systems Officials and Providing an Effective Date.

Dawn Schriewer, Chief Financial Officer, New Braunfels Utilities (NBU)

- C) Public hearing and first reading of an ordinance to [25-537](#) amend Section 126-346 of the Code of Ordinances of the City of New Braunfels to revise no parking zones on Butcher Street.

Carly Farmer, Assistant City Engineer

- D) Discuss and consider approval of an ordinance declaring [25-541](#) the canvass and result of the General Election held on May 3, 2025, to elect two members of the New Braunfels City Council; containing a savings clause; declaring an effective date upon one reading.

Gayle Wilkinson, City Secretary

## **PRESENTATIONS**

- A) Presentation, discussion, and possible staff direction on [25-499](#) the proposed bikeway improvements on Comal Avenue and E Faust Street.

Carly Farmer, Assistant City Engineer

Garry Ford, Transportation and Capital Improvements 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 and consider the purchase, exchange, lease, [25-578](#) contract terms, due diligence, or value of real property in accordance with Section 551.072 of the Texas Government Code:

· Coco Lane Property

- B) Deliberate pending/contemplated litigation, settlement [25-622](#) offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, specifically:

- Rafael Marfil, et al. v. City of New Braunfels

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

## **ADJOURNMENT**

### **CERTIFICATION**

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

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Gayle Wilkinson, City Secretary

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





# City Council Agenda Item Report

550 Landa Street  
New Braunfels, TX

**5/12/2025**

Agenda Item No. A)

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# City Council Agenda Item Report

550 Landa Street  
New Braunfels, TX

**5/12/2025**

Agenda Item No. B)

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# Proclamation

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

**WHEREAS**, the City of New Braunfels is committed to recognizing that our growth, strength, and resilience rely on the safety and essential role of our homes, buildings, and infrastructure – both in everyday life and during times of disaster; and

**WHEREAS**, our confidence in the safety and durability of the structures that make up our community is made possible through the dedication of building safety professionals – including building and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, and plumbers – who work year-round to ensure sound construction practices; and

**WHEREAS**, these professionals are proud members of the International Code Council, a nonprofit organization that unites experts from all levels of government to develop and enforce the highest-quality building safety codes and standards, protecting the places where we live, learn, work, and play; and

**WHEREAS**, today’s modern building codes include safeguards designed to protect the public from natural disasters such as hurricanes, tornadoes, floods, wildfires, snowstorms, and earthquakes; and

**WHEREAS**, Building Safety Month is an annual campaign presented by the International Code Council to raise awareness about the vital role of our community’s code officials – those behind-the-scenes protectors who help ensure buildings are safe, sustainable, and resilient; and

**WHEREAS**, the theme for Building Safety Month 2025, “Game On!”, encourages individuals and communities to step up, get involved, and champion building safety at home and around the globe.

**NOW THEREFORE**, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, hereby proclaim the month of May 2025, as

**"Building Safety Month"**

in New Braunfels, and I encourage all citizens of New Braunfels to recognize the essential service provided by our local building safety and fire prevention departments in protecting lives and property.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 12<sup>th</sup> day of May 2025.

**CITY OF NEW BRAUNFELS**

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



# City Council Agenda Item Report

550 Landa Street  
New Braunfels, TX

**5/12/2025**

Agenda Item No. C)

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# Proclamation

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

**WHEREAS**, Market Plaza also known as the Marktplatz, located at 292 Tolle Street in New Braunfels, Comal County, Texas, has been awarded a Texas Historical Commission Subject Marker designating it to be a significant part of Texas History; and

**WHEREAS**, the small park, approximately 500 feet by 60 feet, is surrounded on three sides by Tolle Street and one by Comal Avenue, is operated by the New Braunfels Parks and Recreation Department; and

**WHEREAS**, dating to the founding of New Braunfels in 1845, the original use of the site served as the Fleischhalle, or Meat Market. Prince Carl of Solms-Braunfels provided residents with sufficient meat and foodstuffs by buying herds of cattle and having butchers to prepare them daily, charging residents only for the cost of the animal; and

**WHEREAS**, at dawn each day a cannon blast informed residents that meat was ready for pick-up; and

**WHEREAS**, a shed was later erected and butchers were able to rent a space from the City to provide butchering services, and they made deliveries to their customers with a wagon, each having a distinctive bell to alert their customers; and

**WHEREAS**, by the early 1900s residents complained of having a stock yard and butcher shop so close to their homes; and the sanitary practices of the meat market, so the lot was transitioned to a space for storing crops, such as cotton bales, and the location for carnivals, musical performances, goat roping contests, church revivals, and football games; and

**WHEREAS**, since 1930, the Marktplatz has served the community as a city park; and

**WHEREAS**, the sponsor of the marker is the City of New Braunfels Parks and Recreation Department; and

**WHEREAS**, a marker dedication will be held at 9 a.m. on May 28th 2025 at the Market Plaza, located at 292 Tolle Street.

**NOW THEREFORE**, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, do urge all citizens to recognize this proclamation acknowledging Market Plaza receiving a Texas Historic Commission Subject Marker and commend the Parks and Recreation Department on their work towards receiving this marker and their dedication to historical preservation and recording the history of the City of New Braunfels.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 12<sup>th</sup> day of May 2025.

**CITY OF NEW BRAUNFELS**

**NEAL LINNARTZ, Mayor**



# City Council Agenda Item Report

550 Landa Street  
New Braunfels, TX

**5/12/2025**

Agenda Item No. A)

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**PRESENTER:**

Natalie Baker, Assistant City Secretary

**SUBJECT:**

Approval of the April 28, 2025 special and regular council meeting minutes.

**DRAFT - MINUTES  
OF THE NEW BRAUNFELS CITY COUNCIL - SPECIAL  
REGULAR MEETING OF MONDAY, APRIL 28, 2025**

**AGENDA AMENDED 04-25-2025**

**CALL TO ORDER**

Mayor Pro Tem Campos called the meeting to order at 5:08 p.m.

**CALL OF ROLL: CITY SECRETARY**

**Present** 5 - Mayor Pro Tem Andres Campos, Councilmember D. Lee Edwards, Councilmember Lawrence Spradley, Councilmember Mary Ann Labowski, and Councilmember April Ryan

**Absent** 2 - Mayor Neal Linnartz, and Councilmember Christopher Willis

**1. CONSENT AGENDA**

- A) Approval of the appointments to the Airport Advisory Board of Curtis Lepp, Jason Kern, and John Smith to the three (3) City Resident seats with terms ending 05-31-2028.
- B) Approval of the appointment to the Arts Commission recommended by the Greater New Braunfels Arts Council of Brianna Mendez to seat #1 with an expiration date of 05-31-2028 and the Ad Hocs recommendations of Elizabeth West and Madison Crowe to the city resident seats with expiration terms of 05-31-2028.
- C) Approval of the appointments of Jenny Jaeckle and Seth Reichenau to the Board of Adjustment for two (2) At Large seats with terms ending 05-31-2028 and Maurice Lewis II and Timothy Bray for two (2) Alternate seats with terms ending 05-31-2028.
- D) Approval of the appointments of Scott Morehouse and Serena Morris to the Community Development Advisory Committee with unexpired terms ending 11-30-2025 and Carla Brenton with an unexpired term ending 11-30-2026.
- E) Approval of the appointment of Serg Guerrero to an Alternate seat on the Construction Board of Appeals with a term ending 05-31-2028.
- F) Approval of the appointments for the Downtown Board to include Chris Snider for the Downtown Property/Business Owner with a term ending 05-31-2028, Pat Butler for the Downtown Association Representative

with a term ending 05-31-2028, Paul Schaefer for the City Resident seat with a term ending 05-31-2028, and Tanya Pence for the New Braunfels Chamber of Commerce Representative with a term ending 05-31-2028.

- G) Approval of the appointments of Bradford Jones, Mariella Giordano and Rykley Crowe to the City Resident seats for the Heritage Commission with terms ending 05-31-2028.
- H) Approval of appointments to the Historic Landmark Commission to Christi Sims as a Historic Property Owner, Justin Ball and Jesus Najjar for two At-Large seats all with an expiration date of 05-31-2028.
- I) Approval of the appointments of Chris Snider and Kat Balmos to the Tax Increment Reinvestment Zone No. 3 for the Property Owner Seats with terms ending 05-31-2027.
- J) Approval of the appointment of Edgar Sada to the Water and Wastewater Impact Fee Advisory Committee for the ETJ Resident & Real Estate/Building/Development seat with a term ending 05-31-2028.
- K) Approval of the appointments of David Marks to the unexpired term for the ETJ/At-Large Watershed Advisory Committee with a term ending 05-31-2027, Brad Baker for the unexpired term for the Developer with a term ending 05-31-2027, Julianna Peacock for an unexpired term for the HOA seat with a term ending 05-31-2026, Paul Sanchez-Navarro for the HOA seat with a term ending 05-31-2028, and Erin Silva for an At-Large seat with a term ending 05-31-2028.

#### Approval of the Consent Agenda

**Mayor Pro Tem Campos asked for a motion and a second to approve the consent agenda items.**

**Councilmember Edwards made a motion to approve the consent agenda. Councilmember Spradley seconded the motion which passed unanimously.**

**Absent:**

Mayor Linnartz, and Councilmember Willis

## **2. WORKSHOP**

- A) Discuss and consider an appointment to the Tax Increment

Reinvestment Zone No. 3 for the At-Large seat with a term ending 05-31-2027.

**Mayor Pro tem Campos read the aforementioned item.**

**Gayle Wilkinson presented this item to council.**

**Zackary Meador introduced himself and spoke to council.**

**The following individual was nominated to the Tax Increment Reinvestment Zone No. 3 At-Large position ending May 31, 2027: Zackary Meador.**

**Councilmember Spradley motioned to appoint the nominated applicant. Councilmember Ryan seconded the motion which passed unanimously.**

**Absent:**

Mayor Linnartz, and Councilmember Willis

B) Interview applicants and appoint three (3) individuals to the New Braunfels Planning Commission for three (3) At Large seats with terms ending 05-31-2028.

**Mayor Pro tem Campos read the aforementioned item.**

**Gayle Wilkinson presented this item to council.**

**City Council interviewed the three present planning commission applicants: Ben Miedema, Hunter Schwarz, and Karen Brasier.**

**The following applicant was absent: Angela Allen.**

**The following individuals were nominated to the Planning Commission At-Large positions ending May 31, 2028: Angela Allen, Hunter Schwarz, and Karen Brasier.**

**Councilmember Spradley motioned to appoint the nominated applicant. Councilmember Edwards seconded the motion which passed unanimously.**

**Absent:**

Mayor Linnartz, and Councilmember Willis

### **3. EXECUTIVE SESSION**

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

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

There were no executive session items.

No action was taken at this time.

5. **ADJOURNMENT**

Mayor Pro Tem Campos adjourned at 5:37 p.m.

By: \_\_\_\_\_  
ANDRÉS CAMPOS, MAYOR PRO TEM

Attest:

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

**DRAFT - MINUTES  
OF THE NEW BRAUNFELS CITY COUNCIL  
REGULAR MEETING OF MONDAY, APRIL 28, 2025**

**CALL TO ORDER**

Mayor Pro Tem Campos called the meeting to order at 6:01 p.m.

**CALL OF ROLL: CITY SECRETARY**

**Present:** 5 - Mayor Pro Tem Andres Campos, Councilmember D. Lee Edwards, Councilmember Lawrence Spradley, Councilmember Mary Ann Labowski, and Councilmember April Ryan

**Absent:** 2 - Mayor Neal Linnartz, and Councilmember Christopher Willis

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

**INVOCATION: COUNCILMEMBER EDWARDS**

Councilmember Edwards provided the invocation.

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

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

**PROCLAMATIONS:**

A) Small Business Week Person of the Year

Mayor Pro Tem Campos read the aforementioned proclamation.

Beverly Davldek of Davldek Law Firm accepted the proclamation and addressed council.

B) KGNB Radio Day

Mayor Pro Tem Campos read the aforementioned proclamation

A representative from KGNB accepted the proclamation.

C) Historic Preservation Month

Mayor Pro Tem Campos read the aforementioned proclamation.

Katie Totman accepted the proclamation and addressed council.

**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.

**No individuals spoke at this time.**

## **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 minutes for the regular and executive session council meetings on April 14, 2025.
- B) Approval of a recommendation by the Tax Increment Reinvestment Zone #3 Board awarding Business Improvement and Preservation Grants to the New Braunfels Art League in an amount up to \$13,065.50 and to the New Braunfels Elks Lodge #2279 in an amount up to \$7,943.75.
- C) Approval of a contract for the concession operation of the Landa Park Mini-Train with Landa Park Railroad, LLC, David Junker.
- D) Approval of a contract with CINTAS Corporation for city-wide uniform rental/purchase and industrial cleaning services.
- E) Approval of an Advanced Funding Agreement between the City of New Braunfels and the Texas Department of Transportation regarding the Solms Road and IH 35 improvement project and authorizing the City Manager to execute the agreement.

### *Resolutions*

- F) Approval of a resolution in support of obtaining National Register of Historic Places designation for the Central New Braunfels Downtown,

roughly bounded by South Gilbert Avenue to the northeast, Butcher Street to the southeast, the southwest property lines along North Academy Avenue to the southwest, the former International and Great Northern Railroad tracks to the west, and West Zink Street to the northwest.

- G) Approval of a resolution; ratification for the submission of a grant application to the U.S. Department of Homeland Security, Urban Area Security Initiative - Law Enforcement Terrorism Prevention Activities grant for Program Year 2025 to request funding towards the purchase of a tactical robot, and authorization for the City Manager to act on behalf of the City in all matters related to the grant if awarded.
- H) Approval of a resolution supporting the submission of City of New Braunfels and Texas Department of Transportation projects to the Alamo Area Metropolitan Planning Organization for federal funding in Fiscal Years 2027-2030.

#### *Ordinances*

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

- I) Approval of the first reading of an ordinance to amend Chapter 6 of the Code of Ordinances relating to dangerous dogs and rabies control; and establishing the classification of aggressive dogs and related procedures.
- J) Approval of the first reading of an ordinance changing a street name in Dean, Unit 3, from Blue Duck to Redstart.
- K) Approval of the second and final reading of an ordinance adopting the Youth Program Standards of Care for the Parks and Recreation Department.

Approval of the Consent Agenda

**Mayor Pro Tem Campos asked for a motion and second for the consent agenda.**

**Councilmember Spradley made a motion to approve the consent agenda. Councilmember Labowski seconded the motion which passed unanimously.**

**Absent:**

Mayor Linnartz, and Councilmember Willis

## **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 possible action to approve a contract with Designing Local, LTD, and approve the ad hoc steering committee structure, for the development of a citywide Arts and Culture Master Plan.

**Mayor Pro Tem read the aforementioned item.**

**Jeff Jewell introduced this item and presented this item using a powerpoint presentation and answered questions.**

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

**Absent:**

Mayor Linnartz, and Councilmember Willis

- B) Public hearing and first reading to rezone approximately 0.5 acres out of the A M Esnaurizar Survey, Abstract 20, from C-1 AH (Local Business District with Airport Hazard Overlay) to C-1B AH (General Business District with Airport Hazard Overlay), currently addressed at 1655 State Hwy 46 S.

**Mayor Pro Tem Campos read the aforementioned item.**

**Matthew Simmont presented this item using a powerpoint presentation.**

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

**Absent:**

Mayor Linnartz, and Councilmember Willis

## **3. PRESENTATIONS**

- A) Presentation and recognition of the Finance Department for being awarded the Texas Transparency Trailblazer Award by the Texas State Comptroller's Office.

**Mayor Pro Tem Campos read the aforementioned item.**

**Jared Werner presented this item to council and introduced the City of New Braunfels Finance Department who received the Texas Transparency Trailblazer award.**

**B) Presentation and update on Downtown Parking Initiatives  
Mayor Pro Tem Campos read the aforementioned item.**

**Jeff Jewell presented this item to council using a powerpoint presentation and answered questions.**

**C) Fire Department Presentation on Mobile Integrated Health.  
Mayor Pro Tem Campos read the aforementioned item.**

**Chief Ruy Lozano presented this item to council using a powerpoint presentation and answered questions.**

**Chief Lozano introduced Ashley Cammack who also presented this item to council and answered questions.**

#### **4. EXECUTIVE SESSION**

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

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

**There were no executive session items.**

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

**ADJOURNMENT**

Mayor Pro Tem Campos adjourned at 7:15 p.m.

**By:** \_\_\_\_\_  
ANDRÉS CAMPOS, MAYOR PRO TEM

**Attest:**

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

5/12/2025

Agenda Item No. B)

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**PRESENTER:**

Cole Johnson, Library Director

**SUBJECT:**

Approval to amend the number of full-time equivalent (FTE's) as adopted in the FY 2024-2025 budget for the Library from 29.75 FTE to 29.25 FTE.

**DEPARTMENT:** Library

**COUNCIL DISTRICTS IMPACTED:** All

**BACKGROUND INFORMATION:**

The Library proposes reclassifying two Part-Time Regular Library Aide positions (29 hours per week) to one Full-Time Library Assistant I (40 hours per week).

Due to the responsibility limitations of Library Aide position, City Staff has identified an operational need for a FT Library Assistant I. This Assistant would work in our Technical Services division, overseeing our Interlibrary Loan operations along with other Technical Services tasks.

**ISSUE:**

Increase task responsibility and oversight by onboarding a Full-Time Library Assistant.

**STRATEGIC PLAN REFERENCE:**

Economic Mobility  Enhanced Connectivity  Community Identity  
 Organizational Excellence  Community Well-Being  N/A  
[Enter Objectives/Performance Measures Supported]

**FISCAL IMPACT:**

The conversion of the two Part-Time Regular staff to one Full-Time Regular staff member will result in potential savings of approximately \$14,500.00 per year.

**RECOMMENDATION:**

Staff recommends amending the FTE as adopted in the FY2024-2025 budget from 29.75 FTE to 29.25 FTE.

| <b>Team Member Reclassification Cost:</b> |                    |
|---|--------------------|
| Library Aide Hours Per Week:              | 29                 |
| Total team members to Reclassify:         | 2                  |
| Average Hourly Rate:                      | \$15.01            |
| Total Annual Cost:                        | \$45,270.16        |
| Total Annual Cost with Benefits:          | \$57,787.36        |
|   |                    |
| Library Assistant I Hours Per Week:       | 40                 |
| Average Hourly Rate:                      | \$16.23            |
| Total Annual Cost:                        | \$33,758.40        |
| Total Annual Cost with Benefits:          | \$43,092.60        |
| <b>Cost Savings:</b>                      | <b>\$14,694.76</b> |

5/12/2025

Agenda Item No. C)

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**PRESENTER:**

Scott McClelland, Assistant Transportation and Capital Improvements Director

**SUBJECT:**

Approval of a contract modification with Pape-Dawson Engineers, LLC. for final plans, specifications, and estimates for the reconfiguration of the West Coll Street/South Castell Avenue parking lot.

**DEPARTMENT:** Transportation and Capital Improvements and Economic and Community Development

**COUNCIL DISTRICTS IMPACTED:** 5

**BACKGROUND INFORMATION:**

There are two public parking lots on South Castell Avenue across from the Civic/Convention Center. The City of New Braunfels owns the parking lot at 350 South Castell Avenue. It is primarily used by attendees of events at the Civic/Convention Center, employees who work at 424 South Castell Avenue, and Downtown visitors. The parking lot at the corner of West Coll Street & South Castell Avenue was the former site of Chase Bank and was purchased by the New Braunfels Economic Development Corporation (“NBEDC”) in 2016. The 2011 Downtown Parking Plan identified this parking lot as a short or medium-term parking solution. This corner lot was paved as a separate lot from the adjacent one and is currently used for overflow attendees at the Civic/Convention Center, local businesses, and Downtown visitors. The Civic/Convention Center averages 700 events per calendar year, and parking demands have increased in this area of Downtown.

The City issued a contract to Pape-Dawson Engineers for South Castell parking improvements in 2023. Staff is requesting to modify this contract to support the final plans, specifications, and estimates (PS&E) proposal, dated April 15, 2025, addressing the reconfiguration of these two lots to streamline access and usage, and to adjoin them, with the potential to increase the capacity by an additional 63 spaces. Total cost for this modification is \$106,825 making the total contract value \$119,060.

Most of the individuals parking in these two lots attend events at the Civic/Convention Center, therefore, it is recommended that the funding for this project be derived from Hotel/Motel Occupancy Taxes.

**ISSUE:**

There is a growing need for more parking capacity in Downtown New Braunfels, primarily to support the growth of the Civic/Convention Center. The existing parking lots on South Castell Avenue provide parking for events at the Civic/Convention Center; however, each lot is structured inefficiently. The final PS&E proposal provides an outline of a project to adjoin these lots, streamline their use, and add up to 63 parking spaces.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

The cost for the contract modification for the final PS&E stage is \$106,825. Funding for this project will be derived from the Hotel/Motel Occupancy Tax Fund, therefore sufficient funds are available.

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**RECOMMENDATION:**

Staff recommends approval of this funding request.

5/12/2025

Agenda Item No. D)

**PRESENTER:**

John Cox, Streets and Drainage Manager

**SUBJECT:**

Approval of annual contracts with Asphalt Inc DBA Lonestar Paving, Intermountain Slurry Seal, Inc, Concrete Enterprise, E-Z Bel Construction, LLC, D&D Contractors, Inc to provide road construction work, on an as-needed basis.

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

The City issued a Competitive Sealed Proposal on February 13, 2025 and once more on March 20, 2025 for road construction work on an as-needed basis. Five (5) responses were received in total. This bid contains 267 different line items for various road construction work, such as asphalt removal, flat work, cast in place retaining walls, sidewalks, milling, excavation and backfill, and other related work.

City staff evaluated the proposals received to determine best value for the City. Award criteria factors considered were overall cost, competence and qualifications, and experience with the City of New Braunfels performing similar services. These contracts are requirements type contracts and tasks will be ordered from the respective contractor as needed. This allows the Streets Division, Transportation & Capital Improvements and other City Departments to efficiently access these contracts for completing improvements.

These contracts will be utilized to support annual street repairs/enhancements within the General Fund as well as citywide street improvements within the Capital Funds. Therefore, the estimated annual expenditures stemming from these contracts are set at an amount not to exceed \$5 million. The contract term will be October 1, 2025, through September 30, 2030.

**ISSUE:**

N/A

**STRATEGIC PLAN REFERENCE:**

Economic Mobility  Enhanced Connectivity  Community Identity

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Organizational Excellence  Community Well-Being  N/A

**FISCAL IMPACT:**

Funding has been incorporated into the appropriate adopted budgets of the Public Works department and Capital Funds for continued support of these services. Therefore, sufficient funds are available to support the contracts described above.

**RECOMMENDATION:**

Staff recommends approval of annual contracts for road construction work with Asphalt Inc DBA Lonestar Paving, Intermountain Slurry Seal, Inc, Concrete Enterprise, E-Z Bel Construction, LLC, D&D Contractors, Inc.

5/12/2025

Agenda Item No. E)

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**PRESENTER:**

Julie Gohlke, Assistant Purchasing Manager

**SUBJECT:**

Approval of an annual multi-award contract with Big League Carwash, Watershed Carwash and Water Works Express to provide car washing services for the City of New Braunfels.

**DEPARTMENT:** Citywide

**COUNCIL DISTRICTS IMPACTED:** All

**BACKGROUND INFORMATION:**

A request for proposal for car wash services was issued on March 28, 2025, with proposals due on April 11, 2025. After evaluation staff are recommending a multi-award contract to Big League Carwash, Watershed Carwash and Water Works Express located in New Braunfels. The City's annual spend for this service during last fiscal year was approximately \$40,000.00.

Staff are recommending approval of an annual multi-award contract with Big League Carwash, Watershed Carwash and Water Works Express with an annual spend of approximately \$44,000.00 and an initial contract term of 3 years, beginning May 13, 2025, through May12, 2028. There will be two (2), one (1) year renewal options available to the City.

**ISSUE:**

City Vehicles are a visual representative of the City to the citizens thus having a Car Wash agreement in place that allows staff to maintain the appearance of the vehicle fleet is integral to maintaining a positive appearance and organizational excellence.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

Funds for car wash services will be paid from each respective department's annual operating budgets. Therefore, sufficient funds are available.

**RECOMMENDATION:**

Staff recommends approval of an annual multi-award contract with Big League Carwash, Watershed Carwash and Water Works Express to provide car wash services for the City of New Braunfels.

**5/12/2025**

Agenda Item No. F)

**PRESENTER:**

Barbara Coleman, Purchasing Manager

**SUBJECT:**

Approval of annual routine recurring expenditures for FY 2025 in accordance with City Charter Section 9.17.

**DEPARTMENT:** Finance

**COUNCIL DISTRICTS IMPACTED:** NA

**BACKGROUND INFORMATION:**

Per section 9.17 of the City Charter, City Council approval is required for annual purchases that exceed \$50,000. There are various routine expenditures that occur every year and staff recommend that these expenditures be approved all at once, to more efficiently manage staff resources as well as ensure compliance with the charter. This will eliminate the need for these expenditure requests to be brought to City Council individually throughout the year.

This action will allow purchases to be made as needed throughout the year. As indicated below, the purchases are competitively vetted by cooperative agreements, quote or justified as a single source. Funding has been allocated for all of the expenditures detailed below.

As additional vendors that are anticipated to exceed the \$50,000 threshold are identified, they would still be brought for City Council at that time. Moreover, any purchases that warrant individual consideration and approval will be brought to City Council in that manner.

The following purchases and estimated annual expenditures are recommended for City Council consideration:

| Vendor Source                   | Service  | Not to Exceed | Contract Source |
|---------------------------------|--|---------------|-----------------|
| <b>Angel Armor</b>              | Body Armor for Police Department. Funding is incorporated into the Police Department operating budget.                       | \$100,000     | BuyBoard        |
| <b>Aramark\Vestis</b>           | Janitorial supplies and services to support DasRec. Funding is incorporated into the Parks Department operating budget.      | \$65,000      | BuyBoard        |
| <b>Galls, Inc. Angel/miller</b> | Fire and Police Department / uniforms, Bullet proof vest and other accessories. Staff are asking for an increase of \$60,000 | \$210,000     | BuyBoard        |

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From \$150,000 to \$210,000.  
Funding is incorporated into the  
appropriate operating budgets.

**Harrell's Inc.**

Landscape fertilizers for the Golf Course      \$230,000    BuyBoard  
And Parks Maintenance. Staff is asking  
for additional spend of \$30,000 changing  
the annual spend From \$200,000 to \$230,000.  
Funds are incorporated into the Golf  
Course Enterprise Fund Budget.

**Siddons Martin  
Fire Apparatus**

Service work for Fire engine repairs      \$500,000    BuyBoard  
Staff are asking for an increase of \$200,000.  
This will support repairs that are needed immediately  
and through the end of this fiscal year.  
Funding is incorporated into the Fire Department  
operating budget.

**ISSUE:**

Maintain fiscal stability of City Operations

**STRATEGIC PLAN REFERENCE:**

Economic Mobility    Enhanced Connectivity    Community Identity  
 Organizational Excellence    Community Well-Being    N/A  
[Enter Objectives/Performance Measures Supported]

**FISCAL IMPACT:**

Funding for all initiatives and expenditures above were incorporated into the appropriate FY 2025 departmental budgets. However, the amounts above are estimates; actual costs are dependent upon needs. If the actual costs above exceed what was allocated in the budget for those services, departments are required to make that difference up elsewhere within their operating budget.

**RECOMMENDATION:**

Staff recommends approval of annual recurring expenditures for FY 2025 in accordance with City Charter section 9.17.

5/12/2025

Agenda Item No. G)

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**PRESENTER:**

Karrie Cook, Budget Manager

**SUBJECT:**

Approval of a FY 2025 Budget Amendment totaling \$481,000 for the Fire Station #5 Renovation project to be funded by the 2019 Bond Fund.

**DEPARTMENT:** Transportation and Capital Improvements, Fire

**COUNCIL DISTRICTS IMPACTED:** N/A

**BACKGROUND INFORMATION:**

Fire Station #5 was built in 1988 and currently houses one medic unit, one engine and six staff personnel. The current station is not functional for the needs of the staff and has several safety concerns regarding PPE storage, PPE decontamination (washing), and vehicle entry into the station. This project will include an update to the living quarters to include the kitchen and restroom facilities, and an exterior expansion area for proper PPE decontamination and storage and a workout area. The outside areas will be improved as well to address the appropriate number of parking spaces and secured parking

On September 9, 2024 Council approved a Guaranteed Maximum Price (GMP) to Trimbuilt Construction for \$1,854,561 to complete the construction of this project and an additional \$70,000 for owners contingency.

With the design contract, construction contract, materials testing, Furniture, Fixtures and Equipment (FFE) and contingency, additional funding is needed to complete this project.

The Fire Station #5 Renovation project was originally funded in the 2022 Tax Note fund. As funding needs have expanded, remaining funds in the 2019 Bond fund are available to be utilized to fund the remaining costs for this project.

*Original Project Budget: \$1,820,000*

*Requested Amendment: \$481,000*

*New Proposed Project Budget: \$2,301,000*

**ISSUE:**

N/A

**STRATEGIC PLAN REFERENCE:**

Economic Mobility Enhanced Connectivity Community Identity

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Organizational Excellence  Community Well-Being  N/A

**FISCAL IMPACT:**

The 2019 Bond fund has sufficient funding to contribute the requested \$481,000 to complete the renovations at Fire Station #5.

**RECOMMENDATION:**

Staff recommends approval of this project budget amendment.

5/12/2025

Agenda Item No. H)

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**PRESENTER:**

Matthew Eckmann, Assistant Director of Public Works

**SUBJECT:**

Approval of an expenditure with Cobb, Fendley & Associates for right-of-way acquisition services as part of the Common Street Improvements Project.

**DEPARTMENT:** Public Works, Transportation and Capital Improvements

**COUNCIL DISTRICTS IMPACTED:** 4

**BACKGROUND INFORMATION:**

The Common Street Improvements Project is one of the approved projects in Proposition A of the 2023 Bond Program. The project will improve the current roadway to a four-lane road with sidewalks and the addition of medians, left turn lanes, and two-way left turn lanes.

**ISSUE:**

In order to accomplish this project, it is necessary to acquire right-of-way, drainage easements, utility easements and temporary construction easements from approximately 62 parcels. The City issued an on-call contracted with Cobb, Fendley & Associates in January 2024 to provide right-of-way acquisition services. Staff is asking that Cobb, Fendley & Associates provide the right-of-way services for this project with an estimated cost of up to \$361,585.00.

The expenditures will cover the firm’s professional services as well as pass-through expenses for appraisal related services.

**STRATEGIC PLAN REFERENCE:**

Economic Mobility  Enhanced Connectivity  Community Identity  
 Organizational Excellence  Community Well-Being  N/A  
[Enter Objectives/Performance Measures Supported]

**FISCAL IMPACT:**

Funds for the acquisition of right-of-way and easements, as well as consultant fees, are incorporated in the project budgets for the 2023 Bond.

**RECOMMENDATION:**

Staff recommends approval of this expenditure.

5/12/2025

Agenda Item No. 1)

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**PRESENTER:**

Jeff Jewell, Economic and Community Development Director

**SUBJECT:**

Approval of a resolution recommended by the New Braunfels Economic Development Corporation of an amendment to an existing economic development agreement with Headwaters at the Comal

**DEPARTMENT:** Economic and Community Development

**COUNCIL DISTRICTS IMPACTED:** 4

**BACKGROUND INFORMATION:**

Headwaters at the Comal (“Headwaters”) was established in 2017 to restore 16 acres of real property (333 E. Klingemann Street) adjacent to the Comal Sprints and Comal River system into an environmental education center highlighting the cultural and environmental significance of the Comal Springs. The planned education center is a 6,400 square foot air-conditioned building with indoor spaces for education programs, community meetings, a kitchen, public restrooms and an open-air exhibit space.

On March 31, 2022, the New Braunfels Economic Development Corporation approved a \$1.2M grant to the Headwaters to modify, renovate, construct, and expand the education center on the site - City Council approved this grant by Resolution 2022-R29 on April 11, 2022. The agreement detailed requirements for the grant as well as a construction completion deadline (I.3) 36 months from the date of the agreement’s execution (May 10, 2022). At present, the construction completion is expected for March 2027 due to delays caused by unexpected archeological discoveries at the site and cost escalation which resulted in a funding shortfall.

This amendment would extend the existing construction deadline an additional 22 months to align with the updated Headwaters’ expected completion.

The NBEDC approved this amendment at its April 17, 2025 meeting.

**ISSUE:**

The existing Economic Development Agreement between the New Braunfels Economic Development Corporation and Headwaters at the Comal includes a construction completion deadline which will not be met. An amendment extending this deadline an additional 22 months is being proposed to align with the anticipated completion date.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

There is no fiscal impact for extending the construction deadline in the existing contract.

**RECOMMENDATION:**

Staff recommends approval of the amendment to extend the construction deadline by 22 months.



**RESOLUTION NO. 2025 – RXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING A RECOMMENDATION OF THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION FOR AN ADDITIONAL 22-MONTH CONSTRUCTION EXTENSION TO AN EXISTING ECONOMIC DEVELOPMENT AGREEMENT WITH HEADWATERS AT THE COMAL.**

**WHEREAS**, the New Braunfels Economic Development Corporation (“NBEDC”) approved an economic development agreement (the “Agreement”) with Headwaters at the Comal (the “Organization”), on March 31, 2022; and

**WHEREAS**, the approved economic incentive grant, not to exceed \$1,200,000, aimed to support the modification, renovation, construction, and expansion of an education center at the site on 333 E. Klingemann Street; and

**WHEREAS**, the City Council of the City of New Braunfels, Texas, approved the recommendation from the NBEDC for this grant with Resolution 2022-R29 on April 11, 2022; and

**WHEREAS**, the initial performance agreement detailed requirements for the grant and a construction deadline of 36 months from the date of the agreement’s execution, which required project completion by May 2025; and

**WHEREAS**, due to delays caused by unexpected archeological discoveries at the site and cost escalation which resulted in a funding shortfall, project completion is now expected by March 2027; and

**WHEREAS**, the 22-month extension is requested to align more closely with the Organization’s updated expected completion date; and

**WHEREAS**, there are no additional fiscal impacts for extending the initial agreement by an 22-months; and

**WHEREAS**, the NBEDC voted to approve the 22-month extension to the existing agreement at its April 17, 2025 meeting;

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

SECTION 1: That the recommendation of the New Braunfels Economic Development Corporation, to extend an existing economic development incentive agreement with Headwaters at the Comal, by 22-months, is hereby approved.

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

PASSED, ADOPTED, AND APPROVED THIS 12<sup>th</sup> DAY OF MAY, 2025.

CITY OF NEW BRAUNFELS

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NEAL LINNARTZ, MAYOR

ATTEST:

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GAYLE WILKINSON, CITY SECRETARY

5/12/2025

Agenda Item No. J)

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**PRESENTER:**

Jeff Jewell, Economic and Community Development Director

**SUBJECT:**

Approval of a resolution recommended by the New Braunfels Economic Development Corporation approving a project expenditure, of up to \$2,300,000, to the Headwaters at the Comal for the completion of construction, pursuant to Section 505.152 of the Texas Local Government Code.

**DEPARTMENT:** Economic and Community Development

**COUNCIL DISTRICTS IMPACTED:** 4

**BACKGROUND INFORMATION:**

The New Braunfels Economic Development Corporation (“NBEDC”) approved an initial grant of \$1.2M for the initiation of the Headwaters at the Comal project in March 2022. Since then, significant improvements have been completed at the site to include: main building repurposing, adding a front drive through, installation of recycled concrete pavers, hardscape features, rainwater cisterns and archeological discoveries. Additional work planned will complete the formal front entrance and picnic commons, air-conditioned spaces, visitor’s center, multiple meeting spaces and public restroom facilities; and an adjacent parking lot to support access to the Headwaters.

The NBEDC met on February 20, 2025 to consider a request from the Headwaters at the Comal for up to \$2,300,000 to complete construction of the project. After holding a public hearing at its April 17, 2025 meeting, the NBEDC voted unanimously to approve this expenditure.

**ISSUE:**

Additional funds are being requested by the Headwaters at the Comal to complete construction of the project at 333 E. Klingemann Street.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

The not to exceed amount for this second grant is \$2,300,000; the NBEDC has sufficient funds to approve this expenditure.

**RECOMMENDATION:**

Staff recommends approval of the \$2,300,000 for the completion of Phase 2 construction of the Headwaters at the Comal project.

## RESOLUTION 2025 – RXX

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING A RECOMMENDATION OF THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION FOR A PROJECT EXPENDITURE OF UP TO \$2,300,000 TO THE HEADWATERS AT THE COMAL TO COMPLETE CONSTRUCTION, PURSUANT TO SECTION 505.152 OF THE TEXAS LOCAL GOVERNMENT CODE.**

WHEREAS, the New Braunfels Economic Development Corporation (“NBEDC”) Board of Directors met on February 20, 2025, to consider a request from the Headwaters at the Comal for up to \$2,300,000 to complete construction of the project; and

WHEREAS, features of the project to be constructed and completed include the center’s entrance and picnic commons, air-conditioned spaces, visitor’s center, public meeting spaces, public restroom facilities, and an adjacent parking lot to support access to the center; and

WHEREAS, the NBEDC approved an initial grant of \$1,200,000 for this project on March 31, 2022; and

WHEREAS, section 505.152 of the Texas Local Government Code outlines approved projects for the NBEDC; and

WHEREAS, section 505.152 lists projects related to recreational or community facilities to include improvements for “open space improvements” as eligible projects for funding; and

WHEREAS, the NBEDC Board of Directors held a public hearing on April 17, 2025 to solicit public comments about the proposed project expenditure; and

WHEREAS, the NBEDC Board of Directors, after discussing the request, voted to approve the expenditure in an amount up to \$2,300,000 to the Headwaters at the Comal to fund the construction and completion of the project.

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

SECTION 1: That the recommendation of the NBEDC to approve a project expenditure of up to \$2,300,000 to the Headwaters at the Comal for the construction and completion of the project is hereby approved.

SECTION 2: That a contract between the NBEDC and the Headwaters at the Comal will be executed to fulfill the terms and conditions of the project expenditure and the NBEDC President and Secretary are authorized to execute the agreement.

SECTION 3: That this Resolution shall become effective from and after the date of its passage.

PASSED, ADOPTED, AND APPROVED this 12 day of May 2025.

CITY OF NEW BRAUNFELS

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NEAL LINNARTZ, MAYOR

ATTEST

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GAYLE WILKINSON, CITY SECRETARY

5/12/2025

Agenda Item No. K)

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**PRESENTER:**

Jeff Jewell, Economic and Community Development Director

**SUBJECT:**

Approval of a resolution renaming the Central Texas Technology Center Advisory Board to the Regional Workforce Education Alliance and modifications to its by-laws.

**DEPARTMENT:** Economic and Community Development

**COUNCIL DISTRICTS IMPACTED:** N/A

**BACKGROUND INFORMATION:**

The cities of New Braunfels and Seguin created the Central Texas Technology Center (“CTTC”) Advisory Board collaboratively in 2004 by joint resolution of New Braunfels 2004-R23 and Seguin 04R-59. The CTTC Advisory Board was tasked with the oversight of the Central Texas Technology Center and the programs operating within. The Advisory Board operates under the guidance of by-laws, last edited in 2023, which stipulate they may be amended provided that the City Councils of the cities of New Braunfels and Seguin approve any such change.

