



CITY OF NEW BRAUNFELS, TEXAS
CITY COUNCIL MEETING



CITY HALL - COUNCIL CHAMBERS
550 LANDA STREET

MONDAY, FEBRUARY 11, 2019 at 6:00 PM

Barron Casteel, Mayor	Matthew E. Hoyt, Councilmember (District 4)
Shane Hines, Councilmember (District 1)	Wayne Peters, Mayor Pro Tem (District 5)
Justin Meadows, Councilmember (District 2)	Leah A. García, Councilmember (District 6)
Harry Bowers, Councilmember (District 3)	Robert Camareno, City Manager

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

INVOCATION: Councilmember Harry Bowers

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

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

PROCLAMATIONS:

- A) George Washington Day
- B) Purple Heart City
- C) Fire Station Historical Marker

PRESENTATIONS:

- A) Update and possible direction to staff regarding amending the membership requirements of the Heritage Commission and the Historic Landmark Commission.
Patrick Aten, City Secretary, and Amy McWhorter, Historic Preservation Officer
- B) Affordable Housing Study
Steve Spillette, Community Development Strategies President

1. MINUTES

- A) Discuss and consider approval of the minutes of the special and regular

City Council meetings of January 28, 2019.
Patrick Aten, City Secretary

2. 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.

3. 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.

Resolutions & Action Items

- A) Approval of a resolution ordering a Regular Election to be held in the City of New Braunfels on May 4, 2019, for Regular City Officers; and establishing an Early Voting Location and Polling Places for this Election; and making provisions for the conduct of the Election.
Patrick Aten, City Secretary
- B) Approval to authorize the City Manager to enter into joint election agreements between the City of New Braunfels and the New Braunfels Independent School District and the Comal Independent School District.
Patrick Aten, City Secretary
- C) Approval of a resolution appointing election officers for the May 4, 2019 Regular and Special Elections.
Patrick Aten, City Secretary
- D) Approval of temporary road closures for the fourth annual Dia de los Muertos Festival on October 26, 2019.
Amy McWhorter, Downtown Development Coordinator
- E) Approval of an expenditure with Exacom, Inc. for the Police Department telephone and radio transmission recording system at a cost of \$32,729.
Tom Wibert, Police Chief
- F) Approval of a resolution to accept grant funds in the amount of \$112,500 for the engineering/design, and \$1,107,617 for the construction, of a regional detention pond, and general aviation apron/taxi lane pavement rehabilitation, from the Texas Department of Transportation - Aviation Division and authorizing the City Manager to accept funds and to execute all contract documents associated with the

grant.

Robert Lee, Airport 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.)

- G) Approval of the second and final reading of an ordinance rezoning 1.795 acres out of the AP Fuquay Survey 35 A-15, addressed at 1193 Gruene Road, from "R-2" Single and Two-family District to "C-O" Commercial Office District.

Christopher J. Looney, Planning and Community Development Director

- H) Approval of the second and final reading of an ordinance enlarging the boundaries of Reinvestment Zone Number One, City of New Braunfels, Texas; amending the project plan and finance plan for the zone to reflect the increased boundaries and include the Phase II Project; amending an economic development agreement between the City of New Braunfels, Texas and A-L 95 Creekside Town Center, L.P. to include the Phase II Project Improvements and estimated costs related thereto; authorizing the execution of a Phase II Tax Increment Participation interlocal agreement; and other matters in connection therewith.

Jared Werner, CFO, and Bart Fowler, City Bond Counsel

4. INDIVIDUAL ITEMS FOR CONSIDERATION

- A) Discuss and consider approval of a resolution ordering a Special Bond Election to be held in the City of New Braunfels on May 4, 2019; and establishing an Early Voting Location and Polling Places for this Election; and making provisions for the conduct of the Election.

Patrick Aten, City Secretary

- B) Discuss and consider approval of a contract with MUNIRevs, Inc d/b/a LODGINGRevs for a short-term rental compliance system and automated licensing and tax remittance system.

Jared Werner, Chief Financial Officer

- C) Discuss and consider approval of the first reading of an ordinance amending Section 86-7 of the Code of Ordinances to include \$20 paid parking on the north side of East San Antonio Street between the intersection with South Liberty Avenue and the Comal River bridge, and \$30 paid parking at the parking spaces on Hinman Island Drive annually from May 1 through Labor Day.

Kristi Aday, Assistant City Manager

- D) Discuss and consider approval of the first reading of an ordinance amending the Code of Ordinances Section 86-7 Operation of Vehicles in Parks revising Subsection (d) by establishing a resident parking pass for Prince Solms Park and Landa Park parking lots located off Elizabeth Avenue.
Kristi Aday, Assistant City Manager
- E) Discuss and consider the proposed bridge rail and light poles for the San Antonio Street Bridge Project over the Comal River as recommended by the San Antonio Street Bridge Steering Committee.
Greg Malatek, Director of Public Works
- F) Discuss and consider approval of the first reading of an ordinance amending Section 126-346 of the Code of Ordinances to restrict parking, standing or stopping along a portion of Rainy Creek.
Garry Ford, City Engineer
- G) Public hearing and first reading of an ordinance amending Section 126-354 of the City of New Braunfels Code of Ordinances to create a new Parking by Permit Area O.
Garry Ford, City Engineer

5. **EXECUTIVE SESSIONS**

In accordance with Texas Government Code, Subchapter D, the City Council may convene in a closed session to discuss any of the following items; any final action or vote taken will be in public.

- A) Deliberate the purchase, exchange, lease or value of real estate in accordance with Section 551.072 of the Texas Government Code
- Property for city facilities
- B) Deliberate pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, and to deliberate the purchase of, exchange, lease or value of real property in accordance with Section 551.072, of the Texas Government Code, specifically:
- Landa Park Miniature Railroad
- C) 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:

- New Braunfels Housing Authority/New Braunfels Community Resources, Inc.

NOTE: The City Council reserves the right to retire into executive session concerning any of the items listed on this Agenda whenever it is considered necessary and legally justified under the Open Meetings Act (Chapter 551 of the Texas Government Code).

6. **RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY ACTION RELATING TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE.**
7. **ADJOURNMENT**

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at the New Braunfels City Hall on February 6, 2019, at 12:00 p.m.

Patrick Aten, 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 221-4010 at least two (2) work days prior to the meeting so that appropriate arrangements can be made.

City of New Braunfels



Proclamation

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

WHEREAS, the United States of America was established following the War of Revolution from 1776 to 1783, a war won through the brilliant and courageous leadership of George Washington, revered as the Father of our Nation; and

WHEREAS, George Washington, who lived from 1732 to 1799, mobilized the continental army and led the American colonies against the most powerful country in the world, finally defeating the British at the famous Battle of Yorktown, Virginia; and

WHEREAS, this revered founder of our nation resisted the efforts of many supporters to make him a king or a dictator, instead using his influence and power to support the creation and adoption of the Constitution of the United States; and

WHEREAS, George Washington was elected as the First President of the United States, serving two terms of office from 1789 to 1797, and through his devotion, wisdom and vision, became the exemplar of distinguished leadership for all future presidents; and

WHEREAS, the William Hightower Chapter of the Sons of the American Revolution and the Captain Thomas Moore Chapter of the Daughter of the American Revolution wish to encourage all citizens to recognize the important contributions of George Washington to our Nation by celebrating his birth on Wednesday, February 22, 2019.

NOW, THEREFORE I, BARRON CASTEEL, by virtue of the authority vested in me as Mayor of the City of New Braunfels, Texas, do hereby proclaim the 22nd day of February 2019 as

PRESIDENT GEORGE WASHINGTON DAY

and call upon all citizens to recognize the brilliance, courage and vision of the Father of our Nation and the relevance of his life to the preservation of our democracy in today's complex world.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 11th day of February 2019.

CITY OF NEW BRAUNFELS

BARRON CASTEEL, Mayor

City of New Braunfels



Proclamation

THE STATE OF TEXAS §

COUNTY OF COMAL §

CITY OF NEW BRAUNFELS §

WHEREAS, the City of New Braunfels has great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the United States Armed Forces; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, the contributions and sacrifices of the men and women from New Braunfels who served in the Armed Forces have been vital in maintaining the freedoms and the way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces.

NOW, THEREFORE, I, BARRON CASTEEL, Mayor of the City of New Braunfels, Texas, wish to proclaim the 11th of February 2019 as the day our city is designated a

PURPLE HEART CITY

and to remember and recognize local veterans who are recipients of the Purple Heart Medal.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of New Braunfels to be affixed this 11th day of February 2019.

CITY OF NEW BRAUNFELS

BARRON CASTEEL, Mayor

City of New Braunfels



Proclamation

THE STATE OF TEXAS §

COUNTY OF COMAL §

CITY OF NEW BRAUNFELS §

WHEREAS, the New Braunfels 1918 Fire Station, located at 131 Hill Avenue, has been awarded a Texas Historical Commission Marker designating it to be a Recorded Texas Historical Landmark and the history of the site to be a significant part of Texas history; and

WHEREAS, the designer of the 1918 Fire Station was Leo MJ Dielmann from San Antonio, and the bid was awarded to New Braunfels contractor, Adolph F. Moeller, and

WHEREAS, the two-story brick and mortar building was designed with Mission Revival and Prairie School influences, and represents the first major modernization of firefighting, including mechanical trucks, paid staff, and sixty volunteers, and

WHEREAS, the New Braunfels 1918 Fire Station served as the City's first Fire Station, built seventy-three years after the town was founded in 1845, and served as Fire Station No. 1 for almost seventy years until April 1987 when a new Fire Station No. 1 was built next door; and

WHEREAS, the idea of converting the original Fire Station building into a museum came from Battalion Chief Darren Brinkkoeter; and

WHEREAS, the concept of a Fire Department Museum allowed for much of the original firefighting equipment to be saved and displayed in the museum; and

WHEREAS, a marker dedication will be held at 5:00pm on February 19, 2019, at the New Braunfels 1918 Fire Station.

NOW, THEREFORE, be it resolved that I, Barron Casteel, Mayor of the City of New Braunfels, Texas, wish to commend the New Braunfels Fire Department and the Comal County Historical Commission on their work in obtaining this marker and their dedication to historical preservation and recording the history of New Braunfels and Comal County, and encourage all citizens to recognize and attend this important historical event.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of New Braunfels to be affixed this 11th day of February 2019.

CITY OF NEW BRAUNFELS

BARRON CASTEEL, Mayor

2/11/2019

Agenda Item No. A)

Presenter/Contact

*Patrick Aten, City Secretary, and Amy McWhorter, Historic Preservation Officer
(830) 221-4010 - paten@nbtexas.org*

SUBJECT:

Update and possible direction to staff regarding amending the membership requirements of the Heritage Commission and the Historic Landmark Commission.

BACKGROUND / RATIONALE:

The Historic Museums Association (HMA) is a private non-profit group created in the early 1990s with the charge of promoting the local museums (the Sophienburg Museum and Archives, the New Braunfels Historic Railroad and Modelers Society, the New Braunfels Conservation Society, and the Museum of Texas Handmade Furniture). Per City ordinances, the HMA also has members on the City's Heritage Commission and the Historic Landmark Commission.

In a December 2018 HMA meeting, the members voted to dissolve the HMA for various reasons. This is an opportunity for the museums to have more flexibility on their promotional efforts and budgets, particularly with the availability of social media that did not exist when the HMA was founded.

Presently, the Code of Ordinances reserves three of the seven positions on the Heritage Commission for HMA representatives, and the other four are at-large positions. Staff recommends amending the ordinance to change the three HMA positions to three at-large positions.

Presently, the Code reserves three of the nine positions on the Historic Landmark Commission for HMA representatives; and the other six are for one property owner in a historic district, one representative from the Comal County Historical Commission, and four members at-large. Staff recommends amending the ordinance to remove the three HMA positions and add one additional space for property owners in a historic district and two additional at-large members.

Staff is seeking direction on revising the two ordinances relating to the HMA; the memberships of the Heritage Commission and the Historic Landmark Commission.

Based upon City Council's direction, staff will bring back ordinance revisions at a future City Council meeting.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

N/A

FISCAL IMPACT:

None

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends amending Chapter 66 of the Code of Ordinances for the Heritage Commission to strike the language about members being submitted by the Historic Museums Association.

ARTICLE II. - HERITAGE COMMISSION

Sec. 66-26. - Created; members; terms; appointments.

There is hereby established a commission to be known as the New Braunfels Heritage Commission. Such commission shall be composed of seven citizens of the city who are interested in historic preservation and heritage activities, which shall not include any current paid employees or board members of any organization that requests funding from the New Braunfels Heritage Commission. Such commission shall consist of seven members, ~~no more than three of whom shall be chosen from a list of names submitted by the New Braunfels Historic Museums Association, Inc.,~~ with appointments being made by the city council so that the term of each member of such commission shall be for three years, staggered so that no more than three members shall be appointed each year.

(Code 1961, § 2-41.45; Ord. No. 2009-25, § 2, 5-11-09; Ord. No. 2013-39, § II, 7-22-13)

Sec. 66-27. - Qualifications for appointment.

In determining the criteria for appointment to the heritage commission, the city council shall consider qualified individuals who have shown an interest in the heritage activities of the city.

(Code 1961, § 2-41.46)

Sec. 66-28. - Officers.

The heritage commission shall elect such officers as the members deem necessary to conduct their business affairs.

(Code 1961, § 2-41.47)

Sec. 66-29. - Powers and duties.

The heritage commission appointed by the city council shall serve in an advisory capacity to the city council on matters relating to heritage and historic preservation activities, events and projects that will benefit the citizens of the city. The commission shall advise the city council on uses of any funding that may be available from private

and/or public sources that will benefit any local heritage activity, project or organization serving the citizens of the city; such advice and/or recommendations on uses of funds shall not be restricted in any manner except by law.

(Code 1961, § 2-41.48)

Secs. 66-30—66-50. - Reserved.

Article III

Sec. 66-52. Historic preservation commission.

There is hereby created a commission to be known as the New Braunfels Historic Landmark Commission.

(a) The commission shall consist of nine members. A minimum of six members shall be residents of the city and/or Comal County, or Guadalupe County in the city extraterritorial jurisdiction. The members are appointed, to the extent available in the community, by the City Council as follows:

(1) One person from the Comal County Historical Commission;

(2) ~~One~~ Two property owners from any historic district;

~~(3) Three members of the Historic Museums Association;~~

(4) ~~Four~~ Six members-at-large.

In addition to the nine appointed members the following persons, or their designated representatives, shall serve as ex officio members:

a. The city attorney of the city.

b. The city Planning Director of the city.



Memberships of the Heritage Commission & Historic Landmark Commission

Patrick Aten, City Secretary

Amy McWhorter, Historic Preservation Officer

February 11, 2019

HMA dissolution

Historic Museums Association (HMA)

- Founded in 1990s to promote local museums
- Comprised of museum representatives

December 2018

- HMA voted to dissolve: variety of issues

Board memberships

- HMA has representation on Heritage Commission and Historic Landmark Commission



Heritage Commission



Chapter 66, Section 26

- "...Heritage Commission...shall be composed of seven citizens of the city who are interested in historic preservation and heritage activities, which shall not include any current paid employees or board members of any organization that requests funding from the New Braunfels Heritage Commission. ~~Such commission shall consist of seven members, no more than three of whom shall be chosen from a list of names submitted by the New Braunfels Historic Museums Association, Inc. ...~~"

Historic Landmark Commission



Chapter 66, Section 52

- "...Historic Landmark Commission... shall consist of nine members. A minimum of six members shall be residents of the city and/or Comal County, or Guadalupe County in the city extraterritorial jurisdiction. The members are appointed, to the extent available in the community, by the city council as follows:
 1. One person from the Comal County Historical Commission;
 2. ~~One~~ **Two** property owners from any historic district;
 3. ~~Three members of the Historic Museums Association;~~
 3. ~~Four~~ **Six** members-at-large..."



Questions?



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

2/11/2019

Agenda Item No. B)

Presenter/Contact

Steve Spillette, Community Development Strategies President

SUBJECT:

Affordable Housing Study

New Braunfels 2018 Workforce Housing Study

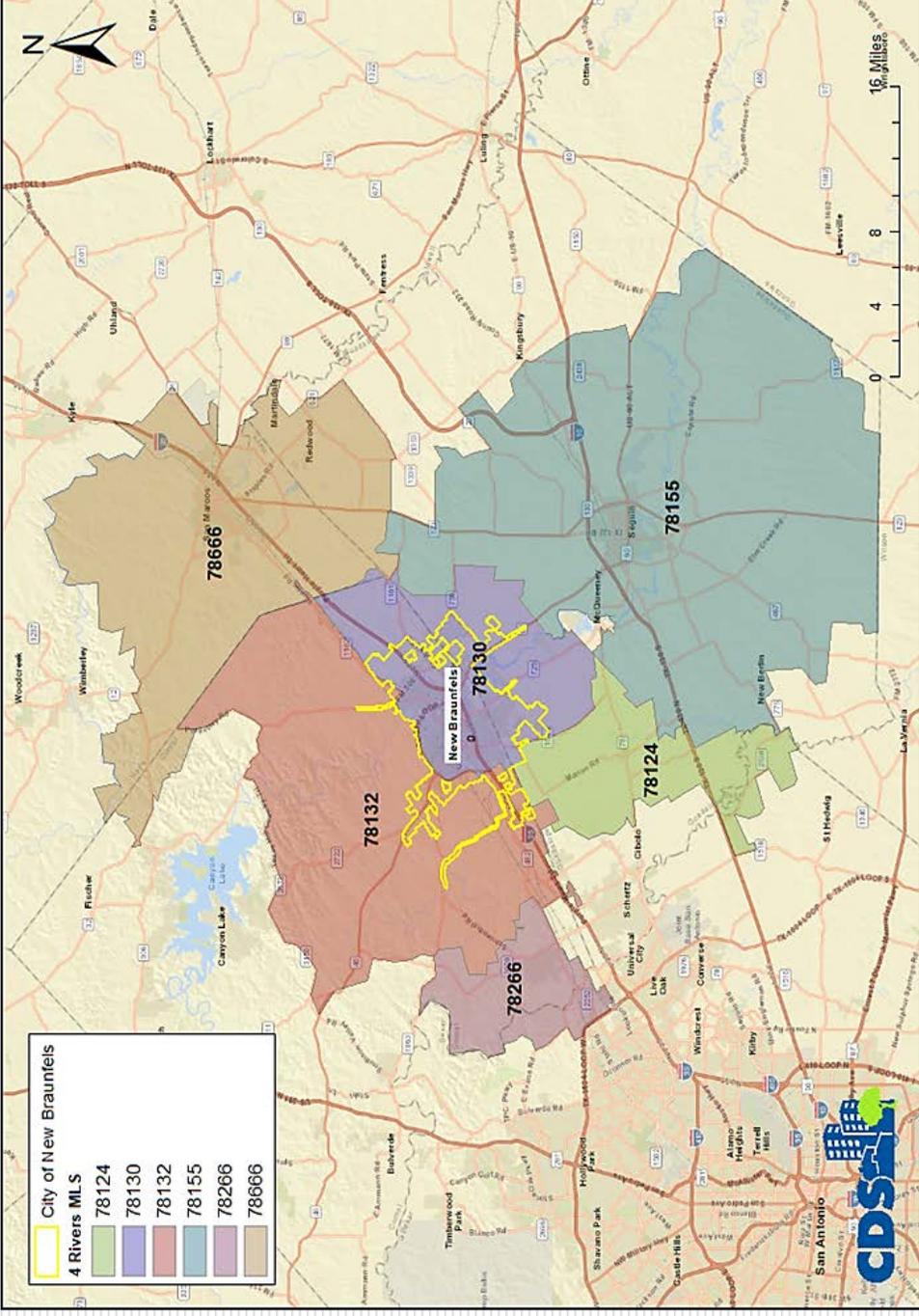
New Braunfels City Council

February 11, 2019



New Braunfels

- Three main geographies or study areas:
- City of New Braunfels
- Comal County
- Surrounding counties and cities of Guadalupe County, Seguin, Converse, Live Oak, Schertz, Selma, Universal City and Windcrest

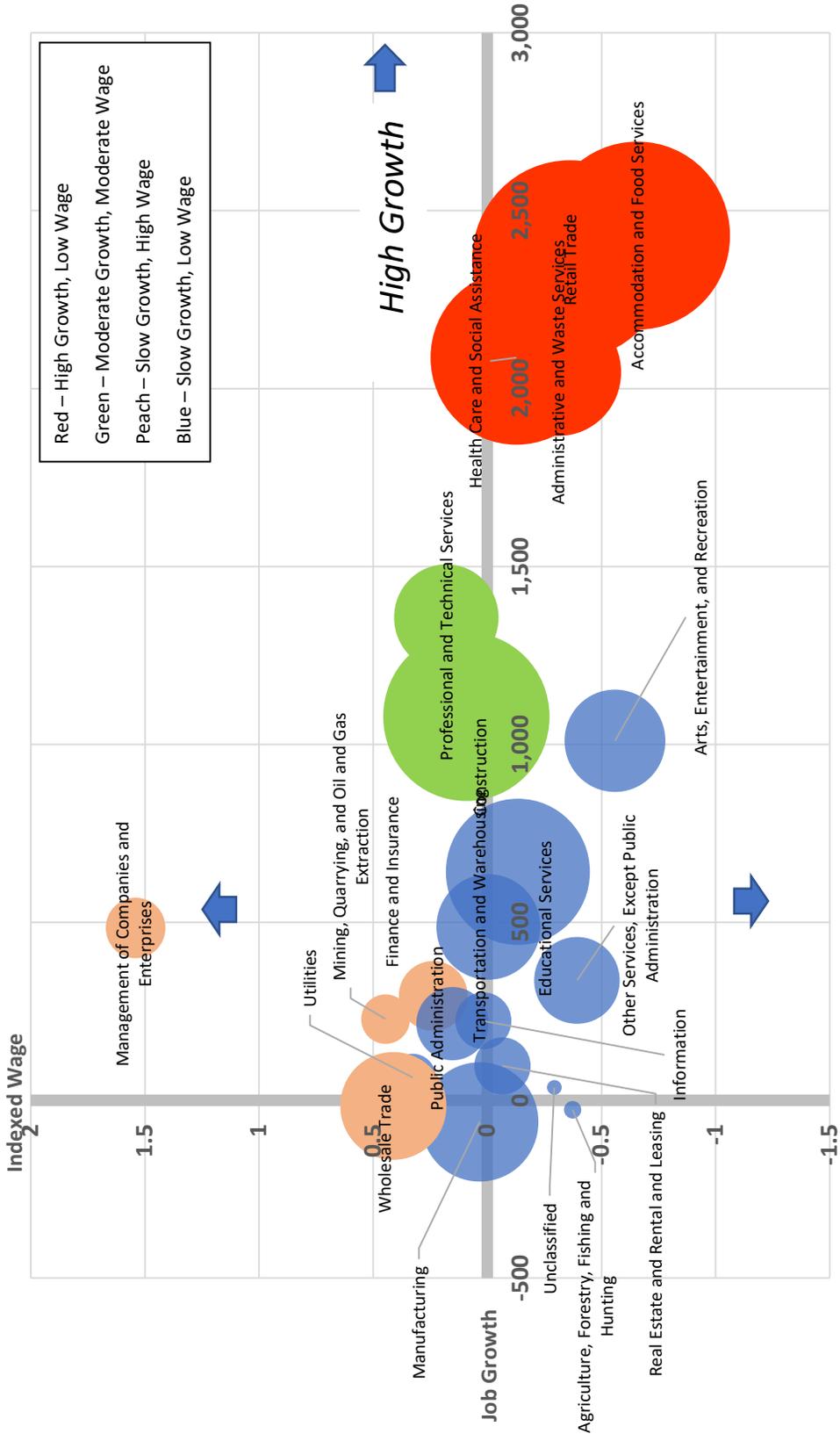


Source: CDS Community Development Strategies

Economic Context

- 70% (23,373) of New Braunfels workers live outside of the city limits (LEHD, 2015).
 - Largest and fastest-growing industry sectors have lower wages
 - Accommodation and Food Services
 - Retail Trade
 - Health Care and Social Assistance
 - Administrative and Waste Services
-

Total Employment Growth (2008-2017) and Average Weekly Wage Index (2017) by Industry – Comal County

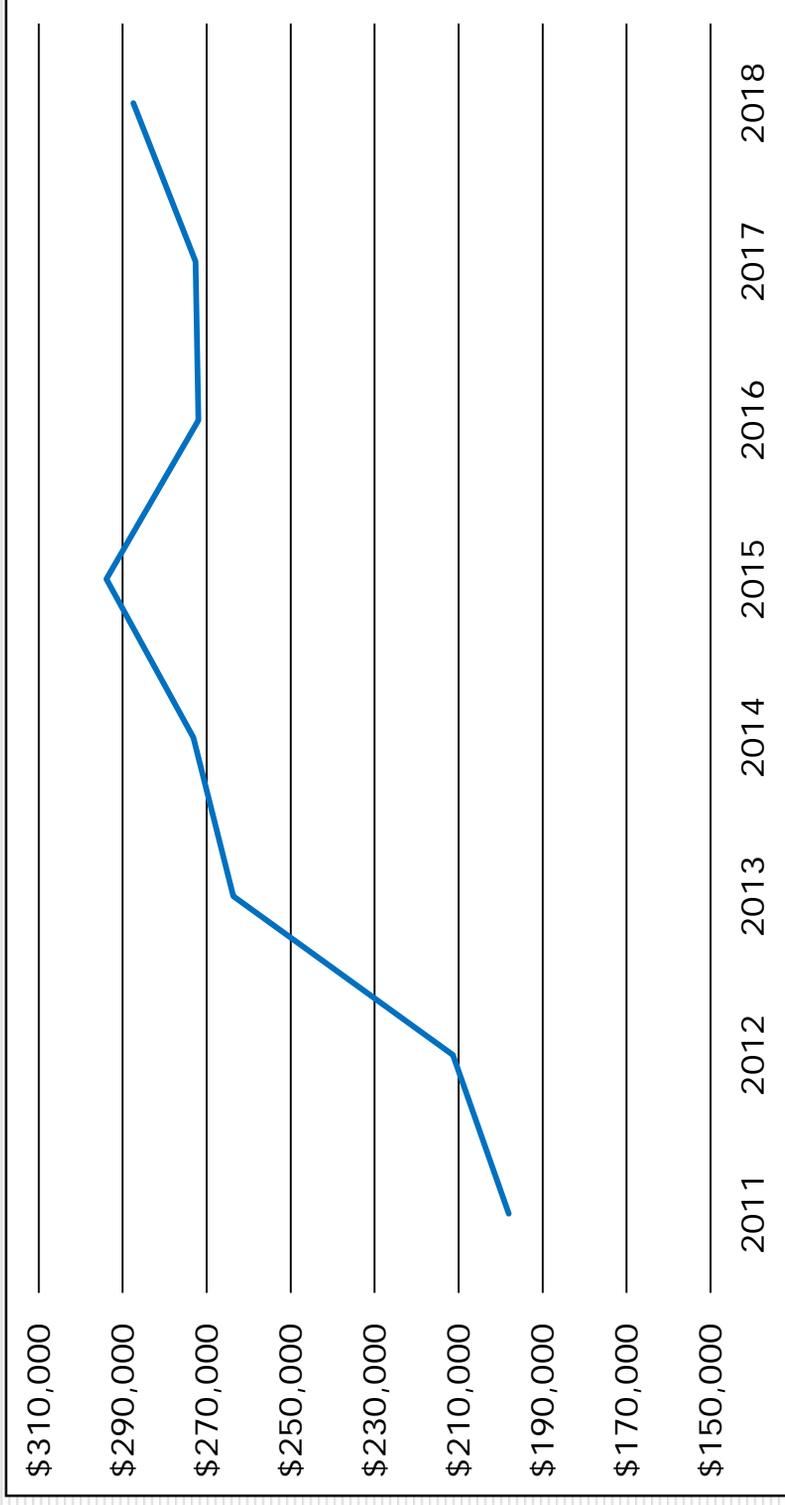


Demographics

- 2017 median household income:
 - Comal County: \$71,000
 - New Braunfels: \$58,814
 - For-sale home price affordable to 2017 New Braunfels median income: **\$220,000** (FHA mortgage)
 - In New Braunfels, **22%** (4,234) of owner-occupied units are housing cost burdened (>30% of gross income).
 - Household incomes \$41,780 - \$60,000: need homes priced **\$150,000 to \$225,000**
-

For-Sale Housing

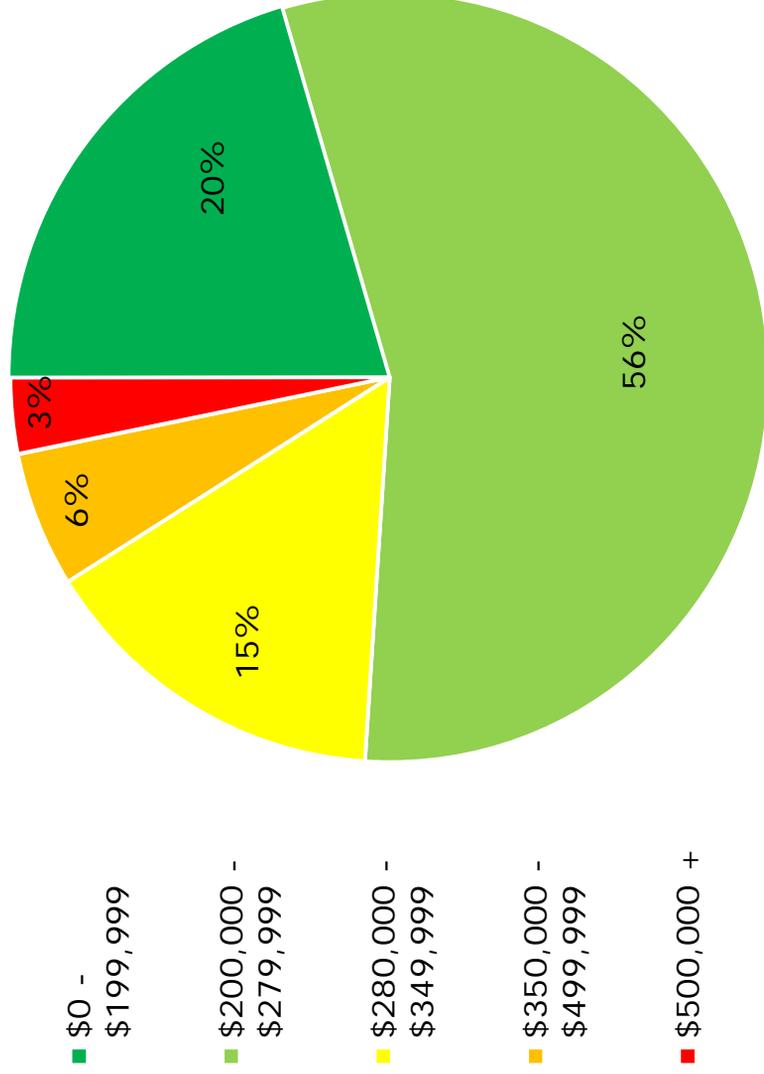
Comal County Median Sales Price, 2011- 2018