Since at least 2023, the CTTC Advisory Board has been discussing the evolving nature of its role in supporting workforce development in the broader region. Many of those discussions centered around the need to serve as a more connective entity between industry, education partners and the community’s workforce needs. The board feels that a focus exclusively on the operations within the confines of the CTTC building was limiting given the reality that workforce needs are broadly regional, multi-institutional and jurisdictional and require cross-sector collaborations to address issues. The board agreed to make a more formal request to the city councils of New Braunfels and Seguin to formally recognize the evolving role of the board and its purpose in the broader context of regional workforce development.

On January 28<sup>th</sup>, 2025, the CTTC Advisory Board held a strategic planning meeting to discuss the status of the center, review legislative priorities, growth and employment conditions, and to set a new mission, vision, and future for the Board. After considerable discussion, the Board identified many recommendations for by-law changes and an overall name change to better align with the mission and vision of the committee. The CTTC Advisory Board met on April 8<sup>th</sup>, 2025 and voted unanimously to approve a new mission, vision, name change, and updated by-laws.

Proposed changes include:

- Modifying the existing Board’s name to the Regional Workforce Education Alliance (“RWEA”)
- Updating and matching the Board’s purpose to align with the new mission and vision
  - *Approved Mission:* To be a strategic group for clear communication, aligned efforts, collaboration, and targeted support for workforce education.
  - *Approved Vision:* To capitalize on opportunities that support industry and lead to an increased quality of life and positive generational change.
- Adjusting the membership details, ex-officio classifications, terms, attendance, officer roles, and the

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responsibilities of the Board.

Attached to this agenda item are the tracked edits and the clean version of the proposed by-laws. As shown from the proposed changes, the RWEA is refocusing its efforts to support and connect industry workforce needs and moving away from a focus on oversight of the CTTC facility.

The Seguin City Council is scheduled to review and consider these changes at its May 20<sup>th</sup>, 2025 meeting.

**ISSUE:**

Through strategic planning, the CTTC Advisory Board identified the need to modify their existing purpose, adopt a new mission/vision, by-law changes, and an overall name change to better align with their plans and goals.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

There is no fiscal impact for changing the Board's by-laws and name.

**RECOMMENDATION:**

Staff recommends approval of the Board's name change and by-law edits to match the recent strategic planning exercise.

**RESOLUTION NO. 2025 – RXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, RENAMING THE CENTRAL TEXAS TECHNOLOGY CENTER ADVISORY BOARD TO THE REGIONAL WORKFORCE EDUCATION ALLIANCE AND APPROVING CHANGES TO ITS BY-LAWS.**

WHEREAS, the cities of New Braunfels and Seguin created the Central Texas Technology Center (“CTTC”) Advisory Board collaboratively in 2004 by Joint Resolution of New Braunfels 2004-R23 and Seguin 04R-59; and

WHEREAS, the CTTC Advisory Board adopted a set of bylaws (the “By-Laws”) which stipulate they may be amended provided that the City Councils of the cities of New Braunfels and Seguin approve any such change; and

WHEREAS, the CTTC Advisory Board held a strategic planning meeting on January 28, 2025 to discuss the status of the center, legislative priorities, growth and employment conditions, and setting a new mission, vision, and future for the Board; and

WHEREAS, the CTTC Advisory Board met on April 8, 2025 and voted unanimously to approve the name change and the updated By-Laws; and

WHEREAS, the proposed name change and the updated By-Laws were reviewed and approved by the City Council of Seguin, Texas on May 6, 2025; and

WHEREAS, the CTTC Advisory Board desires to rename themselves the Regional Workforce Education Alliance to more closely align with their newly identified mission and vision; and

WHEREAS, the CTTC Advisory Board desires to amend the existing By-Laws to include their new name, their revised purpose statement, a clarification of membership categories, attendance expectations, member roles, and updated responsibilities.

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

SECTION 1: That the Central Texas Technology Center Advisory Board name change to the Regional Workforce Education Alliance is hereby approved.

SECTION 2: That the revised By-Laws attached hereto as “Exhibit A” are hereby approved.

SECTION 3: That is resolution shall become effective from and after the date of its passage.

**PASSED AND APPROVED** by the City Council of the City of New Braunfels, Texas on this 12<sup>th</sup> Day of May, 2025.

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NEAL LINNARTZ, MAYOR  
CITY OF NEW BRAUNFELS, TEXAS

ATTEST:

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GAYLE WILKINSON, CITY SECRETARY  
CITY OF NEW BRAUNFELS, TEXAS

## **EXHIBIT A**

### **BY-LAWS Regional Workforce Education Alliance**

#### **SECTION I. - PURPOSE**

The City of New Braunfels City Council and the City of Seguin City Council have established the Regional Workforce Education Alliance (“RWEA”) as a strategic group for clear communication, aligned efforts, collaboration, and targeted support for workforce education efforts. The vision of the RWEA is to capitalize on opportunities that support industry and lead to an increased quality of life and positive generational change.

#### **SECTION II. - MEMBERSHIP**

- A. **Appointment** - The Alliance shall consist of ten (10) members. Five (5) members shall be appointed by the City Council of the City of New Braunfels and five (5) members shall be appointed by the City Council of the City of Seguin. Members shall represent workforce industries within the region.
- B. **Ex Officio Members** – Regional school districts and post-secondary educational institutions may appoint a single representative that shall serve as Ex Officio voting members and are not subject to the term limits outlined in Section II. C, below and are not included in the number of appointed members. Ex-officio members appointed from regional school districts shall be Career and Technical Education (CTE) representatives or an equivalent position. All Ex-Officio members appointed must follow board and commission appointment application procedures as prescribed by the City of New Braunfels and the City of Seguin.
- C. **Term** - All members, except for Ex Officio Members described in Section II.B, above, shall serve a two (2) year term.
- D. **Attendance** - Any member who shall be absent for more than three consecutive regular meetings during one calendar year will be at risk of automatically losing his or her membership. Members who accrue three consecutive absences may make an appeal to the Chair to request additional considerations before removal from the Alliance. This appeal must be initiated via email or in person, before the next regularly scheduled meeting after the member’s third absence is accrued. The Chair has the discretion to recommend the membership status to the RWEA and individual’s appointing City.
- E. **Vacancies** - Should a member resign, fail to serve, or accrue enough absences to lose their membership, notices will be given to the City Council who appointed such member and who shall appoint a new member to fill the unexpired term of the vacating member.

#### **SECTION III - OFFICERS**

- A. **Election** - The Alliance shall, by a majority vote, elect from their membership a Chair and a Vice-Chair to serve for a term of two (2) years. The Chair and Vice-Chair will be representatives from alternating Cities (i.e., Chair from Seguin and Vice-Chair from New Braunfels) and after each term, the representative cities will swap (i.e., Chair from New Braunfels and Vice-Chair from Seguin).
- B. **Duties & Additional Roles** –  
Chair - shall conduct meetings, call special meetings, and be the spokesperson for all Committee actions.

Vice-Chair - shall perform all duties of the Chair in the absence of the Chair.

A Secretary will serve in a non-elected capacity and is assumed by an active member at the Chair's discretion. The Secretary shall assist the Chair and Vice-Chair with taking minutes during/after each meeting.

#### **SECTION IV - RESPONSIBILITIES**

The responsibilities of the Alliance shall include, but are not limited to:

- Serve as a strategic alliance that fosters work/skill/education pathways and career exploration that lead to placement in high wage careers.
- Bring together and align strategic objectives and opportunities for secondary students, post-secondary students (workforce or academic), post-secondary education providers, industry partners, and the communities that we serve. ***\*\* This aligns with our strategic objectives***
- Create and maintain channels of cross functional communication to optimize idea flow and action implementation.
- Regularly review the offerings and needs from regional school districts, post-secondary education providers, industry partners, and other service providers. Check for alignment with the regional economic development strategic plan.
- Request, review, and evaluate annual regional workforce reports provided by Chamber or City representatives
- Evaluate needs of the Central Texas Technology Center.
- Provide updates and recommendations affecting workforce education in the region.

#### **SECTION V - MEETINGS**

Regular meetings shall be held at least bi-monthly at a time and place as designated by the Chair. Notice of all meetings shall be given in writing at least 72 hours prior to the meeting date. The Chair is authorized to call a special meeting of the Alliance.

#### **SECTION VI - QUORUM**

A quorum shall consist of a majority of the members then duly appointed, and no action shall be taken in the absence of a quorum.

#### **SECTION VII - VOTING**

The affirmative vote of the majority of the members present is necessary for the Alliance to take action.

#### **SECTION VIII – AMENDING BY-LAWS**

These By-Laws may be amended at any meeting of the Alliance by a majority vote of the members present (quorum required) provided notice of the proposed amendment was given to each member in writing at least 72 hours prior to the subject meeting. Amendments shall require approval by both City Councils.

**BY-LAWS**  
**Regional Workforce Education Alliance**

**SECTION I. - PURPOSE**

The City of New Braunfels City Council and the City of Seguin City Council have established the Regional Workforce Education Alliance (“RWEA”) as a strategic group for clear communication, aligned efforts, collaboration, and targeted support for workforce education efforts. The vision of the RWEA is to capitalize on opportunities that support industry and lead to an increased quality of life and positive generational change.

**SECTION II. - MEMBERSHIP**

- A. Appointment - The Alliance shall consist of ten (10) members. Five (5) members shall be appointed by the City Council of the City of New Braunfels and five (5) members shall be appointed by the City Council of the City of Seguin. Members shall represent workforce industries within the region.
  
- B. Ex Officio Members – Regional school districts and post-secondary educational institutions may appoint a single representative that shall serve as Ex Officio voting members and are not subject to the term limits outlined in Section II. C, below and are not included in the number of appointed members. Ex-officio members appointed from regional school districts shall be Career and Technical Education (CTE) representatives or an equivalent position. All Ex-Officio members appointed must follow board and commission appointment application procedures as prescribed by the City of New Braunfels and the City of Seguin.
  
- C. Term - All members, except for Ex Officio Members described in Section II.B, above, shall serve a two (2) year term.
  
- D. Attendance - Any member who shall be absent for more than three consecutive regular meetings during one calendar year will be at risk of automatically losing his or her membership. Members who accrue three consecutive absences may make an appeal to the Chair to request additional considerations before removal from the Alliance. This appeal must be initiated via email or in person, before the next regularly scheduled meeting after the member’s third absence is accrued. The Chair has the discretion to recommend the membership status to the RWEA and individual’s appointing City.
  
- E. Vacancies - Should a member resign, fail to serve, or accrue enough absences to lose their membership, notices will be given to the City Council who appointed such member and who shall appoint a new member to fill the unexpired term of the vacating member.

**SECTION III - OFFICERS**

- A. Election - The Alliance shall, by a majority vote, elect from their membership a Chair and a Vice-Chair to serve for a term of two (2) years. The Chair and Vice-Chair will be representatives from alternating Cities (i.e., Chair from Seguin and Vice-Chair from New Braunfels) and after each term, the representative cities will swap (i.e., Chair from New Braunfels and Vice-Chair from Seguin).
  
- B. Duties & Additional Roles –  
Chair - shall conduct meetings, call special meetings, and be the spokesperson for all Committee actions.

Vice-Chair - shall perform all duties of the Chair in the absence of the Chair.

A Secretary will serve in a non-elected capacity and is assumed by an active member at the Chair's discretion. The Secretary shall assist the Chair and Vice-Chair with taking minutes during/after each meeting.

#### **SECTION IV - RESPONSIBILITIES**

The responsibilities of the Alliance shall include, but are not limited to:

- Serve as a strategic alliance that fosters work/skill/education pathways and career exploration that lead to placement in high wage careers.
- Bring together and align strategic objectives and opportunities for secondary students, post-secondary students (workforce or academic), post-secondary education providers, industry partners, and the communities that we serve. **\*\* This aligns with our strategic objectives**
- Create and maintain channels of cross functional communication to optimize idea flow and action implementation.
- Regularly review the offerings and needs from regional school districts, post-secondary education providers, industry partners, and other service providers. Check for alignment with the regional economic development strategic plan.
- Request, review, and evaluate annual regional workforce reports provided by Chamber or City representatives
- Evaluate needs of the Central Texas Technology Center.
- Provide updates and recommendations affecting workforce education in the region.

#### **SECTION V - MEETINGS**

Regular meetings shall be held at least bi-monthly at a time and place as designated by the Chair. Notice of all meetings shall be given in writing at least 72 hours prior to the meeting date. The Chair is authorized to call a special meeting of the Alliance.

#### **SECTION VI - QUORUM**

A quorum shall consist of a majority of the members then duly appointed, and no action shall be taken in the absence of a quorum.

#### **SECTION VII - VOTING**

The affirmative vote of the majority of the members present is necessary for the Alliance to take action.

#### **SECTION VIII – AMENDING BY-LAWS**

These By-Laws may be amended at any meeting of the Alliance by a majority vote of the members present (quorum required) provided notice of the proposed amendment was given to each member in writing at least 72 hours prior to the subject meeting. Amendments shall require approval by both City Councils.

## BY-LAWS

### Central Texas Technology Center Advisory Board Regional Workforce Education Alliance

#### SECTION I. - PURPOSE

The City of New Braunfels City Council and the City of Seguin City Council have established the Central Texas Technology Center Advisory Board **Regional Workforce Education Alliance (“RWEA”)** to assist in the administration of the Central Texas Technology Center (“CTTC”) and its programs. The Board shall be charged with the responsibility of oversight for the Central Texas Technology Center and **as a strategic group for clear communication, aligned efforts, collaboration, and targeted support for workforce education efforts. The vision of the RWEA is to capitalize on opportunities that support industry and lead to an increased quality of life and positive generational change.**

#### SECTION II. - MEMBERSHIP

- A. Appointment - The ~~Committee~~ **Alliance** shall consist of ten (10) members. Five (5) members shall be appointed by the City Council of the City of New Braunfels and five (5) members shall be appointed by the City Council of the City of Seguin. **Members shall represent workforce industries within the region.**
- B. Ex Officio Members – **Regional** school districts ~~including Comal ISD, Navarro ISD, New Braunfels ISD, and Seguin ISD~~ **and post-secondary educational institutions** may appoint a **single** representative that shall serve as Ex Officio voting members and are not subject to the term limits outlined in Section II.B.C, below **and are not included in the number of appointed members.** Ex-officio members appointed from regional school districts shall be Career and Technical Education (CTE) representatives or an equivalent position. All Ex-Officio members appointed must follow board and commission appointment application procedures as prescribed by the City of New Braunfels and the City of Seguin. ~~The City of New Braunfels City Council shall have the responsibility to appoint representation from Comal ISD and New Braunfels ISD. The City of Seguin City Council shall have the responsibility to appoint representation from Navarro ISD and Seguin ISD.~~
- C. Term - All members, except for Ex Officio Members described in Section II.B, above, shall serve a **two (32)** year term. ~~No member may serve more than two (2) consecutive three year terms, but may be eligible to serve another two (2) consecutive three year terms after not serving on the board for at least a one (1) year period.~~
- D. Attendance - Any member who shall be absent for more than three consecutive **regular** meetings during one calendar year **will be at risk of** ~~shall automatically losing~~ his or her membership. **Members who accrue three consecutive absences may make an appeal to the Chair to request additional considerations before removal from the Alliance. This appeal must be initiated via email or in person, before the next regularly scheduled meeting after the member’s third absence is accrued. The Chair has the discretion to recommend the membership status to the RWEA and individual’s appointing City.**

- E. Vacancies - Should a member resign, fail to serve, **or accrue enough absences to lose their membership**, notices will be given to the City Council who appointed such member and who shall appoint a new member to fill the unexpired term of the ~~retired~~ **vacating** member.

### **SECTION III - OFFICERS**

- A. Election - The ~~Committee~~ **Alliance** shall, by a majority vote, elect from their membership a ~~Secretary~~, Chair and a Vice-Chair to serve for a term of two (2) years. The Chair and Vice-Chair will be representatives from alternating Cities (i.e., Chair from Seguin and Vice-Chair from New Braunfels) and after each term, the representative cities will swap (i.e., Chair from New Braunfels and Vice-Chair from Seguin). ~~For the first two (2) years, the Chair will be appointed represent by the City of Seguin, and the Vice Chair will be appointed by the City of New Braunfels. After the first two (2) years and each two (2) years thereafter, appointments shall be reversed~~

B. Duties & Additional Roles –

Chair - shall conduct meetings, call special meetings, and be the spokesperson for all Committee actions.

Vice-Chair - shall perform all duties of the Chair in the absence of the Chair.

**A Secretary will serve in a non-elected capacity and is assumed by an active member at the Chair's discretion. The Secretary** shall assist the Chair and Vice-Chair with taking minutes during/after each meeting.

### **SECTION IV -RESPONSIBILITIES**

The responsibilities of the ~~Board~~ **Alliance** shall include, but **are** not limited to:

- ~~1. Regularly review the performance~~ **offerings from** services providers, including the Alamo Community College District and Texas State Technical College, who operate at the Central Texas Technology Center.
- Annually review the curriculum and classes being offered **in the region** for alignment with the economic development strategic plans of both cities.
  - **Bring together and align strategic objectives and opportunities for secondary students, post-secondary students (workforce or academic), post-secondary education providers, industry partners, and the communities that we serve. **\*\* This aligns with our strategic objectives****
  - **Create and maintain channels of cross functional communication to optimize idea flow and action implementation.**
  - **Regularly review the offerings and needs from regional school districts, post-secondary education providers, industry partners, and other service providers. Check for alignment with the regional economic development strategic plan.**

- ~~2. Serve as a clearinghouse for regional workforce training needs, including:
 
    - ~~a. Coordination with the area school districts to provide available classes or training for area students.~~
    - ~~b. Aggregating training needs of local employers and employees.~~
    - ~~c. Identify training needs to attract new industries to the area.~~~~
  - ~~3. Produce an annual regional workforce report to the New Braunfels City Council and the Seguin City Council.~~
- **Request, review, and evaluate annual regional workforce reports provided by the cities' representatives.**
  - **Evaluate needs of the** ~~Present recommendations on future needs and expansion of the Central Texas Technology Center.~~
- ~~4. Promote the Central Texas Technology Center to area businesses, industries, and citizens.~~
  - ~~5. Any other responsibilities which may be assigned by both City Councils.~~
- **Provide updates and recommendations affecting workforce education in the region.**

#### **SECTION V - MEETINGS**

Regular meetings shall be held at least bi-monthly ~~at the Central Texas Technology Center or at such other~~ a time **and** ~~or~~ place as **designated by** the Chair ~~may designate~~. Notice of all meetings shall be given in writing at least 72 hours prior to the meeting date. The Chair is authorized to call a special meeting of the **Alliance Board**.

#### **SECTION VI - QUORUM**

A quorum shall consist of a majority of the members then duly appointed, and no action shall be taken in the absence of a quorum.

#### **SECTION VII - VOTING**

The affirmative vote of the majority of the members present is necessary for the **Alliance Committee** to take action.

#### **SECTION VIII – AMENDING BY-LAWS**

These By-Laws may be amended at any meeting of the **Alliance Committee** by a majority vote of the members present (quorum required) provided notice of the proposed amendment was given to each member in writing at least 72 hours prior to the subject meeting. Amendments shall require approval by both City Councils.

5/12/2025

Agenda Item No. L)

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**PRESENTER:**

Bryan V. Ruiz, Neighborhood Services Manager

**SUBJECT:**

Approval of the second and final reading of an ordinance to amend Chapter 6 of the Code of Ordinances relating to dangerous dogs and rabies control; and establishing the classification of aggressive dogs and related procedures.

**DEPARTMENT:** Planning & Development Services - Neighborhood Services - Animal Welfare & Rescue Division

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

**At their meeting on April 28, 2025, City Council unanimously approved the first reading of this ordinance amendment.**

The City of New Braunfels' current vicious or dangerous dog ordinance has been in place for many years and requires updating. Staff proposes to amend the current ordinance to provide consistency with State statutes and with other Texas municipalities. One example is the current ordinance requires a Police Officer hear a case to determine if a dog is dangerous. A recommended change is to allow the New Braunfels Animal Welfare & Rescue Division to make this determination after investigating all the evidence on the case.

Another recommended improvement includes allowing home quarantine of an animal without the need for approval of the victim or guardian. This change would allow the Animal Welfare & Rescue Officer to make an unbiased home quarantine determination and not add an undue financial burden on the owner of the animal. Additionally, quarantining at an unfamiliar facility can stress an animal that may be at an advanced age or have medical issues, in some cases limiting some such animal's ability to complete a 10-day quarantine.

The City also recommends amending the ordinance that currently requires an unvaccinated animal that was bitten or exposed to a rabid animal to be isolated for 6 months - the recommendation is to reduce this to 3 months. Another proposed change is to the current rule if a vaccinated animal was bitten or exposed to a rabid animal to be isolated for 3 months - reduce this to 45 days. These changes in the time frames for isolation are to be consistent with current state statute.

**ISSUE:**

New Braunfels' current dangerous dog ordinance is not consistent with the State of Texas dangerous dog rules. The proposed amendments would resolve these inconsistencies and reduce the amount of time the animal is unnecessarily in isolation.

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**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

The Animal Services Advisory Board recommended approval.

**ORDINANCE NO. 2025- \_\_\_\_**

**AN ORDINANCE OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 6, ANIMALS, ARTICLES I, III, IV AND V, TO UPDATE DEFINITIONS, DANGEROUS DOG PROCEDURES, RABIES AND QUARANTINE PROVISIONS; TO ADD DANGEROUS AND AGGRESSIVE DOG REGULATIONS; TO ESTABLISH RELATED PROCEDURES FOR ENFORCEMENT, HEARINGS AND APPEALS; 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 July 20, 2024 recommended approval of the proposed amendments; and

**Whereas**, the City Council heard a presentation and held a public hearing on this topic at their February 10, 2025 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 April 28, 2025, and a second reading on May 12, 2025.

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

SECTION1: That the Code of Ordinances, Chapter 6-Animals, Article I be amended as indicated below:

## **ARTICLE I. IN GENERAL**

### **Sec. 6-1. Definitions.**

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandon* means left without the needed protection, care, or support by the owner, a person, partnership, or corporation.

*Aggressive dog means a dog that:*

- (1) *is at large and is found to be a nuisance, or displaying threatening or aggressive behavior; including chasing people, or*
- (2) *while at large, causes an injury that is severe in the opinion of the Animal Welfare Authority, to any domestic animal or livestock except poultry; or*
- (3) *while at large, kills or causes the death of any domestic animal or livestock except poultry.*

*Altered or sterilized* means the surgical removal of the reproductive organs of a dog or cat or the use of nonsurgical methods and technologies approved by the United States Food and Drug Administration or the United States Department of Agriculture to permanently render the animal unable to reproduce.

*Animal* means every nonhuman species of animal, both domestic and wild.

*Animal at large* means any animal not under the restraint (as defined in this section) of a person capable of controlling the animal on or off the premises of the owner.

*Animal care* means the responsible practice of good handling, feeding, watering, protection, shelter, transportation, treatment, and, when necessary, euthanasia, appropriate for the age, species, condition, size and type of the animal and the provision of veterinary care when deemed necessary by an animal control officer to prevent suffering or impairment of health.

*Animal shelter* means any facility operated by a humane society, or municipal agency or its authorized agents, for the purpose of impounding stray, homeless, abandoned or unwanted animals under the authority of this chapter or state law for care, confinement, return to owner, adoption or euthanasia.

*Animal welfare authority means a municipal office with authority over the area where the dog is kept.*

*Animal Welfare & Rescue Division / animal control officer or humane officer* means any person designated by the city ~~as a law enforcement officer~~ who is qualified to perform such duties as required by this chapter and/or state law.

*Animal welfare organization* means any non-profit organization that has tax-exempt status under United States Internal Revenue Code Section 501(c)(3) and takes unwanted, abandoned, abused, or stray animals and places them into permanent or foster homes. Animal welfare organization does not include an entity who breeds animals; or in exchange for payment or compensation, obtains any cat or dog from a person or entity who either breeds cats or dogs or facilitates the sale of cats or dogs that were obtained from a person or entity that breeds cats or dogs.

*Animal Welfare & Rescue Division means the division of the city designated by the city manager to administer this chapter and the associated state laws for the purposes of enforcement, protection, welfare and overall disposition of animals within the city limits.*

Attack means to cause punctures with teeth or an aggressive and violent action against a person or animal.

*Auction* means any place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

*Bite* means puncturing or tearing of the skin by an animal's teeth.

Bodily injury means specific kinds of harm done to the body after an incident, such as bruises, cuts, fractured bones, and nerve damage.

*Bullhook* means a tool or device, also known as an elephant goad or an ankus, used in handling and training elephants, consisting of a spike, hook or combination thereof, attached to a shaft or handle.

*Cat* means any live or dead felis catus.

*Circus* means a commercial variety show featuring animal acts for public entertainment.

*Commercial animal establishment* means any retail pet shop, grooming shop, guard dog or obedience training center, animal auction, riding school or stable, zoological park, circus, performing animal exhibition, or boarding or breeding kennel.

*Cruel manner* includes a manner that causes or permits intentional pain or suffering.

*Currently vaccinated* means vaccinated and satisfying the following criteria:

- (1) The animal must have been at least four months of age at the time of vaccination;
- (2) At least thirty days have elapsed since the initial vaccination; and
- (3) The time elapsed since the most recent vaccination has not exceeded the recommended interval for booster vaccination as established by the manufacturer.

*Designated custodian* means a person who has possession or control or responsibility of an animal in their direct supervision and is performing veterinary treatment, grooming, training, law enforcement activity, or any other animal related service where the owner and the custodian have agreed to the animal related service or activity.

Dangerous dog means a dog that:

- (1) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (2) commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

*Dog* means any live or dead canis familiaris.

*Domestic animal* means tame, domesticated, of or pertaining to the family or household.

*Ear tipping* means the painless removing of the tip of the left ear of a cat while the cat is anesthetized by a licensed veterinarian.

Enclosure means a structure that contains a dog/ cat for the purpose of preventing the animal from being at large.

*Feral cat* means any unowned, homeless, wild, or untamed cat which is too poorly socialized to be handled (and therefore must be trapped and sedated for examination) and which cannot be placed into a typical home as a domestic pet.

*Feral cat colony* means a group of cats that congregate together, more or less as a unit, who are fed and cared for by a feral cat colony caregiver.

*Feral cat colony caregiver* means a person who is approved by a sponsor who feeds feral cats, performs trap-neuter-return, and provides long-term care and monitoring for adult feral cats.

*Food* means access to food that is of sufficient quantity and nutritive value to maintain each animal in good health; is accessible to each animal; is prepared so as to permit ease of consumption for the age, species, condition, size and type of each animal; is provided in a clean and sanitary manner; is placed so as to minimize contamination by excrement and pests; and is provided at suitable intervals for the species, age, and condition of the animal, except as prescribed by a veterinarian.

*Fowl* means a bird of any kind; domestic cock or hen (*gallus gallus*).

*Grooming shop* means a commercial establishment where animals are bathed, clipped, plucked or otherwise groomed.

*Guard dog* means any professionally trained dog that will detect and warn its handler that an intruder is present in or near an area that is being secured.

*Identification* means any acceptable method such as micro-chipping, registration tag, or tattoo readily traceable to the current owner.

*Kennel or cattery* means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats; and/or a facility for keeping more than four animals of the same species.

*Licensed veterinarian* means a veterinarian licensed to practice veterinary medicine in one or more of the 50 states.

*Livestock* means domestic animals used or raised on a farm, especially those kept for a profit; specifically, horses, ponies, mules, donkeys, cattle, goats, sheep and swine, regardless of age, sex or breed.

*Local ~~health authority or Rabies Control Authority~~ means ~~officer~~* the city sanitarian, [neighborhood services manager or their designee](#) shall be designated as the rabies control officer and shall handle all duties required under the Rabies Control Act of 1981 (V.T.C.A., Health and Safety Code § 826.001 et seq.).

*Microchip implant* means a passive electronic device that is injected into an animal by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for the purposes of animal identification and recovery by the animal's owners.

*Observation period* means the ten days following a bite incident during which the biting animal's health status must be monitored. The ten-day observation period will begin on the day of the bite incident (day one).

*Owner* means any person, partnership, or corporation owning, keeping, or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more, or if it returns to a residence or business on three separate days.

*Performing animal exhibition* means any spectacle, display, act, or event, in which performing animals are used. This shall include animal amusement vendors such as, but not limited to, pony-go-round rides, commercial horseback pictures, etc.

*Pet or companion animal* means any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

*Retail pet shop* means a for-profit retail establishment or place of business, where cats or dogs are sold, leased, offered for sale, traded, or given away for consideration. This does not include a private residence not generally open to the public, an animal shelter, or a facility operated by an animal welfare organization.

*Possible exposure to rabies* means the receipt of a bite or scratch from any warm-blooded animal, animal to human or animal to animal, is reason to suspect exposure to rabies.

*Properly fitting* means, with respect to a collar or harness used for a dog, a collar or harness that does not impede the dog's normal breathing or swallowing, and is attached to the dog in a manner that does not allow for escape and does not cause injury to the dog.

*Provocation* means any purposeful act that causes an animal to bite, scratch, or attack in protection of self, owner, or owner's premises. Entrance, in any manner, into an area where an animal is properly under restraint in compliance with city ordinances would be considered provocation, irrespective of the reason for such entrance.

*Public nuisance* means any animal or animals that unreasonably annoy humans, endanger the life or health of other animals or persons, or substantially interfere with the rights of citizens, other than their owners, to enjoyment of life or property. The term "public nuisance animal" means and includes, but is not limited to, any animal that:

- (1) Is repeatedly at large or stray;
- (2) Damages the property of anyone other than its owner;
- (3) Molests or intimidates pedestrians or passersby;
- (4) Trespasses on school grounds;
- (5) Chases vehicles;
- (6) Excessively makes disturbing noises, including but not limited to continued and repeated howling, barking, whining or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (7) Causes fouling of the air by odor and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (8) Causes insanitary conditions in enclosures or surroundings where the animal is kept or harbored;
- (9) Is offensive or dangerous to the public health, safety, or welfare by virtue of the number and/or types of animals maintained; or
- (10) Attacks other domestic animals.

*Quarantine* means strict confinement, for the purpose of preventing the spread of disease, under restraint by closed cage, isolation, kennel, rabies chamber, paddock, or in any other manner approved by the local health authority on the private premises of the owner or at a facility approved by the state department of health.

*Quarantine period* means that portion of the observation period during which a biting animal is physically confined for observation as provided for under section 6-109.

*Rabies* means an acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite.

*Registered feral cat colony* means a managed feral cat colony registered with a sponsor and meeting all requirements of this chapter.

*Releasing agency* means a public or private animal pound, shelter, or humane organization. The term does not include an individual who occasionally renders humane assistance or shelter in the individual's home to a dog or cat.

*Restraint* means that an animal is secured by a leash or lead and under the control of a responsible person and obedient to that person's commands. At all other times, a dog or other such animal shall be confined to the realty or premises of the owner of such dog or other animal by a substantial fence of sufficient strength and height to prevent such dog or other animal from escaping therefrom; or inside a house on such premises; or secured on such premises by a leash consisting of a material of sufficient strength to prevent such dog or other animal from escaping from such premises. It shall be unlawful for the leash to be arranged in a manner that allows the dog or other animal to get on or across or within eight feet of any street, park, or other public land or within eight feet of any sidewalk, public way, place or building when such leash is stretched to its full length. Any animal so arranged

shall be ~~considered dangerous to the public in general and~~ declared a nuisance and shall be impounded. Although cats shall be exempt from the leash requirement while on the premises of the owner, any cat straying on the property of anyone except its owner shall be deemed a public nuisance animal and will be subject to impoundment.

*Riding school or stable* means any place that has available for hire, boarding, and/or riding instruction, any horse, pony, donkey, mule, or burro; or any place that regularly buys, sells, or trains the above animals, including a racetrack, trotting track, or rodeo.

*Scratch* means a scrape left by the claws or nails of an animal and of sufficient severity to break the skin and draw blood.

*Secure enclosure means a fenced area or structure that is:*

- (1) locked;
- (2) capable of preventing the entry of the general public, including children;
- (3) capable of preventing the escape or release of a dog; and
- (4) in conformance with the requirements for enclosures established by the animal welfare authority.

*Serious bodily injury means an injury characterized by bite wounds or ripping or tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.*

*Shelter* means provision of and access to housing that is suitable for the species, age, condition, size, and type of each animal; provides adequate space for each animal; is safe and protects each animal from the adverse effects of heat or cold, physical suffering, and impairment of health; is properly lighted; is properly cleaned; enables each animal to be clean and dry; during hot weather, is properly shaded and does not readily conduct heat; during cold weather, has a windbreak at its entrance and provides a quantity of bedding material consisting of hay, cedar shavings, or the equivalent that is sufficient to protect the animal from cold and promote the retention of body heat; and, provides a solid surface, resting platform, pad, floormat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Shelters whose wire, grid, or slat floors (i) permit the animals' feet to pass through the openings, (ii) sag under the animals' weight, or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter.

*Sick animal* means any animal that appears to be suffering from an infectious, contagious, or communicable disease; or that is showing evidence of a physical injury, physical disorder, or traumatic injury; or that has an elevated temperature.

*Sponsor* is any animal welfare group partnered with and approved by the city that agrees to comply with the requirements of the ordinance from which this definition derives for sponsors and provides written notice to the city that it will serve as a sponsor.

*Stray* means animal running free or at large, with no physical or verbal restraint.

*Tether* means any leash, chain, cord, rope, or other means of restraining an animal or the act of chaining, tying, fastening or otherwise securing an animal to a fixed point so that it can move, lie down or range only within certain limits.

*Traceable identification* means a type of identification, such as a tag, microchip, or tattoo that can be readily used by an animal control officer or animal welfare personnel to identify the current ownership of an animal.

*Trap, neuter and return (TNR) program* shall mean a nonlethal, humane alternative to deal with the feral cats which are captured, vaccinated, altered and returned back to their location in order to encourage the stabilization of the free-roaming feral cat population in the city.

*Unowned animal* means any animal for which an owner has not been identified.

*Unprovoked Attack is an attack to a person or animal that has not tried to harm them in any way.*

*Vaccinated* means properly injected with a rabies vaccine licensed for use in the subject species by the United States Department of Agriculture and administered by or under the direct supervision of a licensed veterinarian.

*Veterinary hospital* means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of diseases and injuries of animals.

*Vicious animal* means any animal that attacks, bites, or injures human beings or domesticated animals without adequate provocation, or which, because of temperament, conditioning, or training, has a known propensity to attack, bite, or injure human beings or domesticated animals; or an individual animal which the local health authority has reason to believe has a dangerous disposition, likely to be harmful to humans or other animals.

*Water* means provision of and access to clean, fresh, drinkable water that is provided in a suitable manner, in sufficient volume, and at suitable intervals appropriate for the weather and temperature, to maintain normal hydration for the age, species, condition, size and type of each animal, except as prescribed by a veterinarian.

*Wild animal* means any animal except the common domestic species (including, but not limited to, dogs, cats, horses, cattle, swine, sheep, and goats), regardless of the state or duration of captivity.

*Wild state* means living in its original, natural condition; not domesticated.

*Wildlife* means any animal that occurs naturally in the wild state.

*Zoological park* means any facility operated by a person, partnership, corporation, or government agency, other than a pet shop or kennel, displaying or exhibiting one or more species of no domesticated animals.

(Code 1961, § 3-1; Ord. No. 2006-51, § 1, 6-12-06; Ord. No. 2014-58, § 2, 8-11-14; Ord. No. 2019-54, § 2, 8-13-19; Ord. No. 2021-20, § 2, 3-22-21; Ord. No. 2022-77, § 2, 10-24-22; Ord. No. 2023-64, § 1, 9-11-23)

Cross reference(s)—Definitions generally, § 1-2.

State law reference(s)—Definitions pertaining to rabies, V.T.C.A., Health and Safety Code § 826.002.

## **Sec. 6-2. Animal control/animal welfare officer.**

An animal control officer~~(s)~~ /animal welfare officer shall be appointed to enforce all provisions of this chapter, including gathering and impounding or quarantining any livestock, fowl, cats, dogs, or other domestic and nondomestic animals found running at large (stray) within the city limits.

(Code 1961, § 3-2; Ord. No. 2021-20, § 3, 3-22-21)

Cross reference(s)—Administration, ch. 2.

## **Sec. 6-3. Enforcement of chapter.**

The civil and criminal provisions of this chapter shall be enforced by those persons or agencies designated by municipal authority. It shall be a violation of this chapter to interfere with an animal control officer or humane officer in the performance of the officer's duties.

(Code 1961, § 3-27)

## **Sec. 6-4. Fee schedule for services rendered under this ordinance are listed in Appendix D of the Code of Ordinances.**

~~(a)—Standard licensing fee. The licensing fee for dogs and cats, as required under this chapter, shall be as follows:~~

~~—(1)—Unneutered dog or cat: Annual fee of \$5.00.~~

~~(2) — Neutered dog or cat: Lifetime of animal fee of \$5.00.~~

~~(b) — Permits. A permit shall be issued after payment of the applicable fee:~~

~~(1) — Kennel authorized to house fewer than ten dogs or cats 50.00~~

~~(2) — Kennel authorized to house ten to 49 dogs or cats 100.00~~

~~(3) — Kennel authorized to house 50 or more dogs or cats 150.00~~

~~(4) — Pet shop 100.00~~

~~(5) — Riding stable 100.00~~

~~(6) — Auction 100.00~~

~~(7) — Zoological park 200.00~~

~~(8) — Circus 200.00~~

~~(9) — Performing animal exhibition 50.00~~

~~(10) — Grooming shop 50.00~~

~~(11) — Petting zoo 150.00~~

~~(12) — Guard dog training center 200.00~~

~~(13) — Obedience training center 50.00~~

~~(c) — Impoundment fee.~~

~~(1) — Unneutered dog or cat \$ 35.00~~

~~(2) — Neutered dog or cat 20.00~~

~~(3) — Fowl or other small animals 25.00~~

~~(4) — Livestock 50.00~~

~~(5) — Zoological and/or circus animal 100.00~~

~~(6) — Puppies and kittens under three months of age 20.00~~

~~(7) — A feral cat that is otherwise in a sponsor approved trap, neuter, and return feral cat colony shall not be subject to impoundment fees under this section.~~

~~(d) — Boarding fee. A boarding fee must be paid for each animal confined by the animal shelter, as follows:~~

~~(1) — Dog or cat, per day of confinement: Set by the animal shelter.~~

~~(2) — Fowl or other small animal, one-time charge \$ 10.00~~

~~(3) — Livestock animal, per day of confinement 25.00~~

~~(4) — Zoological and/or circus animal, per day of confinement 300.00~~

~~(Code 1961, § 3-28; Ord. No. 95-13, § 1(3-28), 3-27-95; Ord. No. 2014-58, § 3, 8-11-14)~~

## **Sec. 6-5. Penalty for violation of chapter; schedule of fines.**

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**Secs. 6-6—6-25. Reserved.**

SECTION 2: That the Code of Ordinances, Chapter 6-Animals, Article III-Animal Control, be amended as indicated below:

**ARTICLE III. ANIMAL CONTROL**

**Sec. 6-51. Restraint.**

- (a) All dogs, cats and other animals shall be kept under restraint and not allowed to run at large or stray. This section shall not be so construed as to prohibit trained dogs that are a part of a canine unit operated by a law enforcement agency from being unrestrained while in the performance of their law enforcement and public safety functions within the city limits.

It shall be unlawful for a person having charge, care, or ownership of a cat to fail to keep the cat from roaming beyond the boundaries of the person's premises. It shall be an affirmative defense to prosecution under this section that the cat is a feral cat in a sponsor approved trap, neuter, and return feral cat colony program.

- (b) No owner shall fail to exercise proper care and control of his animals to prevent them from becoming a public nuisance.
- (c) Every female dog or cat in heat shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.

~~(d) Any animal within the city that shall bite, scratch, or otherwise attack a person who is not at the time trespassing upon the property of the owner or person having control of such animal, nor provoking or teasing such animal, shall be deemed vicious or dangerous to persons or other animals and the city may order, following the procedures listed in this section, that such animal be kept muzzled, or that such animal be kept within a sufficient enclosure, or that such animal be permanently removed from the corporate limits of the city, or that such animal be delivered to the animal control officer or humane officer to be humanely euthanized.~~

~~(e) The local health authority may receive a complaint from any animal control officer, humane officer, police officer, or any other responsible person concerning an animal which has bitten a human being or attacked and killed another animal. The local health authority may also be the complainant concerning an individual animal which he has reason to believe has a dangerous disposition likely to be harmful to humans or other animals. A complainant must file with the local health authority a written sworn complaint which contains the following information, as applicable:~~

~~(1) Name, address, and telephone number of complainant and any other witnesses to the incident;~~

~~(2) Date, time and location of the incident;~~

~~(3) Description of the animal;~~

~~(4) Name, address and telephone number of the animal owner;~~

~~(5) A statement that the animal attacked and killed another animal;~~

~~(6) A statement that the animal attacked or bit a human being (refer to definitions of "vicious" and "provocation" in section 6-1);~~

~~(7) A statement that the animal has exhibited vicious propensities in past conduct, if known; and~~

~~(8) Other facts or circumstances of the incident.~~

~~(f) After a sworn complaint is filed with the local health authority, he shall investigate the complaint and if there is sufficient evidence he may request the chief of police or designee to set a time and place for a hearing. The chief of police or designee shall give notice of the hearing to the animal's owner by personal service or certified mail, return receipt requested, at least ten days prior to the hearing date.~~

~~(g) The chief of police or designee shall hold the hearing under this section and shall determine at the hearing if the animal specified in the complaint should be ordered to be kept muzzled, kept within a sufficient enclosure, removed from the city limits, or destroyed for the protection of the public health, safety and welfare of the community. The chief of police or designee shall receive testimony at the hearing concerning the incident under investigation.~~

~~(1) To order the removal or destruction of the animal for the public health, safety and welfare, the chief of police or designee must find all of the following facts to be true:~~

~~a. The animal attacked or bit a human being or attacked and killed another animal;~~

~~b. The animal is the same animal which committed the acts described in subsection (g)(1)a of this section;~~

~~c. Destruction of or removal of the animal is necessary to preserve the public health, safety, and welfare of the community.~~

~~(2) To order the muzzling or keeping of an animal in a sufficient enclosure for the public health, safety and welfare, the chief of police or designee must find all of the following facts to be true:~~

~~a. The animal attacked or bit a human being or another animal; or the animal has a known propensity to attack, bite, or injure human beings or domesticated animals because of temperament, conditioning, or training; or it is demonstrated by the local health authority that the animal has a dangerous disposition, likely to be harmful to humans or other animals;~~

~~b. The animal is the same animal which committed the acts described in subsection (g)(2)a of this section;~~

~~c. Muzzling or keeping of the animal in a sufficient enclosure is necessary to preserve the public health, safety, and welfare of the community.~~

~~If the chief of police or designee orders muzzling, keeping within a sufficient enclosure, destruction or removal of the animal and the owner is not present at the hearing, he shall notify the owner of the decision by personal service or certified mail, return receipt requested. If the chief of police or designee does not order destruction of or removal of the animal, the animal control officer shall, if the animal was impounded and if any required rabies observation quarantine period has been completed, return the animal to the owner upon payment of any fees due, with the understanding that any orders requiring muzzling or keeping within a sufficient enclosure must be followed as long as the animal remains within the city limits.~~

~~(h) An owner of an animal may appeal a destruction or removal order to a court of competent jurisdiction within five days of the decision. If the chief of police or designee receives written notice of the intent to appeal within five days of the decision, he shall suspend the destruction or removal order pending final determination of the court. If such appeal is perfected by the filing of a petition in a court of competent jurisdiction within ten days of the order of destruction or removal, he shall suspend the destruction or removal pending the outcome of the appeal. In such event the owner will have 48 hours' notice to pick up the animal if it was impounded and if any required rabies observation quarantine period has been completed, and hold the animal pending the appeal. All fees due must be paid before the animal is released to the owner and the animal must be kept muzzled or within a sufficient enclosure if so ordered. Failure to claim the animal within 48 hours of such notice will result in the execution of the removal or destruction order.~~

~~(i) If any animal is discovered in violation of any removal or destruction order described in subsection (g) of this section, the animal shall be immediately seized and humanely euthanized. Any animal discovered in violation~~

~~of any order requiring muzzling or keeping within a sufficient enclosure shall be seized and impounded, and the owner shall be prosecuted under the provisions of subsection (j) of this section.~~

~~(j) It shall be unlawful for any person to harbor or keep on his premises, or in or about his premises, or premises under his control, any vicious animal except as directed by this chapter.~~

~~(k) No part of this chapter shall preclude at any time the filing of a complaint in the court of competent jurisdiction under the provisions of the dangerous dog law (V.T.C.A., Health and Safety Code § 822.041 et seq.).~~

(Code 1961, § 3-6; Ord. No. 2014-58, § 5, 8-11-14)

State law reference(s)—Restraint, V.T.C.A., Health and Safety Code § 826.033 et seq.

### **Sec. 6-52. - Impoundment and violation notice.**

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### **Sec. 6-53. - Authority to slay animals running at large.**

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### **Sec. 6-54. - Sale of impounded animals, except dog or cat; records; redemption by owner.**

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### **Sec. 6-55. - Safety of animals in motor vehicles.**

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### **Sec. 6-56. - Feral cat colony management.**

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### **Sec. 6-57. Dangerous Dog**

- (a) Any person may report an incident as described in the definition of “dangerous dog” in Sec. 6-1, to the City Animal Welfare & Rescue Division.
- (b) Upon the receipt of a sworn statement by the victim, witnesses or Animal Welfare & Rescue Division staff, the Animal Welfare & Rescue Division shall investigate to determine if the dog is dangerous. The complaint must contain the following information:
  - (1) Name, address, phone number, and email of complainant and any other witnesses to the incident;
  - (2) Date, time and location of the incident;
  - (3) Description of the animal in question;
  - (4) A statement of the incident;
  - (5) Name, address, phone number, and email of the animal owner, if known; and
  - (6) Other facts or circumstances of the incident.
- (c) The municipal court shall order the Animal Welfare & Rescue Division to seize and impound a dog and shall issue a warrant authorizing the aforementioned:
  - (1) on the sworn complaint of any person that the dog has caused the death of, or serious bodily injury to, a person by attacking, biting, or mauling the person; and
  - (2) on a showing of probable cause to believe that the dog caused the death of or serious bodily injury to the person as stated in the complaint.
    - a. The Animal Welfare & Rescue Division shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the municipal court orders the disposition of the dog. If, with due diligence, the Animal Welfare & Rescue Division cannot locate the owner of the dog before the fifteenth day after seizure and impoundment, the dog shall become the

property of the City of New Braunfels, all ownership rights for the animal shall transfer to the City of New Braunfels, and the Animal Welfare & Rescue Division may have the dog humanely euthanized.

- (d) The Animal Welfare & Rescue Division shall have authority to determine whether any dog has engaged in the behaviors specified in section 6-1 definition of "dangerous dog". At the conclusion of the Animal Welfare & Rescue Division investigation, the Animal Welfare & Rescue Division shall either:
  - (1) Determine that the dog is not dangerous, and if the dog is impounded, waive any impoundment fees incurred and release the dog to its owner; or
  - (2) Determine that the dog is dangerous and order its owner to comply with the requirements for ownership of a dangerous dog set forth in section 6-57.1 (a), and, if the dog is impounded, release the dog to its owner after compliance with all applicable requirements of section 6-57.1(a).
- (e) If a dog is determined to be dangerous, the Animal Welfare & Rescue Division shall notify the dog owner in writing, in person, or by certified mail; return receipt requested:
  - (1) That the dog was determined to be a dangerous dog;
  - (2) What the owner must do to comply with requirements for ownership of a dangerous dog in the City limits and to reclaim the dog, if impounded; and
  - (3) That the owner has a right to appeal the determination of dangerous dog.
- (f) An impounded dog determined by the Animal Welfare & Rescue Division to be dangerous must remain impounded and will not be released to the owner until the owner pays all fees incurred for impoundment of the dog and complies with all requirements for ownership of a dangerous dog set forth in this Article.
- (g) If the Animal Welfare & Rescue Division has reason to believe that an owner of an impounded dog has not complied with section 6-57.1 within thirty days after the official determination is made that the dog is dangerous, then a hearing will be conducted to determine compliance. For the purposes of the , official determination means the date on which the Animal Welfare & Rescue Division notified the owner of its determination that the dog is dangerous.

### **Sec. 6-57.1. Dangerous Dog - Requirements for keeping a dangerous dog.**

- (a) Not later than the thirtieth day after a person learns of the official determination that the person is the owner of a dangerous dog, the person shall:
  - (1) Register the dog as a dangerous dog with City of New Braunfels Animal Welfare & Rescue Division on an annual basis, and pay an annual registration fee;
  - (2) Obtain liability insurance coverage or show financial responsibility in the amount of at least \$100,000.00 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the Animal Welfare & Rescue Division;
  - (3) Provide a secure enclosure that will prevent the dog from leaving the enclosure on its own and will reasonably prevent anyone except the owner of the dog from entering the enclosure. Such enclosure must be inspected and approved by the Animal Welfare & Rescue Division before the dog is registered with the Animal Welfare & Rescue Division;
  - (4) Obtain and maintain a current city pet registration;
  - (5) Post a clearly visible sign on the premises in which the dog is kept identifying the presence of a dangerous dog on the property. The sign shall be readable from any public street, highway, public sidewalk, or street adjacent to the property;
  - (6) When removed from its secure enclosure, muzzle the dog in a way to not cause injury to the dog, nor interfere with the dog's vision or breathing, but to prevent the dog from biting another animal or a person

and restrain the dog at all times on a leash capable of restraining the dog without breaking and not more than six feet in length;

- (7) If the dog does not have a registered microchip, the owner shall be required to have one implanted for positive identification of the dog; and
- (8) The owner will allow an annual inspection of the residence where the dog is kept in order for the Animal Welfare & Rescue Division staff to verify continued compliance with all requirements of this section. More frequent inspections may be conducted in response to specific complaints regarding non-compliance with this section.
- (b) Prior to selling or moving a dog registered with the Animal Welfare & Rescue Division as a dangerous dog, the owner must notify the Animal Welfare & Rescue Division of the intention to move the dog and provide the Animal Welfare & Rescue Division with a clear description of the location of where the dog is to be moved.
- (c) Any person bringing a dog into the City limits that has been determined dangerous by another animal control agency must notify the Animal Welfare & Rescue Division of the presence of the dangerous dog and must comply with all the requirements for the keeping of a dangerous dog set out in this Article.
- (d) The owner of a dangerous dog who does not comply with the requirements of section (a) shall deliver the dog to the Animal Welfare & Rescue Division no later than the thirtieth day after the owner learns that the dog is a dangerous dog.

### **Sec. 6-57.2. Dangerous Dog - Appeals; hearing.**

- (a) If the Animal Welfare & Rescue Division determines that the dog is dangerous that decision is final unless the owner of the dog files a written appeal with the Municipal Court within fifteen days after the date that written notification was provided to the owner of the dangerous dog determination.
  - (1) To file an appeal the owner must:
    - a. File a notice of appeal in writing with municipal court
    - b. Attach a copy of the determination from the Animal Welfare & Rescue Division
    - c. Serve a copy of the notice of appeal on the Animal Welfare & Rescue Division by mailing the notice through the United States Postal Service.
  - (b) The Municipal Court shall set a date, time and place for a hearing on the appeal not later than ten days after receipt of the appeal, and provide written notification of the hearing to the owner and the Animal Welfare & Rescue Division.
  - (c) At the conclusion of the hearing, the Court may:
    - (1) Uphold the determination by the Animal Welfare & Rescue Division that the dog at issue is a dangerous dog and order:
      - a. The owner of the dog at issue to permanently remove the dog at issue from within the City limits of New Braunfels;
      - b. The owner of the dog at issue to comply with the requirements for keeping of a dangerous dog set forth in Sec. 6-57.1; or
      - c. Order the Animal Welfare & Rescue Division to humanely euthanize the dog.
    - (2) Find the dog is not a dangerous dog and order the dog released to its owner or a person authorized to take possession of the dog.

### **Sec. 6-57.3. Dangerous Dog - Status of dog pending appeal.**

- (a) If the Animal Welfare & Rescue Division has possession of the dog at the time the owner files an appeal of the dangerous dog determination, the Animal Welfare & Rescue Division will maintain possession of the dog and

keep it in a secure and humane manner until final determination is made, unless the owner of the dog requests custody of the dog in question and complies with Sec. 6-57.1.

- (b) If the owner of the dog has possession of the dog in question at the time the owner files an appeal of the dangerous dog determination:
  - (1) The owner may keep possession of the dog until final determination has been made provided that the owner satisfies the requirements of Sec. 6-57.1 (3 & 6):
  - (2) The owner may keep the dog confined at a licensed veterinary clinic, cost of which will be borne by the owner, until final determination is made; or
  - (3) The owner may surrender the dog to the Animal Welfare & Rescue Division, and the Animal Welfare & Rescue Division will maintain possession of the dog and keep it in a secure and humane manner until a final determination is made. The cost of keeping the dog will be borne by the owner, until final determination is made.
- (c) If the owner violates the requirements of Sec. 6-57.1 (3 & 6), while the appeal is pending, an Animal Welfare & Rescue Division representative may seize and impound the dog, and it will be kept by the Animal Welfare & Rescue Division in a secure and humane manner until final determination is made. The cost of which will be borne by the owner, until final determination is made.

#### **Sec. 6-57.4. Dangerous Dog- Violation of requirements for keeping of a dangerous dog.**

- (a) On receiving an allegation that the owner of a dangerous dog has failed to comply with the requirements of Sec. 6-57.1, the Municipal Court shall set a time for a hearing to determine whether the owner of the dog has complied with the requirements of Sec. 6-57.1. The hearing must be held not later than the tenth day after receipt of the application.
- (b) Municipal Court shall give written notice of the time and place of the hearing to:
  - i. The owner of the dangerous dog; and
  - ii. The person who made the complaint or report.
- (c) Any interested party, including the City Prosecutor, is entitled to present evidence at the hearing.
- (d) If Municipal Court determines that the owner of a dangerous dog has failed to comply with Sec. 6-57.1, the Court shall issue a warrant ordering the seizure of the dog and the Animal Welfare & Rescue Division shall seize and impound the dog in a secure and humane condition.
- (e) The owner shall pay any cost or fee assessed by the Animal Welfare & Rescue Division related to the seizure, acceptance, impoundment or euthanasia of the dog.
- (f) The Municipal Court shall order the Animal Welfare & Rescue Division to return the dog to its owner if the owner complies with the requirements of Sec. 6-57.1 before the eleventh day after which the dog was seized pursuant to subsection (d), above. If the owner of the dog fails to comply with the requirements of Sec. 6-57.1 by the eleventh day after which the dog was seized, the dog shall become the property of the City of New Braunfels with all ownership rights for the dog being transferred to the City of New Braunfels, and the Court may order that the Animal Welfare & Rescue Division humanely euthanize the dog.
- (g) If, with due diligence, the owner of the dog has not been located by the fifteenth day after seizure and impoundment, the dog shall become the property of the City of New Braunfels, all ownership rights for the animal shall transfer to the City of New Braunfels, and the Municipal Court may order the dog to be humanely euthanized.
- (h) An owner or person filing the action may appeal the decision of the Municipal Court in the manner provided for under state law.

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### **Sec. 6-57.5. Keeping of a Dangerous Dog- Violations.**

- (a) A person who owns or keeps custody or control of a dangerous dog commits an offense if the person fails to comply with any section of this Chapter **Article**.
- (b) An offense under this Chapter is punishable by a fine not to exceed \$2,000.00.

### **Sec. 6-57.6. Keeping of a Dangerous Dog- Affirmative Defense.**

- (a) It is a defense to prosecution under this section that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter or person employed by the State or a political subdivision of the State to deal with stray animals and has temporary ownership, custody or control of the dog; provided, however, that for any person to claim a defense under this Section, that person must be acting within the course and scope of his or her official duties with regard to the dangerous dog.
- (b) It is a defense to prosecution under this section that the person is an employee of the Institutional Division of the Texas Department of Criminal Justice or of a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes; provided, however, that for any person to claim a defense under this Section, that person must be acting within the course and scope of his or her official duties with regard to the dangerous dog.
- (c) It is a defense to prosecution under this section that the dog at issue is a trained guard dog in the performance of official duties while confined or under the control of its handler.

### **Sec. 6-58. Aggressive Dog - Classifications.**

The following classifications shall be based upon specific behaviors exhibited by a dog:

- (a) Level 1 behavior is established if a dog, while at large, is found to be a nuisance or displays threatening or aggressive behavior, including the chasing of a person.
- (b) Level 2 behavior is established if a dog, while at large, causes a severe injury to any domestic animal or livestock other than poultry.
- (c) Level 3 behavior is established if:
  - (1) A dog, while at large, kills or causes the death of any domestic animal or livestock other than poultry; or
  - (2) A dog classified as a Level 2 aggressive dog repeats the behavior in Subsection (b) after the owner or keeper receives notice of the Level 2 classification.

### **Sec. 6-58.1 Aggressive dog determination and classification.**

- (a) Any person may report an incident as described in the definition of “aggressive dog” in section 6-1, to the City Animal Welfare authority, through its Animal Welfare & Rescue Division.
- (b) Upon the receipt of a complaint by the victim, witnesses or Animal Welfare & Rescue Division staff, the Animal Welfare & Rescue Division shall investigate to determine if the dog is aggressive. The complaint must contain the following information:
  - (1) Name, address, phone number, and email of complainant and any other witnesses to the incident;
  - (2) Date, time and location of the incident;
  - (3) Description of the animal in question;
  - (4) A statement of the incident;

- (5) Name, address, phone number, and email of the animal owner, if known; and
- (6) Other facts or circumstances of the incident.
- (c) The Animal Welfare & Rescue Division may seize and impound the dog at the owner's expense pending the determination of whether the dog is aggressive if:
  - (1) The dog has exhibited Level 3 behavior; and
  - (2) If, with due diligence, the owner of the dog has not been located by the fifteenth day after seizure and impoundment, the dog shall become the property of the City of New Braunfels, all ownership rights for the animal shall transfer to the City of New Braunfels, and the Animal Welfare & Rescue Division may humanely euthanize the dog.
- (d) The Animal Welfare & Rescue Division shall have authority to determine whether any dog has engaged in the behaviors specified in section 6-1 definition of "aggressive dog". At the conclusion of the Animal Welfare & Rescue Division investigation, the Animal Welfare & Rescue Division shall:
  - (1) Determine that the dog has not exhibited any of the specific behaviors established in Section 6-58 and, if applicable, release the dog to the dog's owner; or
  - (2) Determine that the dog has exhibited a specific behavior in Section 6-58 and classify the dog with the corresponding aggressive dog level and order the owner to comply with the requirements of ownership of said dog set forth in Section 6-58.4.
- (e) The Animal Welfare & Rescue Division shall have discretionary authority to refrain from classifying a dog as aggressive, even if the dog has engaged in the behaviors specified in Section 6-58. If the Animal Welfare & Rescue Division determines the behavior was the result of the victim abusing or tormenting the dog or was directed towards a trespasser or other similar mitigating or extenuating circumstances; the dog will be returned to the owner.
- (f) The Animal Welfare & Rescue Division shall have the discretion to increase or decrease a classified dog's restrictions based upon relevant circumstances.
- (g) If the dog is classified as aggressive, the Animal Welfare & Rescue Division shall notify the dog owner in writing, in person, or by certified mail; return receipt requested:
  - (1) That the dog was classified as aggressive;
  - (2) The restrictions applicable to the dog based upon the classification; and
  - (3) That the owner has the right to appeal the classification.
- (h) An impounded dog classified by the Animal Welfare & Rescue Division as aggressive must remain impounded and will not be released to the owner until the owner pays all fees incurred for impoundment of the dog and complies with the requirements of Section 6-58.4.
- (i) If the owner of an impounded dog has not complied with the requirements of Section 6-58.4 within thirty days after the official determination is made that an impounded dog is aggressive, the dog shall become the property of the City of New Braunfels, all ownership rights for the animal shall transfer to the City of New Braunfels, and the dog may be humanely euthanized.

### **Sec. 6-58.2 Appeals; hearing.**

- (a) If the Animal Welfare & Rescue Division determines that the dog is aggressive that decision is final unless the owner files a written appeal with the Municipal Court within fifteen days of the date that the aggressive dog determination was mailed to the owner.
  - (1) To file an appeal the owner must:
    - a) File a notice of appeal with municipal court;

- b) Attach a copy of the determination from the animal control authority; and
  - c) Serve a copy of the notice of appeal on the animal control authority by mailing the notice through the United States Postal Service.
- (b) The Municipal Court shall set a date, time and place for a hearing no later than ten days after receipt of the appeal, and provide written notification of the hearing to the owner and Animal Welfare Division.
- (c) At the conclusion of the hearing, the Court may either:
- (1) Uphold the classification by the Animal Welfare & Rescue Division that the dog at issue is aggressive and order:
    - a) The owner of the dog at issue to permanently remove the dog in question from within the City limits of New Braunfels; or
    - b) The owner of the dog at issue to comply with the requirements for keeping of an aggressive dog set forth in Section 6-58.4; or
    - c) The Animal Welfare & Rescue Division to humanely destroy the dog.
  - (2) Find the dog is not an aggressive dog and order the dog released to the owner of the dog or a person authorized to take possession of the dog.

### **Sec. 6-58.3 Status of dog pending appeal.**

- (a) If the Animal Welfare & Rescue Division has possession of the dog at the time the owner files an appeal of the aggressive dog determination, the Animal Welfare & Rescue Division will maintain possession of the dog and keep it in a secure and humane manner until final determination is made, unless the owner of the dog requests custody of the dog in question and complies with keeping the dog in an enclosure appropriate with the aggressive classification type designated by the Animal Welfare & Rescue Division located in Section 6-58.4.
- (b) If the owner of the dog at issue is in possession of the dog at the time the owner files an appeal of the aggressive dog determination, the owner may either:
- (1) Keep possession of the dog until final determination has been made provided that the owner keeps the dog in a secure enclosure that the Animal Welfare & Rescue Division deems to be secure enough to prevent the dog from escaping;
  - (2) Keep the dog confined at a licensed veterinary clinic until the final determination is made, the cost of which shall be borne by the owner; or
  - (3) Surrender the dog to the Animal Welfare & Rescue Division, which will maintain possession of the dog and keep it in a secure and humane manner until a final determination is made; the cost of which will be borne by the owner.
- (c) If the owner fails to keep the dog in a secure enclosure while the appeal is pending, an Animal Welfare & Rescue Division representative may seize and impound the dog and it will be kept by the Animal Welfare & Rescue Division in a secure and humane manner until final determination is made; the cost of which will be borne by the owner.

### **Sec. 6-58.4 Aggressive dog Requirements.**

The owner of an aggressive dog shall comply with the following conditions:

- (a) Dogs classified as Level 1 dogs shall be:
- (1) Confined within an enclosure that doesn't interfere with the public's legal access to the owner's premises whenever the dog is not on a leash; and

- (2) Leashed and under control of a responsible party when not on the dog owner's property; and
  - (3) Registered as an aggressive dog with the City of New Braunfels Animal Welfare Division on an annual basis with the annual registration fee paid.
- (b) Dogs classified as Level 2 dogs shall be:
- (1) Confined within a secure enclosure that doesn't interfere with the public's legal access to the owner's premises whenever the dog is not on a leash; and
  - (2) Insured with proof of public liability insurance in the amount of \$100,000.00, if required by the Animal Welfare & Rescue Division; and
  - (3) Registered as an aggressive dog with the City of New Braunfels Animal Welfare Division on an annual basis with the annual registration fee paid.
- (c) Dogs classified as Level 3 dogs shall be:
- (1) Confined within an enclosure that doesn't interfere with the public's legal access to the owner's premises whenever the dog is not on a leash; and
  - (2) Insured with proof of public liability insurance in the amount of \$100,000.00; and.
  - (3) Registered as an aggressive dog with the City of New Braunfels Animal Welfare Division on an annual basis with the annual registration fee paid; and.
  - (4) Kept on premises that contains a clearly visible sign that identifies the presence of an aggressive dog on the premises and that is readable from any public street, highway, public sidewalk, or street adjacent to the premises; and
  - (5) Muzzled and restrained by an adequate leash and under the control of a capable person any time that the dog is off the owner's or keeper's premises; and
  - (6) Registered with a microchip that positively identifies the dog.
- (d) The owner of a Level 3 aggressive dog shall not permit the warning sign to be removed from the secure enclosure, and the owner of an aggressive dog shall not permit the dog to be moved to a new address or change owners without providing the Animal Welfare & Rescue Division with ten days prior written notification.

### **Sec. 6-58.5 Declassification.**

- (a) Declassification of Level 1 or Level 2 dogs will occur and the restrictions required by Section 6-58.4 may be removed when the following conditions have been met:
- (1) Level 1 or Level 2 dogs have been classified for one year without further incident; and
  - (2) There have been no violations of the applicable requirements; and
  - (3) If so ordered by the Animal Welfare & Rescue Division or Municipal Court at the time of classification.
- (b) Declassification of Level 3 dogs may occur, and the restrictions required by Section 6-58.4 may be removed, with the exception that the dog must be confined in a secure enclosure whenever the dog is not on leash when the following conditions have been met:
- (1) Level 3 dogs have been classified for two years without further incident; and
  - (2) There have been no violations of the specified regulations; and
  - (3) If ordered by the Animal Welfare & Rescue Division or Municipal Court at the time of classification.

**Sec. 6-58.6 Violations.**

- (a) A person who owns or keeps custody or control of an aggressive dog commits an offense if the person fails to comply with the requirements of this section as applicable.
- (b) An offense under this section is punishable by a fine not to exceed \$2,000.00, with each day of violation being a separate offense.

**Sec. 6-58.7 Affirmative Defenses.**

- (a) It is a defense to prosecution under this section that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter or person employed by the State or a political subdivision of the State to deal with stray animals and has temporary ownership, custody or control of the dog; provided, however, that for any person to claim a defense under this Section, that person must be acting within the course and scope of his or her official duties with regard to the aggressive dog.
- (b) It is a defense to prosecution under this section that the person is an employee of the Institutional Division of the Texas Department of Criminal Justice or of a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes; provided, however, that for any person to claim a defense under this Section, that person must be acting within the course and scope of his or her official duties with regard to the aggressive dog.
- (c) It is a defense to prosecution under this section that the dog at issue is a trained guard dog in the performance of official duties while confined or under the control of its handler.

**Secs. 6-~~57~~59—6-75. - Reserved.**

**SECTION 3:** That the Code of Ordinances, Chapter 6-Animals, Article IV-Care and Keeping, be amended as indicated below:

**ARTICLE IV. - CARE AND KEEPING**

**DIVISION 1. - GENERALLY<sup>[3]</sup>**

**Sec 6-76- Animal Care**

\*\*\*\*\*

**DIVISION 2. - ANIMAL SERVICES ADVISORY BOARD<sup>[4]</sup>**

**Sec 6-87 -Definitions**

\*\*\*\*\*

**Sec. 6-95—6-105. - Reserved.**

**SECTION 4:** That the Code of Ordinances, Chapter 6-Animals, Article V-Rabies Control, be amended as indicated below:

## ARTICLE V. RABIES CONTROL<sup>1</sup>

### Sec. 6-106. Rabies vaccination; tag.

\*\*\*\*\*

### Sec. 6-107. Reports of contagious disease and exposure to rabies.

\*\*\*\*\*

(Code 1961, § 3-22)

State law reference(s)—Reports of rabies, V.T.C.A., Health and Safety Code § 826.041.

### Sec. 6-108. Quarantine procedures.

- (a) Every animal that has rabies or symptoms thereof, or every animal that a person could reasonably suspect as having rabies, or that bites, scratches, or otherwise attacks any person within the city shall be impounded at once and held for observation and quarantined at an approved Texas Department of Health quarantine facility. The facility must meet the minimum state quarantine facility standards and will be subject to inspection by the state department of health.
- (b) The owner of any dog or cat that is reported to have rabies or symptoms thereof, or to have been exposed to rabies, or to have bitten, scratched, or otherwise attacked any person, or that the owner knows or suspects to be rabid or to have attacked an individual, shall submit such animal to the animal control officer for a quarantine period of ten days, at the owner's expense. The ten-day observation period shall begin on the day of the bite incident. Any such animal must be immediately surrendered to the animal control officer and taken by such officer to an approved quarantine facility. The owner may choose to have the animal quarantined for the ten-day period at a Texas Department of Health approved quarantine facility.
- (c) If the owner of an animal described in subsection (a) or (b) of this section refuses to surrender such animal on demand, such action shall constitute a misdemeanor and upon conviction shall be punishable by a fine as provided in section 1-8.
- (d) If the owner of an animal described in subsection (a) or (b) of this section cannot be identified or located at the time of an investigation by the animal control officer, or if the animal was running stray, the animal control officer shall impound the animal and take it to:
  - (1) The local veterinarian listed on the vaccination tag if such identification tag is worn by the animal, and if the veterinary facility is an approved Texas Department of Health quarantine location. The veterinarian shall be responsible for contacting the owner of the animal and for quarantining the animal for at least the required times for registered or unregistered animals. If the owner cannot be found during this time, the animal may be humanely ~~killed~~ [euthanized](#) for rabies diagnosis, or may be held for the remainder of the quarantine period at the expense of the veterinarian, at which time the animal shall become the property of the veterinarian.
  - (2) A Texas Department of Health approved quarantine facility if the animal has an out-of-city identification or a vaccination tag from an out-of-city veterinarian. The approved quarantine facility and/or the rabies control officer shall be responsible for contacting the out-of-city veterinarian or owner of the animal. All other provisions listed in subsection (d)(1), above, shall apply.

- (3) A Texas Department of Health approved quarantine facility if the animal has no identification or vaccination tag. If the animal is documented as wild or injured, or under certain other circumstances, the animal must be quarantined from zero to 72 hours, at the discretion of the rabies control officer after consultation with the veterinarian, at which time the animal may be humanely ~~killed~~ euthanized for rabies diagnosis. Other animals will be quarantined for 72 hours. If no owner has claimed the animal at the end of the 72-hour period, the animal may be humanely ~~killed~~ euthanized for rabies diagnosis.
- (e) The owner of an animal quarantined under this section shall pay to the quarantine facility the reasonable costs of the quarantine and disposition of the animal, including the charges for preparation and shipment of the animal's head or brain, if required, to the nearest state department of health certified laboratory for rabies testing. If the owner chooses not to pay for quarantine, the animal shall be humanely ~~killed~~ euthanized and the brain submitted to a state department of health certified laboratory for rabies diagnosis, at the owner's expense. All quarantine related payment arrangements shall be at the discretion of the individual quarantine facility and the facility shall be responsible for the collection of moneys owed.
- (f) The following quarantining procedures shall be observed:
  - (1) Biting animals and animals suspected of rabies that are placed in confinement for observation must be separated from all other animals in such a manner that there is no possibility of physical contact between animals.
  - (2) The quarantined animal must be observed at least daily by a person responsible for notifying the rabies control officer if clinical signs of rabies are noted.
  - (3) At the discretion of the rabies control officer or his designee, an unowned animal may be humanely ~~killed~~ euthanized for rabies diagnosis prior to the end of the quarantine period.
  - (4) The rabies control officer may require a written agreement by the owner or the custodian at the time of quarantine and the animal may be disposed of according to terms of this agreement.
  - (5) If the biting animal cannot be maintained in secure quarantine or if the owner chooses not to pay for quarantine, the animal shall be humanely ~~killed~~ euthanized and the brain submitted to a state department of health certified laboratory for rabies diagnosis, at the owner's expense.

(Code 1961, § 3-23; Ord. No. 97-3, § 1, 2-10-97; Ord. No. 2015-67, § 2, 11-23-15)

State law reference(s)—Quarantine of animals, V.T.C.A., Health and Safety Code § 826.042.

### **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 ~~killed~~ 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 rabies control officer shall provide a form to the veterinarian for his 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 rabies control officer at the end of the quarantine period.
- (b) The owner of the animal to be quarantined may request permission from the rabies control 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 rabies control officer.
  - (2) The animal is currently vaccinated against rabies and possesses a current city registration ~~tag~~ (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 ~~The victim or victim's parent or legal guardian~~ 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 rabies control officer.
  - (6) A licensed veterinarian 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 control 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 control officer ~~or the owner~~ after the observation. If the animal becomes ill during the home quarantine period, the veterinarian and the rabies control 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. ~~The fees shall be set by contract between the CCVMA and the city.~~
  - (8) It shall be unlawful to violate the provisions and conditions of the home quarantine as required by the rabies control officer. If the owner of the animal fails to abide by all provisions and conditions required by the rabies control 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 ~~killed~~  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.

### **Sec. 6-110. Disposition of domestic animals exposed to rabies.**

- (a) Unvaccinated animals which have been bitten or directly exposed by physical contact with a rabid animal or its fresh tissues shall be humanely  euthanized ~~killed~~ or, if sufficient justification for preserving the animal exists, immediately vaccinate the animal against rabies, place in confinement for ~~the exposed animal shall be immediately vaccinated against rabies, placed in strict isolation for~~  ninety days  ~~six months~~, and given a booster vaccination during the third and eighth weeks of confinement. For young animals, additional vaccinations may be necessary to ensure that the animal receives at least two vaccinations at or after the age prescribed by the United States Department of Agriculture (USDA) for the vaccine administered. ~~and given a booster vaccination one month prior to release from isolation.~~
- (b) Vaccinated animals which have been bitten or ~~otherwise significantly~~ directly exposed by physical contact with ~~to~~ a rabid animal shall be humanely  euthanized ~~killed~~ or, if sufficient justification for preserving the animal exists, the exposed vaccinated animal shall be given a booster rabies vaccination and placed in strict isolation for  forty-five days  ~~three months~~.

(c) The provisions of this section apply only to domestic animals for which an approved rabies vaccine is available.

(d) The provisions of this section will be in accordance with current state law.

(Code 1961, § 3-25)

**Sec. 6-111. Rabies control flow chart.**

\*\*\*\*\*

(Code 1961, § 3-26; Ord. No. 87-51, § 2, 10-12-87)

SECTION 5:

**THAT** Appendix D Fee Schedule; Section A is hereby amended with additions as underlined and deletions as stricken:

**APPENDIX D - FEE SCHEDULE**

**Sec. A. - Schedule of fees.**

| <b>Animal Fee Schedule</b>  |       |
|---|-------|
| Standard licensing fee. The licensing fee for dogs and cats, as required under this chapter, shall be as follows: |       |
| Unneutered dog or cat: Annual fee of  | \$5   |
| Neutered dog or cat: Lifetime of animal fee of  | \$5   |
| The lifetime license will only be valid when accompanied by a current rabies vaccination certificate.             |       |
| <i>Permits.</i> A permit shall be issued after payment of the applicable fee:                                     |       |
| Kennel authorized to house fewer than ten dogs or cats  | \$50  |
| Kennel authorized to house ten to 49 dogs or cats   | \$100 |
| Kennel authorized to house 50 or more dogs or cats  | \$150 |
| Pet shop  | \$100 |
| Riding stable   | \$100 |
| Auction   | \$100 |
| Zoological Park   | \$200 |
| Circus  | \$200 |
| Performing Animal Exhibition  | \$50  |
| Grooming Shop   | \$50  |
| Petting Zoo   | \$150 |

|  |                       |
|--|-----------------------|
| Guard Dog Training Center  | \$200                 |
| Obedience training center  | \$50                  |
| <a href="#">Dangerous Dog Annual Registration</a>  | <a href="#">\$100</a> |
| <a href="#">Aggressive Dog Annual Registration</a>   | <a href="#">\$50</a>  |
| <i>Impoundment fee.</i> An impoundment fee must be paid for each animal captured, as follows:  |                       |
| Unneutered dog or cat  | \$35                  |
| Neutered dog or cat  | \$20                  |
| Fowl or other small animals  | \$25                  |
| Livestock  | \$50                  |
| Zoological and/or circus animal  | \$100                 |
| Puppies and kittens under three months of age  | \$20                  |
| A feral cat that is otherwise in a sponsor approved trap, neuter, and return feral cat colony shall not be subject to impoundment fees under this section. |                       |
| <i>Boarding fee.</i> A boarding fee must be paid for each animal confined by the animal shelter, as follows:   |                       |
| Dog or cat, per day of confinement: Set by the animal shelter.   |                       |
| Fowl or other small animal, one-time charge  | \$10                  |
| Livestock animal, per day of confinement   | \$25                  |
| Zoological and/or circus animal, per day of confinement  | \$300                 |

**SECTION 6:** 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.

**SECTION 7:** 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 8: EFFECTIVE DATE AND PUBLICATION:**

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: First reading this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

CITY OF NEW BRAUNFELS, TEXAS

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

ATTEST:

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

APPROVED AS TO FORM:

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

5/12/2025

Agenda Item No. M)

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**PRESENTER:**

Matthew Simmont, AICP Planning Manager

**SUBJECT:**

Approval of the second and final reading of an ordinance to rezone approximately 0.5 acres out of the A M Esnaurizar Survey, Abstract 20, from C-1 AH (Local Business District with Airport Hazard Overlay) to C-1B AH (General Business District with Airport Hazard Overlay), currently addressed at 1655 State Hwy 46 S.

**DEPARTMENT:** Planning and Development Services

**COUNCIL DISTRICTS IMPACTED:** 2

**BACKGROUND INFORMATION:**

Case No: PZ25-0020

**Applicant/Owner:**

Honorio Guajardo  
guajardohonorio@yahoo.com

**Staff Contact:**

Amanda Mushinski, CNU-A, AICP-Candidate  
(830) 221-4056 | amushinski@newbraunfels.gov

**The City Council held a public hearing on April 28, 2025 and unanimously approved the first reading of the applicant's requested rezoning ordinance (5-0-0)**

The subject property is approximately 0.5 of an acre on the northeast side of State Hwy 46 S, an existing Principal Arterial, and approximately 600 feet northwest of the intersection of State Hwy 46 S and FM 758. It is bordered by C-1 AH and MU-B AH. Adjacent land uses consist of Single-Family Residences, Vacant Land, and Commercial Properties.