Source: Real Estate Center at Texas A&M University

2017-2018 For-Sale Housing

78130/New Braunfels Sales By Price 2017-2018



Source: Multiple Listing Service – Four Rivers Association of Realtors

Affordable For-Sale Calculation

Home price	\$150,000	\$175,000	\$200,000	\$225,000	\$250,000	\$275,000	\$285,000	\$300,000	\$325,000	\$350,000
Down payment	\$5,250	\$6,125	\$7,000	\$7,875	\$8,750	\$9,625	\$9,975	\$10,500	\$11,375	\$12,250
Closing costs	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000	\$11,000	\$11,400	\$12,000	\$13,000	\$14,000
Total up-front costs	\$11,250	\$13,125	\$15,000	\$16,875	\$18,750	\$20,625	\$21,375	\$22,500	\$24,375	\$26,250
FHA Loan amount	\$147,283	\$171,830	\$196,378	\$220,925	\$245,472	\$270,019	\$279,838	\$294,566	\$319,113	\$343,661
Monthly mortgage	\$788	\$920	\$1,051	\$1,182	\$1,314	\$1,445	\$1,498	\$1,577	\$1,708	\$1,839
Monthly MIP	\$104	\$122	\$139	\$156	\$174	\$191	\$198	\$209	\$226	\$243
Monthly home insurance	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125
Monthly taxes	\$27	\$31	\$36	\$40	\$45	\$49	\$51	\$54	\$58	\$63
Total PITI with MIP	\$1,045	\$1,198	\$1,351	\$1,504	\$1,658	\$1,811	\$1,872	\$1,964	\$2,117	\$2,271
Required MGI	\$3,482	\$3,993	\$4,503	\$5,014	\$5,525	\$6,036	\$6,240	\$6,547	\$7,058	\$7,568
Required annual income	\$41,780	\$47,910	\$54,040	\$60,170	\$66,300	\$72,430	\$74,882	\$78,560	\$84,691	\$90,821
Weekly wage	\$803	\$921	\$1,039	\$1,157	\$1,275	\$1,393	\$1,440	\$1,511	\$1,629	\$1,747
Hourly wage equivalent	\$20.09	\$23.03	\$25.98	\$28.93	\$31.88	\$34.82	\$36.00	\$37.77	\$40.72	\$43.66
HUD Family of 4 Classification	VLI	LI	LI	LI	LI					

- Lowest new-build price in New Braunfels currently: **\$225,000**
- Excludes all incomes less than **\$60,000**.

For-Sale Affordable Housing Demand

For-Sale Housing Need by Income Range, 2017

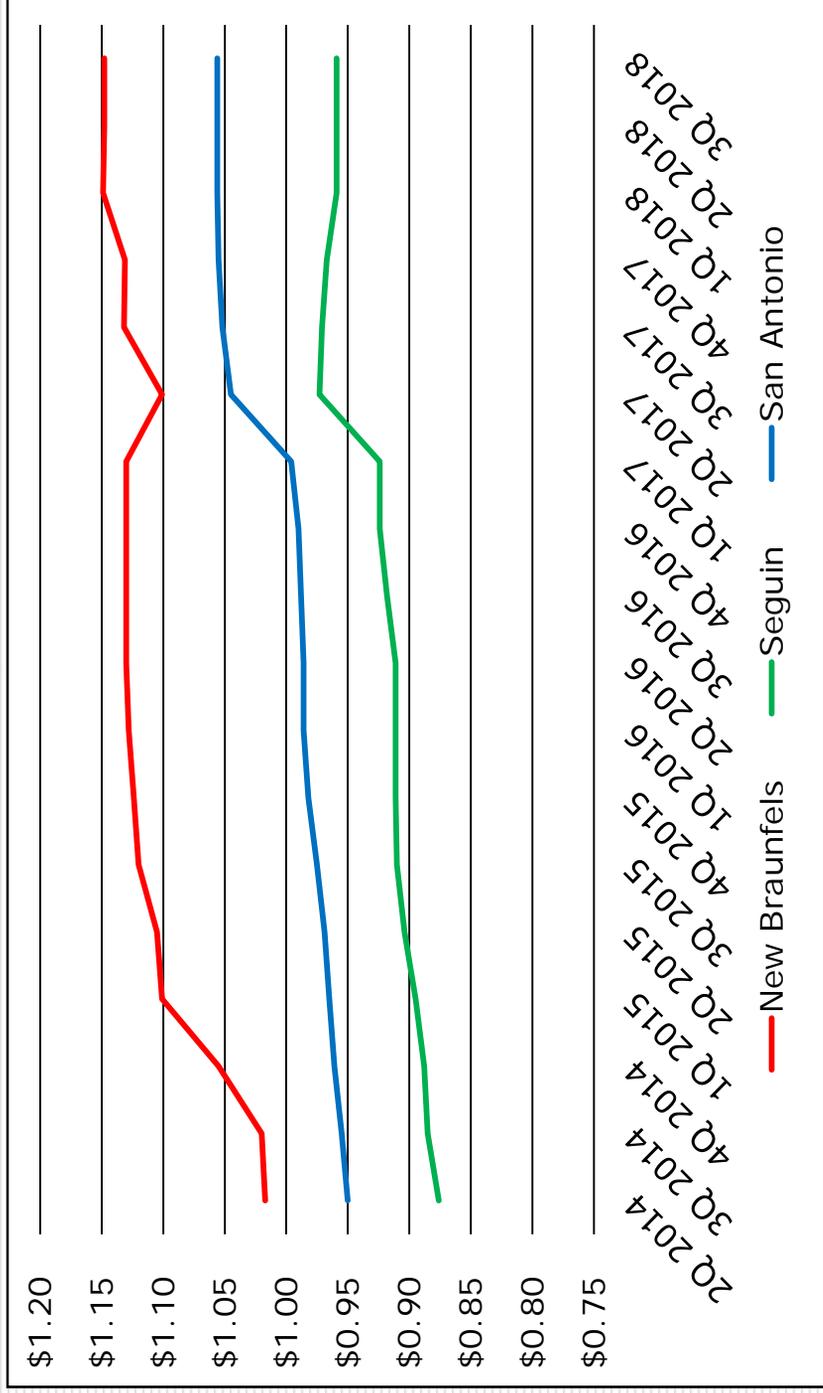
Income Range	# Cost-Burdened Households	Home Price Range Needed
\$20,000 to \$34,999	940	Under \$150,000
\$35,000 to \$49,999	1,065	Under \$200,000
\$50,000 to \$74,999	873	\$200,000 - \$290,000

Total Demand:

- New Braunfels Affordable For-Sale Units
- **2,878**

2017-2018 New Braunfels Rentals

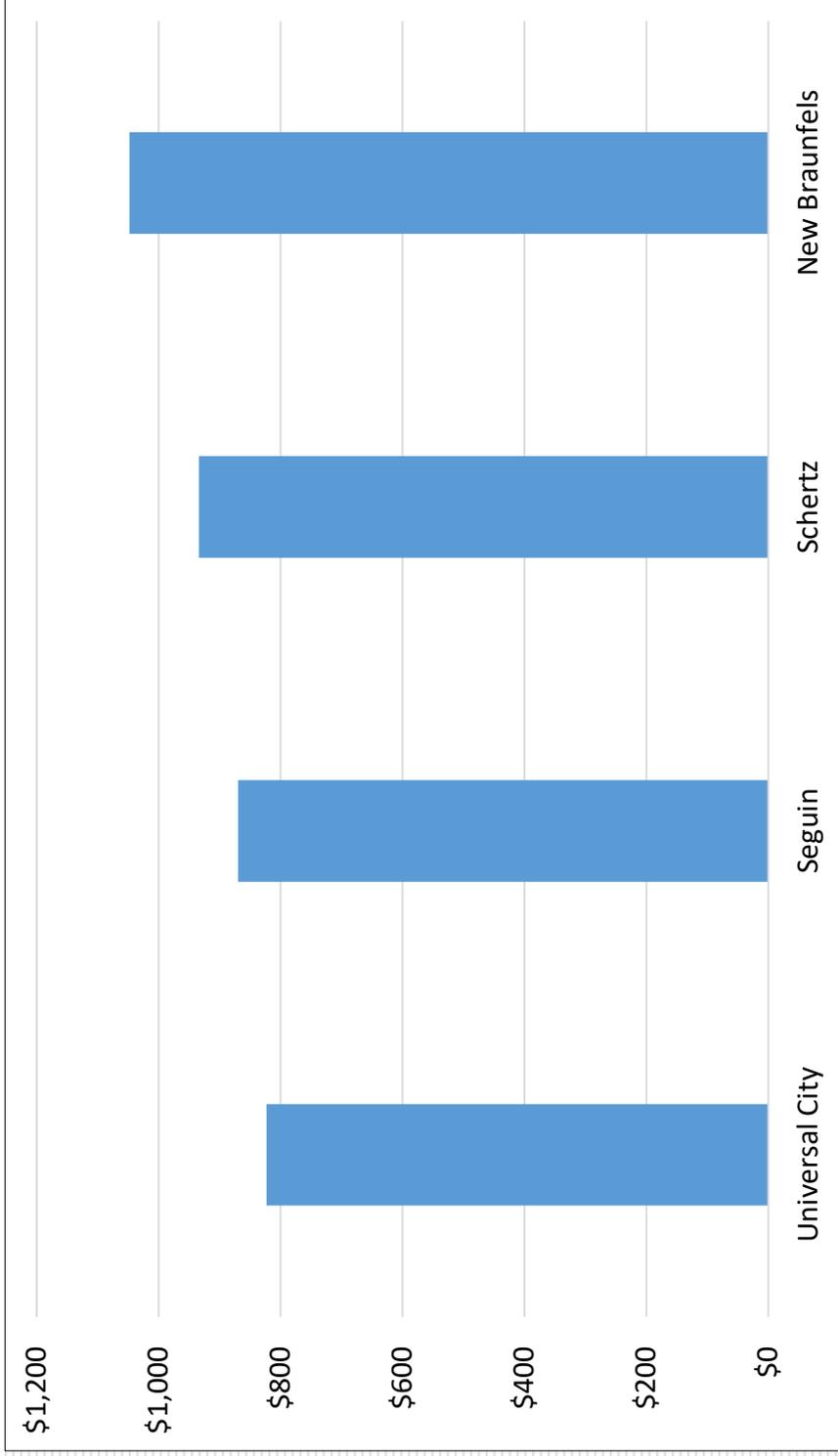
**Multi-family Average Lease Rate per Square Foot, 2014 – 2018,
All Property Classes**



Source: ALN Apartment Data, 2018

2018 Average Lease Rates

Multi-family Average Lease Rate, 2018, All Property Classes



Source: ALN Apartment Data, 2018

Oversaturation of Class-A Apartments

- **5,457 total multi-family units**
- **Class-A** units make up **80% (4,446)** of all units
- **2018 average occupancy of Class-A - 88%**
- **Class-A rents range from \$1,040 - \$1,700**

City	Market Rate Properties	Market Rate Units	Market Rate Avg. Rent	Subsidized/Income Restricted Properties	Subsidized/Income Restricted Units	Subsidize/Income Restricted Avg. Rent
Seguin	10	1,244	\$870	3	408	\$789
Converse	6	1,148	\$1,070	1	224	\$1,005
Live Oak	5	1,561	\$1,030	1	80	\$810
Schertz	6	1,154	\$934	1	68	\$754
Selma	1	280	\$1,079	1	104	\$778
Universal City	13	2,489	\$823	2	234	\$789
New Braunfels	30	5,181	\$1,048	3	276	\$660

2017 Wages and Affordable Rent

Industry	Average Weekly Wage	Hourly Wage	Affordable Maximum Monthly Rent
Accommodation and Food Services	\$328	\$8.20	\$295
Retail Trade	\$610	\$15.25	\$549
Educational Services	\$829	\$20.73	\$746
Health Care and Social Assistance	\$835	\$20.88	\$752
Transportation and Warehousing	\$953	\$23.83	\$858
Construction	\$1,045	\$26.13	\$941

- 2017 Median Income - **\$58,000**
- Affordable Maximum Rent - **\$1,450**

Rental Affordable Housing Demand

Affordable Rental Housing Need by Income Range, 2017

Income Range	# Cost-Burdened Households	Monthly Rent Range Needed
Less than \$20,000	1,718	Under \$500
\$20,000 to \$34,999	1,465	\$500 to \$875
\$35,000 to \$49,999	1,779	\$875 to \$1,250
\$50,000 to \$74,999	413	\$1,250 to \$1,875

Total Demand:

- New Braunfels Affordable Rental Units
- **5,375**

Employee Housing Survey Results

- Workers living outside of the New Braunfels – **housing affordability** and **value** top reason
 - Workers who live in or close to New Braunfels – **proximity** to **employment** top reason
 - Respondents top suggestions:
 1. More middle-class suburban-style subdivision housing
 2. Preserve existing lower cost and older housing
 3. Provide new affordable apartments restricted to tenants with lower incomes
 - Selection of next home - **Price** the most important factor
-

Recommendations

- Support construction of income restricted/subsidized multi-family rental units
 - Temporary housing and housing navigation center/support program for homeless, seasonal and low-income workers
 - Down payment and soft-second mortgage financing assistance programs
 - Could limit to city/county workers, first responders, households below median income
 - Seek out nonprofit housing developer partners
 - Potential partnerships with local employers
-

Recommendations

- Public agency incentives for new housing in target price ranges
 - Streamlined project reviews
 - Reduced fees (for example, impact fees)
 - Infrastructure support / reimbursements
 - Regulatory relaxation (zoning, lot size, allowed types, parking, etc.)
 - Transportation assistance programs
-

Recommendations

- Preservation of existing affordable workforce housing
 - Structural maintenance assistance combined with rent / sale restrictions
 - Most aggressive: property acquisition / land banking, development, land trusts
 - Tax exemptions / freezes
 - Temporary worker housing program
 - RV parks / livable vehicles
 - Manufactured housing / worker camp
 - Mobile tiny homes
-



1001 South Dairy Ashford Street
Suite 450
Houston, TX 77077
www.cdsmr.com

Steve Spillette
President
281-582-0847
sspillette@cdsmr.com



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

2/11/2019

Agenda Item No. A)

Presenter/Contact

Patrick Aten, City Secretary

(830) 221-4010 - paten@nbtexas.org

SUBJECT:

Discuss and consider approval of the minutes of the special and regular City Council meetings of January 28, 2019.