**ISSUE:**

The applicant's submission indicates that the proposed zoning change aims to facilitate development under the C-1B district, which allows a broad range of office, retail and service uses. This zoning district is typically intended for commercial nodes situated at intersections of major collectors or arterials, where high traffic volumes support general commercial activity.

**COMPREHENSIVE PLAN REFERENCE:**

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

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 3.1:** Plan for healthy jobs/housing balance.
- **Action 3.3:** Balance commercial centers with stable neighborhoods.
- **Action 3.6:** Pro actively provide a regulatory framework that remains business and resident friendly.

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**Future Land Use Plan:** The subject property is located within the Dunlap Sub Area, along a Transitional Mixed-Use Corridor, and near a proposed Civic and Market Center.

**STRATEGIC PLAN REFERENCE:**

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

- Economic Mobility - Objective: Support Confluence, the New Braunfels Chamber of Commerce Economic Development Strategic Plan, by helping to ensure a community that supports the targeted industries and increases the diversity of job opportunities in the community.
- Community Well-Being - Objective: Develop capital and staffing investments that improve safety, reduce heat islands, and encourage transportation modes that support healthier lifestyles and exercise such as biking, walking and running.
- Enhanced Connectivity - Objective: Implement improved local and regional public transportation services to connect the community to employment, education, healthcare, recreational and other destinations.

**FISCAL IMPACT:**

The Land Use Fiscal Analysis recommends prioritizing infill projects that add people and buildings in areas with existing infrastructure to increase tax revenue without significant impacts on services and infrastructure costs, distributing cost burdens out across more properties.

**RECOMMENDATION:**

Staff recommends approval. While C-1B is typically reserved for the intersections of major roadways rather than mid-block, C-1B at this location would offer a transition from the more intense abutting MU-B to the remaining surrounding C-1. Additionally, there are existing auto-related uses in the vicinity, which are more indicative of C-1B intensity. Finally, it should be noted that TxDOT’s long range plan for Highway 46 is for it to advance to expressway status, further intensifying land use expectations on this Transitional Mixed-Use Corridor.

The Planning Commission held a public hearing on April 1, 2025, and unanimously recommended approval of the applicant’s request (6-0-0).

*Mailed notification as required by state statute:*

Public hearing notices were sent to owners of 9 properties within 200 feet of the request. As of the date this agenda was posted, the city has received no responses in opposition.

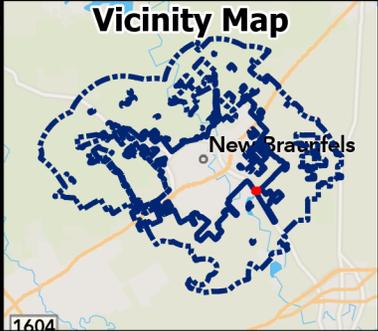
**Resource Links:**

- Chapter 144, Sec. 3.3-7 (C-1) of the City’s Code of Ordinances:  
[https://library.municode.com/tx/new\\_braunfels/codes/code\\_of\\_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?)
- Chapter 144, Sec. 3.4-13 (C-1B) of the City’s Code of Ordinances:  
[https://library.municode.com/tx/new\\_braunfels/codes/code\\_of\\_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?)

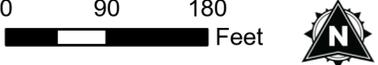


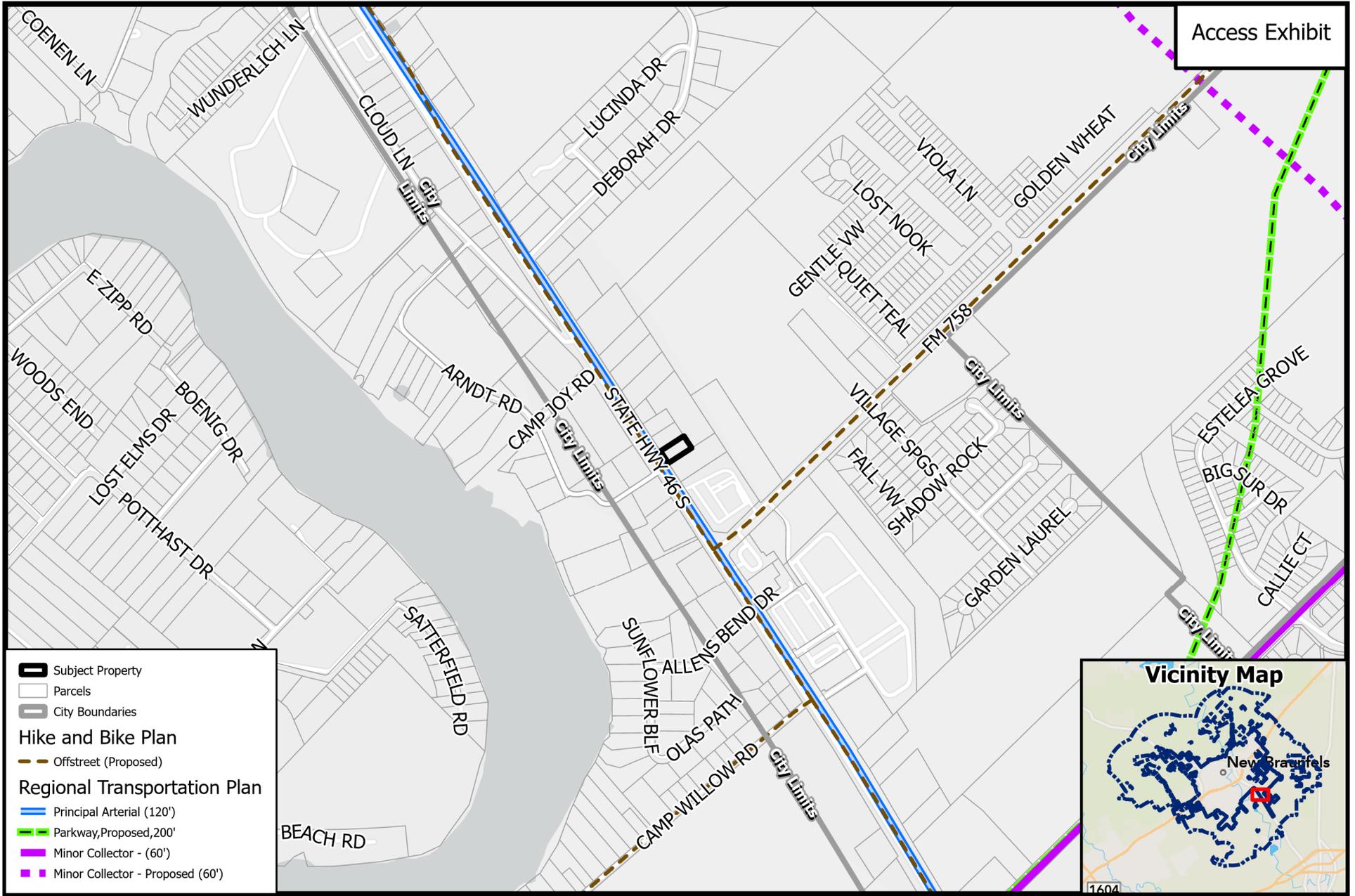
**Legend**

- Subject Property
- Floodplain**
- Floodway
- 1% Annual Chance Flood Hazard

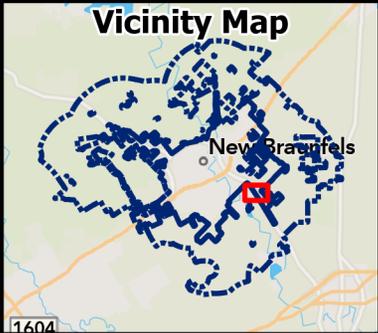


**PZ25-0020**  
**1655 SH 46 S - C-1 AH to C-1B AH**

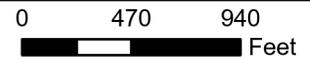


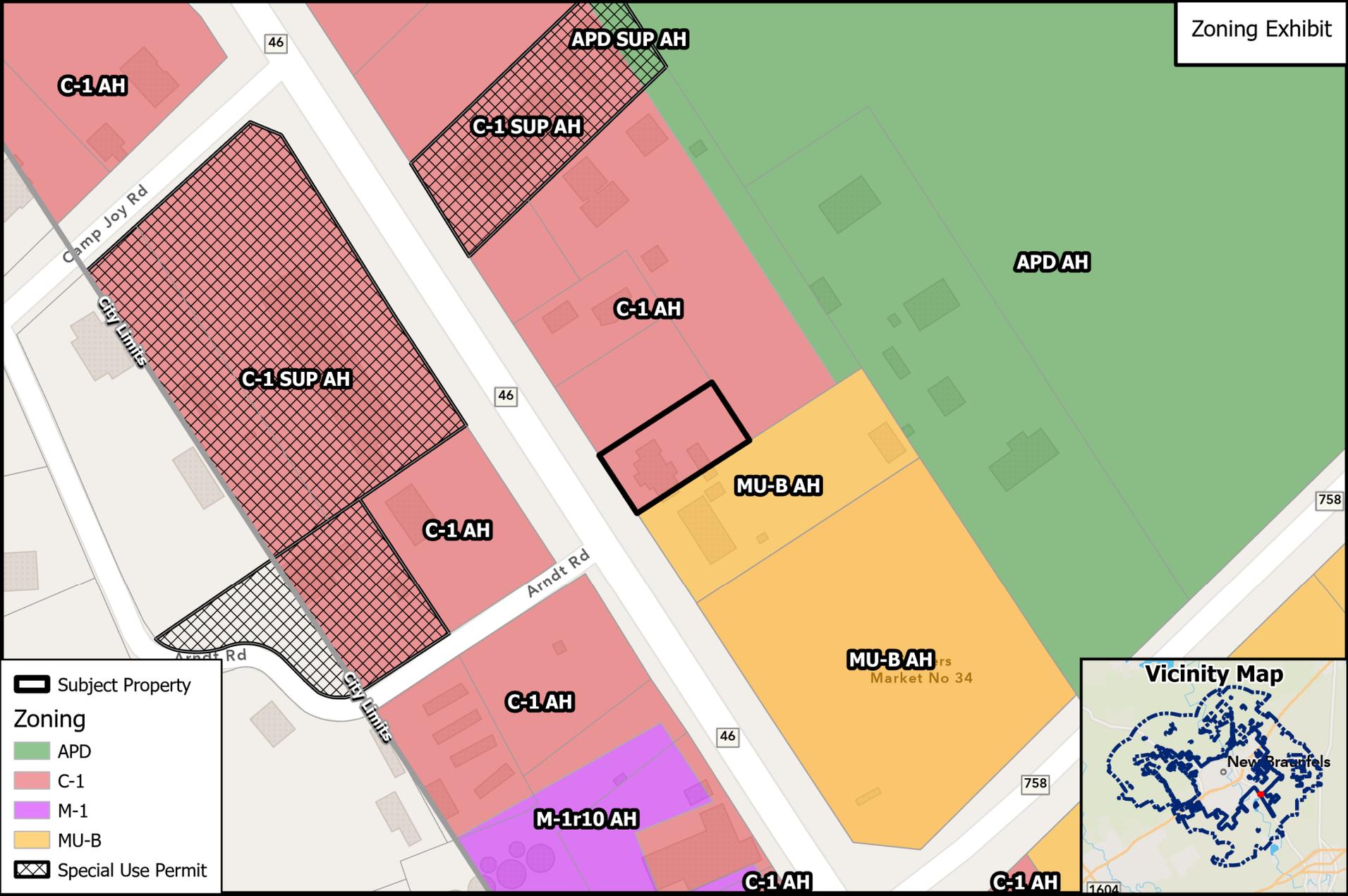


Access Exhibit



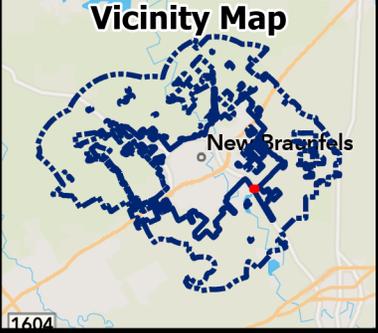
**PZ25-0020**  
**1655 SH 46 S - C-1 AH to C-1B AH**



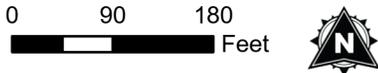


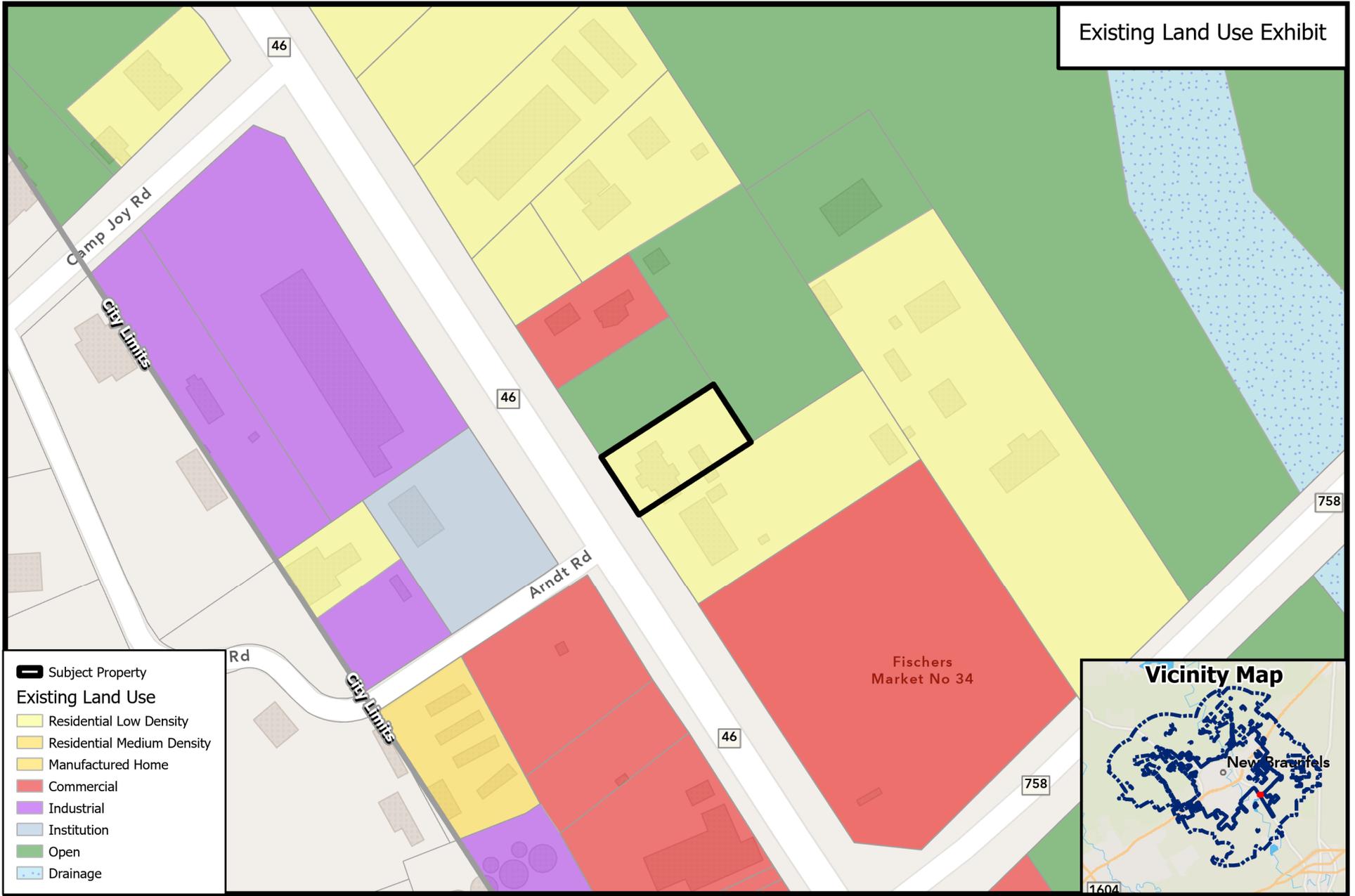
**Legend**

- Subject Property
- Zoning**
- APD
- C-1
- M-1
- MU-B
- Special Use Permit



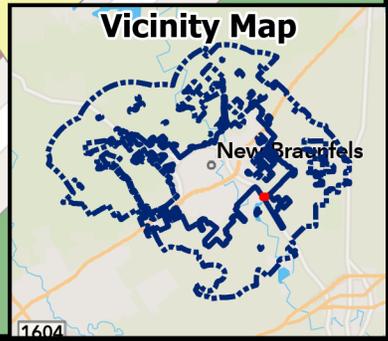
**PZ25-0020**  
**1655 SH 46 S - C-1 AH to C-1B AH**





Existing Land Use Exhibit

- Subject Property
- Existing Land Use**
- Residential Low Density
- Residential Medium Density
- Manufactured Home
- Commercial
- Industrial
- Institution
- Open
- Drainage



**PZ25-0020**  
**1655 SH 46 S - C-1 AH to C-1B AH**



Path: P:\ZoneChange & SUPs\2025\PZ25-0020 - 1655 SH 46 S - C-1 to C-1B\NPH\PZ25-0020.aprx

Source: City of New Braunfels Planning  
 Date: 3/7/2025

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 anyone 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 exist.

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

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

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

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

| Land Use   | Existing | Proposed |
|--|----------|----------|
|  | C-1      | C-1B     |
| Laundry/washateria (self-serve)  | P        | P        |
| Lawnmower sales and/or repair  | P        | P        |
| Leather products manufacturing   |          |          |
| Light manufacturing  |          |          |
| Limousine/taxi service   |          | P        |
| Livestock sales/auction  |          |          |
| Locksmith  | P        | P        |
| Lumber mill  |          |          |
| Lumberyard (see section 144-5.15)  |          |          |
| Lumberyard or building material sales (see section 144-5.15)                           |          |          |
| Machine shop   |          |          |
| Maintenance/janitorial service   |          | 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  |          |          |
| Manufacturing and processes  |          |          |
| Manufacturing processes not listed   |          |          |
| Market (public, flea)  |          |          |
| Martial arts school  | P        | P        |
| Meat or fish packing/storage plants  |          |          |
| Medical supplies and equipment   | P        | P        |
| Metal fabrication shop   |          |          |
| Micro brewery (onsite mfg. and/or sales)   |          | P        |
| Micro distillery (onsite mfg. and/or sales)  |          | P        |
| Mini-warehouse/self-storage units (no boat and RV storage permitted)                   | P        | P        |
| Mini-warehouse/self-storage units with outside boat and RV storage                     |          | P        |
| Monument, gravestone, or marble works (manufacture)                                    |          |          |
| Motion picture studio, commercial film   | P        | P        |
| Motion picture theater (indoors)   | P        | P        |
| Motion picture theater (outdoors, drive-in)  |          | P        |
| Motorcycle dealer (primarily new/repair)   |          | P        |
| Moving storage company   |          | P        |
| Moving, transfer, or storage plant   |          |          |
| Multifamily (apartments/condominiums)  | P        |          |
| Museum   | P        | P        |
| Natural resource extraction and mining   |          |          |
| Needlework shop  | P        | P        |
| Nonbulk storage of gasoline, petroleum products and liquefied petroleum                |          |          |
| Nursing/convalescent home/sanitarium   | P        | P        |
| Offices, brokerage services  | P        | P        |
| Offices, business or professional  | P        | P        |
| Offices, computer programming and data processing                                      | P        | P        |

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

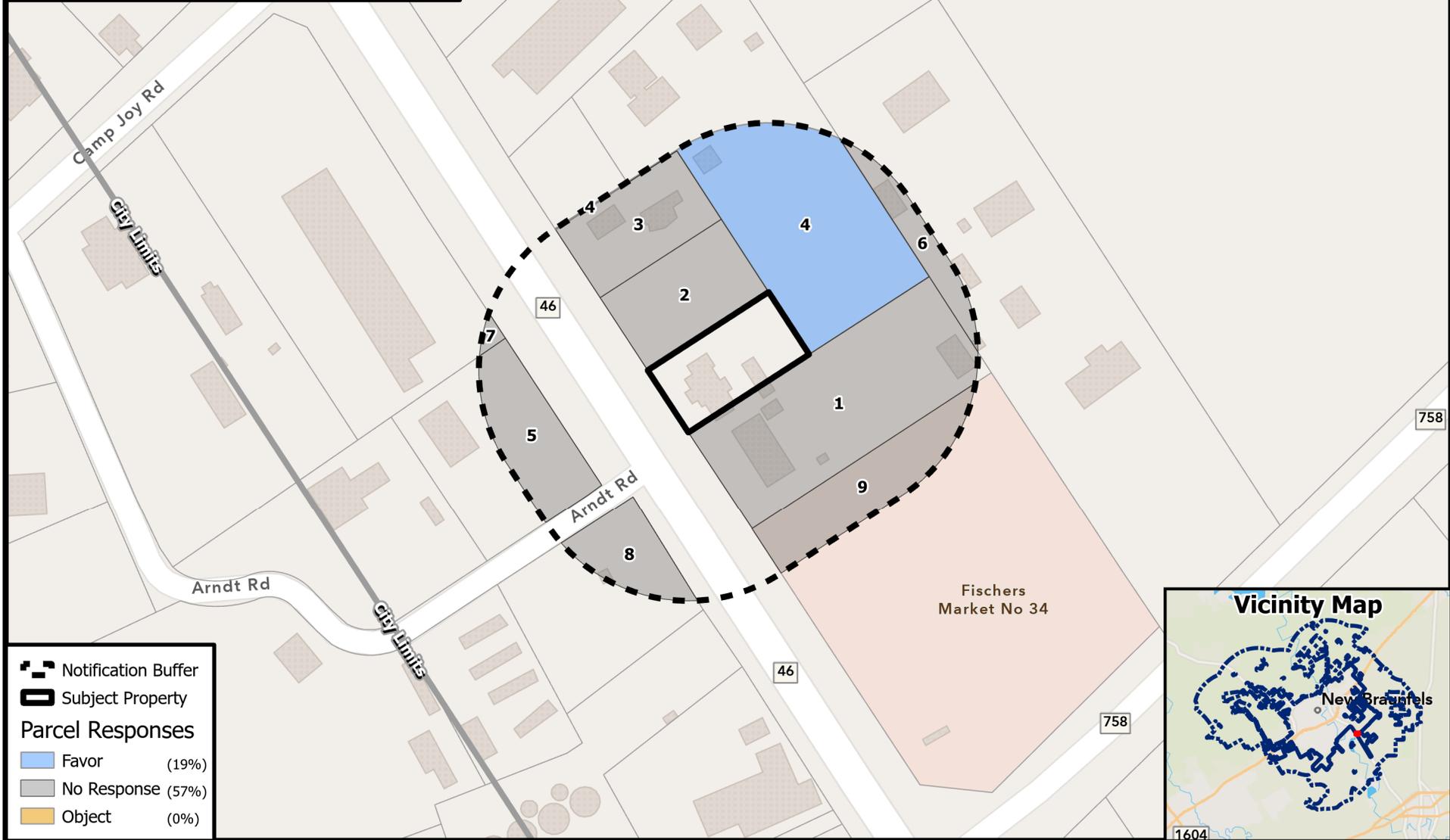
| Land Use  | Existing | Proposed |
|---|----------|----------|
|   | C-1      | C-1B     |
| Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less) | P        | P        |
| Retail store and shopping center with drive-through service (50,000 sq. ft. bldg. or less)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

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



**1655 State Highway 46 S**

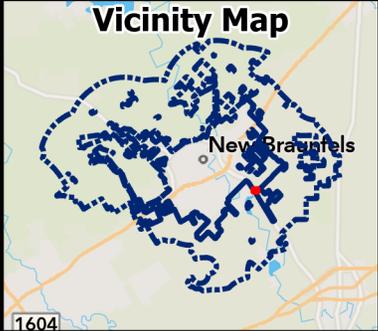
**1** Property Owner - Refer to Property Number on Postcard. Numbers may shift due to real estate transactions from the initial notification.



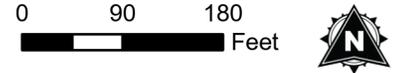
**Notification Buffer**  
**Subject Property**

**Parcel Responses**

|   |       |
|---|-------|
| <span style="color: blue;">■</span> Favor       | (19%) |
| <span style="color: grey;">■</span> No Response | (57%) |
| <span style="color: yellow;">■</span> Object    | (0%)  |



**PZ25-0020**  
**1655 SH 46 S - C-1 AH to C-1B AH**



**PLANNING COMMISSION – April 1, 2025 – 6:00PM**

City Hall Council Chambers

**Applicant:** Honorio Guajardo

**Address/Location:** 1655 SH 46 S

**PZ25-0020**

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. RIDDLE BRENDA            | 7. 2460 INTERSTATE LLC           |
| 2. WETZ WILLIAM N           | 8. DEWITT PARTNERS LTD           |
| 3. HARRIS AMELIA A          | 9. JUNIPER VENTURES OF TEXAS LLC |
| 4. RIDGWAY SAMUEL L         | 10. RIDGWAY SAMUEL L             |
| 5. KYPFER ALBERT LODGE #106 |                                  |
| 6. SISAK JIMMY J            |                                  |

**SEE MAP**

RIDGWAY SAMUEL L

1615 HWY 46 S

NEW BRAUNFELS TX 78130

Property #: 4

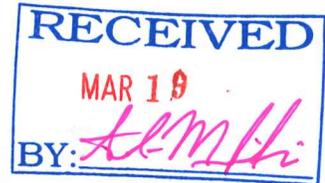
PZ25-0020

Case Manager: AM

FAVOR

OPPOSE

COMMENTS



**Draft Minutes for the April 1, 2025, Planning Commission Regular Meeting**

**A) PZ25-0020 Public hearing and recommendation to City Council to rezone approximately 0.5 acres out of the A M Esnaurizar Survey, Abstract 20, from C-1 AH (Local Business District with Airport Hazard Overlay) to C-1B AH (General Business District with Airport Hazard Overlay), currently addressed at 1655 State Hwy 46 S. (Applicant/Owner: Honorio Guajardo; Case Manager: Amanda Mushinski, Planner, CNU-A, AICP-Candidate)**

Amanda Mushinski presented the aforementioned item and recommended approval.

Chair Sonier asked if there were any questions for staff.

Chair Sonier invited the applicant to speak on the item.

Honorio Guajardo elaborated on the item and discussed the intent of the request.

Chair Sonier opened the public hearing and asked if anyone would like 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.

Motion by Vice-Chair Nolte, seconded by Commissioner Allen, to recommend approval of the item to City Council. Motion carried unanimously.

DRAFT

**ORDINANCE NO. 2025-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.5 ACRES, BEING OUT OF THE A M ESNAURIZAR SURVEY, ABSTRACT 20, CURRENTLY ADDRESSED AT 1655 STATE HWY 46 S, FROM C-1 AH (LOCAL BUSINESS DISTRICT WITH AIRPORT HAZARD OVERLAY) TO C-1B AH (GENERAL BUSINESS DISTRICT WITH AIRPORT HAZARD OVERLAY); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

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

**WHEREAS**, in keeping with the spirit and objectives of the C-1B AH (General Business District with Airport Hazard Overlay), the City Council has given due consideration to all components of said district; and

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

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

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

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

**WHEREAS**, the City Council desires to amend the Zoning Map by changing the zoning of approximately 0.5 acres being out of the A M Esnaurizar Survey, Abstract 20, currently addressed at 1655 State Hwy 46 S, from C-1 AH (Local Business District with Airport Hazard Overlay) to C-1B AH (General Business District with Airport Hazard Overlay); 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 C-1 AH (Local Business District with Airport Hazard Overlay) to C-1B AH (General Business District with Airport Hazard Overlay):

Approximately 0.5 acres being out of the A M Esnaurizar Survey, Abstract 20, currently addressed at 1655 State Hwy 46 S, as depicted on Exhibit "A" and delineated in Exhibit "B", attached.

**SECTION 2**

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

**SECTION 3**

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

**SECTION 4**

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

**PASSED AND APPROVED:** First reading this 28<sup>th</sup> day of April 2025.

**PASSED AND APPROVED:** Second reading this 12<sup>th</sup> day of May 2025.

**CITY OF NEW BRAUNFELS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**VALERIA M. ACEVEDO, City Attorney**

EXHIBIT "A"

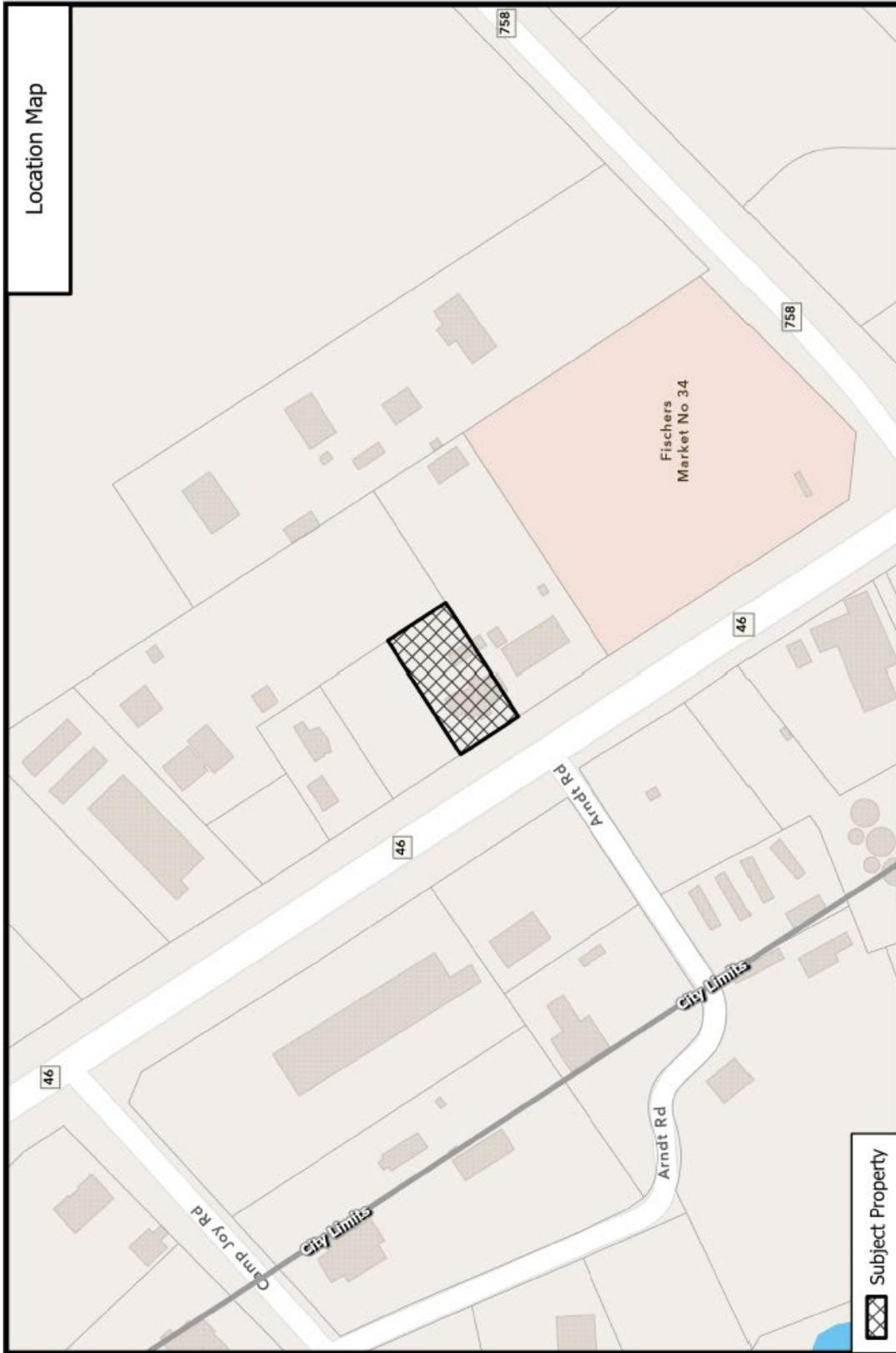


EXHIBIT "B"

*Honorio Guajardo*

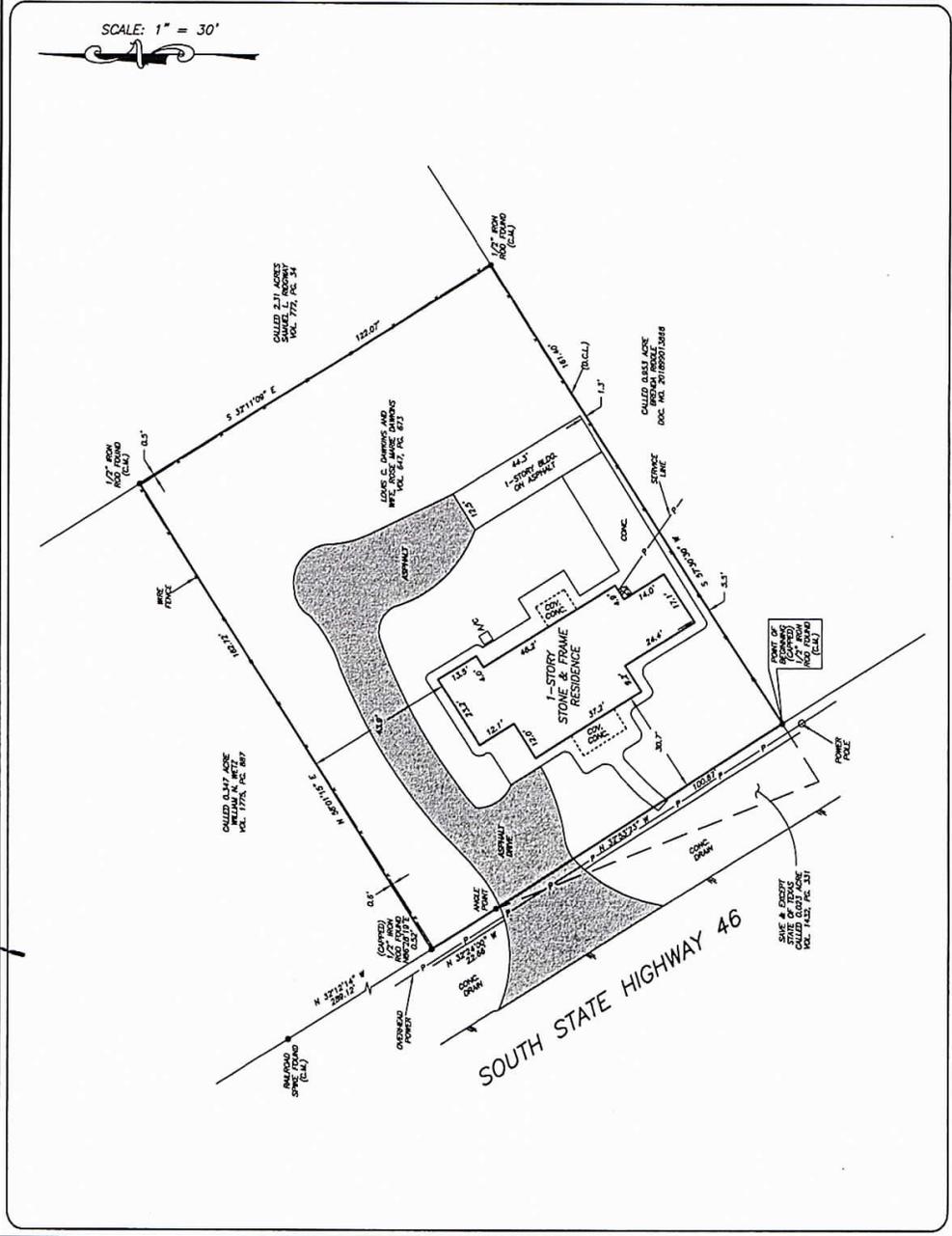
CF NO. 6160NE OLD REPUBLIC TITLE  
 ADDRESS: 1635 SOUTH STATE HIGHWAY 46  
 HOUSTON, TEXAS 77030  
 BORROWER: BRENDA RIDDLE

0.4571 ACRE  
 OUT OF THE  
 A.M. ESNAURIZAR SURVEY, A-20  
 OF GUADALUPE COUNTY, TEXAS  
 (SEE ATTACHED METES AND BOUNDS DESCRIPTION)



THIS PROPERTY DOES NOT LIE WITHIN THE  
 100 FOOT FLOOD PLAIN AS PER FPM  
 MAP NO. 17777-100-0001  
 MAP REVISED: 11/16/2007  
 BASED ONLY ON VISUAL EXAMINATION OF MAPS  
 AND FIELD SURVEY. THIS IS NOT A  
 DETERMINATION WITHOUT DETAILED FIELD STUDY.  
 ENGINEER: WILSON  
 AS SHOWN IN RECORD OF THIS SURVEY

DECL. SURRENDER CONTROL LINE  
 I HEREBY SURRENDER THIS SURVEY AS MADE  
 ON THE GROUNDS THAT THIS PLAT CORRECTLY  
 REPRESENTS THE TRUE AND ACCURATE  
 TITLE OF SURVEY AND THAT THESE ARE AND  
 SHALL BE THE TRUE AND ACCURATE METES AND  
 BOUNDS OF SAID SURVEY. THIS SURVEY IS  
 ACCEPTED AS SUCH BY THE STATE AND  
 ADJUSTING PROVIDED BY THE STATE ONLY AND  
 NO OTHER TITLE OR INTEREST IS TO BE  
 RECOVERED FROM ANY PARTY TO THIS SURVEY.  
 -MAY RAY JANCEK  
 PROFESSIONAL LAND SURVEYOR  
 JOB NO. SA0018-0224  
 OCTOBER 11, 2018



PRECISION  
 surveyors



OLD REPUBLIC TITLE  
 NAOMI FLORES  
 830-608-1551

1-800-LANDSURVEY  
 www.precisionurveyors.com  
 281-495-1556 FAX 281-495-1857 210-829-4941 FAX 210-829-1555  
 850 HUNDEBLE STREET SUITE 150 HOUSTON, TEXAS 77030 1777 NE LOOP 410 SUITE 600 SAN ANTONIO, TEXAS 78217  
 FORM NO. 10650702

5/12/2025

Agenda Item No. A)

**PRESENTER:**

Jeff Jewell, Economic and Community Development Director  
Tony Janoweic, CEO, Interstate Parking

**SUBJECT:**

Discuss and consider approval of the first reading of an ordinance amending the Code of Ordinances, Chapter 126, Sec. 126-355, related to the downtown parking zone by establishing paid parking areas, fees, and the days and times of enforcement, and repealing Secs. 126-382 to 126-395 related to parking meters and pay stations.

**DEPARTMENT:** Economic and Community Development

**COUNCIL DISTRICTS IMPACTED:** 1, 3, 5

**BACKGROUND INFORMATION:**

Since 2022, city staff has undertaken planning and due diligence efforts to develop strategies and recommendations for parking in the downtown area. Downtown continues to be a top priority for stakeholders, including the New Braunfels Downtown Board. In 2023, a downtown parking management study was completed by Walker Consultants, along with a parking garage feasibility study. Walker recommended a series of strategies to operate an improved parking enforcement effort for the downtown area to delay the construction of a costly parking garage. The study recommended technological, administrative, and policy changes that would result in an improved end-user experience and more efficient enforcement efforts to better manage downtown parking inventories.

The Downtown Board formed a parking committee of downtown business owners and leaders who evaluated the parking and garage studies, along with a recent downtown business survey. The survey indicated that businesses felt it was time for a change; they valued space turnover for new customers near their business; there is a desire for a mix of free and paid parking options with a fee for the most convenient spaces; that staff need a reliable place to park; and that they support paid parking if it was reinvested into downtown.

The parking committee considered increased visitation and retail changes with associated business hours since the two-hour parking ordinance was implemented in 2009. They also expressed a desire to expand options for people to stay longer or less than 2 hours, noting that short term parking can remain free, with longer term parking also available for free but with less convenience. Other considerations included privately owned parking lots charging a fee for parking, putting additional pressure on the most convenient and free on-street parking, and a desire to shift parking costs onto those that use it. Charging a fee for the most convenient parking spaces in downtown is also believed to support downtown vibrancy by reinvesting parking revenues into streetscape improvements, safety, and amenities, as well as helping to fund long term parking solutions such as a parking garage.

The parking committee presented its recommendations to the Downtown Board which were approved unanimously. The committee's recommendations were also approved by the Downtown Association's board. The proposed changes include paid parking in the two-hour ordinance areas on every day of the week, from 10:00am to 10:00pm with the first hour free and \$2.00 per hour after. The maximum daily rate is proposed to be \$10.00. Approximately twenty-three spaces not currently included in the two-hour ordinance area are proposed

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to be included as part of the managed parking program. Specifically, these spaces have been excluded from the two-hour ordinance at Comal County's request, but staff is recommending these spaces (23) be included in the managed parking system. Proposed for inclusion in the paid parking system are four (4) spaces along E. San Antonio between Main Plaza and the Comal County Court's driveway, eleven (11) in the northeast quadrant of Main Plaza directly in front of the Courthouse and eight (8) spaces along Seguin Avenue directly adjacent to the Comal County Courthouse and Annex Building.

A cross-department city team has worked and met regularly since that time to study and implement recommendations and potential efficiencies from the 2023 parking study. A contract with Interstate Parking was approved in February 2025 to manage the parking program, including parking ambassadors for enforcement, leveraging technology to create a user-friendly resident river parking pass program, collect parking fees, and implement additional strategies learned because of data collection and behavior changes. A fully integrated managed parking program has been shown in other cities to improve access, reduce congestion, support local businesses, and delay costly parking garages.

The city has worked to create new free parking spaces, particularly for downtown employees. The city currently has agreements in place for two downtown employee parking lots and are working to expand the permit program to other privately owned off-street parking lots. These agreements have been funded by the TIRZ #3. Staff has also worked on agreements with downtown partners to make additional parking lots available to the public after 5pm and on weekends. Parking signage has also been added to direct visitors to free parking areas, with plans to increase.

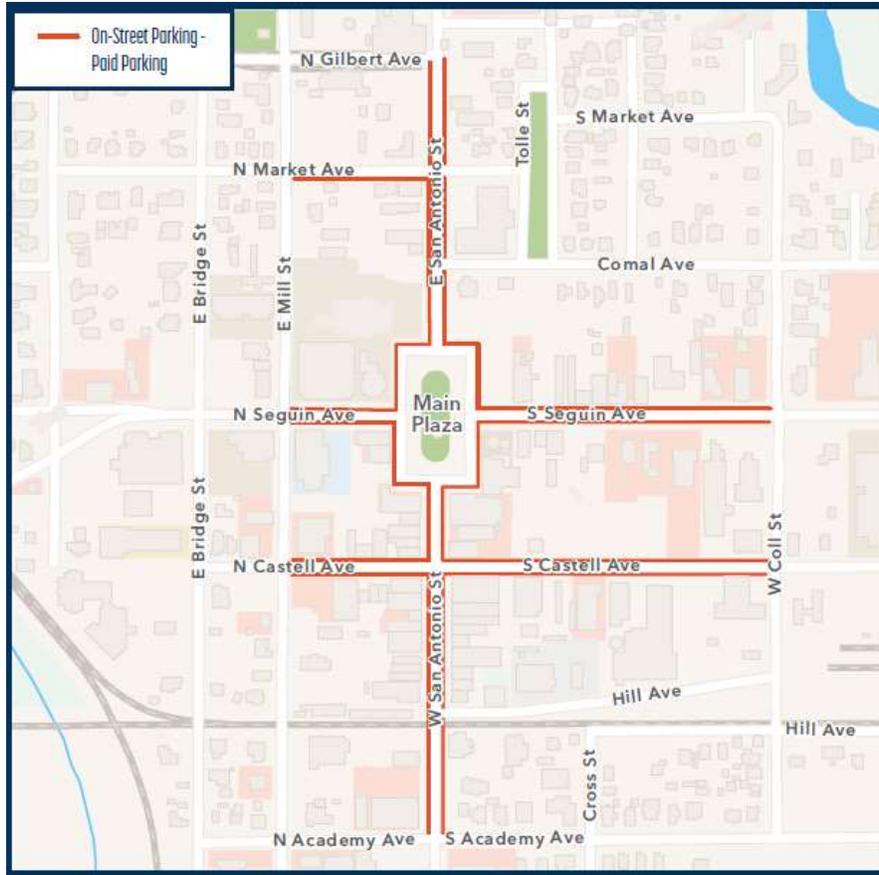
On April 14, 2025, council approved changes to the administration and collection of unpaid parking violations. The move to a civil citation process, also recommended by the 2023 parking study, will allow Municipal Court to reallocate its efforts on other municipal offenses, improve customer experience through its proportionate and simplified resolution process, and enable the use of a third-party contractor to act as the City's parking enforcement agent.

This city team has also identified ordinances affected by the parking committee's proposed changes, as well as those that are outdated, particularly those for parking meters and pay stations that no longer exist. Ordinances were also found to have redundancies, specifically to the recently approved ordinance changes for civil administration and collection of unpaid parking violations. Ordinance Changes because of recently approved ordinances, those in support of the committee's recommendations, and those found to be outdated are included in this item.

The ordinance changes include:

- Paid parking areas include those shown in the map below, indicated by orange lines.
- Paid parking will be enforced every day of the week, from 10:00am to 10:00pm.
- Parking will be free for the first hour, then \$2.00 per hour for every hour after, with a maximum daily rate of \$10.00.

The changes also include vehicle registration as a requirement upon parking in the proposed Downtown Parking Zone. Customers not able or willing to register their vehicle upon parking in a designated managed space are free to park in one of the publicly available lots that do not require registration or payment.



The ordinance changes also include:

- Remove references to parking meters and pay stations.
- Remove references to unpaid parking penalties that appear in other ordinances.

Prior presentations to Council related to downtown parking have occurred on March 18, 2024, February 17, 2025, February 24, 2025, and March 24, 2025. These include reviews of proposed changes and approval of a contract with Interstate Parking for parking management and enforcement. Unpaid parking violations were decriminalized by city council at its meeting on April 14, 2025.

The city has hosted several meetings with downtown businesses and stakeholder groups, held two open forum public meetings, and launched information on the city's website and social media to help the public understand the proposed changes. The city, in coordination with Interstate Parking, will continue efforts to educate and engage with downtown visitors, businesses, and employees. Paid parking in downtown is expected to begin July 7, 2025 with approval of these ordinance changes.

Ordinances in Sections 126 382 - 395 are requested to be repealed as these ordinances are specific to parking meters and stations that no longer exist. The city has seen these devices to be inefficient and costly to maintain. Instead, the city plans to leverage current technology for parking registration and payment processing.

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**ISSUE:**

The current time-limited downtown parking ordinance does not match current visitation demand periods, include consumer choices, or result in the desired customer turnover needed to create new customers for downtown businesses. These ordinance changes reflect a larger managed parking system which organizes, prices, and regulates parking in the highest demand areas. Charging a fee for on-street parking in the proposed areas is an equitable way to shift the cost of enforcement onto the actual users of the parking system and generate revenue to pursue other parking solutions in high demand districts such as downtown New Braunfels.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

The fiscal impact is unknown. It is expected that downtown parking fees will generate revenue in excess of the annual operating costs of the third-party parking management company, however behavior changes are unknown including number of parking turnovers each day and compliance, as well as the cost of potential new private parking lot agreements staff and the public. All revenues generated from downtown paid parking will be transferred into the Parking Revenue Fund for future improvements.

**RECOMMENDATION:**

Staff recommends approval of the first reading of this ordinance amendment to Chapter 126 Section 355 - Downtown Parking Zone and Sections 382 through 395 - Metered and Pay Station Parking by establishing paid parking areas, fees, identifying the days and times that paid parking will be enforced, and removing references to parking meters and pay stations.

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**ORDINANCE NO. 2025- \_\_\_\_**

**AN ORDINANCE OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING CHAPTER 126, ARTICLE VII-PARKING, DIVISION 2, SEC. 126-355 UPDATING DOWNTOWN PARKING ZONE, OFFENSES AND PENALTIES, AND AUTHORIZING PAID PARKING; AND REPEALING SECTIONS 126-382 TO 126-395, RELATING TO METERS AND PAY STATIONS; REPEALING ALL LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.**

**Whereas**, the City has extensively studied and further engaged with downtown stakeholders and property owners to improve the downtown parking environment and deploy best practices in parking management; and

**Whereas**, the City desires to update and expand its parking enforcement efforts to reflect current demand in downtown to increase parking turnover as a tool to support downtown businesses in the most convenient and popular parking spaces; and

**Whereas**, the City desires to implement paid parking in downtown as a revenue source for expanded enforcement efforts and to reinvest into future downtown parking improvements; and

**Whereas**, the City desires to update the downtown parking zone boundaries and the areas to be included as paid parking, as well as provide an exemption for disabled veterans.

**Whereas**, no parking meters or pay stations are currently installed or in use thus the repeal of that ordinance is recommended; and

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

SECTION 1: That Chapter 126 “Traffic and Vehicles” Ordinance VII “Parking”, Division 2, Section 126-355 is amended as indicated below:

**ARTICLE VII. - PARKING**

**Division 2. Prohibited Parking**

**Sec. 126-355. Downtown parking zone.**

(a) *Definitions.* The following terms, as used in this section, have the following definitions:

*Downtown parking zone* shall mean the area comprised of the following public streets:

- (1) Main Plaza;
- (2) Seguin Avenue from Mill Street to Coll Street;
- (3) San Antonio Street from Gilbert Street to Academy Avenue;
- (4) Castell Avenue from Mill Street to Coll Street;

- (5) The south/west side of Market Street from E. Mill Street to E. San Antonio Street.



*Motor vehicle*, referred to here as vehicle, shall mean any mechanically or electrically powered device not operated on rails, upon which or by which any person or property may be transported upon a public street . The load on a motor vehicle or trailer attached to it, is considered part of the vehicle. Tractors and motorized machinery are included while self-propelled in transit or used for transportation.

*Public parking* means any parking spaces located on streets and other property owned by the City of New Braunfels, Texas.

- (b) *Downtown Parking and Registration.*

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- (1) Paid Downtown parking. There shall be a parking fee charged for all public parking spaces in the downtown parking zone between the hours of 10:00 a.m. and 10:00 p.m. daily, except that the first hour parked each day shall be free. Unless an exemption applies, the parking fee shall be paid by each vehicle at an hourly rate of \$2.00 for each parking space, with a maximum charge of \$10.00 per day per vehicle. Payment shall be made through the city's internet based point of sale application or other methods approved by the city. In areas with marked parking spaces, the vehicle must be parked within the marked space. If a designated parking enforcement agent determines that a vehicle is parked in more than one parking space or the vehicle is parked in a space that is legally occupied by another vehicle, then an additional fee of \$2.00 will be charged for each hour the vehicle remains parked. Once a parking fee is paid, the operator may not transfer the space to another vehicle. If a vehicle leaves and returns later in the same day when the fee is applicable, a new \$2.00 hourly fee will be charged. All fees collected from publicly owned parking spaces within the downtown parking zone will be deposited or transferred to the city's Downtown Parking Fund.
- (2) Registration required. Any vehicle parked in the Downtown Parking Zone must be registered with the city through its parking enforcement agent. Failure to register a vehicle shall constitute a civil offense pursuant to Sec. 126-357.1 - 360 and subject to a civil offense only.
- (c) *General Exceptions.* The terms of this section shall not apply in the following instances:
- (1) Vehicles with disabled veteran license plates will be exempt from registration requirements and parking fees.
- (2) When the city manager or designee determines that weather or other conditions do not warrant charging such fee, the fee may be temporarily suspended.
- (d) *Penalties.*
- (1) Any vehicle parked in violation of Section 126-355 will be subject to additional fees and civil enforcement, including immobilization or impoundment
- (Ord. No. 2009-50, § I, 7-27-09; Ord. No. 2011-14, § I, 1-24-11; Ord. No. 2019-45, § 2, 7-22-19)

That Chapter 126 "Traffic and Vehicles" Ordinance VII "Parking", Division 4, is repealed as indicated below:

**ARTICLE VII. - PARKING**

~~**Division 4. Metered and Pay Station Parking**~~

~~**Sec. 126-382. - Installation and maintenance; authority of the chief of police.**~~

~~The chief of police is hereby authorized to provide for the installation, regulation, maintenance, control, operation and use of paid parking spaces and parking zones on any street or part of a street where parking is limited as to time by this article and where, in his opinion, the use of such parking meters would tend to reduce overparking in violation of this article. The chief of police is further authorized to maintain such parking spaces and zones.~~

~~(Ord. No. 2019-25, § II, 4-8-19)~~

~~**Sec. 126-383. - Location.**~~

~~(a) The chief of police or the parks and recreation director for paid parking within parks may use parking meters and parking pay stations to assist in the enforcement of parking time restrictions.~~

~~(b) A parking meter must:~~

~~(1) Be installed adjacent to the parking space it monitors or be labeled to indicate the space;~~

~~(2) Indicate the maximum uninterrupted time a vehicle may remain parked in the space during any parking occasion; and~~

- 
- (3) Display the amount of time a vehicle may remain legally parked in the space after the deposit of payment.
  - (c) A parking pay station must:
    - (1) Be installed on the same city block or at the same city owned or controlled parking lots or facilities as the paid parking space or paid parking zone it monitors;
    - (2) Indicate the maximum uninterrupted time a vehicle may remain parked within the paid parking space or the paid parking zone during any parking occasion; and
    - (3) Either:
      - a. Measure and store the amount of time a vehicle may remain legally parked after the deposit of payment; or
      - b. Issue a receipt that indicates the amount of time a vehicle may remain legally parked after the deposit of payment.
  - (d) A parking meter or a parking pay station shall indicate the hours and days that paid parking time limits are in effect.
  - (e) A parking meter or a parking pay station shall indicate the amount of the fee for parking a vehicle.
  - (f) The chief of police or the parks and recreation director for paid parking within parks shall equip parking meters and parking pay stations to accept coins in denominations appropriate to pay the fee for parking a vehicle.

(Ord. No. 2019 25, § II, 4 8 19)

**Sec. 126-384. — Marking spaces; method of parking.**

(a) *Marking spaces.* Individual parking spaces within an on-street parking meter zone are designated by the individual meter poles. Individual parking spaces for off-street parking facilities are designated by lines or numbers or both. The city need not designate individual spaces in the on-street pay station zones, but pay station zones should have signs at both ends of the zone.

(b) *Method of parking in paid parking spaces.*

(1) A person must park a vehicle completely within the delineated parking space.

(2) A person may not park a vehicle in a paid parking space that is legally occupied by another vehicle.

(c) *Method of parking in paid parking zones.* A person must park a vehicle completely within posted signs for the zone.

(Ord. No. 2019 25, § II, 4 8 19)

**Secs. 126-385, 126-386. — Reserved.**

**Sec. 126-387. — Fee due for parking vehicle.**

(a) Unless exempted by a provision in this section, a person parking a vehicle in a paid parking space or paid parking zone shall immediately pay the parking fee due.

(b) A person must deposit U.S. coins in denominations accepted by the parking meter or parking pay station or use a credit card or bank debit card to pay the parking fee.

(c) A person may not use foreign currency in a parking meter or a parking pay station.

(d) A person may not deposit more than the amount of payment necessary to obtain the maximum parking time limit allowed during a parking occasion.

(e) If parking a vehicle in a space monitored by a pay and display station, a person shall immediately attach the pay station receipt to the inside of the vehicle's windshield adjacent to the curb. The receipt must be placed in a position so that it can be read from outside of the vehicle.

(f) A person may not park at a paid parking space with an inoperable parking meter unless the person pays at the nearest pay and display station and attaches the receipt to the window as required in subsection (e).

(g) A person may not park in a paid parking zone monitored by a pay and display station without a receipt from the nearest operable pay and display station.

(h) Where a meter or a parking zone accepts digital payment and a printed receipt is not provided, display of a printed receipt on the dashboard for digital payments is not required.

(Ord. No. 2019 25, § II, 4 8 19)

**Sec. 126-388. — Time limits on paid parking.**

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- ~~(a) Paid parking time limits for parking spaces are established in section 126-381.~~  
~~(b) The city council shall establish the maximum uninterrupted time a person may continuously park a vehicle for each parking occasion.~~  
~~(c) When paid parking time limits are in effect, a person may not park a vehicle for more than the maximum parking time limit established by the city council for each parking occasion.~~  
~~(d) A vehicle may not be moved and reparked in the same paid parking space or paid parking zone to avoid violating the maximum parking time limit for each parking occasion.~~  
~~(e) When paid parking time limits are in effect, a person may not allow a vehicle to remain parked in a paid parking space or a paid parking zone when the authorized parking time has expired.~~  
~~(Ord. No. 2019-25, § II, 4-8-19)~~

**~~Sec. 126-389. — Use of slugs prohibited.~~**

~~It shall be unlawful to deposit or cause to be deposited in any parking meter or parking pay station any slug, device or other substitutes for coins of the United States.~~

~~(Ord. No. 2019-25, § II, 4-8-19)~~

**~~Sec. 126-390. — Damaging or tampering with meters.~~**

~~It shall be unlawful for any person to deface, injure, tamper with, open, break or destroy any parking meter or parking pay station, installed under the authority of this article, or otherwise to willfully impair its usefulness.~~

~~(Ord. No. 2019-25, § II, 4-8-19)~~

**~~Secs. 126-391, 126-392. — Reserved.~~**

**~~Sec. 126-393. — Violations — Report; notice.~~**

- ~~a. Penalties. Any person who shall violate any provision of this section or fail to comply with any of the provisions herein, shall be guilty of a misdemeanor, and upon conviction shall be fined a sum not exceeding \$200.00. Each day any violation of this section continues shall constitute a separate and distinct offense.~~
- ~~(b) Towing of vehicles. In addition to being cited for violations of this section, such vehicles can be towed at the discretion of the city manager, the chief of police, or the parks and recreation director for vehicles towed within city parks, or their designated representatives. All towing costs incurred shall be the responsibility of the vehicle owner or operator. The installation and erection of appropriate signs is hereby authorized.~~
- ~~(c) It is the duty of the police department, through its parking enforcement section, or of such other city employees as may be designated by the city manager, to enforce the provisions of this article and prosecute offenders. Parking violation notices should contain the number of the parking meter or pay station at which the vehicle is parked, the name of the state and number of the vehicle's license plate; the nature of the violation, and any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.~~

~~(Ord. No. 2019-25, § II, 4-8-19)~~

**~~Sec. 126-394. — Reserved.~~**

**~~Sec. 126-395. — Same — Presumptive evidence.~~**

~~The presence of a vehicle in a paid parking zone (a) when the paid for time shown on adjacent parking meter is expired, (b) when the paid for time shown on the relevant pay-by-space station has expired, or (c) when the paid for time shown on the pay-and-display station receipt has expired is prima facie evidence (x) that the vehicle has been parked beyond the legal period of time fixed by this article, or (y) that the operator did not deposit proper payment.~~

~~(Ord. No. 2019-25, § II, 4-8-19)~~

**SECTION 2:** This Ordinance shall be and is hereby declared to be cumulative to all other ordinances of the City of New Braunfels relating to parking 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.

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**SECTION 3:** That if any provisions of this Ordinance shall be held void, illegal, or unconstitutional, it is hereby provided that all other parts of the same which are not held void, illegal or unconstitutional shall remain in full force and effect.

**SECTION 4:** Effective date and publication: This Ordinance shall become adopted 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: First reading this \_\_\_ day of \_\_\_\_\_, 2025.

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

CITY OF NEW BRAUNFELS, TEXAS

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NEAL LINNARTZ, Mayor  
ATTEST:

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Gayle Wilkinson, City Secretary

APPROVED AS TO FORM:

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Valeria M. Acevedo, City Attorney

5/12/2025

Agenda Item No. B)

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**PRESENTER:**

Dawn Schriewer, Chief Financial Officer, New Braunfels Utilities (NBU)

**SUBJECT:**

Discuss and Consider Approval of an Ordinance Authorizing the Issuance of “City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2025”, Pledging the Net Revenues of the City’s Waterworks, Sanitary Sewer and Electric Light and Power Systems to the Payment of the Principal of and Interest on Said Bonds; Enacting Provisions Incident and Related to the Issuance, Payment, Security, Sale and Delivery of Said Bonds; Establishing Procedures for the Sale and Delivery of Said Bonds; Delegating Matters Relating to the Sale and Issuance of Said Bonds to Authorized City and Systems Officials and Providing an Effective Date.

**DEPARTMENT:** New Braunfels Utilities**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

During the New Braunfels Utilities (“NBU”) budget workshop on May 30, 2024, NBU staff discussed its desire to issue bonds of up to \$111.8 million to fund planned capital expenditures in fiscal year 2025 and continue the use of its commercial paper program, both of which will allow NBU to remain flexible and liquid with quick access to funds when needed. The Board of Trustees (“Board”) approved the fiscal year 2025 budget and five-year financial operating plan through fiscal year 2029, including the above planned bond issuances, at its June 27, 2024, Board meeting. NBU’s staff has determined that refunding the outstanding commercial paper notes will provide the necessary capacity to fund planned expenditures in fiscal year 2025. In light of the fact that major projects are underway, NBU staff recommends that the Series 2025 bond issuance be initiated.

The Series 2025 bond issuance includes the refunding of up to \$75 million in commercial paper notes, along with \$64 million for a potential refunding of the Series 2015 and Series 2016 bond issues. The refunding of the outstanding commercial paper notes adheres to NBU’s Financial Policy, which states that NBU will refund the outstanding commercial paper notes with long-term debt once the authorized commercial paper amount is fully utilized or if it is determined that market conditions are no longer favorable for the issuance and remarketing of commercial paper notes. The refunding of the commercial paper notes will allow NBU to again utilize the \$75 million in commercial paper capacity and to continue to benefit from access to funds at the usually lower short-term interest repayment rates associated with a commercial paper program.

The Board, at its April 24, 2025, Board Meeting, authorized NBU staff, financial advisor and bond counsel to begin the bond offering process and preparation of documents relating to the issuance of up to \$144.2 million in revenue refunding bonds.

The City is a qualified issuer under Government Code Chapter 1371 which allows the delegation of the authority by the City Council to finalize the bond transaction within certain parameters. Section 1207.007 of the

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Government Code allows for the parameter delegation of the refunding component of the bond issue. The approval to issue bonds under these authorities allows the City Council to set certain parameters, such as (i) the maximum original principal amount, (ii) a maximum maturity date, (iii) a not-to-exceed interest rate, and (iv) a minimum net present value savings on the par value of the refunded bonds. If all of these parameters are met, then the ultimate final approval of pricing would be delegated to certain appointed officials, such as the City Manager and CEO of NBU. This process eliminates the strict deadline (timeline) of having to coordinate pricing to the date of a City Council meeting. This gives the City and NBU the flexibility to time its actions in the market by adjusting the pricing in response to potential positive market developments or to avoid adverse market developments. The City Manager would be fully advised once the financing is completed. This approach also has the advantage of not requiring an additional separate City Council meeting to approve the bond issue. This parameter bond process has been successfully utilized in prior NBU bond offerings and provides flexibility and the opportunity to achieve the best pricing of the bonds. A summary of the proposed parameters is as follows:

1. The maximum original principal amount of \$144,235,000;
2. A maximum maturity date that will not exceed July 1, 2056;
3. An interest rate that will not exceed 6.00%; and
4. A minimum net present value savings on the par value of the refunded bonds of at least 2.00%.

**STRATEGIC PLAN REFERENCE:**

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

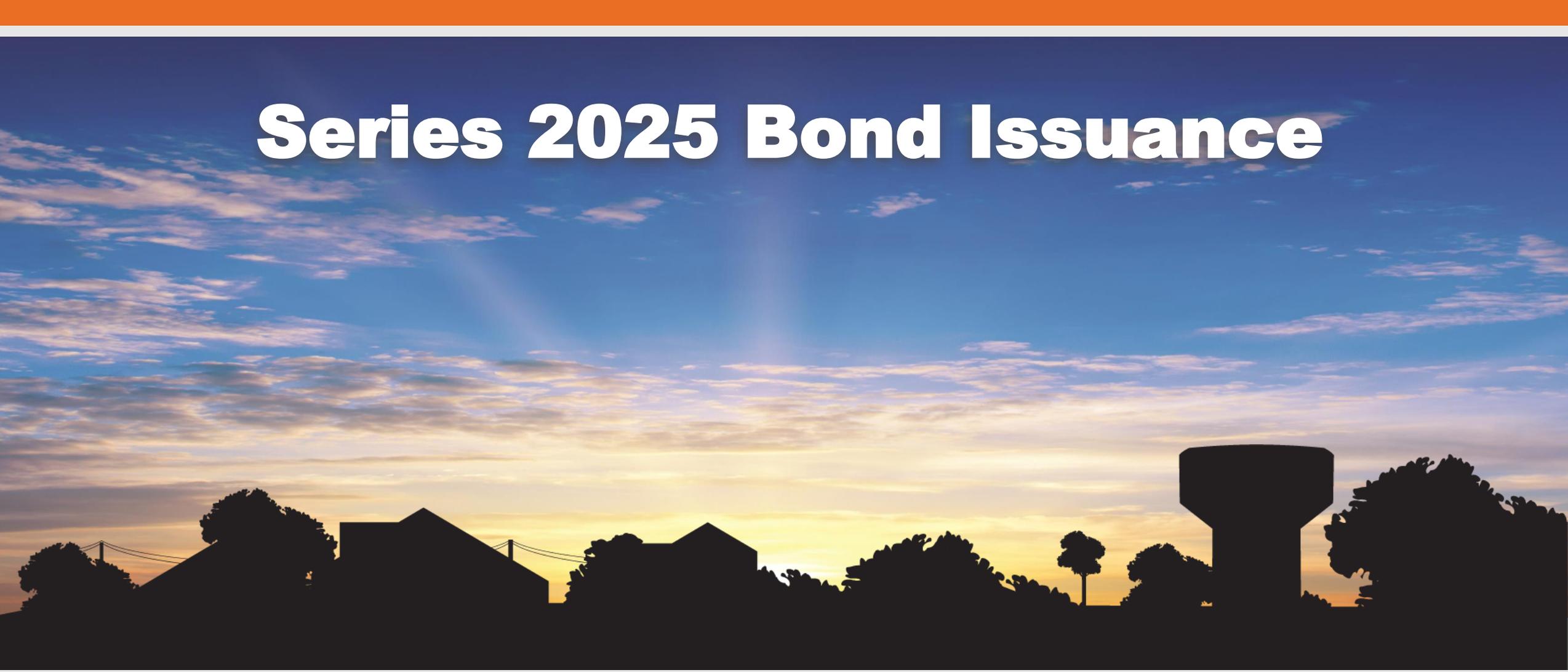
**FISCAL IMPACT:**

There is no direct impact to the City of New Braunfels from the issuance of the bonds described above.

**RECOMMENDATION:**

NBU Staff recommends approval of the ordinance.

# Series 2025 Bond Issuance



May 12, 2025

# Market Update

- **Fixed income and equity markets have continued to show some volatility as the markets try to balance inflationary concerns and geo-political pressures.**
- **While the municipal market has seen a tighter range of movement for interest rates in the last 12-18 months through the end of March, we have still seen a variance of 50-75 basis points during this time.**
- **Since the beginning of April, the municipal market has experienced more significant swings with rates moving as much as 45 bp from day to day with a two day upward move of approximately 80 bp followed the next day by a downward move of 30-40 bp.**
  - The yield curve, even with the above swings, has slowly been losing its inversion and becoming more “normal” with shorter term rates at lower levels than the medium and long term rates.
  - There does not seem to be a firm consensus that inflation is truly under control, however, there remains a general projection that the Fed will cut their short term rates possibly two times in calendar 2025.
  - Long term fixed tax exempt rates are still at relatively low historic levels.

## Mission

Strengthening our community by providing resilient essential services



## Vision

Be a trusted community partner dedicated to excellence in service

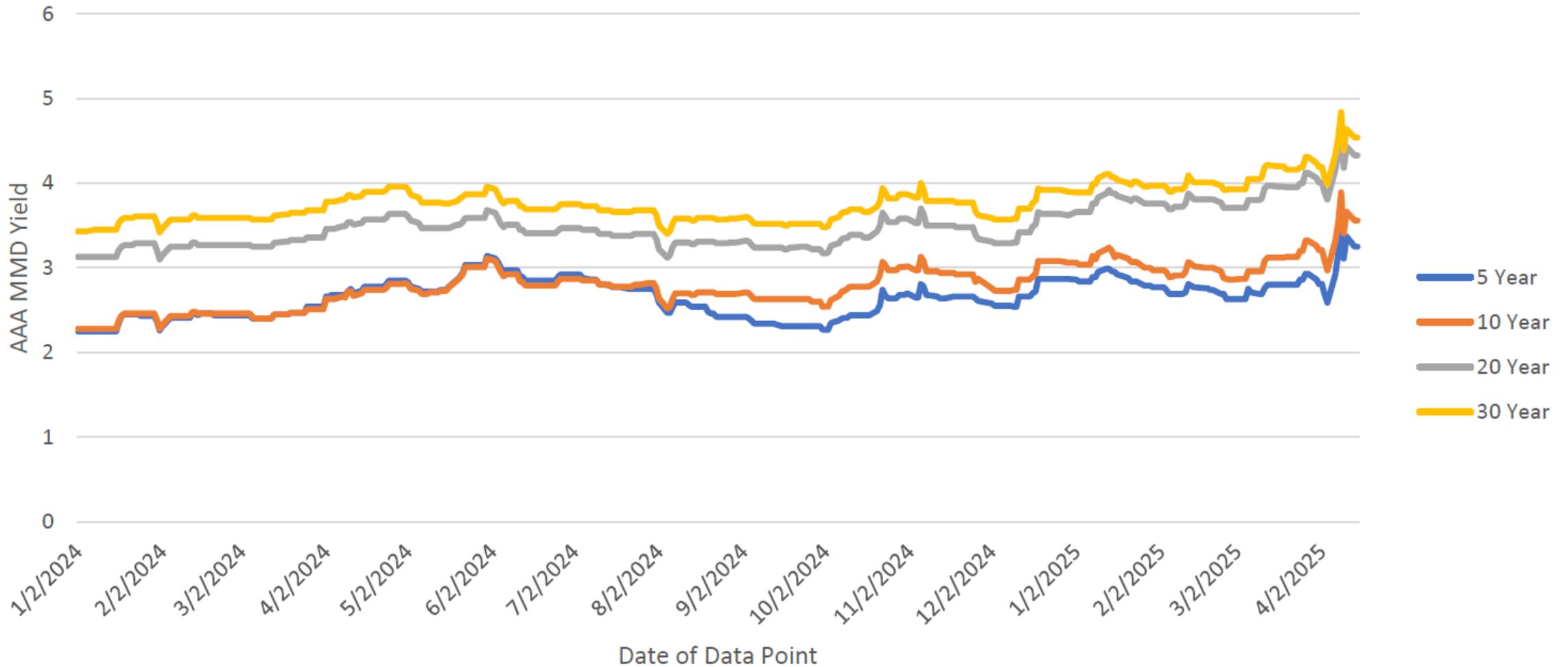


## Core Values

Safety, Team, Integrity, Culture, and Stewardship

# Rates as of April 16, 2025

## 5,10,20, & 30 Year MMD from Jan 2024-Present



### Mission

Strengthening our community by providing resilient essential services

### + Vision

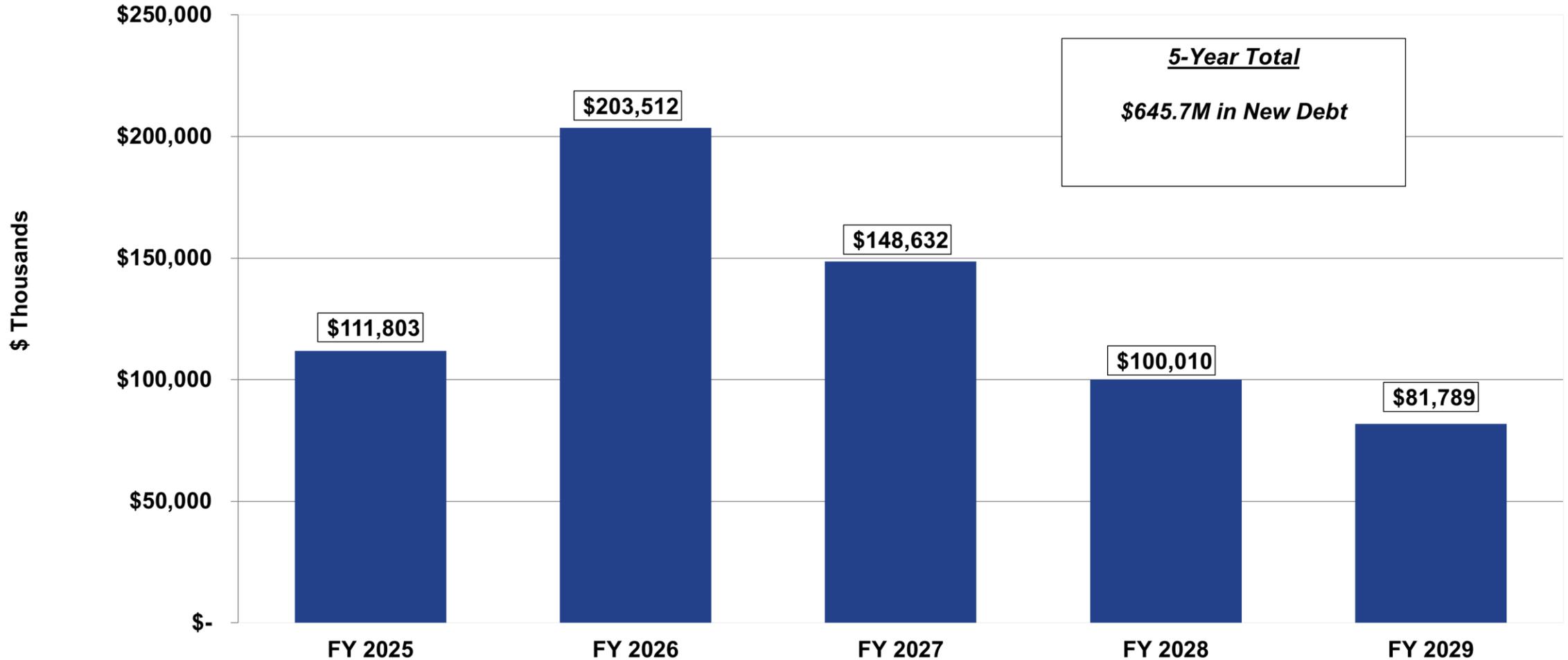
Be a trusted community partner dedicated to excellence in service

### + Core Values

Safety, Team, Integrity, Culture, and Stewardship

# Debt Funding Requirement

## Long-Term Financing



### Mission

Strengthening our community by providing resilient essential services



### Vision

Be a trusted community partner dedicated to excellence in service



### Core Values

Safety, Team, Integrity, Culture, and Stewardship

# Bond Issuance Details

- **Issuance Parameters**
  - Refunding the outstanding commercial paper notes
  - Potential refunding of the outstanding Series 2015 and Series 2016 bonds for savings.
- **Three components combined into one approval**
  - More efficient process for NBU Board and City Council approval
  - Provides NBU flexibility to be responsive to market conditions
  - Approval is valid for up to six months
  - Allows for more than one issuance to complete all of the components
  - Monitor market for more favorable market conditions on potential Series 2015 and Series 2016 refunding

## Bond Components and Timing

|   |   |
|---|---|
| Refund Commercial Paper – \$75.0 Million  | Planned refunding to be completed in June 2025                    |
| Refund Series 2015 Bonds – \$8.7 Million  | Potential refunding if minimum savings available – up to 6 months |
| Refund Series 2016 Bonds – \$55.6 Million | Potential refunding if minimum savings available – up to 6 months |

**Approximate Total Issuance of \$139.2 Million**

### Mission

Strengthening our community by providing resilient essential services



### Vision

Be a trusted community partner dedicated to excellence in service



### Core Values

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# Issuing Debt to Refund Commercial Paper

## Benefits to NBU

- **Interest Rate Savings**
  - CP generally carries lower interest repayment rates than bonds due to the short term maturities
- **Provides Additional Flexibility**
  - Match construction funding availability with construction expenditure needs
  - Issue CP with maturities tailored to match cash flow needs
- **Unused Capacity Noted by Ratings Agencies**
  - Included in Days Liquidity on Hand calculation
- **Potential Long-Term Alternative**
  - Can choose to continuously include CP in debt portfolio as additional financing option

### **Mission**

Strengthening our community by providing resilient essential services



### **Vision**

Be a trusted community partner dedicated to excellence in service



### **Core Values**

Safety, Team, Integrity, Culture, and Stewardship

# Resolution Relating to Bond Issuance

- **Recommending a Parameter Order approval which has been successfully utilized in prior NBU bond offerings**
- **Parameters (Combined Components):**
  - Par amount not to exceed \$144,235,000
  - Maximum interest rate not to exceed 6.00%
  - Maximum maturity not to exceed July 1, 2056
  - Minimum net present value savings on the par value of the refunded bonds of at least 2.00% (relates only to the refunding of the Series 2015 and Series 2016 bonds)
- **The Parameter Order provides flexibility in pricing in times when markets are volatile**

## Mission

Strengthening our community by providing resilient essential services



## Vision

Be a trusted community partner dedicated to excellence in service



## Core Values

Safety, Team, Integrity, Culture, and Stewardship

# Bond Issuance Timeline



**Mission**

Strengthening our community by providing resilient essential services

+

**Vision**

Be a trusted community partner dedicated to excellence in service

+

**Core Values**

Safety, Team, Integrity, Culture, and Stewardship

**R-2025-195**

**A RESOLUTION RELATING TO THE ISSUANCE OF “CITY OF NEW BRAUNFELS, TEXAS, UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2025,” AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.**

WHEREAS, pursuant to the authority contained in Texas Government Code, Section 1502.051 et seq. and by the Charter of the City of New Braunfels, Texas (the “City”), the complete management and control of the City’s Waterworks, Sanitary Sewer and Electric Light and Power Systems (the “System”), during such time as the net revenues of the System may be encumbered pursuant to the ordinances authorizing the issuance of the City’s outstanding revenue bonds, are vested in the Board of Trustees of the System (the “Board of Trustees”); and

WHEREAS, the Board of Trustees and the City intend that revenue refunding bonds should be issued for the purposes of (i) refunding all or a portion of the “City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019A” (the “Refunded CP Notes”), (ii) (a) refunding all or a portion of the City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2015, and (b) the City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2016 (collectively, the “Refunded Bonds” and together with the Refunded CP Notes, the “Refunded Obligations”), (iii) funding the Reserve Fund, and (iv) paying costs of issuance, in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207, 1371 and 1502, as amended; and

WHEREAS, the Board of Trustees hereby finds and determines the best interest of the City and the System would be served by proceeding with the issuance and sale of revenue refunding bonds as contemplated; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF NEW BRAUNFELS UTILITIES:

SECTION 1: The President of the Board of Trustees, Secretary to the Board of Trustees, the Chief Executive Officer, and the Chief Financial Officer, any one or more of said officials, together with the Board’s financial advisor, SAMCO Capital Markets, Inc., and bond counsel, Norton Rose Fulbright US LLP, are hereby authorized and directed to proceed on behalf of New Braunfels Utilities with the offering and sale of revenue refunding bonds hereinabove referenced, and the Chief Executive Officer and Chief Financial Officer and other appropriate officials of the Board are hereby authorized and directed to assist and furnish said consultants with information and data needed in connection with the issuance of such bonds.