**SPECIAL MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL
SPECIAL MEETING OF MONDAY, JANUARY 28, 2019**

The City Council of the City of New Braunfels, Texas, met in a special session on January 28, 2019, at 4:30 p.m.

City Councilmembers present were:

Present 7 - Mayor Barron Casteel, Councilmember Shane Hines, Councilmember Justin Meadows, Councilmember Harry Bowers, Councilmember Matthew E. Hoyt, Mayor Pro Tem Wayne Peters, and Councilmember Leah García

The meeting was called to order by Mayor Casteel in the New Braunfels City Hall Council Chambers at 4:32 p.m. Councilmember Hines gave the invocation and Mayor Casteel led the Pledge of Allegiance and Salute to the Texas Flag.

1. WORKSHOP

A) Discuss and consider possible action regarding the 2019 Bond Election projects.

Mayor Casteel read the aforementioned caption.

Robert Camareno presented the item.

Michael Meyer and Wayne Rudolph spoke on the item.

Mayor Pro Tem Peters moved to approve the items for the bond propositions but with moving the \$975,060 land acquisition for a Southeast Library Branch into Additional Streets Funding. Councilmember Meadows seconded the motion which passed unanimously.

The meeting adjourned at 5:13 p.m.

Date Approved: February 11, 2019

Barron Casteel, Mayor

Attest:

Patrick Aten, City Secretary

**MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL
REGULAR MEETING OF MONDAY, JANUARY 28, 2019**

The City Council of the City of New Braunfels, Texas, met in a Regular Session on January 28, 2019, at 6:00 p.m.

City Councilmembers present were:

Present: 7 - Mayor Barron Casteel, Councilmember Shane Hines, Councilmember Justin Meadows, Councilmember Harry Bowers, Councilmember Matthew E. Hoyt, Mayor Pro Tem Wayne Peters, and Councilmember Leah García

The meeting was called to order by Mayor Casteel in the New Braunfels City Hall Council Chambers at 6:02 p.m. Councilmember Meadows gave the invocation and Mayor Casteel led the Pledge of Allegiance and Salute to the Texas Flag.

PROCLAMATIONS:

A) Love My Library Month

Mayor Casteel proclaimed February 2019 as Love My Library Month.

B) We're All In Day

Mayor Casteel proclaimed February 1, 2019, as We're All In Day.

PRESENTATIONS:

A) Retiree Recognition - Mark Tisdel

Mark Tisdel was recognized for his service to the City of New Braunfels.

B) Presentation regarding the creation of the New Braunfels Fire Department Citizens Fire Academy

Mayor Casteel read the aforementioned caption.

Ethan Lindner presented the item.

1. MINUTES

A) Discuss and consider approval of the minutes of the regular City Council meeting of January 14, 2019, and the special meetings of January 7 and January 15, 2019.

Mayor Casteel read the aforementioned caption.

Councilmember Garcia moved to approve the item. Councilmember Bowers seconded the motion which passed unanimously.

2. 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.

Mayor Casteel read the aforementioned caption.

No one spoke.

3. 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.

Resolutions & Action Items

- A) Approval of the appointment of one individual to the Watershed Advisory Committee for a term ending April 18, 2022.
- B) Approval of an annual contract for the purchase of customized green waste collection bags from AJM Packaging Corporation for the Public Works Department.

Ordinances

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

- C) Approval of the second and final reading of an ordinance regarding the proposed rezoning to apply a Special Use Permit to allow the short-term rental of a single-family residence in the "C-1" Local Business District on approximately 0.55 acres, addressed at 118 S. Union Avenue.
- D) Approval of the second and final reading of an ordinance regarding the proposed rezoning of 7.106 acres out of the John Noyes Survey 259 A-430, addressed at 5947 and 5979 IH-35 South, from "APD"

Agricultural/Pre-Development to "M-1A" Light Industrial District.

- E) Approval of the second and final reading of an ordinance amending the Code of Ordinances Chapter 14 Building Regulations, Chapter 54 Fire Prevention and Protection; Emergency Medical Services, and Appendix D Fee Schedule.
- F) Approval of the second and final reading of an ordinance amending Section 126-186 of the Code of Ordinances to prohibit through truck traffic on Oak Run Parkway.
- G) Approval of the second and final reading of an ordinance amending Section 126-186 of the Code of Ordinances to prohibit through truck traffic on Saur Lane and Barbarosa Road.
- H) Approval of the second and final reading of an ordinance amending Section 126-346 of the Code of Ordinances to restrict parking along a portion of East Nacogdoches Street.

Mayor Casteel read the aforementioned captions.

Mayor Pro Tem Peters moved to approve the Consent Agenda. Councilmember Garcia seconded the motion which passed unanimously via roll call vote.

4. INDIVIDUAL ITEMS FOR CONSIDERATION

- A) Discuss and consider direction for the City Manager to identify property, negotiate, and enter into a Letter of Intent for approximately five acres to be used for a future Southeast Library Branch.

Mayor Casteel read the aforementioned caption.

Robert Camareno presented the item.

Councilmember Meadows moved to approve the item. Councilmember Hines seconded the motion which passed unanimously.

- B) Public hearing and approval of the first reading of an ordinance enlarging the boundaries of Reinvestment Zone Number One, City of New Braunfels, Texas; amending the project plan and finance plan for the zone to reflect the increased boundaries and include the Phase II

Project; amending an economic development agreement between the City of New Braunfels, Texas and A-L 95 Creekside Town Center, L.P. to include the Phase II Project Improvements and estimated costs related thereto; authorizing the execution of a Phase II Tax Increment Participation interlocal agreement; and other matters in connection therewith.

Mayor Casteel read the aforementioned caption.

Jared Werner and Bart Fowler presented the item.

No one spoke during the public hearing.

Councilmember Hines moved to approve the item. Councilmember Garcia seconded the motion which passed unanimously.

- C) Discuss and consider authorizing the closure of sections of W. San Antonio Street on Sunday, March 3, 2019, for ¡CycloVIVA!

Mayor Casteel read the aforementioned caption.

Ylda Capriccioso presented the item.

Councilmember Hines moved to approve the item. Councilmember Garcia seconded the motion which passed unanimously.

- D) Discuss and consider approval of the second and final reading of an ordinance regarding a proposed rezoning to apply a Special Use Permit to allow the short term rental of a single-family residence in the "C-3" Commercial District addressed at 1464 Hillview Avenue.

Mayor Casteel read the aforementioned caption.

Chris Looney presented the item.

Councilmember Meadows moved to approve the item. Councilmember Bowers seconded the motion which passed unanimously via roll call vote.

- E) Public hearing and first reading of an ordinance rezoning 1.795 acres out of the AP Fuquay Survey 35 A-15, addressed at 1193 Gruene Road, from "R-2" Single and Two-family District to "C-O" Commercial

Office District.

Mayor Casteel read the aforementioned caption.

Chris Looney presented the item.

No one spoke during the public hearing.

Councilmember Garcia moved to approve the item. Councilmember Hines seconded the motion which passed unanimously.

F) Public hearing and first reading of an ordinance regarding the proposed rezoning to apply a Special Use Permit to allow the short-term rental of a single-family residence in the "C-1" Local Business District and the "R-3" Multifamily District on Lot 2, Block 4, Broadway Estates Unit 2, addressed at 842 Wall Street.

Mayor Casteel read the aforementioned caption.

Chris Looney presented the item.

Chris Weeks spoke during the public hearing.

The item failed for lack of a motion.

G) Discuss and consider possible action regarding the 2019 Bond Election projects.

This item was previously discussed and considered at the earlier meeting.

5. EXECUTIVE SESSIONS

In accordance with Texas Government Code, Subchapter D, the City Council may convene in a closed session to discuss any of the following items; any final action or vote taken will be in public.

A) Deliberate the purchase, exchange, lease or value of real estate in accordance with Section 551.072 of the Texas Government Code

- Property for city facilities

Mayor Casteel read the aforementioned caption.

City Council recessed into Executive Session from 6:51 p.m. - 7:11 p.m.

No vote or action was taken.

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

The City Council reconvened into Open Session at 7:12 p.m.

No vote or action was taken.

7. ADJOURNMENT

The meeting adjourned at 7:12 p.m.

Date Approved: February 11, 2019

Barron Casteel, Mayor

Attest:

Patrick Aten, City Secretary

2/11/2019

Agenda Item No. A)

Presenter/Contact

Patrick Aten, City Secretary
(830) 221-4010 - paten@nbtexas.org

SUBJECT:

Approval of a resolution ordering a Regular Election to be held in the City of New Braunfels on May 4, 2019, for Regular City Officers; and establishing an Early Voting Location and Polling Places for this Election; and making provisions for the conduct of the Election.

BACKGROUND / RATIONALE:

The uniform election date in May for municipal elections is May 4, 2019. Terms for Councilmembers in Districts 1 and 2 will expire on May 28, 2019.

Early voting will occur at the Comal County Elections Office, 396 N. Seguin Avenue.

Election Day locations will be at:

District 1 - Westside Community Center, 2932 S IH 35 Frontage Road

District 2 - New Braunfels First Church of the Nazarene, 210 W. Klein Road

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

N/A

FISCAL IMPACT:

The cost for an election is approximately \$12,000 for election workers, supplies, and training.

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

RESOLUTION NO. 2019-R _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS ORDERING A REGULAR ELECTION TO BE HELD IN THE CITY OF NEW BRAUNFELS, TEXAS, ON MAY 4, 2019, FOR REGULAR CITY OFFICERS, AND ESTABLISHING AN EARLY VOTING LOCATION AND POLLING PLACES FOR THIS ELECTION; AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION.

WHEREAS, the laws of the State of Texas, provide that the next ensuing first Saturday in May, there shall be elected the following officials for this City.

One City Councilmember from District Number 1 to be elected by a majority of those votes cast.

One City Councilmember from District Number 2 to be elected by a majority of those votes cast.

WHEREAS, said laws of the State of Texas further provide that the Election Code of the State of Texas is applicable to said election and it is the desire of City Council to establish the procedure to be followed in said election.

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

**SECTION I
CALLING OF A REGULAR MUNICIPAL ELECTION**

THAT a regular election be held on the 4th day of May, 2019, in the City of New Braunfels, Texas, for the purpose of electing regular City officers as listed below.

One City Councilmember from District Number 1 to be elected by a majority of those votes cast.

One City Councilmember from District Number 2 to be elected by a majority of those votes cast.

**SECTION II
EARLY VOTING BY PERSONAL APPEARANCE**

THAT the main polling place for early voting by personal appearance for the election is the Comal County Elections Office, 396 N. Seguin Avenue. Early voting by personal appearance shall be conducted between the hours of 8:00

a.m. and 5:00 p.m., beginning on April 22, 2019, and ending on April 30, 2019, Monday through Friday, with extended hours from 7:00 a.m. until 7:00 p.m. on Wednesday, April 24th and Monday, April 29th. Early Voting by personal appearance shall be additionally conducted on Saturday, April 27, 2019, from 9:00 a.m. until 1:00 p.m.

**SECTION III
EARLY VOTING BY MAIL**

THAT early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code. The address of City Secretary, 550 Landa Street, New Braunfels, Texas 78130, shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City. Applications for ballots by mail must be received not later than the close of business on April 23, 2019.

**SECTION IV
POLLING PLACES**

THAT the polling places listed below shall be open on Election Day from 7:00 a.m. to 7:00 p.m. on Saturday, May 4, 2019:

LOCATION OF POLLING PLACES

District 1 – Westside Community Center, 2932 S IH 35 Frontage Road
District 2 – New Braunfels First Church of the Nazarene, 210 W. Klein Road

**SECTION V
METHOD OF VOTING**

THAT use of ES&S iVotronic Touch Screen voting system, as the term is defined in the Texas Election Code, shall be utilized in connection with the election. This system shall be utilized for early voting as well as for district voting conducted on Election Day. Patrick Aten is appointed as programmer, and he shall prepare a program for the automatic tabulating equipment. Ample voting equipment shall be provided for early voting and in the specific districts on Election Day. The central counting station is established as the office of the City Secretary of the City of New Braunfels, City Hall.

**SECTION VI
APPOINTMENT OF PRESIDING JUDGES**

THAT the City Council of the City of New Braunfels will, by resolution, appoint the Early Voting Ballot Board, a Presiding Judge for the Early Voting Ballot Board, and a Presiding Judge for the Central Counting Station.

**SECTION VII
GOVERNING LAW**

THAT the election will be held in accordance with the provisions of the Charter of the City of New Braunfels and the laws of the State of Texas. Notice of the election, including a Spanish translation thereof, will be published at least once in the local newspaper in accordance with the Texas Election Code and will be posted on the bulletin board at the City's Municipal Building at 550 Landa Street, New Braunfels, Texas.

**SECTION VIII
TESTING OF AUTOMATIC TABULATING EQUIPMENT**

THAT testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with the Texas Election Code.

**SECTION IX
COMPENSATION FOR ELECTION WORKERS**

THAT the rate of compensation for polling location judges and the Alternate Deputy Early Voting Clerk is established at \$12.00 per hour. The rate of compensation for clerks, and assistants and any personnel assisting the Central Counting Station Presiding Judge and Tabulation Supervisor for services rendered during the election is established at \$10.00 per hour. The additional compensation to be paid to polling location judges who deliver returns and election equipment is established at \$25.00.

PASSED, ADOPTED, AND APPROVED this the 11th day of February, 2019

CITY COUNCIL OF THE CITY OF NEW
BRAUNFELS, TEXAS

BARRON CASTEEL,
Mayor

SHANE HINES,
Councilmember District 1

JUSTIN MEADOWS,
Councilmember District 2

HARRY BOWERS,
Councilmember District 3

MATTHEW E. HOYT,
Councilmember District 4

WAYNE PETERS,
Mayor Pro Tem, Councilmember District 5

LEAH A. GARCIA,
Councilmember District 6

Attest:

PATRICK ATEN, City Secretary

2/11/2019

Agenda Item No. B)

Presenter/Contact

Patrick Aten, City Secretary
(830) 221-4010 - paten@nbtexas.org

SUBJECT:

Approval to authorize the City Manager to enter into joint election agreements between the City of New Braunfels and the New Braunfels Independent School District and the Comal Independent School District.

BACKGROUND / RATIONALE:

The Texas Election Code and the Texas Education Code provide provisions for school districts to enter into agreements with municipalities to hold elections jointly to adequately and conveniently serve voters by providing common polling locations. The attached agreements will allow for the City and NBISD and CISD to share a common early voting polling location for the May 4, 2019 Elections at the Comal County Elections Office, 396 N. Seguin Avenue. Additionally, the agreements provide for common Election Day polling locations, if necessary.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

N/A

FISCAL IMPACT:

None.