SECTION 2: Any previous actions of such consultants related to the issuance of such bonds are hereby confirmed and approved in all respects.

SECTION 3: It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at said meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this April 24, 2025.

NEW BRAUNFELS UTILITIES



\_\_\_\_\_  
President of the Board of Trustees

ATTEST:



\_\_\_\_\_  
Secretary to Board of Trustees



May 6, 2025

**BY FEDERAL EXPRESS**

Norton Rose Fulbright US LLP  
2200 Ross Avenue, Suite 3600  
Dallas, Texas 75201-7932  
United States

Ms. Rocio Gallegos  
Chief of Staff  
New Braunfels Utilities  
263 Main Plaza  
New Braunfels, Texas 78130

**Robert D. Dransfield**  
**Partner**  
Direct line +1 214 855 8068  
robert.dransfield@nortonrosefulbright.com

Tel +1 214 855 8000  
Fax +1 214 855 8200  
nortonrosefulbright.com

Re: City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2025

Dear Rocio:

Enclosed herewith are the proceedings relating to the authorization of the above-referenced bonds (the "Bonds"), to wit:

1. Two (2) copies of the "parameters" Ordinance authorizing the issuance of the Bonds. After passage and execution by the Mayor and City Secretary in blue ink (with the City's ink seal), one original is for the City's files and the remaining original is to be returned to us.

2. One (1) copy of the Certificate of City Secretary relating to the above-referenced Ordinance with three (3) additional signature pages. After completion (the information to complete the blanks can be handwritten and we will type it in on our system once you return all the documents to us) and execution with the City's ink seal, the original certificate and original signature pages are to be returned to us. An executed copy of such certificate will be furnished to NBU and the City in the final transcript of proceedings.

3. Three (3) copies of the signature page to the Initial/Definitive Bonds to be executed in blue ink by the Mayor and City Secretary, sealed with the City's ink seal, and all originals sent to us

4. One (1) copy of the General Certificate with three (3) additional signature pages to be executed by the City Secretary and the NBU Chief Executive Officer, sealed with the City's ink seal and all originals returned to us. An executed copy of such certificate with exhibits will be furnished to NBU and the City in the final transcript of proceedings.

5. One (1) copy of the Signature and No-Litigation Certificate with three (3) additional signature pages, to be signed by the Mayor, the City Secretary, the City Manager, the NBU Chief Executive Officer and the NBU Chief Financial Officer before a notary public, left undated, all originals to be returned to us. The signatures of the Mayor and City Secretary on this certificate should conform to their signatures appearing on the Bond signature pages. A dated, executed copy of such certificate will be furnished to NBU and the City in the final transcript of proceedings.

6. One (1) copy of the Paying Agent/Registrar Agreement, together with three (3) additional signature pages to be signed by the NBU Chief Executive Officer. When executed, all originals are to be returned to us and we will forward the same to the bank for execution.

7. One (1) copy of the Escrow Agreement, together with three (3) additional signature pages to be signed by the NBU Chief Executive Officer. When executed, all originals are to be returned to us and we will forward the same to the bank for execution.

8. One (1) copy of the draft Pricing Certificate with three (3) additional signature pages to be executed by the City Manager and the NBU Chief Executive Officer in blue ink and **one executed signature page scanned to us at your earliest convenience**. Please send all originals to us to hold in escrow until pricing. We will complete the blanks upon final pricing and email around a completed copy.

9. Four (4) copies of the signature page to the Purchase Contract to be pre-signed by the City Manager and the NBU Chief Executive Officer and **one executed signature page scanned to us at your earliest convenience**. Please return all originals to us.

10. One (1) copy of the Closing Certificate, together with two (2) additional copies of the signature pages to be signed by the City Manager and the NBU Chief Executive Officer, and all originals sent to us.

Upon pricing, we will circulate the finalized Pricing Certificate and BPA by email, but the signature pages won't change and won't need to be re-signed.

Additionally, after pricing, we will need a CPA times coverage certificate – we will circulate the form of CPA certificate by email after pricing. We will also email the two tax documents for the CEO to review and sign a week or two after pricing after our tax partner reviews the final pricing information and completes final edits.

We have included a self-addressed FedEx label to use to return the originals to us. Thank you for your help. Should you have any questions, please do not hesitate to call me at the number referenced above or my paralegal, Jenny Hackler, at (214) 855-8025.

Sincerely,

Robert D. Dransfield

RDD/jeh  
Enclosures

cc: Duane L. Westerman (by e-mail, without enclosures)  
Connie C. Lock (by e-mail, without enclosures)  
Dawn Schriewer (by e-mail, without enclosures)  
John Warren (by e-mail, without enclosures)

Very truly yours,

PIPER SANDLER & CO.,  
as the Authorized Representative  
of the Underwriters

RBC CAPITAL MARKETS, LLC  
TCBI SECURITIES, INC.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Accepted and agreed to as of \_\_\_\_ p.m., Central Time,  
on the \_\_\_\_ day of \_\_\_\_\_, 2025:

CITY OF NEW BRAUNFELS, TEXAS

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

Title: City Manager

NEW BRAUNFELS UTILITIES

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

Title: Chief Executive Officer

Very truly yours,

PIPER SANDLER & CO.,  
as the Authorized Representative  
of the Underwriters

RBC CAPITAL MARKETS, LLC  
TCBI SECURITIES, INC.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Accepted and agreed to as of \_\_\_\_ p.m., Central Time,  
on the \_\_\_\_ day of \_\_\_\_\_, 2025:

CITY OF NEW BRAUNFELS, TEXAS

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

Title: City Manager

NEW BRAUNFELS UTILITIES

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

Title: Chief Executive Officer

GENERAL CERTIFICATE

|                                 |   |
|---------------------------------|---|
| THE STATE OF TEXAS              | § |
|                                 | § |
| COUNTIES OF COMAL AND GUADALUPE | § |
|                                 | § |
| CITY OF NEW BRAUNFELS           | § |

We, the undersigned, City Secretary of the City of New Braunfels, Texas, and Chief Executive Officer of New Braunfels Utilities, DO HEREBY CERTIFY, with respect to the “City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2025” (the “Bonds”), as follows:

1. Relative to Nonencumbrance. Save and except for the pledge of the income and revenues of the City’s Waterworks, Sanitary Sewer and Electric Light and Power Systems to the payment of (i) the principal of and interest to become due with respect to the outstanding (a) “City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2004,” dated January 15, 2004, (b) “City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2015,” dated January 15, 2015 [(to be partially refunded by the Bonds)], (c) “City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2016,” dated March 1, 2016 [(to be partially refunded by the Bonds)], (d) “City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2018,” dated April 1, 2018, (e) “City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019A” and “City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019B” in the maximum principal amount of \$75,000,000, (f) “City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2020,” dated May 1, 2020, (g) “City of New Braunfels, Texas, Utility System Program Notes, Taxable Series 2021” in the maximum principal amount of \$100,000,000, (h) “City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2021,” dated July 1, 2021, (i) “City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2022,” dated July 1, 2022, (j) “City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2022A,” dated September 1, 2022, (k) “City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2024,” dated January 15, 2024 (hereinafter collectively referred to as the “Outstanding Obligations”) and (l) the proposed Bonds, and (ii) various contracts for the purchase of electric power, said income and revenues of said Systems have not been pledged or hypothecated in any other manner or for any other purpose; and the Outstanding Obligations, the Bonds and the contracts mentioned above evidence the only liens, encumbrances or indebtedness of said Systems or against the income and revenues of such Systems.

2. Relative to No-Default.

(a) The City is not now in default as to any covenant, obligation or agreement contained in any ordinance or other proceeding relating to any obligations of the City payable from and secured by a lien on and pledge of the Net Revenues of the City’s Waterworks, Sanitary Sewer and Electric Light and Power Systems, and

(b) All payments into all special funds or accounts created and established solely for the payment and security of any outstanding obligations payable from and secured by a lien on and pledge of the Net Revenues of the City’s Waterworks, Sanitary Sewer and Electric Light and Power Systems have been duly made and the amounts on deposit in such special funds or accounts are the amounts now required to be deposited therein.

3. Relative to Utility Properties. The City secures its water from ten (10) wells and the Guadalupe River and purchases its electric power from various providers. As of the date hereof, no question is pending and no proceedings of any nature have been instituted in any manner questioning the City’s right and title to its utility properties or its authority to operate the same.

4. Relative to Rates and Charges. The current monthly rates and charges for services provided by the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems are as shown in **Exhibit A**, which is incorporated herein by reference and made a part of this certificate for all purposes. The City does not provide service from the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems other than what is authorized under Section 1502.057(b) of the Texas Government Code, as amended.

5. Relative to Income and Revenues. The following is a schedule of the gross receipts, operating expenses and net revenues of the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems for the years stated:

| <u>Fiscal Year</u><br><u>Ending 7/31</u> | <u>Gross</u><br><u>Receipts (\$)</u> | <u>Operating</u><br><u>Expenses (\$)</u> | <u>Revenues (\$)</u> |
|--|--------------------------------------|--|----------------------|
| 2022                                     | 253,671,004                          | 164,867,445                              | 88,803,559           |
| 2023                                     | 306,022,005                          | 200,079,933                              | 105,942,072          |
| 2024                                     | 326,142,250                          | 203,681,295                              | 122,460,955          |

6. Relative to Debt Service Requirements. That a debt service requirement schedule for the City's indebtedness payable from the net revenues of the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems including the Bonds, is attached hereto as **Exhibit B** and made a part of this certificate for all purposes.

7. Relative to City Officials. Certain duly qualified and acting officials of the City are as follows:

|                 |                         |
|-----------------|-------------------------|
| NEAL LINNARTZ   | MAYOR                   |
| ANDRES CAMPOS   | MAYOR PRO TEM           |
| ROBERT CAMARENO | CITY MANAGER            |
| GAYLE WILKINSON | CITY SECRETARY          |
| VALERIA ACEVEDO | CITY ATTORNEY           |
| FRANK ONION     | ASSISTANT CITY ATTORNEY |

8. Relative to Incorporation. The City is incorporated under the general laws of the State of Texas, and is operating under the Home Rule Amendment to the Texas Constitution, Section 5, Section XI, as amended in 1912; pursuant to a City Charter adopted at an election held on November 22, 1966. The City Charter has not been amended in any respect since the amendment(s) adopted at the election held on May 7, 2005.

9. Relative to Incumbency of Utility Board. The duly appointed, qualified and acting members and officers of the Board of Trustees of New Braunfels Utilities and administrators of the City's said Systems are as follows:

Board of Trustees:

|                           |                  |
|---------------------------|------------------|
| WAYNE PETERS              | PRESIDENT        |
| DR. JUDITH DYKES-HOFFMANN | VICE PRESIDENT   |
| NEAL LINNARTZ             | MAYOR/EX OFFICIO |
| STUART BLYTHIN            | TRUSTEE          |
| YVETTE VILLANUEVA BARRERA | TRUSTEE          |

Officers (not on the Board of Trustees):

|                |                         |
|----------------|-------------------------|
| RYAN KELSO     | CHIEF EXECUTIVE OFFICER |
| DAWN SCHRIEWER | CHIEF FINANCIAL OFFICER |

10. Relative to Execution of Contracts. Prior to the execution of certain contracts related to the issuance of the Bonds, if required by the provisions of Texas Government Code, Section 2252.908, the City received a completed disclosure of interested parties form and certification of filing (collectively a "Form 1295") from the business entity contracting with the City pursuant to the requirements of Texas Government Code Section 2252.908 and rules promulgated thereunder by the Texas Ethics Commission (the "TEC"). If required, not later than the 30<sup>th</sup> day after the date the contract for which a Form 1295 was received by the City, the City has or will notify the TEC, in an electronic format prescribed by the TEC, of the receipt of such Form 1295.

11. Relative to Refunded Commercial Paper Notes. \$\_\_\_\_\_ of proceeds of the Bonds shall be used to pay the principal of and interest on the \$\_\_\_\_\_ principal amount of the "City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019A" (the "Refunded CP Notes") being refunded by the Bonds on their maturity date of \_\_\_\_\_, 2025.

12. Relative to Refunded Bonds. \$\_\_\_\_\_ of proceeds of the Bonds shall be used to pay the principal of and interest on (i) the \$\_\_\_\_\_ principal amount of the "City of New Braunfels, Texas Utility System Revenue Bonds, Series 2015" being refunded by the Bonds and (ii) the \$\_\_\_\_\_ principal amount of the "City of New Braunfels, Texas Utility System Revenue and Refunding Bonds, Series 2016" (collectively, the "Refunded Bonds") and redeemed on \_\_\_\_\_, 2025. None of the Refunded Bonds were ever purchased by or held in the sinking fund created for their payment and redemption and none of the Refunded Bonds are now held in or owned by the sinking fund created for the purpose of paying off or redeeming any of said Refunded Bonds. A schedule detailing the debt service savings associated with the refunding of the Refunded Bonds is attached hereto as **Exhibit C**.

13. Relative to Chapter 1371. The City is a home-rule municipality that has adopted its charter under Section 5, Article XI, Texas Constitution; that has a population greater than 50,000 and whose long-term indebtedness is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

*[remainder of page intentionally left blank]*

WITNESS OUR HANDS AND THE SEAL OF THE CITY OF NEW BRAUNFELS, TEXAS,  
this \_\_\_\_\_.

\_\_\_\_\_  
City Secretary, City of New Braunfels, Texas

\_\_\_\_\_  
Chief Executive Officer, New Braunfels Utilities

(City Seal)

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Bond Date.

CITY OF NEW BRAUNFELS, TEXAS

\_\_\_\_\_  
Mayor

COUNTERSIGNED:

\_\_\_\_\_  
City Secretary

(City Seal)



2. The attached ordinance is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the City Council of said City on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of the meeting was given to each member of the Council; and that said meeting, and the deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above entitled ordinance, was posted and given in advance thereof in compliance with the provisions of Texas Government Code, Chapter 551, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of said City, this the 12<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
City Secretary, City of New Braunfels, Texas

(City Seal)

**CLOSING CERTIFICATE**

|                       |   |
|-----------------------|---|
| THE STATE OF TEXAS    | § |
|                       | § |
| COUNTIES OF COMAL AND | § |
| GUADALUPE             | § |
|                       | § |
| CITY OF NEW BRAUNFELS | § |

The undersigned, being the Pricing Officers for the City of New Braunfels, Texas (the “Issuer”) and New Braunfels Utilities (“NBU”), respectively, in conformity with the requirements of the Purchase Contract (the “Purchase Contract”), dated May \_\_\_\_, 2025, between the Issuer and \_\_\_\_\_, as the authorized representative of a group of underwriters (collectively, the “Underwriters”), HEREBY CERTIFY, in relation to the issuance and delivery of obligations designated as “City of New Braunfels, Texas Utility System Revenue Refunding Bonds, Series 2025”, in the aggregate principal amount of \$\_\_\_\_\_ (the “Bonds”) and the Official Statement dated May \_\_\_\_, 2025 (the “Official Statement”) used by the Underwriters in connection with the offering and sale of the Obligations, as follows:

- (1)
- (2) *[need draft BPA to complete this]*
- (3)
- (4)
- (5)

Capitalized terms used in this certificate and not defined herein shall have the meanings assigned to them in the Purchase Contract.

*[The remainder of this page intentionally left blank.]*

TO CERTIFY WHICH, witness my hand this \_\_\_\_\_.

CITY OF NEW BRAUNFELS, TEXAS

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Chief Executive Officer  
New Braunfels Utilities

CERTIFICATE OF CERTIFIED PUBLIC ACCOUNTANT

I, the undersigned, \_\_\_\_\_, Certified Public Accountant, DO  
HEREBY CERTIFY AND REPRESENT:

1. The gross revenues, maintenance and operating expenses and net earnings of the Waterworks, Sanitary Sewer and Electric Light and Power System (the "System") of the City of New Braunfels, Texas, for the fiscal year ending July 31, 2024, according to the books and records of the City, are as follows:

| <u>Gross<br/>Revenues</u> | <u>Operation and<br/>Maintenance Expenses</u> | <u>Net<br/>Earnings</u> |
|---------------------------|---|-------------------------|
| \$ _____                  | \$ _____                                      | \$ _____                |

2. The Net Earnings of the System (all income and revenues derived from the operation and ownership of the System, including income and earnings from the investment of moneys in any special fund created for the payment and security of the bonds hereinafter identified, less maintenance and operating expenses, but not deducting depreciation or other expenditures which under generally accepted accounting principles, should be charged to capital expenditures) for the fiscal year ending July 31, 2024 are equal to at least 1.40 times the average annual requirement for the payment of principal of and interest on the outstanding "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2004," dated January 15, 2004, "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2015," dated January 15, 2015, "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2016," dated March 1, 2016, "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2018," dated April 1, 2018, "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2020," dated May 1, 2020, "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2021," dated July 1, 2021, "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2022," dated July 1, 2022, "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2022A," dated September 1, 2022, "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2024," dated January 15, 2024 and the proposed, "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2025," dated \_\_\_\_\_, 2025.

Dated: May \_\_\_\_\_, 2025

\_\_\_\_\_  
Certified Public Accountant

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of May [pricing date], 2025, by and between the City of New Braunfels, Texas, acting by and through New Braunfels Utilities (the "Issuer") and Zions Bancorporation, National Association, a banking association organized and existing under the laws of the United States of America, or its successors or assigns hereunder, as escrow agent (the "Escrow Agent").

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

WHEREAS, the Issuer has heretofore issued, sold and delivered, and there is currently outstanding obligations of the following issues, to wit:

"City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019A," scheduled to mature on \_\_\_\_\_, 2025 and aggregating in the principal amount of \$75,000,000 (the "Refunded CP Notes"); and

"City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2015," dated January 15, 2015 being all of such bonds scheduled to mature on July 1 in each of the years 20\_\_, 20\_\_, 20\_\_ and 20\_\_\_\_ and a portion of such bonds maturing on July 1, 20\_\_, and aggregating in the principal amount of \$\_\_\_\_\_ (the "Series 2015 Refunded Bonds"); and

"City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2016," dated March 1, 2016 being all of such bonds scheduled to mature on July 1 in each of the years 20\_\_, 20\_\_, 20\_\_ and 20\_\_\_\_ and a portion of such bonds maturing on July 1, 20\_\_, and aggregating in the principal amount of \$\_\_\_\_\_ (the "Series 2016 Refunded Bonds", and together with the Series 2015 Refunded Bonds, the "Refunded Bonds"); and

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1207, as amended (the "Act"), the Issuer is authorized to sell refunding bonds in an amount sufficient to provide for the full and complete payment of obligations, deposit the proceeds of such refunding bonds with any place of payment for the obligations being refunded, or other authorized depository, and enter into an escrow or similar agreement with such place of payment for the safekeeping, investment, reinvestment, administration and disposition of such deposit, upon such terms and conditions as the parties may agree; and

WHEREAS, the Issuer on May 12, 2025, pursuant to an ordinance duly passed and adopted by the City Council of the Issuer and a pricing certificate executed pursuant to such ordinance (collectively, the "Ordinance"), authorized the issuance of bonds known as "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2025, dated \_\_\_\_\_, 2025 (the "Bonds"), and such Bonds are being issued in part to refund, discharge and make final payment of the principal of and interest on the Refunded CP Notes, the Series 2015 Refunded Bonds and the Series 2016 Refunded Bonds (collectively, the "Refunded Obligations"); and

WHEREAS, proceeds of sale of the Bonds, together with lawfully available funds of the Issuer, are to be deposited with the Escrow Agent under this Agreement, which deposit of funds will be sufficient to pay the Refunded CP Notes in full on their scheduled maturity date of \_\_\_\_\_, 2025 (the "Refunded CP Notes Payment Date") and to pay the Refunded Bonds in full on their redemption date of \_\_\_\_\_, 2025 (the "Refunded Bonds Payment Date");

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the payment to the Escrow Agent of the amounts provided in Section 1 hereof, and to secure the payment of the principal of and the interest on the Refunded Obligations, the Issuer and the Escrow Agent hereby agree as follows:

SECTION 1: There is hereby created by the Issuer and the Escrow Agent a special segregated and irrevocable trust fund designated "CITY OF NEW BRAUNFELS, TEXAS, UTILITY SYSTEM REVENUE REFUNDING BONDS SERIES 2025 ESCROW FUND" (the "Escrow Fund") for the benefit of the holders of the Refunded Obligations, and, immediately following the delivery of the Bonds, the Issuer agrees and covenants to cause to be deposited with the Escrow Agent for the credit of the Escrow Fund the sum of \$\_\_\_\_\_ of proceeds of the Bonds, of which amount \$\_\_\_\_\_ will be used to refund the Refunded Bonds and \$\_\_\_\_\_ will be used to refund the Refunded CP Notes.

The Escrow Agent agrees to establish such Escrow Fund and further agrees to receive said moneys, apply the same as set forth herein, and to hold the cash and investments, if any, deposited and credited to the Escrow Fund for application and disbursement relating to the Refunded CP Notes and for application and disbursement to the paying agent for the Refunded Bonds for the payment and redemption of the Refunded Bonds on the Refunded Bonds Payment Date and for the payment of the Refunded CP Notes on the Refunded CP Notes Payment Date.

SECTION 2: The Issuer represents that the cash [and investments] deposited to the credit of the Escrow Fund will be sufficient to pay and redeem in full all the Refunded Bonds on the Refunded Bonds Payment Date and sufficient to pay in full all of the Refunded CP Notes on the Refunded CP Notes Payment Date.

SECTION 3: The Escrow Agent agrees that all cash and/or investments held in the Escrow Fund shall constitute dedicated interest and sinking funds for the payment of the principal of and interest on the Refunded Obligations which will become due on and after the date of this Agreement, and such funds deposited in the Escrow Fund shall be applied solely in accordance with the provisions of this Agreement.

SECTION 4: If, for any reason, the funds on hand in the Escrow Fund shall be insufficient to pay the redemption price of the Refunded Bonds on the Refunded Bonds Payment Date or to pay the maturity principal amount and interest on the Refunded CP Notes on the Refunded CP Notes Payment Date, the Issuer shall make deposits to the Escrow Fund, from lawfully available funds, of additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be immediately given by the Escrow Agent to the Issuer by the fastest means possible, but the Escrow Agent shall in no manner be responsible for the Issuer's failure to make such deposit.

SECTION 5: The deposit covered by this Agreement shall constitute firm banking arrangements to insure payment of the Refunded Obligations and such deposit is collateralized to insure against any loss or diminution by virtue of any action of the Escrow Agent or as a result of its lack of financial integrity and such deposit, if not invested pursuant to Section 8 hereof, will be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation.

SECTION 6: The Escrow Agent shall, without further direction from anyone, including the Issuer, cause to be withdrawn from the Escrow Fund the amounts required to pay the principal and accrued interest on the Refunded Obligations due and payable on the Refunded CP Notes Payment Date and Refunded Bonds Payment Date (jointly, the "Payment Dates") and the amounts withdrawn from the Escrow Fund shall be immediately transmitted and deposited with the respective paying agents for the Refunded Obligations to be paid with such amounts. The paying agent for the Refunded Bonds is Wilmington Trust, National Association. The Escrow Agent does not act as a depository of the Issuer. The issuing and paying agent for the Refunded CP Notes is the Escrow Agent.

SECTION 7: The Escrow Agent shall have no lien whatsoever upon any of the moneys in the Escrow Fund for payment of services rendered hereunder or for any costs or expenses incurred hereunder and reimbursable from the Issuer.

SECTION 8: Pending the disbursement of moneys held in the Escrow Fund, amounts deposited to the credit of the Escrow Fund may be invested at the direction of the Issuer in direct obligations of the United States of America which mature on or before the Payment Dates and are not subject to prior redemption. All earnings realized from the investment of such funds will be remitted to the Issuer immediately following the receipt thereof by the Escrow Agent. No investment of funds deposited to the credit of the Escrow Fund shall be made on or after the Payment Dates of the Refunded Obligations. Except as authorized and permitted in this Section, neither the Issuer nor the Escrow Agent shall invest any moneys deposited in the Escrow Fund.

SECTION 9: The Issuer agrees to pay the Escrow Agent for the performance of services hereunder and as reimbursement for anticipated expenses to be incurred hereunder an acceptance fee of \$\_\_\_\_\_ and an administration fee of \$\_\_\_\_\_ and, except for reimbursement of costs and expenses incurred by the Escrow Agent pursuant to Section 10 hereof, the Escrow Agent hereby agrees said amount is full and complete payment for the administration of this Agreement.

The Issuer agrees to cause to be deposited with the Escrow Agent on the effective date of this Agreement, the sum of \$\_\_\_\_\_, which represents the amount due Wilmington Trust, National Association as paying agent for the Refunded Bonds and the Escrow Agent agrees to transmit such amount to Wilmington Trust, National Association in accordance with the Issuer's instructions.

The Escrow Agent shall not be responsible for any recital herein, except with respect to its organization, its powers and authority and to the safety and security of the deposit of funds to be made by the Issuer hereunder. As to the existence or nonexistence of any fact relating to the Issuer or as to the sufficiency or validity of any instrument, paper or proceedings relating to the Issuer, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the Issuer by the City Secretary as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the City Secretary under the Issuer's seal, to the effect that an ordinance or other instrument in the form therein set forth has been adopted by the City Council of the Issuer, as conclusive evidence that such ordinance or other instrument has been duly adopted and is in full force and effect.

The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

To the extent permitted by law, the Issuer agrees to indemnify the Escrow Agent for, and hold it harmless against, any loss, liability or expense incurred by the Escrow Agent without negligence or bad faith on the Escrow Agent's part, arising out of or in connection with its acceptance or administration of the Escrow Agent's duties hereunder, including the cost and expense (including the Escrow Agent's counsel fees) of defending against any claim or liability in connection with the exercise or performance of any of the Escrow Agent's power or duties under this Agreement.

In the absence of bad faith on the part of the Escrow Agent, the Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Escrow Agent, conforming to the requirements of this Agreement; but notwithstanding any provision of this Agreement to the contrary, in the case of any such certificate or opinion or any evidence which by any provision hereof is specifically required to be furnished to the Escrow Agent, the Escrow Agent shall be under no duty to examine the same to determine whether it conforms on its face to the requirements of this Agreement.

The Escrow Agent shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Escrow Agent unless it shall be proved that the Escrow Agent was negligent in ascertaining or acting upon the pertinent facts. The Escrow Agent shall not be responsible or liable to any person in any manner whatever for the sufficiency, correctness, genuineness, effectiveness, or validity of the deposits made pursuant to this Agreement, or for the form or execution thereof, or for the identity or authority of any person making or executing such deposits.

The term "Responsible Officers" of the Escrow Agent, as used in this Agreement, shall mean and include the Chairman of the Board of Directors, the President, any Vice President and any Second Vice President, the Secretary and any Assistant Secretary, the Treasurer and any Assistant Treasurer, and every other officer and assistant officer of the Escrow Agent customarily performing functions similar to those performed by the persons who at the time shall be officers, respectively, or to whom any corporate trust matter is referred, because of his knowledge of and familiarity with a particular subject; and the term "Responsible Officer" of the Escrow Agent, as used in this Agreement, shall mean and include any of said officers or persons.

SECTION 10: This Agreement is between the Issuer and the Escrow Agent only and in connection therewith the Escrow Agent is authorized by the Issuer to rely upon the representations of the Issuer with respect to this Agreement and the deposits made pursuant hereto and as to this Issuer's right and power to execute and deliver this Agreement, and the Escrow Agent shall not be liable in any manner as a result of such reliance. The duty of the Escrow Agent hereunder shall only be to the Issuer and the holders of the Refunded Obligations. In the event conflicting demands or notices are made upon the Escrow Agent growing out of or relating to this Agreement or the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, the Escrow Agent shall have the right at its election to:

- (a) Withhold and stop all further proceedings in, and performance of, this Agreement with respect to the issue in question and of all instructions received hereunder in regard to such issue; and
- (b) File a suit in interpleader and obtain an order from a court of appropriate jurisdiction in the State of Texas requiring all persons involved to

interplead and litigate in such court their several claims and rights among themselves.

In the event the Escrow Agent becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Escrow Agent harmless from all loss, cost, damages, expenses and attorney fees suffered or incurred by the Escrow Agent as a result thereof. The obligations of the Escrow Agent under this Agreement shall be performable at the principal corporate office of the Escrow Agent in the City of Houston, Texas.

The Escrow Agent may advise with legal counsel in the event of any dispute or question regarding the construction of any of the provisions hereof or its duties hereunder, and in the absence of negligence or bad faith on the part of the Escrow Agent, no liability shall be incurred by the Escrow Agent for any action taken pursuant to this Section and the Escrow Agent shall be fully protected in acting in accordance with the opinion and instructions of legal counsel that is knowledgeable and has expertise in the field of law addressed in any such legal opinion or with respect to the instructions given.

SECTION 11: Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

SECTION 12: Following the final payment of the Refunded Obligations, the Escrow Agent shall forward by letter to New Braunfels Utilities, to the attention of the Chief Executive Officer, the Chief Financial Officer, or other designated official of New Braunfels Utilities, a final accounting statement with respect to the payment and discharge of the Refunded Obligations.

SECTION 13: Any notice, order, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

CITY OF NEW BRAUNFELS, TEXAS  
c/o NEW BRAUNFELS UTILITIES  
263 E. Main Plaza  
New Braunfels, Texas 78130  
Attention: Chief Executive Officer

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,  
Amegy Bank Division  
1801 Main Street, Suite 460  
Houston, Texas 77002  
Attention: Corporate Trust

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery.

Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof.

SECTION 14: Whenever under the terms of this Agreement the performance dates of any provision hereof, including the dates of maturity of interest on or principal of the Refunded Obligations, shall be a Sunday or a legal holiday or a day on which the Escrow Agent is authorized

by law to close, then the performance thereof, including the payment of principal of and interest on the Refunded Obligations, need not be made on such dates but may be performed or paid, as the case may be, on the next succeeding business day of the Escrow Agent with the same force and effect as if made on the dates of performance or payment and with respect to a payment, no interest shall accrue for the period after such dates.

SECTION 15: The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Agreement, in any and every said Refunded Obligation as executed, authenticated and delivered and in all proceedings pertaining thereto as said Refunded Obligations shall have been modified as provided in this Agreement. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Texas to execute and deliver this Agreement, that all actions on its part for the payment of said Refunded Obligations as provided herein and the execution and delivery of this Agreement have been duly and effectively taken and that said Refunded Obligations in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof as provided in this Agreement.

SECTION 16: If any one or more of the covenants or agreements provided in this Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 17: This Agreement shall terminate either (i) when the Refunded Obligations and coupons, if any, appertaining thereto have been paid and discharged in accordance with the provisions of this Agreement or (ii) at the expiration of three (3) years after the Payment Dates, whichever circumstance shall first occur. Subject to applicable unclaimed property laws of the State, moneys held in the Escrow Fund at the termination of this Agreement shall be remitted and transferred to the Issuer.

SECTION 18: Neither the Issuer nor the Escrow Agent shall assign or attempt to assign or transfer any interest hereunder or any portion of any such interest. Any such assignment or attempted assignment shall be in direct conflict with this Agreement and be without effect.

SECTION 19: Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Escrow Agent shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

SECTION 20: This Agreement shall inure to the benefit of and be binding upon the Escrow Agent and the Issuer and their respective successors.

(a) Should the Escrow Agent not be able to legally serve or perform the duties and obligations under this Agreement, or should the Escrow Agent be declared to be insolvent or closed for any reason by federal or state regulatory authorities or a court of competent jurisdiction, the Issuer, upon being notified or discovering the Escrow Agent's inability or disqualification to serve hereunder, shall forthwith appoint a successor to replace the Escrow Agent, and upon being notified of such appointment, the Escrow Agent shall (i) transfer all funds and securities held hereunder, together with all books, records and accounts relating to the Escrow Fund and the

Refunded Obligations, to such successor and (ii) assign all rights, duties and obligations under this Agreement to such successor. If the Issuer should fail to appoint such a successor within ninety (90) days from the date the Issuer discovers, or is notified of, the event or circumstance causing the Escrow Agent's inability or disqualification to serve hereunder, the Escrow Agent, or a bondholder of the Refunded Obligations, may apply, at the expense of the Issuer, to a court of competent jurisdiction to appoint a successor or assigns of the Escrow Agent and such court, upon determining the Escrow Agent is unable to continue to serve, shall appoint a successor to serve under this Agreement and the amount of compensation, if any, to be paid to such successor for the remainder of the term of this Agreement for services to be rendered for administering the Escrow Fund.

(b) Furthermore, the Escrow Agent may resign and be discharged from performing its duties and responsibilities under this Agreement upon notifying the Issuer in writing of its intention to resign and requesting the Issuer to appoint a successor. No such resignation shall take effect until a successor has been appointed by the Issuer and such successor has accepted such appointment and agreed to perform all duties and obligations hereunder for a total compensation equal to the unearned proportional amount paid the Escrow Agent under Section 9 hereof for the administration of this Agreement.

Any successor to the Escrow Agent shall be a bank, trust company or other financial institution that is duly qualified under applicable law (the Act, or other appropriate statute) to serve as escrow agent hereunder and authorized and empowered to perform the duties and obligations contemplated by this Agreement and organized and doing business under the laws of the United States or the State of Texas, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least \$50,000,000 and be subject to the supervision or examination by Federal or State authority.

Any successor or assigns to the Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent, or its successor or assigns, an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor, subject to the terms of this Agreement, all the rights, powers and trusts created and established and to be performed under this Agreement. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The term "Escrow Agent" as used herein shall be the Escrow Agent and its legal assigns and successor hereunder.

SECTION 21: The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Escrow Agent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

SECTION 22: The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153

or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>.

The foregoing representation excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

SECTION 23: The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy company" means (without an ordinary business purpose) refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company either (i) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (ii) does business with such a company.

SECTION 24: The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, (a) 'discriminate against a firearm entity or firearm trade association' means to refuse to engage in the trade of any goods or services, or to refrain from continuing or terminate an existing business relationship, with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, but does not include any such action taken (i) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (ii) for a traditional business reason that is specific to the firearm entity or firearm trade association and not based solely on its status as a firearm entity or firearm trade association, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 25: As used in Sections 23 and 24 above, the Escrow Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

SECTION 26: This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 27: None of the provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur and liability, financial or otherwise, in the performance of its duties hereunder.

SECTION 28: This Agreement shall be governed by the laws of the State of Texas.

SECTION 29: Notwithstanding anything contained herein, the verifications, representations and covenants contained in Sections 21, 22, 23 and 24 shall survive the termination of the Agreement until the applicable statute of limitations has run.

*[Remainder of page left blank intentionally]*

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

CITY OF NEW BRAUNFELS, TEXAS  
(acting by and through New Braunfels Utilities)

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Chief Executive Officer and Pricing Officer

*[signature page to Escrow Agreement – signatures continue on next page]*

ZIONS BANCORPORATION, NATIONAL ASSOCIATION  
as Escrow Agent

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

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

*[signature page to Escrow Agreement]*

ORDINANCE NO. 2025-\_\_\_\_\_

AN ORDINANCE authorizing the issuance of "CITY OF NEW BRAUNFELS, TEXAS, UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2025"; pledging the net revenues of the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems to the payment of the principal of and interest on said bonds; enacting provisions incident and related to the issuance, payment, security, sale and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds; delegating matters relating to the sale and issuance of said Bonds to authorized City and Systems officials and providing an effective date.

WHEREAS, the City Council of the City of New Braunfels, Texas (the "City") has heretofore authorized by ordinance and provided for the issuance of "City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019A" and "City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019B" (collectively, the "Commercial Paper Notes"); and

WHEREAS, the Council hereby finds and determines that the Commercial Paper Notes in the aggregate principal amount set forth in the Pricing Certificate should be refunded and refinanced into long term obligations at this time (such Commercial Paper Notes to be refunded being hereinafter collectively referred to as the "Refunded CP Notes") for the purpose of replacing such Refunded CP Notes with long-term fixed rate debt, and further finds and determines that the issuance of the bonds herein authorized is in the best interests of the City and that the manner in which the refunding of the Refunded CP Notes is being executed does not make it practicable to make the determination required by Texas Government Code, Section 1207.008(a)(2) in connection with the Refunded CP Notes; and

WHEREAS, the City Council of the City has heretofore issued, sold, and delivered, and there is currently outstanding, obligations more particularly described as follows: "City of New Braunfels, Texas Utility System Revenue Bonds, Series 2015" dated January 15, 2015 (the "Series 2015 Bonds") and the "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2016" dated March 1, 2016 (the "Series 2016 Bonds" and together with the Series 2015 Bonds, the "Refunded Bonds"); and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the City Council is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the Refunded CP Notes and the Refunded Bonds, as appropriate, or other authorized depository, and such deposits, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded CP Notes and the Refunded Bonds; and

WHEREAS, the Refunded CP Notes and the Refunded Bonds to be refunded with a portion of the proceeds of the Bonds are collectively referred to as the "Refunded Obligations"; and

WHEREAS, the City shall by this Ordinance, in accordance with the provisions of Texas Government Code, Chapters 1207 and 1371, as amended, delegate to a Pricing Officer

(hereinafter designated) the authority to determine the principal amount and certain other specified terms of the Bonds to be issued by the execution of one or more pricing certificates (each a "Pricing Certificate"), negotiate the terms of sale thereof and determine the principal amount of Refunded Obligations to be refunded; and

WHEREAS, the City Council hereby further finds and determines that all of such revenue refunding bonds can and should be issued on a parity with the outstanding and unpaid revenue bonds of the City (hereinafter called and defined as "Previously Issued Bonds") payable from and secured by a parity lien on and pledge of the Net Revenues of the System in that (i) the Chief Executive Officer of the System (as hereinafter defined) will execute a certificate stating (a) that, to the best of his knowledge and belief, the City is not now in default as to any covenant, obligation or agreement contained in any ordinance or other proceeding relating to any obligations of the City payable from and secured by a lien on and pledge of the Net Revenues of the System and (b) payments into all special funds or accounts created and established for the payment and security of all outstanding obligations payable from and secured by a lien on and pledge of the Net Revenues of the System have been made and the amounts on deposit in such special funds or accounts are the amounts now required to be on deposit therein; (ii) the bonds herein authorized shall be scheduled to mature as to principal on July 1 in each year; (iii) the City has secured or can secure a certificate or opinion of a Certified Public Accountant to the effect that, according to the books and records of the City, the "Net Earnings" of the System, for the last completed Fiscal Year, are at least equal to 1.40 times the average annual requirement for the payment of principal of and interest on all outstanding "Bonds Similarly Secured" (hereinafter defined) after giving effect to the issuance of the bonds herein being issued and (iv) this ordinance shall provide for (a) additional amounts to be deposited in the "Bond Fund" to pay principal and interest on the bonds herein authorized and (b) the amount to be accumulated in the Reserve Fund to be equal to not less than the average annual requirement for the payment of principal of and interest on all "Bonds Similarly Secured" to be outstanding after the issuance of the bonds herein authorized and any additional amount to be maintained therein shall be accumulated within 60 months from the date of the bonds herein authorized are delivered; now, therefore,

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

SECTION 1: Authorization - Designation- Principal Amount-Purpose. Revenue refunding bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount set forth in the Pricing Certificate, to be designated and bear the title "CITY OF NEW BRAUNFELS, TEXAS, UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2025" (hereinafter referred to as the "Bonds"), for the purpose of providing funds for (i) the discharge and final payment of certain outstanding obligations of the City (identified in the preamble hereof and finally identified in the Pricing Certificate and referred to as the "Refunded Obligations"), (ii) funding the Reserve Fund, and (iii) paying costs of issuance, in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207, 1371 and 1502, as amended.