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval.

**AGREEMENT TO CONDUCT JOINT ELECTIONS
BETWEEN NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF NEW BRAUNFELS
FOR MAY 4, 2019 ELECTIONS**

WHEREAS:

1. The New Braunfels Independent School District and the City of New Braunfels will lawfully order and hold a joint election on May 4, 2019; and
2. Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested; and
3. Pursuant to Section 271.002, Texas Election Code, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and
4. Texas Education Code, Section 11.0581, requires the District to hold its general trustee elections jointly with a municipality located wholly or partially within the boundaries of the District on the May uniform election date; and
5. It would encourage greater voter participation and be convenient to the voters for the District and the City, (collectively referred to hereinafter as the Entities or Participating Entities), to hold a joint election in the election precincts that can be served by common polling places insofar as possible.

NOW, THEREFORE, pursuant to Sections 271.002, and 271.003, Texas Election Code, Texas Education Code Section 11.0581 and Chapter 791 of the Texas Government Code, the Joint Election Agreement set forth below is entered into by and between the Participating Entities acting by and through their respective governing bodies, agree as follows:

I. Scope of the Election Agreement

- A. The District and the City may share common Election Day polling locations for the May 4, 2019 elections as follows, and as necessary:

Westside Community Center, 2932 S. IH 35 Frontage Road
New Braunfels First Church of the Nazarene, 210 W. Klein Road
Seele Elementary School, 540 Howard Street
Faith United Church of Christ, 970 N. Loop 337
Lamar Elementary School, 240 N. Central Avenue

Walnut Springs Elementary School, 1900 S. Walnut Avenue

Each entity will have separate ballots.

- B. Each of the Entities shall be individually responsible for the preparation and/or publication of election ballots, orders, resolutions, notices and other pertinent documents for adoption or execution by its own respective governing board as required by law.
- C. Each of the Entities shall be individually responsible for posting and publishing its election notices.

II. Election Judge, Officer, and Clerks

- A. Each Entity shall appoint its own Election Judge, Alternate Election Judge, and Election Clerks.

III. Early Voting

- A. The District and the City will share a common early voting polling location for the May 4, 2019 elections as follows:

Comal County Elections Office
396 N. Seguin Avenue
New Braunfels, TX

Each entity will have separate ballots.

- B. The District and the City will each contract individually with early voting personnel.

IV. Election Day

- A. The entities will share the common election-day voting locations as provided in this Agreement. Each Entity will conduct its own respective election at the Joint Election-Day Polling Location and shall be responsible for compliance with all state and federal laws applicable to their respective elections.

V. Joint Election Costs: Payment

- A. Costs. The District and the City will each be responsible for all costs associated with their respective elections.

All funds expended by each Entity will be from current revenues.

- B. Cancellation. In the event any of the Participating Entities cancels their election because of unopposed candidates under Subchapter C of Title I of the Texas

Election Code, the remaining Entity shall be responsible for 100% of the election costs incurred after the date of cancellation.

VII. General Provisions

- A. Communications. Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications concerning the conduct of the elections and discuss and resolve any problems which might arise.
- B. Effective Date. This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities.
- C. Custodian of Records. Each Participating Entity will serve as their individual custodian for purposes of election records as required by law. Each Participating Entity shall appoint a qualified person to act as Custodian of Records for the Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

VIII. Miscellaneous Provisions

- A. Venue and Choice of Law. The Entities agree that the venue for any dispute arising under this Agreement will lie in the appropriate courts of Comal County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- B. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersede all prior agreements. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D. Breach. In the event that any Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Entity is entitled under statutory or common law.

- E.** Other Instruments. The Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

- F.** Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term confidential as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

- G.** Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Entity.

- H.** Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

IN TESTIMONY WHEREOF, the Participating Entities have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 2019.

 Randy Moczygemba, Superintendent
 on behalf of New Braunfels ISD

 Date

 Robert Camareno, City Manager
 on behalf of the City of New Braunfels

 Date

**AGREEMENT TO CONDUCT JOINT ELECTIONS
BETWEEN COMAL INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF NEW BRAUNFELS
FOR MAY 4, 2019 ELECTIONS**

WHEREAS:

1. The Comal Independent School District and the City of New Braunfels will lawfully order and hold a joint election on May 4, 2019; and
2. Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested; and
3. Pursuant to Section 271.002, Texas Election Code, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and
4. A provision of the Texas Education Code, Section 11.0581, requires the District to hold its general trustee elections jointly with a municipality located wholly or partially within the boundaries of the District on the May uniform election date, or jointly with the county(ies) in which the District is located on the November uniform election date; and
5. It would encourage greater voter participation and be convenient to the voters for the District and the City, (collectively referred to hereinafter as the Entities or Participating Entities), to hold a joint election in the election precincts that can be served by common polling places insofar as possible.

NOW, THEREFORE, pursuant to Sections 271.002, and 271.003, Texas Election Code, Texas Education Code Section 11.0581 and Chapter 791 of the Texas Government Code, the Joint Election Agreement set forth below is entered into by and between the Participating Entities acting by and through their respective governing bodies, agree as follows:

I. Scope of the Election Agreement

- A. The District and the City may share common Election Day polling locations for the May 4, 2019 elections as follows, and as necessary:

Westside Community Center, 2932 S. IH 35 Frontage Road
New Braunfels First Church of the Nazarene, 210 W. Klein Road
Seele Elementary School, 540 Howard Street
Faith United Church of Christ, 970 N. Loop 337
Lamar Elementary School, 240 N. Central Avenue

Walnut Springs Elementary School, 1900 S. Walnut Avenue

Each entity will have separate ballots.

- B. Each of the Entities shall be individually responsible for the preparation and/or publication of election ballots, orders, resolutions, notices and other pertinent documents for adoption or execution by its own respective governing board as required by law.
- C. Each of the Entities shall be individually responsible for posting and publishing its election notices.

II. Election Judge, Officer, and Clerks

- A. Each Entity shall appoint its own Election Judge, Alternate Election Judge, and Election Clerks.

III. Early Voting

- A. The District and the City will share a common early voting polling location for the May 4, 2019 joint election as follows:

Comal County Elections Office
396 N. Seguin Avenue
New Braunfels, TX

Each entity will have separate ballots.

- B. The District and the City will each contract individually with early voting personnel.

IV. Election Day

- A. The entities will share the common election-day voting locations as provided in this Agreement if necessary. Each Entity will conduct its own respective election at the Joint Election-Day Polling Location and shall be responsible for compliance with all state and federal laws applicable to their respective elections.

V. Joint Election Costs: Payment

- A. Costs. The District and the City will each be responsible for all costs associated with their respective elections.

All funds expended by each Entity will be from current revenues.

- B. Cancellation. In the event any of the Participating Entities cancels their election because of unopposed candidates under Subchapter C of Title I of the Texas

Election Code, the remaining Entity shall be responsible for 100% of the election costs incurred after the date of cancellation.

VI. General Provisions

- A. Communications. Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications concerning the conduct of the elections and discuss and resolve any problems which might arise.
- B. Effective Date. This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities.
- C. Custodian of Records. Each Participating Entity will serve as their individual custodian for purposes of election records as required by law. Each Participating Entity shall appoint a qualified person to act as Custodian of Records for the Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

VII. Miscellaneous Provisions

- A. Venue and Choice of Law. The Entities agree that the venue for any dispute arising under this Agreement will lie in the appropriate courts of Comal County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- B. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersede all prior agreements. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D. Breach. In the event that any Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Entity is entitled under statutory or common law.

2/25/2019

Agenda Item No. C)

Presenter/Contact*Patrick Aten, City Secretary**(830) 221-4010 - paten@nbtexas.org***SUBJECT:**

Approval of a resolution appointing election officers for the May 4, 2019 Regular and Special Elections.

BACKGROUND / RATIONALE:

The Texas Election Code provides that municipal elections are to be administered by special officers called Election Judges. These judges are paid, independent officers who oversee the balloting on Election Day in a particular precinct, and are assisted by an alternate judge and election clerks. The City Council is vested with the authority to appoint Election Judges and Alternate Election Judges.

The Election Code also provides for a special board, the Early Voting Ballot Board, to oversee mail-in balloting and provisional voting. This board reviews all mail-in ballots to ensure that they were properly cast by the voter who requested them. They will also determine the validity of votes cast by provisional voters on Election Day. The City Council is vested with the authority to appoint the Presiding Judge of the Board.

The City Secretary's Office makes the following recommendations regarding the appointment of the following officers to administer the May 4, 2019 Regular and Special Elections for the City of New Braunfels:

Early Voting Ballot Board Presiding Judge

Clinton Brandt

District 1 Presiding & Alternate Judges

Presiding Judge: Sharon Fogg

Alternate Judge: Christina Rickard

District 2 Presiding & Alternate Judges

Presiding Judge: Stanley Laskowski

Alternate Judge: Elaine Babula

District 3 Presiding & Alternate Judges

Presiding Judge: Tom Orr

Alternate Judge: Angela Clifton

District 4 Presiding & Alternate Judges

Presiding Judge: Coleen Cooper

Alternate Judge: Sharon Jenks

District 5 Presiding & Alternate Judges

Presiding Judge: Pamela Panetti

Alternate Judge: Enrique Villareal

District 6 Presiding & Alternate Judges

Presiding Judge: Rojelio Villareal

Alternate Judge: Clare Miller

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

N/A

FISCAL IMPACT:

Approximately \$12,000.

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of a resolution appointing election officers for the May 4, 2019 Regular and Special elections.

RESOLUTION NO. 2019-R _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPOINTING PRESIDING JUDGES AND ALTERNATE JUDGES FOR THE REGULAR AND SPECIAL ELECTIONS TO BE HELD ON MAY 4, 2019.

WHEREAS, by the City Council has set the date of May 4, 2019, for the Regular Election to elect Councilmembers from District 1 and 2, and the Special Bond Election; and

WHEREAS, residents of New Braunfels have been contacted and have indicated they would be willing to serve as presiding judges and alternate judges during the Regular and Special Elections on May 4, 2019.

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

THAT the following residents of New Braunfels are hereby approved as presiding judges and alternate judges for the Regular and Special Elections on May 4, 2019, at the polling sites herein listed.

DISTRICT NUMBER ONE (1) – Westside Community Center, 2932 S IH 35 Frontage Road

Presiding Judge: Sharon Fogg
Alternate Judge: Christina Rickard

DISTRICT NUMBER TWO (2) – New Braunfels First Church of the Nazarene, 210 W. Klein Road

Presiding Judge: Stanley Laskowski
Alternate Judge: Elaine Babula

DISTRICT NUMBER THREE (3) – Seele Elementary School, 540 Howard Street

Presiding Judge: Tom Orr
Alternate Judge: Angela Clifton

DISTRICT NUMBER FOUR (4) – Faith United Church of Christ, 970 N. Loop 337

Presiding Judge: Coleen Cooper
Alternate Judge: Sharon Jenks

DISTRICT NUMBER FIVE (5) – Lamar Elementary School, 240 N. Central Avenue

Presiding Judge: Pamela Panetti
Alternate Judge: Enrique Villareal

DISTRICT NUMBER SIX (6) – Walnut Springs Elementary School, 1900 S.
Walnut Avenue

Presiding Judge: Rojelio Villareal

Alternate Judge: Clare Miller

THAT each presiding judge shall appoint qualified clerks to serve and assist in holding said election; provided that if the presiding judge herein appointed actually serves, the alternate presiding judge shall be one of the clerks.

THAT an Early Voting Ballot Board shall be used for this election in relation to absentee and provisional voting and Clinton Brandt is hereby appointed Presiding Judge of the Early Voting Ballot Board.

BE IT FURTHER RESOLVED THAT City Secretary Patrick Aten is hereby appointed Judge of the Central Counting Station;

PASSED AND APPROVED this 11th day of February, 2019.

CITY OF NEW BRAUNFELS, TEXAS

BARRON CASTEEL, Mayor

Attest:

PATRICK ATEN, City Secretary

2/11/2019

Agenda Item No. D)

Presenter/Contact

*Amy McWhorter, Downtown Development Coordinator
(830) 221-4057 - amcwhorter@nbtexas.org*

SUBJECT:

Approval of temporary road closures for the fourth annual Dia de los Muertos Festival on October 26, 2019.

BACKGROUND / RATIONALE:

In 2016, the New Braunfels Hispanic Business Alliance (HBA) held the first Dia de los Muertos Festival at the Farmer's Market on Castell Avenue. In 2017, the HBA moved the event to the public right-of-way in Downtown New Braunfels along San Antonio Street, Main Plaza, and Castell Avenue to better accommodate the popular event and enhance event programming. This year, the HBA wishes to once again host the event in the public right-of-way Downtown, using the same footprint as was approved by City Council for the 2017 and 2018 events.

The HBA is planning to host the event from 12:00 noon until 10:00 p.m. The HBA is requesting approval for the following road closures on October 26, 2019:

- West San Antonio Street, 100 to 200 blocks (Main Plaza to the Union Pacific railroad tracks), from 7:00 a.m. until 12:00 midnight.
- North Castell Avenue, 100 block (from Mill Street to West San Antonio Street), from 7:00 am until 12:00 midnight
- South Castell Avenue, portion of the 100 block (from West San Antonio Street to the alley behind the Downtown Antique Mall), from 7:00 am until 12:00 midnight
- Main Plaza, 5:00 p.m. until 12:00 midnight
- North Seguin Avenue, 100 block (from Mill Street to Main Plaza), 5:00 p.m. until 12:00 midnight
- South Seguin Avenue, 100 and 200 blocks (from Main Plaza to Coll Street), 5:00 p.m. until 12:00 midnight
- East San Antonio Street, 100 block (Main Plaza to Comal Avenue), 5:00 p.m. until 12:00 midnight

Chapter 126.41 of the City Code allows the Chief of Police the authority to close streets; however, traditionally this has been for public safety considerations or small events such as neighborhood block parties (as an example). Additionally, the "Street Closure Request" process outlined in Chapter 126.41 does not include requirements for City services such as trash clean up and street sweeping, or associated costs.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

City Plan/Council Priority: Envision New Braunfels	Action 2.21: Support multicultural, diverse events on- and off-season and during the weekend/weekday. Action 2.24: Support new and evolving holiday installations/events. Action 8.4: Cultivate opportunities for growth in heritage tourism, including successful local tours.
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FISCAL IMPACT:

City services will be reimbursed by the HBA; thus, there should be no public costs.

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval.

2/11/2019

Agenda Item No. E)

Presenter/Contact

Tom Wibert, Police Chief
(830) 221-4100 - TWibert@nbtexas.org

SUBJECT:

Approval of an expenditure with Exacom, Inc. for the Police Department telephone and radio transmission recording system at a cost of \$32,729.

BACKGROUND / RATIONALE:

The Police Department and Information Technology Department have identified the need to replace and refresh the Police Department’s existing Exacom telephone and radio recorder system. The system supports the public interest by recording all communications traffic for the Police Department, it also supports investigation and prosecutions of offenses occurring in the city. The current server/software being used for their Exacom telephone and radio transmission recording system will no longer be supported by the vendor. The upgraded will include all hardware and software required, as well as installation and training of the new system.