SECTION 2: Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturities - Interest Rate(s). The Bonds shall be issued in one or more series as fully registered obligations only, shall be dated as provided in the Pricing Certificate (the "Bond Date"), shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on July 1 in each of the years and in principal

amounts (the “Stated Maturities”) and bear interest at the per annum rate(s) in accordance with the details set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date(s) specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on January 1 and July 1 in each year, commencing on the date set forth in the Pricing Certificate, until maturity or earlier redemption.

SECTION 3: Delegation of Authority to Pricing Officers. (a) As authorized by Chapters 1207 and 1371, Texas Government Code, as amended, the City Manager of the City and the Chief Executive Officer or the Chief Financial Officer of the System (any two, jointly, the “Pricing Officer”) is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including determining the aggregate principal amount of the Commercial Paper Notes to be refunded and determining the aggregate principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Bonds will accrue, the interest payment dates, the record date, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the designation of an escrow agent satisfying the requirements of Chapter 1207, if any, the terms of any bond insurance applicable to the Bonds, any modification of the continuing disclosure undertaking contained in Section 48 hereof as may be required by the purchasers of the Bonds in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$144,235,000;
- (ii) the refunding must produce a net present value debt service savings of at least 2.0%, net of any City contribution;
- (iii) the maximum interest rate for the Bonds shall not exceed 6.0%; and
- (iv) the maximum maturity date of the Bonds shall not exceed July 1, 2056.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City’s interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to make the selection of the municipal bond insurance company for the Bonds (the “Insurer”) and to obtain from the Insurer a municipal bond insurance policy in support of the Bonds. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to effect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the date hereof. The Bonds may be issued in one or more series and shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

**SECTION 4: Terms of Payment-Paying Agent/Registrar.** The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of Zions Bancorporation, National Association, Houston, Texas to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement (the "Paying Agent/Registrar Agreement"), substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The President of the Board of Trustees and Secretary to the Board of Trustees or the City Manager, the Chief Executive Officer of the System or the Chief Financial Officer of the System are each hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or the redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar initially in Salt Lake City, Utah or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Bonds shall be paid to the Holders whose name appears in the Security Register at the close of business on the Record Date (the 15th day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying

Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

**SECTION 5: Registration - Transfer - Exchange of Bonds-Predecessor Bonds.** The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bond(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 32 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry Only" securities clearance, settlement and transfer system provided by The Depository Trust Company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representation, by and between the City and DTC (the "Depository Agreement").

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), with a manual or facsimile signature of the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the total principal amount shown in the Pricing Certificate with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bond.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF NEW BRAUNFELS, TEXAS,  
UTILITY SYSTEM REVENUE REFUNDING BOND,  
SERIES 2025

|            |                |                  |           |
|------------|----------------|------------------|-----------|
| Bond Date: | Interest Rate: | Stated Maturity: | CUSIP NO. |
| _____      | _____ %        | July 1, 20____   | _____     |

Registered Owner:

Principal Amount:

The City of New Braunfels (hereinafter referred to as the "City"), a body corporate and political subdivision in the Counties of Comal and Guadalupe, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter identified, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the [Bond Date][date of the initial delivery of the Bonds] at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on January 1 and July 1 in each year, commencing July 1, 20\_\_\_\_ until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the 15th day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the "Bonds"), for the purpose of providing funds for (i) the discharge and final payment of certain outstanding obligations of the City (identified in the Ordinance and finally identified in the Pricing Certificate and referred to as the "Refunded Obligations"), (ii) funding the Reserve Fund and (iii) paying costs of issuance, in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters

1207, 1371 and 1502, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Bond Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

| Term Bonds due July 1, 20__ |                         | Term Bonds due July 1, 20__ |                         |
|-----------------------------|-------------------------|-----------------------------|-------------------------|
| <u>Redemption Date</u>      | <u>Principal Amount</u> | <u>Redemption Date</u>      | <u>Principal Amount</u> |

The particular Term Bonds of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like stated maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on and after July 1, 20\_\_, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on July 1, 20\_\_, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bonds to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such

limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are special obligations of the City payable solely from, and, together with outstanding Previously Issued Bonds (identified and defined in the Ordinance), equally and ratably secured by a first lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems (the "System"). The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Net Revenues. The holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Subject to satisfying the terms and conditions prescribed therefor, the City has reserved the right to issue additional revenue obligations payable from, and, together with the Bonds and Previously Issued Bonds, equally and ratably secured by a parity lien on and pledge of, the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the payment of the Bonds; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; the terms and conditions for the issuance of additional revenue obligations; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a pledge of the Net Revenues of the System as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Bond Date.

CITY OF NEW BRAUNFELS, TEXAS

\_\_\_\_\_  
Mayor

COUNTERSIGNED:

\_\_\_\_\_  
City Secretary

(City Seal)



(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:)  
\_\_\_\_\_  
\_\_\_\_\_(Social Security or other identifying number \_\_\_\_\_) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

\_\_\_\_\_  
Signature guaranteed:

\_\_\_\_\_  
NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bond(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF NEW BRAUNFELS, TEXAS,  
UTILITY SYSTEM REVENUE REFUNDING BOND,  
SERIES 2025

Bond Date:  
\_\_\_\_\_

Registered Owner:

Principal Amount:

The City of New Braunfels (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Comal and Guadalupe, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, from the revenues hereinafter identified, the Principal Amount hereinabove stated on July 1 in each of the years and in principal installments in accordance with the following schedule:

| <u>Year of<br/>Stated Maturity</u> | <u>Principal<br/>Amount</u> | <u>Interest<br/>Rates</u> |
|------------------------------------|-----------------------------|---------------------------|
|------------------------------------|-----------------------------|---------------------------|

(Information to be inserted from the Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid Principal Amount hereof from the Bond Date at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on January 1 and July 1 in each year, commencing \_\_\_\_ 1, 20\_\_ until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by Zions Bancorporation, National Association, Houston, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated office initially in Salt Lake City, Utah, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the 15th day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 10: Definitions. For all purposes of this Ordinance and in particular for clarity with respect to the issuance of the Bonds herein authorized and the pledge and appropriation of revenues to the payment of the Bonds, the following definitions are provided:

(a) The term "Additional Bonds" shall mean the additional parity revenue obligations the City reserves the right to issue in accordance with the terms and conditions prescribed in Section 22 hereof.

(b) The term "Board of Trustees" shall mean the "Board of Trustees of New Braunfels Utilities" which, pursuant to Texas Government Code, Section 1502.070, et seq., the Charter of the City of New Braunfels, the ordinances authorizing the issuance of the Previously Issued Bonds and this Ordinance, is responsible for the complete management and control of the System.

(c) The term "Bonds" shall mean the "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2025", dated as provided in the Pricing Certificate and authorized by this Ordinance.

(d) The term "Bonds Similarly Secured" shall mean the Previously Issued Bonds, the Bonds and Additional Bonds.

(e) The term "Commercial Paper Notes" shall mean collectively the "City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019A" and "City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019B" in the aggregate principal amount of \$75,000,000.

(f) The term “Escrow Agreement” shall mean any deposit or escrow agreement between the City and an escrow agent designated in the Pricing Certificate, which may include the issuing and paying agent for the Refunded Obligations, authorized in accordance with terms hereof.

(g) The term “Fiscal Year” shall mean the twelve-month financial accounting period used for the operations of the System now ending on July 31 of each year; provided, however, the City Council, by passage of an ordinance, may change the Fiscal Year to another period of not less than twelve (12) calendar months.

(h) Unless otherwise provided in the Pricing Certificate, the term “Government Obligations” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

(i) The term “Program Notes” shall mean the “City of New Braunfels, Texas, Utility System Program Notes, Taxable Series 2021” in the principal amount not to exceed \$100,000,000.

(j) The term “Net Revenues” shall mean the gross revenues of the System, less current expenses of operation and maintenance, including all salaries, labor, materials, repairs and extensions necessary to render efficient service, provided, however, that only such repairs and extensions as in the judgment of the Board of Trustees, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any bonds payable from and secured by a lien on the Net Revenues of the System shall be deducted in determining “Net Revenues”. Payments pursuant to contracts for the purchase of power and energy, supply of water and other materials, goods or services for the System to the extent authorized by law and the provisions of such contracts are also included and defined as operating and maintenance expenses of the System.

(k) The term “Outstanding” shall mean when used in this Ordinance with respect to Bonds or Bonds Similarly Secured means, as of the date of determination, all Bonds theretofore issued and delivered, except:

(1) those Bonds or Bonds Similarly Secured cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds or Bonds Similarly Secured paid or deemed to be paid in accordance with the provisions of Section 30 hereof; and

(3) those Bonds or Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and

delivered in lieu thereof as provided in Section 32 hereof or similar provisions with respect to Bonds Similarly Secured.

(l) The term “Previously Issued Bonds” shall mean the outstanding and unpaid bonds of the following series:

(1) “City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2004”, dated January 15, 2004, and issued in the original principal amount of \$10,337,595.90,

(2) “City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2015,” dated January 15, 2015, and issued in the original principal amount of \$26,870,000,

(3) “City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2016,” dated March 1, 2016, and issued in the original principal amount of \$62,235,000,

(4) “City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2018,” dated April 1, 2018, and issued in the original principal amount of \$45,200,000,

(5) “City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2020,” dated May 1, 2020, and issued in the original principal amount of \$88,100,000,

(6) “City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2021,” dated July 1, 2021, and issued in the original principal amount of \$68,250,000,

(7) “City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2022,” dated July 1, 2022, and issued in the original principal amount of \$73,855,000,

(8) “City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2022A,” dated September 1, 2022, and issued in the original principal amount of \$40,000,000; and

(9) “City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2024,” dated January 15, 2024, and issued in the original principal amount of \$118,745,000.

(m) The term “System” shall mean the City’s Waterworks, Sanitary Sewer and Electric Light and Power Systems, and shall be construed to mean all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City of New Braunfels through purchase, construction or otherwise, and used in connection with said System, and in any wise appertaining thereto, whether situated within or without the limits of said City.

SECTION 11: Pledge. The City hereby covenants and agrees that the Net Revenues of the System, with the exception of those in excess of the amounts required for the payment and security of the Bonds Similarly Secured, are hereby irrevocably pledged, equally and ratably, to

the payment and security of the Previously Issued Bonds, the Bonds, and Additional Bonds, if issued, including the establishment and maintenance of the special funds created and established for the payment and security thereof, all as hereinafter provided, and it is hereby ordained that the Bonds Similarly Secured, and the interest thereon, shall constitute a first lien on the Net Revenues of the System in accordance with the terms and provisions hereof and be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Chapter 1208 of the Texas Government Code.

Texas Government Code, Section 1208, as amended, applies to the issuance of the Bonds and the pledge of the Net Revenues of the System granted by the City under this Section 11, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 11 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 12: Rates and Charges. For the benefit of the Holders of the Bonds and in addition to all provisions and covenants in the laws of the State of Texas and in this Ordinance, the City Council and Board of Trustees agree and covenant, while any of the Bonds are outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected on the basis of available information and experience and with due allowance for contingencies to provide revenues in each Fiscal Year sufficient to pay:

(a) all operating, maintenance, depreciation, replacement, betterment and interest charges and other costs incurred in the maintenance and operation of the System as referenced in Section 10(j) or required by statute to be a first claim on and charge against the revenues of the System, and

(b) the principal of and interest on the Previously Issued Bonds and the Bonds and make all required payments to the special funds created for the payment and security of the Bonds Similarly Secured.

SECTION 13: Special Fund Designations. The City acting through the Board of Trustees covenants and agrees that the following special funds or accounts heretofore created for the payment and security of Bonds Similarly Secured are hereby reaffirmed and shall continue to be maintained while the Bonds are Outstanding, to wit:

(a) Special Utility System Revenue Bond Interest and Sinking Fund, hereinafter called the "Bond Fund", which Fund is and shall continue to be maintained at an official depository bank of the City selected by the Board of Trustees, and moneys deposited in this Fund shall be used to pay principal of and interest on the Bonds Similarly Secured when and as the same becomes due and payable.

(b) Special Utility System Revenue Bond Reserve Fund, hereinafter called "Reserve Fund", which Fund is and shall continue to be maintained at an official depository bank of the City selected by the Board of Trustees, and moneys deposited in this Fund shall be used to pay

principal of and/or interest on the Bonds Similarly Secured falling due at any time when moneys in the Bond Fund are insufficient for such purpose and to retire the last of the Bonds Similarly Secured that are outstanding.

SECTION 14: Utility System Fund. The City hereby covenants and agrees that all revenues of every nature derived from the operation and ownership of the System shall be kept separate and apart from other funds of the City, and, in accordance with the ordinances authorizing the issuance of the Previously Issued Bonds, all such revenues of the System, as collected and received by the Board of Trustees, shall be deposited into an account designated the "Utility System Fund" (heretofore created and established and hereinafter called "System Fund"), which account is and shall continue to be kept and maintained at an official depository bank of the City and the Board. All revenues in the System Fund shall be pledged and appropriated to the extent required for the following uses and in the order of precedence shown:

FIRST: To the payment of all necessary and reasonable maintenance and operation expenses of the System, as referenced in Section 10(j) hereof or required by statute to be a first charge on and claim against the revenues of the System.

SECOND: To the payment of the amounts required to be deposited in the special Funds created and maintained for the payment and security of the Bonds Similarly Secured, including the establishment and maintenance of the Required Reserve (hereinafter defined in Section 16 hereof) in accordance with the provisions of the ordinances authorizing the issuance of Bonds Similarly Secured.

THIRD: To the payment of other obligations or indebtedness payable from and secured by a lien on and pledge of the Net Revenues of the System that is junior and subordinate to the lien and pledge securing the payment of the Bonds Similarly Secured.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used by the Board of Trustees for any purpose now or hereafter permitted by law, including a transfer to the City's general fund as permitted by Texas Government Code, Section 1502.058, as amended.

SECTION 15: Bond Fund. In addition to the deposits to the Bond Fund for the payment of the Previously Issued Bonds, the City hereby covenants and agrees, and the Board of Trustees is hereby directed, to deposit into the Bond Fund prior to each principal and interest payment date for the Bonds from the Net Revenues of the System a sum equal to one hundred percent (100%) of the amount required to fully pay the interest on and principal of the Bonds then falling due, such deposits to pay maturing principal and accrued interest on the Bonds to be made in substantially equal monthly amounts on or before the last day of the month beginning the month the Bonds are delivered to the initial purchasers.

The monthly deposits to the Bond Fund for the payment of principal of and interest on the Bonds shall continue to be made until such time as (i) the total amount on deposit in the Bond Fund and Reserve Fund is equal to the amount required to pay all outstanding Bonds Similarly Secured or (ii) the Bonds are no longer Outstanding.

Accrued interest, if any, received from the purchaser of the Bonds shall be deposited in the Bond Fund, and may be taken into consideration and reduce the amount which would otherwise be required to be deposited in the Bond Fund from the Net Revenues of the System.

SECTION 16: Reserve Fund. The City hereby covenants and agrees, and the Board of Trustees is hereby directed, to accumulate, and, when accumulated, to continuously maintain in the Reserve Fund an amount equal to at least the average annual principal and interest requirements of the Bonds Similarly Secured (calculated on a Fiscal Year basis as of the date the last series of Bonds Similarly Secured outstanding were delivered), which amount is hereby referred to as the "Required Reserve".

In accordance with the provisions of the ordinances authorizing the issuance of the Previously Issued Bonds, by reason of the issuance of the Bonds, the total amount required to be accumulated and maintained in the Reserve Fund shall be as provided in the Pricing Certificate, which amount shall be equal to not less than the Required Reserve. Any amount due to the Reserve Fund by reason of the issuance of the Bonds may be deposited to the Reserve Fund as provided in the Pricing Certificate, including the accumulation of the Required Reserve amount over a period of not to exceed sixty months from the date of the Pricing Certificate.

Subject to the provisions of the preceding paragraph, so long as the money and investments in the Reserve Fund total not less than the Required Reserve, no deposits need be made to the credit of the Reserve Fund; but when and if the Reserve Fund at any time contains less than the Required Reserve (after giving effect to the accumulation of the Required Reserve as provided in the Pricing Certificate), the City covenants and agrees, and the Board of Trustees is hereby directed, to cure the deficiency in the Required Reserve within twelve months from the date the deficiency in funds occurred with available Net Revenues of the System pledged to the payment of the Bonds, and the City, acting through the Board of Trustees, hereby covenants and agrees that, subject to the required payments to the Bond Fund for Bonds Similarly Secured, the Net Revenues of the System remaining in the System Fund shall be applied and appropriated and used to establish and maintain the Required Reserve and to cure any deficiency in such amount, as required by the terms of this Ordinance and any other ordinance pertaining to Bonds Similarly Secured.

The City, acting through the Board of Trustees, may, at its option, withdraw all surplus in the Reserve Fund in excess of the Required Reserve and deposit the same in the System Fund.

To the extent permitted by law, the City expressly reserves the right at any time to satisfy all or any part of the Required Reserve by obtaining for the benefit of the Reserve Fund one or more Reserve Fund Surety Policies (a "Reserve Fund Surety Policy"). In the event the City elects to substitute a Reserve Fund Surety Policy for any funded amounts in the Reserve Fund, it may apply any bond proceeds thereby released, to the greatest extent permitted by law, to any of the purposes for which such funds may lawfully be applied, including the payment of debt service on the Bonds Similarly Secured. A Reserve Fund Surety Policy shall be an insurance policy or other similar guarantee in a principal amount equal to the portion of the Required Reserve to be satisfied which is issued by a financial institution or insurance company or other entity that is rated either for the long term unsecured debt of the issuer of such surety bond or for obligations insured, secured or guaranteed by such issuer have a rating in the highest letter category by one or more major municipal securities rating or evaluation services. The premium for any such policy may be paid from bond proceeds or other funds of the City lawfully available for such purpose. Any reimbursement of amounts drawn against a Reserve Fund Surety Policy shall be limited to the

amounts actually paid under such policy, and such right to reimbursement shall never constitute a separate obligation independent of the Bonds.

SECTION 17: Payment of Bonds. While any of the Bonds are Outstanding, the Board of Trustees shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Bond Fund and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal of the Bonds accrues or matures or comes due by reason of redemption prior to maturity, such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds. The Paying Agent/Registrar shall cancel or destroy all paid Bonds, and furnish the Board of Trustees with an appropriate certificate of cancellation or destruction.

SECTION 18: Investment of Funds. Moneys in any Fund required to be maintained pursuant to this Ordinance may, at the option of the Board of Trustees, be placed in time deposits or certificates of deposit secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type authorized by the laws of the State of Texas for the security of public funds insofar as the System Fund is concerned and by obligations of the type hereinafter described insofar as the Bond Fund and Reserve Fund are concerned, or be invested, in direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association or such other investments as are permitted by the investment policies of the Board of Trustees; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued in terms of current market value as of a certain date within 60 days of the close of the Fiscal Year. All interest and income derived from deposits and investments in the Bond Fund immediately shall be credited to, and any losses debited to, the Bond Fund. When the Required Reserve is fully established, all interest and interest income derived from deposits and investments in the Reserve Fund immediately shall be credited and deposited in the System Fund as the same are received, otherwise such interest and interest income shall remain in the Reserve Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds Similarly Secured.

SECTION 19: Deficiencies in Funds. If in any month the City acting through the Board of Trustees shall, for any reason, fail to pay into the Bond Fund and Reserve Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into said Funds from the first available and unallocated Net Revenues of the System in the following month or months and such payments shall be in addition to the amounts hereinabove provided to be otherwise paid into said Funds during such month or months.

SECTION 20: Excess Revenues. Any Net Revenues of the System in excess of those required to fully establish and maintain the special funds created for the payment and security of the Bonds Similarly Secured may be used for the redemption of the Bonds Similarly Secured, or may be appropriated and used by the Board of Trustees for any purpose now or hereafter permitted by law, including a transfer to the City's general fund as permitted by Texas Government

Code, Section 1502.058, as amended; provided, such transfer of money to the general fund of the City does not impair the ability of the Board of Trustees to make subsequent deposits to the special Funds created for the payment and security of the Bonds Similarly Secured.

SECTION 21: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds and as otherwise prescribed herein.

SECTION 22: Issuance of Additional Parity Bonds. The City hereby reserves the right hereafter to issue additional parity obligations (herein called "Additional Bonds") payable from and, together with the Previously Issued Bonds and the Bonds, equally secured by a parity first lien on and pledge of the Net Revenues of the System, and the Previously Issued Bonds, the Bonds and Additional Bonds shall be in all respects of equal dignity. The Additional Bonds may be issued in one or more installments; provided, however, that none shall be issued unless and until the following conditions have been met:

(a) The Chief Executive Officer (or other official having primary responsibility for the fiscal affairs of the System) shall have executed a certificate stating (i) that the City is not then in default as to any covenant, obligation or agreement contained in any ordinance or other proceeding relating to any obligations of the City payable from and secured by a lien on and pledge of the Net Revenues of the System and (ii) payments into all special funds or accounts created and established solely for the payment and security of any outstanding obligations payable from and secured by a lien on and pledge of the Net Revenues of the System have been duly made and that the amounts on deposit in such special funds or accounts are the amounts then required to be deposited therein.

(b) The Additional Bonds shall be scheduled to mature or be payable as to principal on July 1 or January 1 (or both) in each year the same are to be outstanding or during the term thereof.

(c) The City has secured from a Certified Public Accountant a certificate or opinion to the effect that, according to the books and records of the City, the Net Earnings of the System for the preceding Fiscal Year or for any 12 consecutive months out of the 15 months immediately preceding the month the ordinance authorizing the Additional Bonds is adopted are at least equal to one and forty hundredths (1.40) times the average annual requirement for the payment of principal of and interest on all outstanding Bonds Similarly Secured after giving effect to the Additional Bonds then proposed. The term "Net Earnings" as used herein, shall mean all income and revenues derived from the operation and ownership of the System (including income and earnings from the investment of moneys in any special fund created for the payment and security of the Bonds Similarly Secured) less expenses for the maintenance and operation thereof, but not deducting depreciation or other expenditures which, under generally accepted accounting principles, should be charged to capital expenditures.

(d) The ordinance authorizing the issuance of the Additional Bonds provides for deposits to be made to the Bond Fund in amounts sufficient to pay the principal of and interest on such Additional Bonds as same mature.

(e) The ordinance authorizing the issuance of the Additional Bonds provides that the amount to be accumulated and maintained in the Reserve Fund shall be in an amount equal to not less than the average annual requirement for the payment of principal of and interest on all

Bonds Similarly Secured then to be outstanding after giving effect to the issuance of the proposed Additional Bonds, and provides that any additional amount to be maintained in the Reserve Fund shall be accumulated within sixty (60) months from the date the Additional Bonds are delivered.

Bonds Similarly Secured may be refunded (pursuant to any law then available) upon such terms and conditions as the governing body of the City may deem to be in the best interest of the City and its inhabitants, and if less than all such outstanding revenue bonds are refunded the proposed refunding bonds shall be considered as "Additional Bonds" under the provisions of this Section and the Accountant's certificate or opinion required in subdivision (c) shall give effect to the issuance of the proposed refunding bonds (and shall not give effect to the bonds being refunded following their cancellation or provision being made for their payment).

SECTION 23: Issuance of Inferior Lien Obligations. The City retains the right to create and issue obligations payable from and secured by a lien on the pledge of the Net Revenues of the System junior and subordinate to the lien and pledge securing the payment of the Bonds Similarly Secured.

SECTION 24: Management and Control of System. Pursuant to authority contained in Texas Government Code, Section 1502.051, et seq, and by the Charter of the City of New Braunfels, Texas, the complete management and control of the System, during such time the Net Revenues of the System may be encumbered pursuant to this Ordinance and the ordinances authorizing the Previously Issued Bonds, shall be in the hands of a Board of Trustees to consist of five freeholders of the City of New Braunfels, one of whom shall be the Mayor of the City, to be known as the "Board of Trustees of the New Braunfels Utilities", in which name said Board of Trustees shall act and transact business, hereinafter referred to as the "Board of Trustees".

All members of the Board of Trustees shall be appointed by the governing body of the City of New Braunfels, Texas, to serve for five (5) year terms of office with such term of office to commence on December 1; provided that vacancies in office for any reason other than the expiration of a trustee's term of office, shall be filled only for the unexpired term of the office vacant. Furthermore, any member of the Board of Trustees whose term of office has expired shall continue to serve as a member of the Board until his successor in office has been appointed or elected. Appointments to the Board of Trustees resulting from the expiration of a member's term of office shall be made by the governing body of the City of New Braunfels in November each year in which the term of office to be filled shall expire, or as soon as possible thereafter.

The members of the Board of Trustees shall continue to organize their body by the election of one of its members as President and another as Vice President; the Board shall also appoint a Secretary who may or may not be a member of said Board, as said Board may elect. The Board of Trustees may make such resolutions and by-laws for the orderly handling of its affairs and the governing of its own procedure, and shall thereafter manage and operate the Systems with the same freedom and in the same manner ordinarily as enjoyed and followed by the Board of Directors of a private corporation operating properties of a similar nature; provided, however, that nothing in this Section shall be construed to take away from the City Council of the City of New Braunfels the exercise of any duty imposed upon said governing body under the provisions of the other Sections of this Ordinance and/or the Charter of the City of New Braunfels. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting.

The Board of Trustees shall obtain and keep continually in force an employee's fidelity and indemnity bond of the so-called blanket type, written by a solvent and recognized indemnity company, and covering losses to the amount of not less than \$5,000.00 per person. The

premiums of such bonds shall be paid from the System's Revenues and shall constitute operating expenses of the System.

The Board of Trustees shall elect and appoint a Chief Executive Officer and an attorney or attorneys. The Chief Executive Officer shall appoint all employees. Unless waived by the Board members, the members of the Board, other than the Mayor of the City, shall receive an annual compensation of not less than Twelve Hundred Dollars (\$1,200.00) and such compensation may be increased from time to time by the City Council as it is deemed advisable, provided the total compensation paid to the members of the Board shall never exceed in any one year five percent (5%) of the gross receipts of the System in such year. The members of the Board of Trustees, either singly or collectively, shall not be personally liable for any act or omission not willfully fraudulent or mala fide. Any member of the Board of Trustees, other than the Mayor of the City, who shall be continuously absent from all meetings of the Board for a period of four consecutive months shall, unless he shall have been granted a leave of absence by the unanimous vote of the remaining members of the Board, be considered to have vacated his office. Any member of the Board of Trustees, other than the Mayor of the City, may be removed only by action of the governing body of the City for adequate cause.

Subject to the provisions and restrictions contained in this Ordinance and the City Charter, all of the provisions and covenants of which shall be binding upon the Board of Trustees in like manner as they would have been binding on the City Council of the City of New Braunfels, had management and control of the System been retained by the City Council, the Board of Trustees shall have complete authority and control of the management and operation of the System; and among the powers that may be exercised by the said Board of Trustees, but not limited thereto, the same are hereby enumerated for greater certainty:

(a) To take, have and exercise exclusive possession and control of the System and all additions thereto, and to collect, and enforce the collection of all funds and revenues that may be or become owing or that may arise out of the operation of the System, and to disburse the same in accordance with the provisions of this Ordinance and Sections 1502.070 and 1502.071, Texas Government Code, as amended;

(b) To maintain, improve, enlarge and extend the Waterworks, Sanitary Sewer and Electric Light and Power Systems;

(c) To fix, alter and amend all rates for all services to be furnished by said System, subject to approval and confirmation of the City Council;

(d) To employ and pay the compensation of a Chief Executive Officer and attorneys, engineers and other professional or technical aides as said Board of Trustees may deem necessary in the proper conduct of the business of the System;

(e) To adopt, alter, amend and enforce all such rules and regulations governing the conduct of the business of the System as said Board of Trustees may deem necessary or proper; and

(f) To do any and all things necessary in reference to the installing and maintaining of a complete system of records and accounts pertaining to the operations of the System and to provide Net Revenues for the payment of the Bonds Similarly Secured and other special obligations of the System in the manner provided by Texas Government Code, Section 1502.057,

as amended, and other applicable laws and in accordance with the provisions of any ordinance authorizing the issuance of Bonds Similarly Secured.

SECTION 25: Maintenance and Operation - Insurance. The City hereby covenants and agrees that through the Board of Trustees the System shall be maintained in good condition and operated in an efficient manner and at reasonable cost. So long as any of the Bonds are outstanding, the City agrees to maintain insurance for the benefit of the Holders of the Bonds on the System of a kind and in an amount which usually would be carried by municipal corporations of the State of Texas engaged in a similar type of business. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System but nothing herein shall be construed as preventing the City from doing so.

SECTION 26: Records - Accounts - Accounting Reports. The City hereby covenants and agrees that so long as any of the Bonds remain Outstanding, the Board of Trustees will keep and maintain a proper and complete system of records and accounts pertaining to the operation of the System separate and apart from all other records and accounts in accordance with generally accepted accounting principles prescribed for municipal corporations, and complete and correct entries shall be made of all transactions relating to said System, as provided by Texas Government Code, Section 1502.057, as amended, and other applicable laws. The Holder of any Bonds, or any duly authorized agent or agents of such Holders, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the System and all properties comprising same. The City acting through the Board of Trustees further agrees that, as soon as possible following the close of each Fiscal Year, an audit of such books and accounts shall be made by an independent firm of Certified Public Accountants or Licensed Public Accountants. Each such audit, in addition to whatever other matters may be thought proper by the Accountant, shall particularly include the following:

- (a) A detailed statement of the income and expenditures of the System for such Fiscal Year;
- (b) A balance sheet as of the end of such Fiscal Year;
- (c) The Accountant's comments regarding the manner in which the Board of Trustees has carried out the requirements of this Ordinance and his recommendations for any changes, or improvements in the operation, records and accounts of the System;
- (d) A list of the insurance policies in force at the end of the Fiscal Year on the System properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer and the policy's expiration date; and
- (e) A list of securities, if any, in which the Bond Fund and Reserve Fund has been invested, and a statement of the manner in which money in the System Fund, Bond Fund and Reserve Fund has been secured in such Fiscal Year;

Expenses incurred in making the audits above referred to are to be regarded as maintenance and operation expenses of the System and paid as such. Copies of the aforesaid annual audit shall be immediately furnished to the Executive Director of the Municipal Advisory Council of Texas at his or her office in Austin, Texas, and upon written request, to the original purchaser, and any subsequent Holder of twenty-five percent (25%) in principal amount of the Bonds Outstanding.

SECTION 27: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Bond Fund or Reserve Fund as required by this Ordinance, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Holder of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 28: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the revenues supporting this issue of Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas, including Texas Government Code, Section 1502.070, as amended; that the Previously Issued Bonds, the Bonds issued hereunder, and the Additional Bonds, when issued, shall be ratably secured under said pledge of income in such manner that one bond shall have no preference over any other bond of said issues;

(b) Other than for the payment of the Previously Issued Bonds and the Bonds, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System, except that, on a basis subordinate to that for the Bonds Similarly Secured, Net Revenues of the System have been pledged to the Commercial Paper Notes and the Program Notes;

(c) While any of the Bonds or any interest thereon remain Outstanding, the City will not sell or encumber the System or any substantial part thereof; provided, that this covenant shall not be construed to prohibit the sale of such machinery or other properties or equipment by the Board of Trustees which has become obsolete or otherwise unsuited to the efficient operation of the System; and, further, with the exception of the Additional Bonds expressly permitted by this Ordinance to be issued in Section 22 hereof, it will not encumber the Net Revenues of the System unless such encumbrance is made junior and subordinate to all of the provisions of this Ordinance;

(d) No free service will be allowed to any customer of the System, including the City and its various departments; and

(e) To the extent that it legally may, the City further covenants and agrees that, so long as any of the Bonds are Outstanding, no franchise shall be granted for the installation or operation of any competing waterworks, sanitary sewer or electric light and power system other than those owned by the City and the operation of such systems by anyone other than the City is hereby prohibited.

SECTION 29: Bonds are Special Obligations. The Bonds are special obligations of the City payable from the pledged Net Revenues and the Holders thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

SECTION 30: Defeasance. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the Pricing Certificate, then the pledge of the Net Revenues of the System under this Ordinance and all other obligations of the City to the Holders shall thereupon cease, terminate, and become void and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Obligations will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall, upon the request of the City, be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 31: Ordinance a Contract - Amendments.

(a) This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein.

In addition, the City may, with the written consent of holders of Bonds aggregating in principal amount more than 50% of the aggregate principal amount of then Outstanding Bonds, shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City, provided, however, that nothing herein contained

shall permit or be construed to permit the amendment of the terms and conditions of this Ordinance or in the Bonds so as to:

- i. Make any change in the maturity of the outstanding Bonds;
- ii. Reduce the rate of interest borne by outstanding Bonds;
- iii. Reduce the amount of the principal payable on outstanding Bonds;
- iv. Modify the terms of payment of principal of or interest on the outstanding Bonds, or impose any conditions with respect to such payment;
- v. Affect the rights of the owners of less than all Bonds then outstanding; or
- vi. Change the minimum percentage of the outstanding principal amount of Bonds necessary for consent to such amendment.

(b) If at any time the City shall desire to amend this Ordinance under this Section, the City shall cause notice of the proposed amendment to be sent by United States Mail, first class postage prepaid, to the Holders of Bonds at the address appearing in the Security Register. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the paying agent for inspection by all holders of the Bonds Similarly Secured.

(c) Whenever at any time the City shall receive an instrument or instruments executed by the holders of more than 50% in aggregate principal amount of all Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the paying agent, the governing body of the City may pass an amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and the holders of then Outstanding Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the holder of a bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future holders of the same bond during such period. After the applicable period of time a consent is irrevocable has expired, the holder who gave consent, or a successor in title, may revoke such consent by filing notice thereof with the paying agent and the City, but such revocation shall not be effective if the holders of more than 50% in aggregate principal amount of the then Outstanding Bonds have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section, the fact of the holding of bonds by any holder and the amount and numbers of such bonds and the date of their holding same, may be proved by the Security Register maintained by the Paying Agent/Registrar or by affidavit of the person claiming to be such holder, or by a certificate executed by any trust company, bank, banker or any other depository wherever situated showing that at the date therein mentioned such person had on deposit with such trust company, bank, banker or other depository, the Bonds described in such certificate. The City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

SECTION 32: Mutilated-Destroyed-Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 33: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“Closing Date” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall

also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City and the Board of Trustees shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City and the Board of Trustees shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with the Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds (including property financed with the Gross Proceeds of the Refunded Obligations), or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City and the Board of Trustees shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed

or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City and the Board of Trustees shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City and the Board of Trustees shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City and the Board of Trustees shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City and the Board of Trustees may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City and the Board of Trustees shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City and the Board of Trustees shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the construction fund, or other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Bond Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety

percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City and the Board of Trustees shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City and the Board of Trustees shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, City Manager, President of the Board of Trustees, Chief Executive Officer, or Chief Financial Officer of the System, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds. (1) At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The Bonds are a current refunding of the Refunded CP Notes in that the Bonds will be issued less than 90 days before the redemption of the Refunded CP Notes.

SECTION 34: Sale of Bonds - Official Statement Approval. The Bonds authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City's best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of any public offering of the Bonds by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Bonds, if any;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Mayor and City Secretary of the City and the President and Secretary of the Board of Trustees are further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

**SECTION 35: Control and Custody of Bonds.** The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records relating to the Bonds, including the Initial Bond(s) and the definitive Bonds, pending the approval of the Bonds by the Attorney General of Texas, the registration of the Initial Bond(s) by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Secretary, City Manager, President of the Board of Trustees, Secretary to the Board of Trustees, and the Chief Executive Officer or Chief Financial Officer of the System, individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the

Bonds, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure and investment of the proceeds of the Bonds, as may be necessary for the approval of the Attorney General, the registration by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers, and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 36: Escrow Agreement. If required in connection with the refunding of the Refunded Obligations, the Pricing Officer is authorized to select and appoint an escrow agent for the refunding of the Refunded Obligations, and any escrow agent so selected and appointed shall be designated in the Pricing Certificate. An Escrow Agreement by and between the City and an authorized escrow agent, if any such agreement is required in connection with the refunding of the Refunded Obligations, shall be attached to, and approved in, the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this City Council; and any such Escrow Agreement as executed by the Pricing Officer shall be deemed approved by the City Council and constitute the Escrow Agreement herein approved.

SECTION 37: RESERVED.

SECTION 38: Proceeds of Sale. Immediately following the delivery of the Bonds, a portion of the proceeds of sale shall be deposited with the paying agent for the Refunded Obligations or the escrow agent, if any, or used to pay costs of issuance and any accrued interest shall be deposited to the credit of the Bond Fund, all as provided in the Pricing Certificate. Any proceeds of sale remaining after payment of the costs of issuance for the Bonds shall be deposited in the Bond Fund for the Bonds.

Additionally, on or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Chief Financial Officer of the System or the Chief Executive Officer of the System is authorized to transfer from moneys of the System necessary, if any, or from moneys in the interest and sinking fund(s) of the obligations being refunded, if any, to accomplish the refunding as provided in the Pricing Certificate.

SECTION 39: Legal Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with The Depository Trust Company.

SECTION 40: Notices to Holders-Waiver. Wherever this Ordinance provides for notice to the Holders of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the

equivalent of such notice. Waivers of notice by Holders of Bonds shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 41: Cancellation. All Bonds surrendered for payment, redemption, transfer or exchange, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 42: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 43: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders of the Bonds.

SECTION 44: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 45: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 46: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 47: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 48: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

(a) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate and (2) within twelve months after the end of each fiscal year ending in and after the year specified in the Pricing Certificate, audited financial statements of the City. If the audit of such financial statements is not complete within twelve months after any such fiscal year end, the City shall file unaudited financial statements within such twelve month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet Web site or filed with the SEC.

(b) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items 15 and 16 in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(c) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 49: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, or City Manager of the City or the President of the Board of Trustees, Chief Executive Officer, or Chief Financial Officer of the System are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute,

acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem or City Manager of the City or President of the Board of Trustees, Chief Executive Officer, or Chief Financial Officer of the System or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance, including the Pricing Certificate: (i) in order to cure any ambiguity, formal defect or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 50: Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 51: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 52: Effective Date. This Ordinance shall take effect and be in force immediately from and after its passage on the date shown below as provided in Texas Government Code, Section 1201.028, as amended.