Police Department staff requested a quote from Exacom. The City will utilize Exacom through a State of Texas Cooperative agreement with the Department of Information Resources. This cooperative contract satisfies the procurement requirements. The upgraded server hardware and software licensing will cost \$21,068. The service agreement to support the extended warranty for the recorder, all hardware as well as the software support will cost \$11,661 for the first year.

The total cost of the equipment and services are \$32,729. On-going service maintenance support will be billed each year following.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

Yes	City Council Priority:	Strategic Priorities: Public Safety - 4. Continue to ensure the protection of citizens’ lives and property. Effective Management - 11. Provide effective project management.
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FISCAL IMPACT:

Funding for these expenditures above are incorporated into the appropriate FY 2018-19 department budget, therefore, sufficient funds are available.

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of an expenditure with Exacom, Inc. for the Police Department telephone and radio transmission recording system at a cost of \$32,729.

2/11/2019

Agenda Item No. F)

Presenter/Contact

*Robert Lee, Airport Director
(830) 221-4295 - Rlee@nbtexas.org*

SUBJECT:

Approval of a resolution to accept grant funds in the amount of \$112,500 for the engineering/design, and \$1,107,617 for the construction, of a regional detention pond, and general aviation apron/taxi lane pavement rehabilitation, from the Texas Department of Transportation - Aviation Division and authorizing the City Manager to accept funds and to execute all contract documents associated with the grant.

BACKGROUND / RATIONALE:

The New Braunfels Regional Airport is currently eligible for Federal Non-Primary Entitlement Funds in the amount of \$112,500 for certain improvements to the New Braunfels Regional Airport. This portion of the eligible project includes engineering and design for a new regional detention pond, and general aviation apron/taxi lane pavement rehabilitation. The New Braunfels Regional Airport will need to provide at least a 10% match of total the design cost which is estimated to be \$125,000, therefore the required match would be \$12,500.

Additionally, after the engineering/design phase, the City is eligible for \$1,107,617 for the construction of the detention pond, including the installation of a storm sewer, general aviation apron/taxi lane rehabilitation, and miscellaneous costs such as the construction contingency and administration fees. The New Braunfels Regional Airport will need to provide at least a 10% match of total the construction cost which is estimated to be \$1,230,685 therefore the required match would be \$123,068.

While there are currently no funds programmed in the FY 2018-19 Adopted Budget to support this commitment; staff is confident that the \$12,500 match (for design) can be absorbed in the current fiscal year Airport Fund Budget. The match for the construction (\$123,068) will be incorporated into the FY 2019-20 Proposed Budget, when the project is anticipated to occur.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

<input checked="" type="checkbox"/>	Yes	City Plan/Council Priority:	3: Continue an ongoing program of infrastructure construction and maintenance
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FISCAL IMPACT:

As mentioned above the total project requires a ten percent match, which will be supported by the Airport Fund in FY 2018-19 and FY 2019-20. At this time, a budget amendment is not necessary. However given that it is a reimbursement based grant, staff may bring a budget amendment back at a later date for City Council consideration. Therefore, sufficient funds are available to approve the

resolution as described above.

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends the approval of a resolution to accept grant funds in the amount of \$112,500 for the engineering/design, and \$1,107,617 for the construction, of a regional detention pond, and general aviation apron/taxi lane pavement rehabilitation, from the Texas Department of Transportation - Aviation Division and authorizing the City Manager to accept funds and to execute all contract documents associated with the grant.

RESOLUTION 2019-R_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, (CITY) AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF NEW BRAUNFELS IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT THE CITY OF NEW BRAUNFELS WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT).

WHEREAS, the City of New Braunfels intends to make certain improvements to the New Braunfels Regional Airport; and

WHEREAS, the general description of the project is described as engineering, design, and construction of a detention pond, and general aviation apron/taxilane rehabilitation; and

WHEREAS; the City of New Braunfels intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS; total project costs are estimated to be \$1,355,685, and the City of New Braunfels E will be responsible for 10% of the total project costs currently estimated to be \$135,568; and

WHEREAS; the City of New Braunfels names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements;

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

THAT, that the City of New Braunfels hereby directs the City Manager to execute on behalf of the City of New Braunfels, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the New Braunfels Regional Airport.

PASSED, ADOPTED AND APPROVED on this the 11th day of February 2019.

City of New Braunfels, Texas

BARRON CASTEEL, Mayor

Attest:

PATRICK D. ATEN, City Secretary

2/11/2019

Agenda Item No. G)

Presenter

*Christopher J. Looney, Planning and Community Development Director
clooney@nbtexas.org*

SUBJECT:

Approval of the second and final reading of an ordinance rezoning 1.795 acres out of the AP Fuquay Survey 35 A-15, addressed at 1193 Gruene Road, from "R-2" Single and Two-family District to "C-O" Commercial Office District.

BACKGROUND / RATIONALE:

Case No.: PZ-18-039

Council District: 4

Applicant/Owner: T. M. Savell
23899 W. Highway 6
Alvin, TX 77511

Staff Contact: Holly Mullins
(830) 221-4054
hmullins@nbtexas.org

Background/rationale:

City Council held a public hearing on January 28, 2019 and unanimously approved the first reading of the requested rezoning ordinance.

The subject property is located on Gruene Road, across from the intersection of Sunnybrook Drive and the private Gruene Vineyard Crossing. It has frontage along the Guadalupe River and a small portion of the property is within the 1% annual chance (100-year) floodplain. The property is currently zoned R-2 and is occupied by a single-family residence.

The applicant is interested in pursuing a Special Use Permit (SUP) for a short-term rental. Because short-term rental is prohibited in residential zoning districts, the owner is requesting a change to the base zoning district as a first step.

The applicant originally requested C-1A, which appeared to be appropriate at this location; however, C-1A does not allow single-family residential use. If rezoned to C-1A, the existing house would become non-conforming and reconstruction could be prohibited if it were damaged by flood, fire, etc. Therefore, the applicant amended his request to the less intense C-O District before the Planning Commission meeting.

The C-O Commercial Office District allows neighborhood-scale commercial uses as well as single-family residential. If this rezoning request is approved, short-term rental use on the subject property would still require an SUP, which the applicant opted to request separately.

General Information:

Lot Size: 1.795 acres

Surrounding Zoning and Land Use:

North - C-4A/ Hotel - bed & breakfast inn
 South - PD/ Multiple dwelling units, short-term rentals
 East - Across Gruene Road, C-1A/ Commercial
 West - Across Guadalupe River, R-1/ Residential

Floodplain:

A small portion of the property is within the 1% annual chance flood zone.

Determination Factors:

In making a decision on zoning, the following factors are to be considered:

- Whether the permitted uses will be appropriate in the immediate area, and their relationship to the area and to the City as a whole (*C-O zoning is intended for mixed neighborhood services including professional office and residential uses. The proposed zoning is appropriate for this location along Gruene Road and compatible with existing uses in the area.*);
- Whether the change is in accord with any existing or proposed public schools, streets, water supply, sanitary sewers, and other utilities to the area (*The proposed zoning should not conflict with existing and proposed schools, street, or utilities in the area.*);
- How other areas designated for similar development will be affected (*The proposed zoning should not impact other areas designated for similar development.*);
- Any other factors that will substantially affect the public health, safety, morals, or general welfare (*There should be no other factors that will substantially affect the public health, safety, morals, or general welfare.*); and
- Whether the request is consistent with the Comprehensive Plan (*The subject property lies within the New Braunfels Sub Area, is along a Recreational River Corridor, and near an existing Tourist/Entertainment Center and future Market Center [see Attachment 3].*)

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

<p>City Plan/Council Priority: Envision New Braunfels</p>	<p>Action 3.3: <i>Balance commercial centers with stable neighborhoods.</i> The proposed low intensity mixed-use zoning is consistent with the Future Land Use Plan and is compatible with current surrounding land uses. The proposed zoning would provide flexibility in future redevelopment of the property in response to changing economic trends in the area but maintain the ability to use the property for residential.</p> <p>Action 3.13: <i>Cultivate an environment where a healthy mix of different housing products at a range of sizes, affordability, densities, amenities and price points can be provided across the community as well as within individual developments.</i> Rezoning from R-2 would allow future development of an additional variety of uses in this neighborhood that would provide an appropriate transition from the commercial node of Gruene to the residential neighborhoods to the south.</p>
--	---

FISCAL IMPACT:

N/A

COMMITTEE RECOMMENDATION:

The Planning Commission held a public hearing on January 8, 2019 and unanimously recommended approval of the rezoning request (8-0-0).

STAFF RECOMMENDATION:

Staff recommends approval as C-O would accommodate the existing use of the property, allows other uses compatible with the surrounding area, and would provide an appropriate use intensity transition consistent with Envision New Braunfels.

Notification:

Public hearing notices were sent to 13 owners of property within 200 feet of the request. The

Planning Division has received no responses.

Attachments:

1. Aerial Map
2. Application
3. Land Use Maps (Zoning, Existing Land Use, Future Land Use Plan)
4. Notification Map and List
5. Sec. 3.4-1 C-O
6. Photograph
7. Draft Minutes from Planning Commission
8. Ordinance



PZ-18-039
1193 Gruene Road
R-2 to C-1A



Planning & Community Development Department
Planning Division

550 Landa St. New Braunfels, TX 78130
(830) 221-4050 www.nbtexas.org

CC/Cash/Check No.: <u>8504</u>	Case No.: <u>P2-18-039</u>
Amount Recd. \$ <u>1,472</u>	
Receipt No.: <u>218070</u>	
RECEIVED	
OCT 04 2018	
<small>BY <u> </u> Submittal date - office use only</small>	

Zone Change Application

Any application that is missing information will be considered incomplete and will not be processed.

1. Applicant - If owner(s), so state; If agent or other type of relationship, a letter of authorization must be furnished from owner(s) at the time submitted.

Name: T.M. Savell (owner)
Mailing Address: 23899 W. Hwy 6 Alvin, TX 77511
Telephone: 281-331-5239 Fax: _____ Mobile: 281-723-5657
Email: tbonehnr@yahoo.com

2. Property Address/Location: 1193 Gruene Rd. New Braunfels, TX 78130

3. Legal Description:

Name of Subdivision: Town of Gruene
Lot(s): 4 + portion of 5 Block(s): 1 Acreage: 1.795 acres

4. County: Comal Guadalupe School District: CISD NBISD OTHER: _____

5. Is the property located in the floodway or floodplain: YES NO

6. Existing Use of Property: residential

7. Zoning Change Request:

Current Zoning: R-2
Proposed Zoning: C-1-A

8. Proposed Use of Property and/or Reason for request (attach additional or supporting information if necessary):

Vacation rental like other houses in the area

STAFF:

APPLICANT:

A survey and/or metes and bounds description of the property with an exhibit illustrating property boundaries (if property is not platted)

Letter of Authorization for appointed agent (if applicable)

3 TIA worksheets and 2 Traffic Impact Analysis (if required, contact the Engineering Division at (830) 221-4020, or at Engineering@nbtexas.org, for more information)

A map of the floodplain overlaying the property proposed for zoning or, at a minimum, a copy of the proper FEMA flood map, with panel number (applicable if 'YES' was selected for question #5 on page 1)

Map of property in relation to City limits/major roadways or surrounding area

Copy of deed showing current ownership.

Future Land Use Plan Update: \$500 (if applicable, verify with the Planning Division)

Application Fee: \$ 1,200.00

Standard Zone Change: \$1,000 + (2 acres x \$100) = \$ 1,200.00 (max. \$3,000)

Technology Fee: \$ 36.00

3% of application fee → \$ 1,200 (application fee) x .03 = \$ 36.00

Newspaper Notice: \$236 (\$115 each for Planning Commission and City Council + 3% tech. fee)

Public Hearing Mail Notifications and Signage

*Please note: The total will be calculated by Staff after application submittal and must be paid when sign(s) are picked up by the applicant.

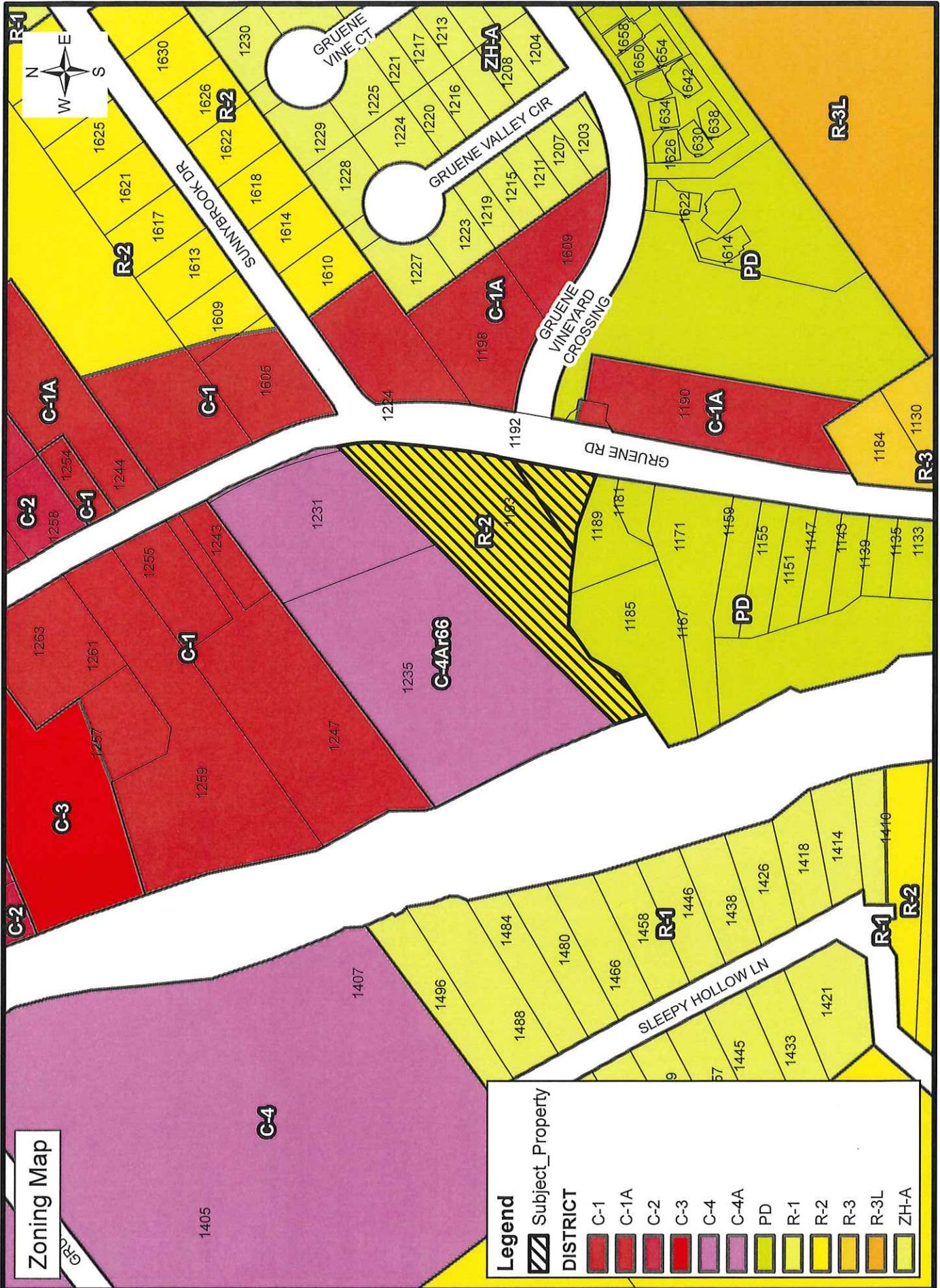
Please note: The signature indicates that the owner or an authorized agent has reviewed the requirements of this application and attached checklist, and all items on this checklist have been addressed and complied with. The owner/authorized agent understands that an incomplete application will not be accepted, and this application will not be accepted after the 4 p.m. deadline on an application deadline date, as outlined on the calendar attached to this application. The signature authorizes City of New Braunfels staff to visit and inspect the property for which this application is being submitted.

The undersigned hereby requests rezoning of the above described property as indicated.

[Signature]
Signature of Owner(s)/Agent

10-1-2018
Date

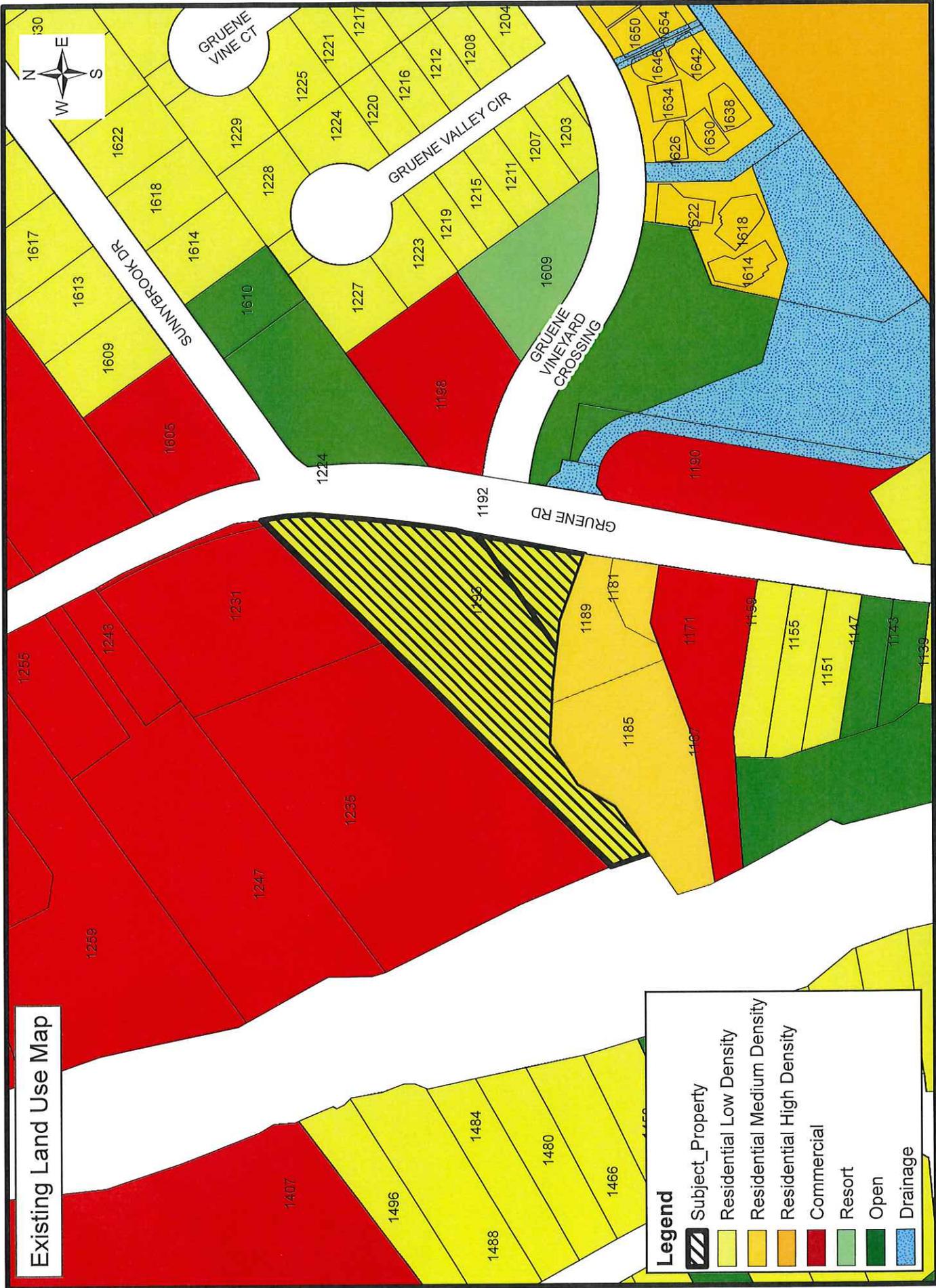
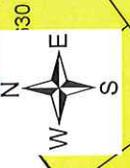
TRACY M SAUSCE
Print Name & Title



PZ-18-039
1193 Gruene Road
R-2 to C-1A



Existing Land Use Map

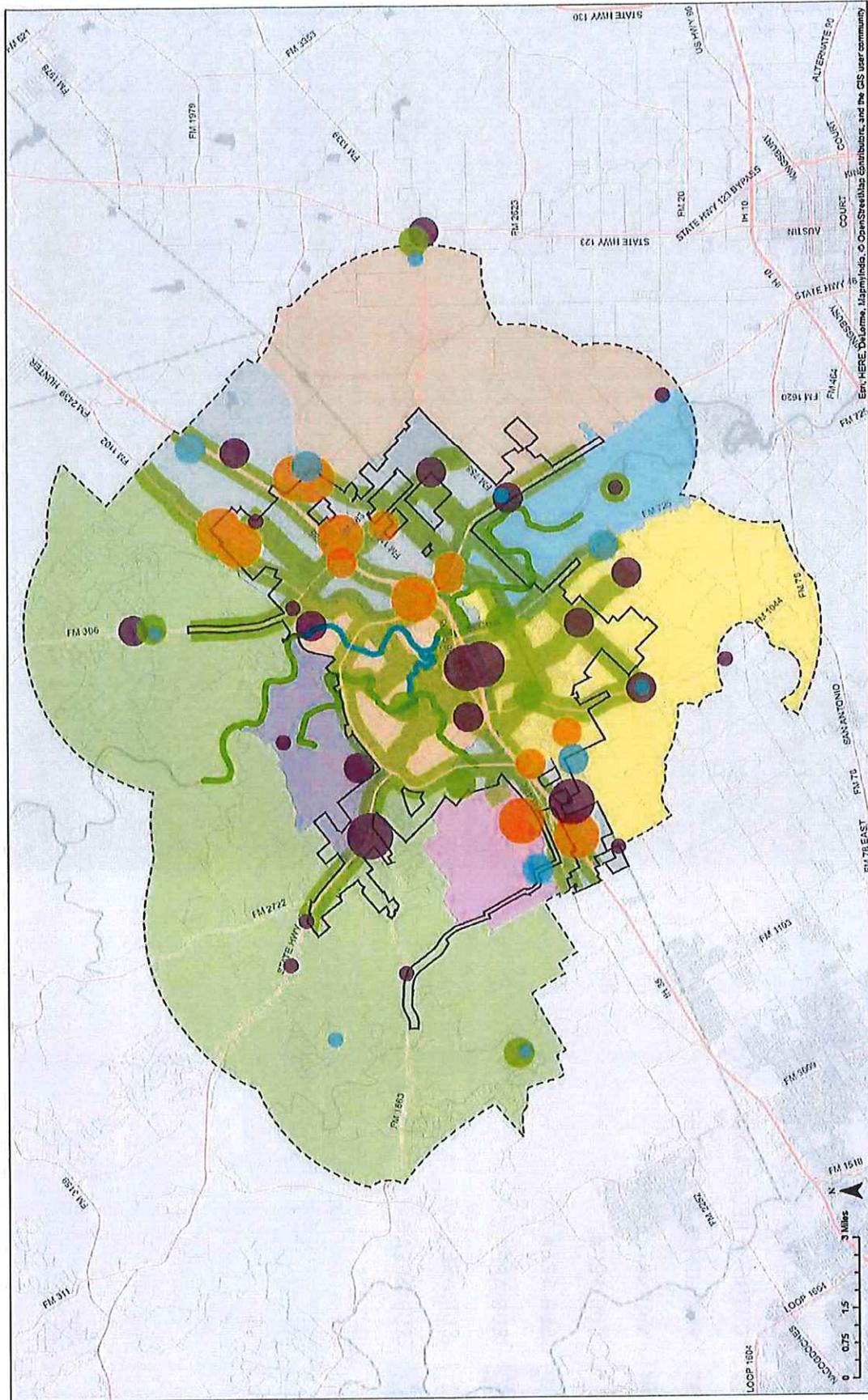


Legend

	Subject_Property
	Residential Low Density
	Residential Medium Density
	Residential High Density
	Commercial
	Resort
	Open
	Drainage

PZ-18-039
 1193 Gruene Road
 R-2 to C-1A





A Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries. Preferred future growth scenario combines Scenarios A and C per recommendations of the Envision New Braunfels Steering Committee (February 2018). Exact boundaries of sub areas, centers, and corridors may be [zoomed and viewed online](#).

FUTURE LAND USE PLAN

A future land use plan is how land is envisioned to be. It establishes priorities for more detailed plans (sub area plans) and for detailed topical plans (such as parks and open spaces, trails and roads). It cannot be interpreted without the goals and actions of Envision New Braunfels.

- 
TRANSITIONAL MIXED-USE CORRIDOR
 Transitional Mixed-Use Corridors express an aspiration to retrofit existing auto-dominated retail corridors with a mix of uses and a variety of travel modes over time.
- 
OUTDOOR RECREATION CENTER
 Outdoor Recreation Centers are centered around a public or private outdoor destination like Fischer Park.
- 
EMPLOYMENT CENTER
 Employment Centers are mixed-use areas centered around office or industrial uses that can support significant employment.
- 
MARKET CENTER
 Market Centers are mixed-use areas anchored by a retail destination where surrounding residents go to get daily goods and services.
- 
CIVIC CENTER
 Civic Centers are mixed-use areas centered around a civic destination such as City Hall, a library or a recreation center.

SUB AREA 1

Sub Area 1 includes the Downtown, Gruene and the Mid-Century or older neighborhoods that surround them. It is home to the natural springs and headwaters of flowing rivers that have attracted New Braunfelsers to the town for centuries.

SUB AREA 2

Sub Area 2 refers to the neighborhoods and residential enclaves that have grown alongside the Hill Country landscape.

SUB AREA 3

Sub Area 3 includes a planned community offering a diversity of housing, distinct community centers and preserved Hill Country landscape features.

SUB AREA 4

At the heart of Sub Area 4 is Fischer Park. Proximity to IH-35, downtown and neighboring communities like McQueeney makes this area highly desirable and accessible.

SUB AREA 5

Sub Area 5 bridges together many communities east of IH-35. It includes the scenic landscape along both banks of the Guadalupe River between Highway 46 and FM 725.

SUB AREA 6

Sub Area 6 expresses an aspiration for conservation communities focused around maintaining and enhancing ecological integrity while allowing some level of development to occur.

SUB AREA 7

Sub Area 7 includes parts of the city currently being mined for natural resources. These sites may become parks and open space, mixed-use communities or new commercial or entertainment areas in the future.

SUB AREA 8

This fast-growing Sub Area includes many neighborhoods offering affordable places for young families to live.

PLANNING COMMISSION – JANUARY 8, 2019 – 6:00PM

New Braunfels City Hall Council Chambers

Applicant/Owner: Tracy Savell

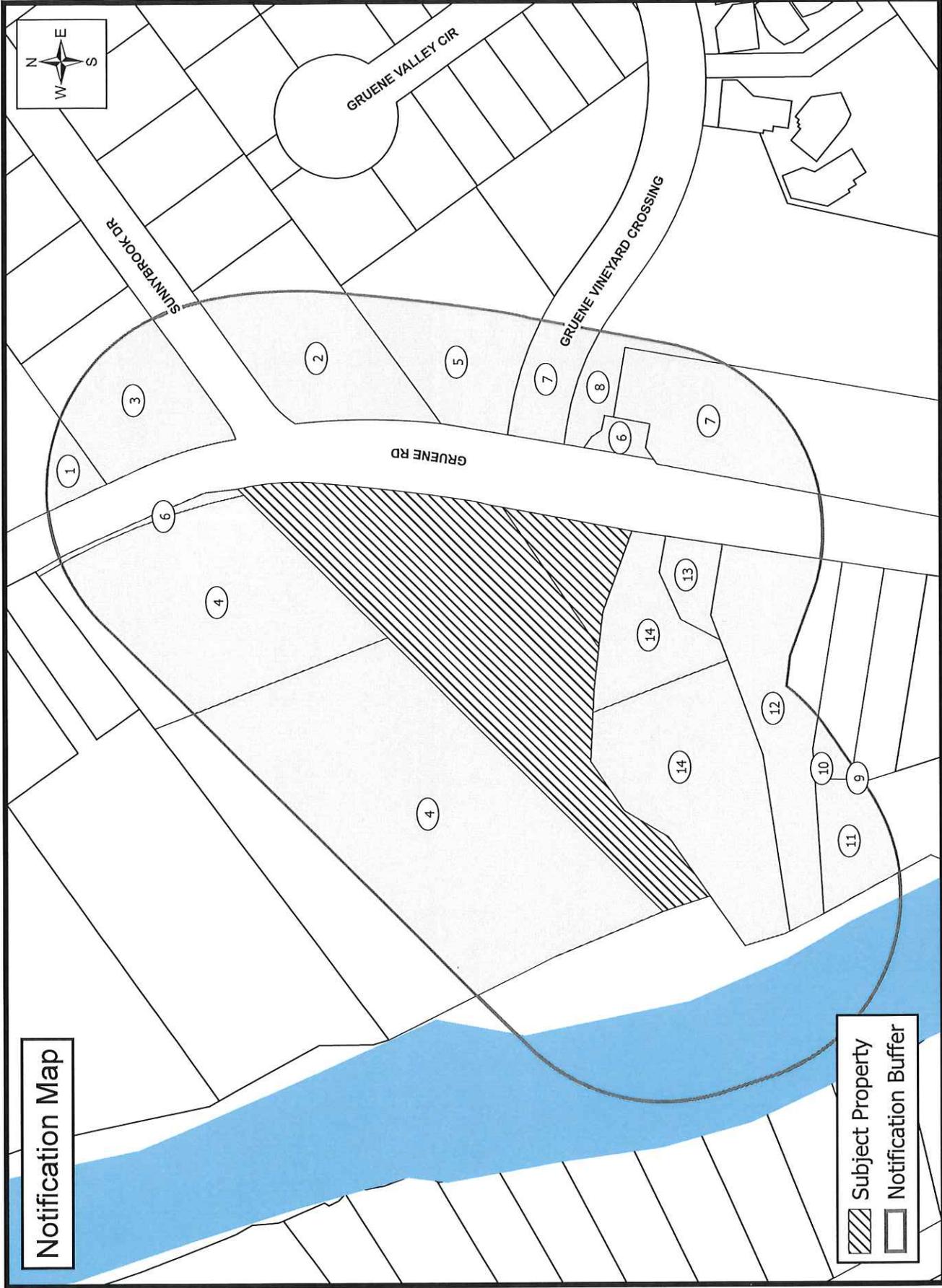
Address/Location: 1193 Gruene Road

PROPOSED ZONE CHANGE – CASE #PZ-18-039

The circled 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 | GRUENE TEXAS 90 LLC | 8 | GRUENE COMMONS LTD |
| 2 | CEOSA INVESTMENTS LLC | 9 | RICH RUTH |
| 3 | WEST ROBERT L | 10 | FREDRICKSON TERRY LEE |
| 4 | GILLUM DEVELOPMENT LP | 11 | RIVER BLUFF AT GRUENE HOA |
| 5 | CEOSA GRUENE STONE LLC | 12 | GRUENE RIVER BLUFF LLC |
| 6 | NEW BRAUNFELS CITY OF | 13 | CARR WILLIAM M JR |
| 7 | VINEYARD AT GRUENE POA | 14 | MONROE CARR & ASSOCIATES INC |

SEE MAP



Notification Map

 Subject Property
 Notification Buffer

Map Created 12/21/18

PZ-18-039
 1193 Gruene Road
 R-2 to C-O



3.4-17. "C-O" Commercial office district.