*[remainder of page left blank intentionally]*

PASSED AND APPROVED, this May 12, 2025.

CITY OF NEW BRAUNFELS, TEXAS

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Mayor

ATTEST:

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City Secretary

APPROVED AS TO FORM:

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City Attorney

(City Seal)

EXHIBIT A  
FORM OF PAYING AGENT/REGISTRAR AGREEMENT

## **PAYING AGENT/REGISTRAR AGREEMENT**

THIS AGREEMENT is entered into as of May \_\_\_\_\_, 2025 (this "Agreement"), by and between Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America and authorized to transact business in the State of Texas (the "Bank") and the City of New Braunfels, Texas, acting by and through New Braunfels Utilities (the "Issuer").

### **RECITALS**

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2025" (the "Securities"), such Securities scheduled to be delivered to the initial purchasers thereof on or about June 19, 2025; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

### **ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

**Section 1.01 Appointment.** The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Authorizing Document".

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

**Section 1.02 Compensation.** As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2), and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## **ARTICLE TWO DEFINITIONS**

**Section 2.01 Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to

whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

**Section 2.02 Other Definitions.** The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

### **ARTICLE THREE PAYING AGENT**

**Section 3.01 Duties of Paying Agent.** As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

Zions Bancorporation, National Association  
One South Main Street, 12<sup>th</sup> Floor  
Salt Lake City, UT 84133

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

**Section 3.02 Payment Dates.** The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

### **ARTICLE FOUR REGISTRAR**

**Section 4.01 Security Register – Transfers and Exchanges.** The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office and at the Bank’s office shown on the signature page hereof books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be

reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank, and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

**Section 4.02 Securities.** The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

**Section 4.03 Form of Security Register.** The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 4.04 List of Security Holders.** The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register, provided the Bank is not prohibited from providing such notice.

**Section 4.05 Return of Cancelled Securities.** The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

**Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities.** The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

**Section 4.07 Transaction Information to Issuer.** The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

## **ARTICLE FIVE THE BANK**

**Section 5.01 Duties of Bank.** The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

**Section 5.02 Reliance on Documents, Etc.**

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer

or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

**Section 5.03 Recitals of Issuer.** The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

**Section 5.04 May Hold Securities.** The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

**Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization.** A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

**Section 5.06 Indemnification.** To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense (including the Bank's counsel fees) against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

**Section 5.07 Interpleader.** The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

**Section 5.08 DTC Services.** It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, and in the event the Bank has the capability to comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls, the Bank will comply with the "Operational Arrangements".

**Section 5.09 Force Majeure.** In no event shall the Bank be liable for any failure or delay in the performance of its duties hereunder because of circumstances beyond the Bank's control, including but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like which restrict or prohibit the providing of services contemplated by this Agreement, and other causes beyond the Bank's control whether or not the same class or kind as specifically named above.

## **ARTICLE SIX MISCELLANEOUS PROVISIONS**

**Section 6.01 Amendment.** This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

**Section 6.02 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other.

**Section 6.03 Notices.** Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or

the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature pages hereof.

**Section 6.04 Effect of Headings.** The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

**Section 6.05 Successors and Assigns.** All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

**Section 6.06 Severability.** In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 6.07 Merger, Conversion, Consolidation, or Succession.** Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

**Section 6.08 Benefits of Agreement.** Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

**Section 6.09 Entire Agreement.** This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

**Section 6.10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**Section 6.11 Termination.** This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Notwithstanding anything contained herein, the representations, agreements and covenants contained in this Section 6.11 shall survive the termination of this Agreement until the statute of limitations has run.

**Section 6.12 Iran, Sudan or Foreign Terrorist Organizations.** The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.12 shall survive the termination of this Agreement until the statute of limitations has run.

**Section 6.13 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[Remainder of page left blank intentionally.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

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

Title: \_\_\_\_\_  
Amegy Bank Division

Address: 1801 Main Street, Suite 460  
Houston, Texas 77002

*[signature page to Paying Agent/Registrar Agreement]*

CITY OF NEW BRAUNFELS, TEXAS  
(acting by and through New Braunfels Utilities)

By: \_\_\_\_\_  
Chief Executive Officer

Address: 263 Main Plaza  
New Braunfels, Texas 78130

*[signature page to Paying Agent/Registrar Agreement]*

## **PAYING AGENT/REGISTRAR AGREEMENT**

THIS AGREEMENT is entered into as of May 20, 2025 (this "Agreement"), by and between Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America and authorized to transact business in the State of Texas (the "Bank") and the City of New Braunfels, Texas, acting by and through New Braunfels Utilities (the "Issuer").

### **RECITALS**

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2025" (the "Securities"), such Securities scheduled to be delivered to the initial purchasers thereof on or about June 19, 2025; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

### **ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

**Section 1.01 Appointment.** The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Authorizing Document".

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

**Section 1.02 Compensation.** As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2), and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## **ARTICLE TWO DEFINITIONS**

**Section 2.01 Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to

whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

**Section 2.02 Other Definitions.** The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

### **ARTICLE THREE PAYING AGENT**

**Section 3.01 Duties of Paying Agent.** As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

Zions Bancorporation, National Association  
One South Main Street, 12<sup>th</sup> Floor  
Salt Lake City, UT 84133

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

**Section 3.02 Payment Dates.** The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

### **ARTICLE FOUR REGISTRAR**

**Section 4.01 Security Register – Transfers and Exchanges.** The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office and at the Bank’s office shown on the signature page hereof books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be

reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank, and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

**Section 4.02 Securities.** The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

**Section 4.03 Form of Security Register.** The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 4.04 List of Security Holders.** The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register, provided the Bank is not prohibited from providing such notice.

**Section 4.05 Return of Cancelled Securities.** The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

**Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities.** The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

**Section 4.07 Transaction Information to Issuer.** The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

## **ARTICLE FIVE THE BANK**

**Section 5.01 Duties of Bank.** The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

**Section 5.02 Reliance on Documents, Etc.**

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer

or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

**Section 5.03 Recitals of Issuer.** The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

**Section 5.04 May Hold Securities.** The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

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Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

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**Section 5.07 Interpleader.** The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

**Section 5.08 DTC Services.** It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, and in the event the Bank has the capability to comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls, the Bank will comply with the "Operational Arrangements".

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## **ARTICLE SIX MISCELLANEOUS PROVISIONS**

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**Section 6.07 Merger, Conversion, Consolidation, or Succession.** Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

**Section 6.08 Benefits of Agreement.** Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

**Section 6.09 Entire Agreement.** This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

**Section 6.10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**Section 6.11 Termination.** This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Notwithstanding anything contained herein, the representations, agreements and covenants contained in this Section 6.11 shall survive the termination of this Agreement until the statute of limitations has run.

**Section 6.12 Iran, Sudan or Foreign Terrorist Organizations.** The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.12 shall survive the termination of this Agreement until the statute of limitations has run.

**Section 6.13 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[Remainder of page left blank intentionally.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

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

Title: \_\_\_\_\_  
Amegy Bank Division

Address: 1801 Main Street, Suite 460  
Houston, Texas 77002

*[signature page to Paying Agent/Registrar Agreement]*

CITY OF NEW BRAUNFELS, TEXAS  
(acting by and through New Braunfels Utilities)

By: \_\_\_\_\_  
Chief Executive Officer

Address: 263 Main Plaza  
New Braunfels, Texas 78130

*[signature page to Paying Agent/Registrar Agreement]*

ANNEX A  
TO PAYING AGENT/REGISTRAR AGREEMENT

Bank's Fees and Charges

PRICING CERTIFICATE

Dated: May [20], 2025

We, the undersigned, City Manager of the City of New Braunfels, Texas (the "City") and the Chief Executive Officer of New Braunfels Utilities, jointly acting as the Pricing Officer pursuant to the authority granted to us by an ordinance adopted by the City Council of the City on May 12, 2025 (the "Ordinance"), relating to the issuance of the "CITY OF NEW BRAUNFELS, TEXAS, UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2025" (the "Bonds"), do hereby make the following determinations, findings, approvals and designations relating to the Bonds:

1. Capitalized terms not otherwise defined herein have the meanings assigned in the Ordinance.

2. The Bonds are hereby designated as the "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2025."

3. The aggregate principal amount of Commercial Paper Notes to be refunded by the Bonds is as follows: \$\_\_\_\_\_ principal amount of the "City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019A" (the "Refunded CP Notes").

4. The Series 2015 Bonds to be refunded are hereby identified as follows: "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2015" dated January 15, 2015, being all of such bonds scheduled to mature on July 1 in each of the years 20\_\_, 20\_\_ and 20\_\_ and a portion of such bonds maturing on July 1, 20\_\_\_\_, and aggregating in the principal amount of \$\_\_\_\_\_ (the "Series 2015 Refunded Bonds") and called for redemption on \_\_\_\_\_, 2025 at the price of par plus accrued interest to the date of redemption.

5. The Series 2016 Bonds to be refunded are hereby identified as follows: "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2016" dated March 1, 2016, being all of such bonds scheduled to mature on July 1 in each of the years 20\_\_, 20\_\_ and 20\_\_ and a portion of such bonds maturing on July 1, 20\_\_\_\_, and aggregating in the principal amount of \$\_\_\_\_\_ (the "Series 2016 Refunded Bonds") and called for redemption on \_\_\_\_\_, 2025 at the price of par plus accrued interest to the date of redemption.

6. The Bond Date of the Bonds shall be May 15, 2025.

7. The principal amount of the Bonds shall be \$\_\_\_\_\_.

8. The net present value debt service savings of the refunding of the Refunded Bonds is \_\_\_\_\_% [ net of the City's contribution].. [There will not be a City contribution to accomplish the refunding of the Refunded Bonds.] [Pursuant to Section \_\_\_ of the Ordinance, on or immediately prior to the date of the delivery of the Bonds, \$\_\_\_\_\_, consisting of moneys on deposit in the interest and sinking fund maintained for the payment of the Refunded Bonds, shall be transferred in immediately available funds to the [Escrow Agent][paying agent for the Refunded Bonds] to accomplish the refunding.]

9. The maximum interest rate for the Bonds does not exceed \_\_\_\_\_%.

10. The maximum maturity date of the Bonds does not exceed July 1, 20\_\_\_\_\_.

11. The Bonds shall become due and payable on July 1 in each of the years and bear interest at the per annum rates as follows:

| <u>Year of Stated Maturity</u> | <u>Principal Amount (\$)</u> | <u>Interest Rate (%)</u> |
|--------------------------------|------------------------------|--------------------------|
| 2025                           |                              |                          |
| 2025                           |                              |                          |
| 2026                           |                              |                          |
| 2027                           |                              |                          |
| 2028                           |                              |                          |
| 2029                           |                              |                          |
| 2030                           |                              |                          |
| 2031                           |                              |                          |
| 2032                           |                              |                          |
| 2033                           |                              |                          |
| 2034                           |                              |                          |
| 2035                           |                              |                          |
| 2036                           |                              |                          |
| 2037                           |                              |                          |
| 2038                           |                              |                          |
| 2039                           |                              |                          |
| 2040                           |                              |                          |
| 2041                           |                              |                          |
| 2042                           |                              |                          |
| 2043                           |                              |                          |
| 2044                           |                              |                          |
| 2045                           |                              |                          |
| 2046                           |                              |                          |
| 2047                           |                              |                          |
| 2048                           |                              |                          |
| 2049                           |                              |                          |
| 2050                           |                              |                          |
| 2051                           |                              |                          |
| 2052                           |                              |                          |
| 2053                           |                              |                          |
| 2054                           |                              |                          |
| 2055                           |                              |                          |
| 2056                           |                              |                          |

12. Interest on the Bonds shall accrue from the Bond Date and shall be payable semiannually on January 1 and July 1 in each year commencing July 1, 2025, until maturity or prior redemption.

13. (a) Optional Redemption. The Bonds having Stated Maturities on and after July 1, 20\_\_\_ shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on July 1, 20\_\_\_ or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least forty-five (45) days prior to an optional redemption date for the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the City.

(b) Mandatory Redemption. The Bonds having Stated Maturities of July 1 in each of the years of 20\_\_\_ and 20\_\_\_ (collectively, the "Term Bonds") shall be subject to mandatory

redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

| <u>Term Bonds due July 1, 20__</u> |                              | <u>Term Bonds due July 1, 20__</u> |                              |
|------------------------------------|------------------------------|------------------------------------|------------------------------|
| <u>Redemption Date</u>             | <u>Principal Amount (\$)</u> | <u>Redemption Date</u>             | <u>Principal Amount (\$)</u> |
| July 1, 20__                       |                              | July 1, 20__                       |                              |
| July 1, 20__                       |                              | July 1, 20__                       |                              |
| July 1, 20__                       |                              | July 1, 20__                       |                              |
| July 1, 20__                       |                              | July 1, 20__                       |                              |
| July 1, 20__*                      |                              | July 1, 20__                       |                              |
|                                    |                              | July 1, 20__*                      |                              |

\*stated maturity date

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Bonds, the Paying Agent/Registrar shall select by lot the numbers of the Term Bonds within the applicable Stated Maturity to be redeemed on the next following July 1 from moneys set aside for that purpose in the Bond Fund (as defined in the Ordinance). Any Term Bond not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.

(c) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Bonds as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bonds by \$5,000 and shall select the Bonds to be redeemed within such Stated Maturity by lot.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Bond is subject

by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as herein provided or waived, such Bond (or the principal amount thereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance and this Pricing Certificate have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisite set forth in such notice of redemption; and, if a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

14. The Bonds authorized and approved by the Ordinance are hereby sold by the City to Piper Sandler & Co., RBC Capital Markets, LLC and Texas Capital Securities (herein referred to collectively as the “Purchasers”) in accordance with the Purchase Contract (the “Purchase Contract”), dated May \_\_\_\_\_, 2025, attached hereto as **Exhibit A** and incorporated herein by reference as a part of this Pricing Certificate for all purposes. The Pricing Officer, as authorized and directed in the Ordinance to determine the terms and provisions in accordance with the Ordinance, such terms being in the best interests of the City, and to execute said Purchase Contract for and on behalf of the City and as the act and deed of the City Council, has so executed such Purchase Contract as the City Council’s act and deed. The representations, warranties and agreements of the City contained therein are true and correct in all material respects and shall be honored and performed by the City.

Furthermore, the use of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by the Mayor and City Secretary, either or both of said officials), shall be and is hereby in all respects approved, and the Purchasers may and shall use and distribute said final Official Statement, dated May \_\_\_\_\_, 2025, in the reoffering, sale and delivery of the Bonds to the public.

15. The form of the Bonds, including the Initial Bond(s), shall be as set forth in **Exhibit B** attached hereto and incorporated herein by reference as a part hereof for all purposes.

16. The financial information and operating data with respect to the City to be provided annually in accordance with Section 48 of the Ordinance is the financial and operating data of the general type included in the Official Statement and included in Appendix A of the Official Statement under the headings “UTILITY SYSTEM INDEBTEDNESS,” “UTILITY SYSTEM REVENUE BONDS CONSOLIDATED DEBT REQUIREMENT SCHEDULE,” “THE NEW BRAUNFELS UTILITIES – ‘NBU’s Electric System,’ ‘NBU’s Water System,’ ‘NBU’s Sewer System,’” and “HISTORICAL OPERATING RESULTS.” The City will provide the updated information to the MSRB within 6 months after the end of each fiscal year ending in or after 2025. Additionally, the City will provide audited financial statements, as attached to the Official Statement in APPENDIX C (if NBU commissions an audit and it is completed by the required

time). If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available. The accounting principles referred to in such Section with respect to the City are the accounting principles described in the notes to the financial statement appearing in Appendix C to the Official Statement.

17. The amount on deposit in the Reserve Fund as of the date hereof is \$\_\_\_\_\_ (the "Current Reserve"). By reason of the issuance of the Bonds, the Required Reserve in the Reserve Fund shall be \$\_\_\_\_\_, which is more than the Current Reserve. \$\_\_\_\_\_ of Bond proceeds and \$\_\_\_\_\_ of lawfully available funds of the City will be deposited to the Reserve Fund on the date of the initial delivery of the Bonds.

18. Of the proceeds of sale of the Bonds, \$\_\_\_\_\_ for the refunding of the Refunded CP Notes and \$\_\_\_\_\_ for the refunding of the Refunded Bonds shall be deposited with the escrow agent pursuant to the Escrow Agreement referred to in paragraph 19 below, \$\_\_\_\_\_ shall be deposited to the Reserve Fund pursuant to paragraph 17 above, accrued interest in the amount of \$\_\_\_\_\_ shall be deposited into the Bond Fund and the remaining proceeds of the Bonds are designated to pay costs of issuance.

19. The selection and appointment of Zions Bancorporation, National Association to serve as escrow agent is hereby approved and confirmed. An "Escrow Agreement" (the "Escrow Agreement") substantially in the form attached hereto as **Exhibit C** is hereby approved as to form and content. The Chief Executive Officer of New Braunfels Utilities is authorized and directed in the Ordinance to execute said Escrow Agreement for and on behalf of the City and as the act and deed of the City Council.

20. In order to provide for the refunding, discharge and retirement of the Series 2015 Refunded Bonds, the Series 2015 Refunded Bonds, in the amount set forth in paragraph 4 hereof, are hereby called for redemption on \_\_\_\_\_, 2025, at the price of par plus accrued interest to the redemption date. A notice of such redemption of the Series 2015 Refunded Bonds shall be given in accordance with the applicable provisions of the ordinance adopted by the City Council of the City authorizing the issuance thereof and related pricing certificate. A form of the notice of redemption to be sent to holders in accordance with the provisions of the Ordinance and the ordinance authorizing the issuance of the Series 2015 Refunded Bonds and related pricing certificate is attached hereto as **Exhibit D-1** and incorporated herein by reference as a part hereof for all purposes.

21. In order to provide for the refunding, discharge and retirement of the Series 2016 Refunded Bonds, the Series 2016 Refunded Bonds, in the amount set forth in paragraph 5 hereof, are hereby called for redemption on \_\_\_\_\_, 2025, at the price of par plus accrued interest to the redemption date. A notice of such redemption of the Series 2016 Refunded Bonds shall be given in accordance with the applicable provisions of the ordinance adopted by the City Council of the City authorizing the issuance thereof and related pricing certificate. A form of the notice of redemption to be sent to holders in accordance with the provisions of the Ordinance and the ordinance authorizing the issuance of the Series 2016 Refunded Bonds and related pricing certificate is attached hereto as **Exhibit D-2** and incorporated herein by reference as a part hereof for all purposes.

22. The Refunded CP Notes will be paid on their maturity date of \_\_\_\_\_, 20\_\_\_\_\_.

23. Section 10(h) of the Ordinance is hereby modified to read:

The term "Government Obligations" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America and (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

24. The findings and determinations of the City Council contained in the preamble recitals of the Ordinance are hereby incorporated by reference and made a part of the Ordinance for all purposes as if the same were restated in full in the Ordinance.

*[Remainder of page left blank intentionally]*

APPROVED, as of the date first above written.

CITY OF NEW BRAUNFELS, TEXAS

By: \_\_\_\_\_  
City Manager and Pricing Officer

NEW BRAUNFELS UTILITIES

By: \_\_\_\_\_  
Chief Executive Officer and Pricing Officer

*[signature page to Pricing Certificate]*



The Issuer hereby authorizes the office of the Attorney General of Texas to date this certificate the date of delivery of its approving opinion, and agrees to notify the office of the Attorney General of Texas of any changes with respect to this certificate or any bond documents to which it is a party that are made between the date of such opinion and the date of closing.

*[remainder of this page intentionally left blank]*

DELIVERED this \_\_\_\_\_.

SIGNATURE

OFFICIAL TITLE

\_\_\_\_\_

Neal Linnartz, Mayor  
City of New Braunfels, Texas

\_\_\_\_\_

Robert Camareno, City Manager  
City of New Braunfels, Texas

\_\_\_\_\_

Gayle Wilkinson, City Secretary  
City of New Braunfels, Texas

THE STATE OF TEXAS                   §  
COUNTY OF COMAL                   §

The undersigned, a Notary Public, hereby represents and certifies that personally appeared the foregoing individuals, known to me to be the persons and officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence and in the capacity represented.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of May, 2025.

\_\_\_\_\_  
Notary Public, State of Texas

(Notary Seal)

*[signature page to Signature and No-Litigation Certificate – signatures continue on next page]*

SIGNATURE

OFFICIAL TITLE

\_\_\_\_\_

Ryan Kelso, Chief Executive Officer  
New Braunfels Utilities

\_\_\_\_\_

Dawn Schriewer, Chief Financial Officer  
New Braunfels Utilities

THE STATE OF TEXAS   §  
COUNTY OF COMAL    §

The undersigned, a Notary Public, hereby represents and certifies that personally appeared the foregoing individuals, known to me to be the persons and officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence and in the capacity represented.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public, State of Texas

(Notary Seal)

*[signature page to Signature and No-Litigation Certificate]*

5/12/2025

Agenda Item No. C)

**PRESENTER:**

Carly Farmer, Assistant City Engineer

**SUBJECT:**

Public hearing and first reading of an ordinance to amend Section 126-346 of the Code of Ordinances of the City of New Braunfels to revise no parking zones on Butcher Street.

**DEPARTMENT:** Transportation and Capital Improvements**COUNCIL DISTRICTS IMPACTED:** 1 & 5**BACKGROUND INFORMATION:**

Staff received a request from a resident within the 800 block of Butcher Street to remove the no parking zone in front of their house. The resident requested this removal due to the inconvenience of not being able to park in front of their home and the fact that a school was not rebuilt after the previous New Braunfels ISD (NBISD) Ninth Grade Center located at 659 S Guenther Avenue was demolished.

Butcher Street is a local street located between S Academy Avenue and Business 35. Adjacent land use for Butcher Street mainly consists of single-family homes with some commercial and multifamily properties. Two NBISD properties also have access to Butcher Street: Carl Schurz Elementary School and the former Ninth Grade Center, now demolished. Butcher Street currently has parking restrictions on the south side of the street in between Magazine Avenue and Avenue A. The parking restrictions are all-hours from the intersection with Avenue A to the intersection with Willow Avenue and from the intersection with S Guenther Avenue westerly for a distance of 180 feet. The parking restrictions are only between the hours of 7:00 a.m. to 9:00 a.m. and from 2:00 p.m. to 4:00 p.m. on school days from the intersection with Guenther Avenue to the intersection with Magazine Avenue and from the intersection with Willow Avenue to a point 180 feet westerly from the intersection with S Guenther Avenue.

As part of the evaluation for the request, city staff performed site observations for school traffic. During school pick-up and drop-off for Carl Schurz Elementary School, vehicles were observed queueing and parking along W Coll Street and S Guenther Avenue. No vehicles were observed parking or queueing on Butcher Street. City staff inquired about the future of the NBISD property at 659 S Guenther Avenue and confirmed that no future schools are planned for the site in the next few years, so future parking and queueing behavior associated with a new school is not anticipated.

An engineering investigation and study were conducted to determine what parking restrictions are necessary on Butcher Street based on street safety and functionality. Based on street standards and general ordinances for on-street parking, three standard pavement width ranges are used to determine parking restriction conditions:

- Pavement width is less than 18 feet- parking restrictions on both sides of the street

- 
- Pavement width is between 18 and 28 feet- parking restrictions on one side of the street
  - Pavement width is at least 28 feet- no parking restrictions on the street

A field survey of pavement width was conducted for Butcher Street between Magazine Avenue and Avenue A. The pavement widths between Magazine Avenue and S Guenther Street were between 28 and 31 feet. The pavement widths between S Guenther Street and Avenue A ranged from 25 to 27 feet. Based on the measured pavement widths, it is recommended to remove all parking restrictions on Butcher Street between Magazine Avenue and S Guenther Avenue and maintain an all-hours parking restriction on one side of Butcher Street from S Guenther Avenue to Avenue A. The recommended no parking zone is proposed to remain on the south side of Butcher Street to be consistent with existing restrictions locations. Staff did not identify the need to continue any parking restrictions specific to school days or times.

The public hearing will be at a future City Council meeting and notices will be sent in advance of the meeting to all properties adjacent to the proposed parking changes.

**ISSUE:**

A resident on Butcher Street requested that the no parking zone in front of their home be removed.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

Traffic control signs cost approximately \$150 each. Sufficient funding is available in the FY 2025 Approved Streets and Drainage Budget.

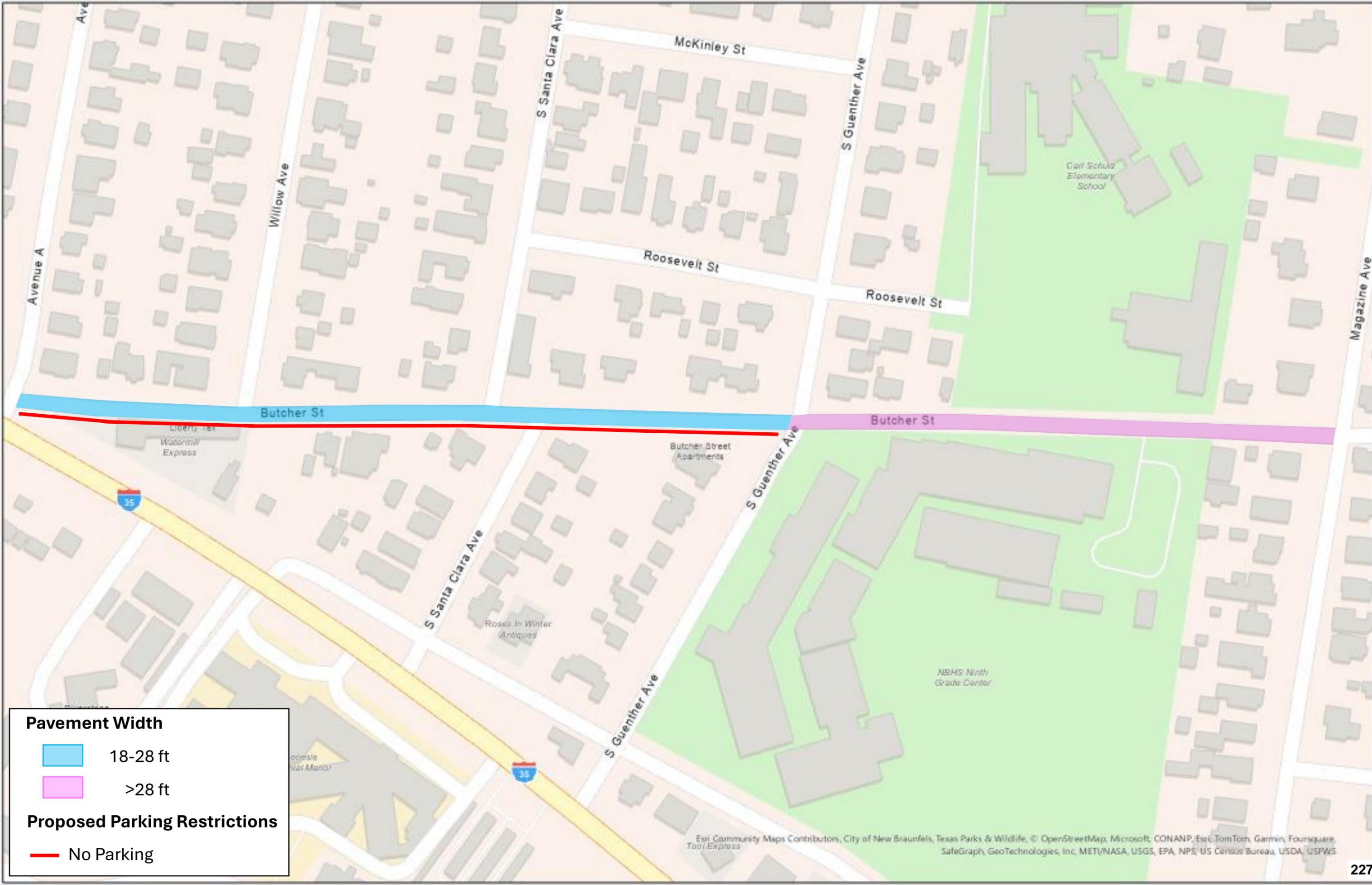
**RECOMMENDATION:**

**Transportation and Traffic Advisory Board**

The Transportation and Traffic Advisory Board unanimously recommended approval at their April 10, 2025 meeting.

**Staff**

Staff recommends revising the parking ordinance to restrict parking on the south side of Butcher Street from the intersection with S Guenther Avenue to the intersection with Avenue A. The proposed no parking area is to be daily during all hours.



**ORDINANCE NO. 2025-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW  
BRAUNFELS, TEXAS, AMENDING SECTION 126-346 TO REVISE  
PARKING RESTRICTIONS ON BUTCHER STREET**

---

WHEREAS, after engineering and field investigation, the City Engineer has recommended that traffic control signs be installed on certain streets, avenues, thoroughfares and boulevards within the corporate limits of the City of New Braunfels in order to protect the health, safety and welfare of the citizens.

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

**I.**

THAT the City of New Braunfels Code of Ordinances Section 126-346 (f) is hereby amended as follows:

(13) On the south side of Butcher Street from the intersection with S Guenther Avenue to the intersection with Avenue A. Such no parking zone shall be designated as a tow-away zone.

(14) Reserved.

**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 12th day of May, 2025.

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

CITY OF NEW BRAUNFELS, TEXAS

\_\_\_\_\_  
*NEAL LINNARTZ, MAYOR*

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
*VALERIA M. ACEVEDO, CITY ATTORNEY*

5/12/2025

Agenda Item No. D)

---

**PRESENTER:**

Gayle Wilkinson, City Secretary

**SUBJECT:**

Discuss and consider approval of an ordinance declaring the canvass and result of the General Election held on May 3, 2025, to elect two members of the New Braunfels City Council; containing a savings clause; declaring an effective date upon one reading.

**DEPARTMENT:** City Secretary**COUNCIL DISTRICTS IMPACTED:** Districts 1 and 2**BACKGROUND INFORMATION:**

Consistent with Texas Election laws, the City of New Braunfels is required to canvass and declare the results of its duly ordered elections. On February 10, 2025, the City Council of the City of New Braunfels ordered a General Election to be held on Saturday, May 3, 2025, for the purpose of electing councilpersons for New Braunfels City Council Districts 1 and 2. The City Council has investigated all matters pertaining to the general election, including the order, giving notice, officers, holding and making returns of the general election, all as required by applicable federal, state, and local law, and determines that this election was duly ordered; proper notice of this election was given; proper election officers were duly appointed prior to this election; the election was duly held; the City has complied with the federal, state, and local law; and due returns of the result of this election have been made and delivered, all in accordance with the law and the Ordinance calling the election.

**ISSUE:**

Whether to approve the ordinance that accepts the May 3, 2025, general election canvass returns and results.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Staff recommends approval of the ordinance accepting the general election canvass returns and election results.

**ORDINANCE NO. 2025-\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, CANVASSING THE RETURNS OF THE GENERAL ELECTION OF NEW BRAUNFELS, TEXAS, COMAL AND GUADALUPE COUNTIES, HELD ON SATURDAY, MAY 3, 2025, TO ELECT TWO MEMBERS TO THE NEW BRAUNFELS CITY COUNCIL FOR DISTRICT ONE (1) AND DISTRICT TWO (2), EACH FOR A THREE (3)- YEAR TERM, DECLARING THE RESULTS OF SAID ELECTION, DECLARING AN EFFECTIVE DATE UPON ONE READING.**

**WHEREAS**, on the 10<sup>th</sup> day of February 2025, the City Council of the City of New Braunfels ordered a General Election to be held on Saturday, May 7, 2022, for the purpose of electing councilpersons for New Braunfels City Council Districts One (1) and Two (2); and

**WHEREAS**, the City Council has investigated all matters pertaining to said election, including the ordering, giving notice, officers, holding and making returns of said election, all as required by applicable federal, state, and local law; and

**WHEREAS**, the election officers who held said election have duly made the returns of the result thereof, said returns have been duly delivered to the City Council, and it is now necessary to declare the official results of the canvass;

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

**SECTION 1.** The City Council having convened on this the 12th day of May 2025, to canvass the returns of the General Election held on May 3, 2025, and after canvassing the returns of this election, officially finds and determines that this election was duly ordered; proper notice of this election was given; proper election officers were duly appointed prior to this election; the election was duly held; the City has complied with the federal, state, and local law; and due returns of the result of this election have been made and delivered, all in accordance with the law and the Ordinance calling the election.

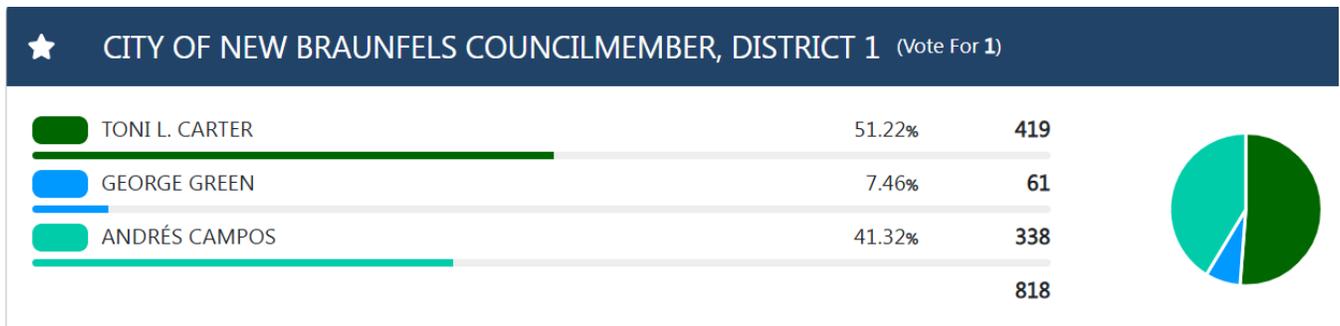
**SECTION 2.** The Mayor and City Council of the City of New Braunfels, after opening the returns of the election received from the election judges and delivered to the City Secretary, do officially find and declare the results of the May 3, 2025, General Election to be as follows:

[continue to next page]

**GENERAL ELECTION – FOR MEMBERS OF CITY COUNCIL**

**DISTRICT ONE**

**Comal County 05-12-2025 – Final Results**



## Guadalupe County 05-12-2025 – Final Results

### CITY OF NEW BRAUNFELS COUNCIL MEMBER DISTRICT 1

Vote For 1

|                         | TOTAL     | VOTE %         | Election Day | Early Voting | Absentee |
|-------------------------|-----------|----------------|--------------|--------------|----------|
| Toni L. Carter          | 20        | 74.07%         | 12           | 8            | 0        |
| George Green            | 3         | 11.11%         | 1            | 2            | 0        |
| Andrés Campos           | 4         | 14.81%         | 3            | 1            | 0        |
| <b>Total Votes Cast</b> | <b>27</b> | <b>100.00%</b> | <b>16</b>    | <b>11</b>    | <b>0</b> |
| Overvotes               | 0         |                | 0            | 0            | 0        |
| Undervotes              | 0         |                | 0            | 0            | 0        |
| Contest Totals          | 27        |                | 16           | 11           | 0        |

### DISTRICT TWO

## Guadalupe County 05-12-2025 – Final Results

### CITY OF NEW BRAUNFELS COUNCIL MEMBER DISTRICT 2

Vote For 1

|                         | TOTAL      | VOTE %         | Election Day | Early Voting | Absentee |
|-------------------------|------------|----------------|--------------|--------------|----------|
| Mike Capizzi            | 287        | 57.29%         | 105          | 178          | 4        |
| Christopher Willis      | 214        | 42.71%         | 59           | 151          | 4        |
| <b>Total Votes Cast</b> | <b>501</b> | <b>100.00%</b> | <b>164</b>   | <b>329</b>   | <b>8</b> |
| Overvotes               | 0          |                | 0            | 0            | 0        |
| Undervotes              | 0          |                | 0            | 0            | 0        |
| Contest Totals          | 501        |                | 164          | 329          | 8        |

**SECTION 3.** Voting numbers are also broken out by precinct and attached to this ordinance in the New Braunfels Canvass Report provided by Comal and Guadalupe County through their contract for holding a joint election and are incorporated for all purposes herein. However, since Comal and Guadalupe Counties were holding joint elections, including elections for certain school districts, some precincts may also include areas which are not within the city limits for the City of New Braunfels and each district had its own ballot for district representation. As a result, the City Council utilized the per district numbers provided by Comal and Guadalupe Counties.

**SECTION 4.** As a result of the May 3, 2025, General Election, the following individual was elected to serve as City Council District 1, with the respective term beginning May 27, 2025:

DISTRICT ONE: Toni Carter 439

and District One was elected by receiving the majority of all votes cast for the office for which she was a candidate, cast by the qualified voters of the City of New Braunfels voting at said election, and is hereby declared to be the lawful and duly elected Council Member for the City of New Braunfels for the district specified.

As a result of the May 3, 2025, General Election, the following individual was elected to serve as City Council Member for District Two, with the respective term beginning on May 27, 2025:

DISTRICT TWO: Michael Capizzi 287

and District Two was elected by receiving the majority of all votes cast for the office for which he was a candidate, cast by the qualified voters of the City of New Braunfels voting at said election, and is hereby declared to be the lawful and duly elected Council Member for the City of New Braunfels for the district specified.

**SECTION 5.** If any part of this ordinance shall be held to be unconstitutional or invalid for any reason, such unconstitutionality or invalidity shall not affect the constitutionality or validity of the remaining parts of this Ordinance. The City Council hereby declares that it would have passed the remaining parts of this ordinance if it had known that such part or parts thereof would have been declared unconstitutional or invalid, and further declares that such remaining parts shall remain in full force and effect; and that the provisions hereof are severable.

**SECTION 6.** It is further ordained that this ordinance shall become effective upon one (1) reading of the City Council as allowed by the City Charter, Section 3.10.

PASSED AND APPROVED: this the 12th day of May 2025.

**CITY OF NEW BRAUNFELS, TEXAS**

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NEAL LINNARTZ, Mayor

**ATTEST:**

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GAYLE WILKINSON, City Secretary

**APPROVED AS TO FORM:**

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VALERIA M. ACEVEDO, City Attorney

5/12/2025

Agenda Item No. A)

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**PRESENTER:**

Carly Farmer, Assistant City Engineer  
Garry Ford, Transportation and Capital Improvements Director

**SUBJECT:**

Presentation, discussion, and possible staff direction on the proposed bikeway improvements on Comal Avenue and E Faust Street.

**DEPARTMENT:** Transportation and Capital Improvements

**COUNCIL DISTRICTS IMPACTED:** 5

**BACKGROUND INFORMATION:**

The Transportation and Capital Improvements Department will provide an update on the proposed bikeway improvements on Comal Avenue and E Faust Street, including an overview of the proposed options, public meeting, and potential pilot project.

**5/12/2025**

Agenda Item No. A)

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**SUBJECT:**

Deliberate and consider the purchase, exchange, lease, contract terms, due diligence, or value of real property in accordance with Section 551.072 of the Texas Government Code:

- Coco Lane Property

**5/12/2025**

Agenda Item No. B)

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**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, specifically:

- Rafael Marfil, et al. v. City of New Braunfels