Purpose. The commercial office district is established to create a mixed use district of professional offices and residential use. The regulations set forth in this article are intended to encourage adaptive reuse of buildings or new office developments of the highest character in areas that are compatible and sensitive to the surroundings and ensure historic integrity. Such uses should not generate excess additional traffic or access problems.

(a) *Authorized uses.* Uses permitted by right shall be those set forth in the Land Use Matrix in Section 4 of this Chapter. The allowed uses in the district, which are intended to be identical with those listed in the Land Use Matrix, are as follows

(1) *Uses permitted by right:*

Residential uses:

- Accessory building/structure
- Accessory dwelling (one accessory dwelling per lot, no kitchen)
- Bed and breakfast inn (see Sec. 5.6)
- Boardinghouse/lodging house
- Community home (see definition)
- Dormitory (in which individual rooms are for rental)
- Duplex / two-family / duplex condominiums
- Hospice
- Multifamily (apartments/condominiums)
- One family dwelling, detached
- Residential use in buildings with the following non-residential uses
- Single family industrialized home (see Sec. 5.8)
- Townhouse (attached)
- Zero lot line / patio homes

Non-residential uses:

- Accounting, auditing, bookkeeping, and tax preparations
- Adult day care (no overnight stay)
- Answering and message services
- Antique shop (household items)
- Armed services recruiting center
- Art dealer / gallery
- Artist or artisan's studio
- Bakery (retail)
- Bank, savings and loan, or credit union
- Barber/beauty shop, haircutting (non-college)
- Barns and farm equipment storage (related to agricultural uses)
- Book store
- Cemetery and/or mausoleum
- Check cashing service
- Church/place of religious assembly
- Clinic (dental)
- Clinic (emergency care)
- Clinic (medical)
- Coffee shop
- Community building (associated with residential uses)
- Confectionery store (retail)
- Contractor's temporary on-site construction office (only with permit from building official)
- Credit agency
- Electrical substation

Farms, general (crops) (see Chapter 6, Municipal Code and Sec. 5.9)
Farms, general (livestock/ranch) (see Chapter 6, Municipal Code and Sec. 5.9)
Garden shops and greenhouses
Golf course (public or private)
Governmental building or use
Kiosk (providing a retail service)
Laundry/dry cleaning (drop off/pick up)
Locksmith
Needlework shop
Offices, brokerage services
Offices, business or professional
Offices, computer programming and data processing
Offices, consulting
Offices, engineering, architecture, surveying or similar
Offices, health services
Offices, insurance agency
Offices, legal services - including court reporting
Offices, medical offices
Offices, real estate
Offices, security/commodity brokers, dealers, exchanges and financial services
Park and/or playground (private or public)
Photographic printing/duplicating/copy shop or printing shop
Photographic studio (no sale of cameras or supplies)
Photographic supply
Public recreation/services building for public park/playground areas
Recreation buildings (public)
Research lab (non-hazardous)
Retirement home/home for the aged - public
School, K-12 (public or private)
School, vocational (business/commercial trade)
Security monitoring company (no outside storage or installation)
Shoe repair shops
Telemarketing agency
Telephone exchange buildings (office only)
Tennis court (commercial)
Travel agency
University or college (public or private)
Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system

Any comparable business or use not included in or excluded from any other district described herein.

(2) *Conflict.* In the event of conflict between the uses listed in the Land Use Matrix and those listed in Subsection (1), the uses listed in this subsection shall be deemed those authorized in the district.

(b) *Maximum height, minimum area and setback requirements.*

(1) Non-residential uses.

(i) *Height.* 35 feet.

(ii) *Front building setback.* 15 feet.

(iii) *Side building setback.* A side building setback of not less than five feet shall be provided for a single story building or structure in which there are no openings to the side yard. A minimum 10 foot side building setback shall be provided for a single story building or structure with openings to the side yard.

(iv) *Rear building setback.* 20 feet.

(v) *Residential setback.* Effective November 8, 2006, where a non-residential building abuts a one or two family use or zoning district, the setback from the one or two family property line shall be at least 20 feet plus one foot for each foot of building height over 20 feet.

(vi) *Width of lot.* 60 feet.

(vii) *Corner lots.* Buildings on corner lots shall have 15-foot side building setbacks adjacent to the street except when abutting any residential district where the side building setback shall then become a minimum of 25-feet.

(viii) *Garage setback.* Where a driveway is located in front of a garage, the garage shall be setback 20 feet from the right-of-way or the driveway to the garage shall be at least 20 feet long to provide enough space for a vehicle to park without overhanging into the right-of-way, if the garage door is closed. (See Illustration 8 in Sec. 5.1-1)

(ix) *Parking.* See Sec. 5.1 for permitted uses' parking.

(2) One family dwellings:

(i) *Height.* 35 feet.

(ii) *Front building setback.* 25 feet.

(iii) *Side building setback.* There shall be a side building setback on each side of a building not less than five feet in width. Buildings on corner lots shall have 15-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the rear lot lines of the adjacent lots. Buildings on corner lots shall have 25-foot side building setbacks adjacent to the street where the rear lines of the corner lots coincide with the side lot lines of the adjacent lots.

(iv) *Rear building setback.* 20 feet.

(v) *Width of lot.* The minimum width of an interior lot shall be 60 feet and the minimum width of a corner lot shall be 70 feet.

(vi) *Lot area per family.* Every single-family dwelling hereafter erected or altered shall provide a lot area of not less than 6,600

square feet per dwelling for interior lots, and 7,000 square feet per dwelling for corner lots, provided that where a lot has less area than herein required and such lot was in separate ownership prior to September 25, 1967, this requirement will not prohibit the erection of a one-family dwelling. Where public or community sewer is not available and in use for the disposal of all sanitary sewage, each lot shall provide not less than one half acre not located over the recharge zone and one acre located over the recharge zone.

(vii) *Parking*. Two off-street parking spaces shall be provided for each one family detached dwelling. See Section 5.1 for other permitted uses' parking.

(3) Duplexes.

(i) *Height*. 35 feet.

(ii) *Front yards*. 25 feet.

(iii) *Side building setback*. There shall be a side building setback on each side of a building not less than 5 feet in width. Buildings on corner lots shall have 15-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the rear lot lines of the adjacent lots. Buildings on corner lots shall have 25-foot side building setbacks adjacent to the street where the rear lines of the corner lots coincide with the side lot lines of the adjacent lots.

(iv) *Garage setback*. Where a driveway is located in front of a garage, the garage shall be setback 20 feet from the right-of-way or the driveway to the garage shall be at least 20 feet long to provide enough space for a vehicle to park without overhanging into the right-of-way, if the garage door is closed. (See Illustration 8 in Sec. 5.1-1)

(v) *Rear building setback*. 20 feet.

(vi) *Width of lot*. The minimum width of an interior lot shall be 60 feet and the minimum width of a corner lot shall be 70 feet.

(vii) *Lot area per family*. Duplexes hereafter erected or altered shall have a lot area of not less than 8,000 square feet for an interior lot and 8,500 square feet for a corner lot. Where a public or community sewer is not available and in use for the disposal of all sanitary sewage, each lot shall provide not less than one acre and approved by the City Sanitarian.

(viii) *Parking*. Two off-street parking spaces shall be provided for each two-family dwelling unit. See Section 5.1 for other permitted uses' parking.

(4) Multifamily dwellings.

(i) *Height*. 45 feet; 60 feet when a pitched roof is used (minimum 4:12 slope).

(ii) *Front building setback.* 25 feet.

(iii) *Rear building setback.* 25 feet.

(iv) *Side building setback.* A side building setback of 20 feet shall be provided. Buildings on corner lots shall have 15-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the rear lot lines of the adjacent lots. Buildings on corner lots shall have 25-foot side building setbacks adjacent to the street where the rear lines of the corner lots coincide with the side lot lines of the adjacent lots.

(v) *Garage setback.* Where a driveway is located in front of a garage, the garage shall be setback 20 feet from the right-of-way or the driveway to the garage shall be at least 20 feet long to provide enough space for a vehicle to park without overhanging into the right-of-way, if the garage door is closed. (See Illustration 8 in Sec. 5.1-1)

(vi) *Residential setback.* Effective November 8, 2006, where a multifamily dwelling abuts a one or two family use or zoning district, the setback from the one or two family property line shall be at least 20 feet plus one foot for each foot of building height over 20 feet.

(vii) *Parking and accessory uses.* Parking may encroach into the interior side and rear building setback as long as a solid screening fence or wall of six to eight feet in height is erected along the interior side and rear property lines. Accessory uses such as swimming pools, tennis courts and playgrounds will not be permitted within any required yard.

(viii) *Width of lot.* The minimum width of an interior lot shall be 60 feet and the minimum width of a corner lot shall be 70 feet.

(ix) *Density.* 24 units per acre.

(x) *Lot area.* 20,000 square feet.

(xi) *Lot coverage.* The combined area of all yards shall not be less than 50 percent of the total lot or tract; provided however, that in the event enclosed or covered parking is provided, the minimum total yard area requirement shall be 40 percent of the total lot or tract.

(xii) *Distance between structures.* There shall be a minimum of 10 feet between structures side by side; a minimum of 20 feet between structures side by front or rear; a minimum of 40 feet between structures front to front; and a minimum of 20 feet between structures backing rear to rear. (See Illustration 2)

(xiii) *Parking.*

For apartments, apartment hotel units and other multifamily dwellings, off-street parking spaces shall be provided in accord with the following schedule:

1. One-bedroom apartment or unit . . . 1 1/2 spaces
2. Two-bedroom apartment or unit . . . 2 spaces
3. Each Additional bedroom . . . 1/2 space
4. Each dwelling unit provided exclusively for low income elderly occupancy . . . 3/4 space ("Low income elderly" is defined as any person 55 years of age or older with low or moderate income, according to HUD standards.)

See Section 5.1 for other permitted uses parking.

(5) Townhouses.

(i) *Height.* 35 feet.

(ii) *Front building setback.* 10 feet. If front entry garages/carports are provided, a minimum front yard of 20 feet shall be provided to the garage/carport.

(iii) *Side building setback.* No side building setbacks are required for interior lots except the minimum distance between two building groups shall be 20 feet and the minimum distance between a building group and any abutting subdivision boundary or zoning district boundary line shall be 20 feet. Buildings on corner lots shall have 15-foot side building setbacks adjacent to the street, except where the rear lot line of a corner lot coincides with a side lot line of an adjacent lot, then 25-foot minimum side yards adjacent to the street shall be provided.

(iv) *Garage setback.* Where a driveway is located in front of a garage, the garage shall be setback 20 feet from the right-of-way or the driveway to the garage shall be at least 20 feet long to provide enough space for a vehicle to park without overhanging into the right-of-way, if the garage door is closed. (See Illustration 8 in Sec. 5.1-1)

(v) *Rear building setback.* No building shall be constructed closer than ten feet from the rear property line. If the rear of the lots abut any other residential zoning district, the rear building setback shall have a minimum depth of 20 feet.

(vi) *Width of lot.* Interior lots shall have a minimum width of 25 feet. Corner lots shall have a minimum width of 40 feet except where the rear lot line of a corner lot coincides with a side lot line of an adjacent lot, then the corner lot shall have a minimum width of 50 feet.

(vii) *Lot depth.* 100 feet.

(viii) *Lot area per family.* 2,500 square feet.

(ix) *Common open space.* A minimum of 250 square feet of common open space per lot shall be provided within the townhouse project. In computing the required common open space, individually owned townhouse lots, required front, rear, or side setbacks, streets, alleys, or public rights-of-way of any kind, vehicular drives, parking areas, service drives, or utility easements containing or permitting overhead pole carried service shall not be included. Drainage easements and detention ponds may be used in computing common open space.

(x) *Building group.* There shall be no less than two nor more than eight individual dwelling units in each building or dwelling group. Each building group shall be at least 20 feet from any other building group, measured from the nearest points of their foundations. Each building or building group shall be at least 20 feet from any subdivision or zoning district boundary line.

(xi) *Accessory buildings.* Any detached accessory buildings permitted, except carports open on at least two sides, shall be set at least three feet away from the side lot line unless their walls are equal in fire resistance to the common walls of the main structure. Detached carports, open on at least two sides, may be built to the property line with no common wall required. Rear building setback for an accessory building shall be three feet. Any accessory building permitted in district "R-1" shall be permitted in district "TH."

(xii) *Parking.* There shall be at least two off-street parking spaces for each townhouse. See Section 5.1 for other permitted uses' parking.

(6) Zero lot line / patio homes.

(i) *Height.* 35 feet.

(ii) *Front building setback.* 10 feet. If front entry garages/carports are provided, a minimum front yard of 20 feet shall be provided to the garage/carport.

(iii) *Side building setback.* There shall be no side building setback required on one side of the lot and a minimum of 10 feet in the opposite side yard. If the side of the lot abuts any other residential zoning district, that side building setback shall have a minimum of ten feet. The dwelling on the "no side building setback required" side may be off-set from the property line by no more than one foot.

(iv) *Corner lots.* Buildings on corner lots shall provide a minimum exterior side building setback of 10 feet. If entry to a garage/carport is provided on the exterior side, a minimum yard of 20 feet shall be provided to the garage/carport.

(v) *Rear building setback.* If rear entry garages/carports are provided from an alley, the rear building setback shall have a

minimum depth of 20 feet. If no alley is provided and garage/carport entries are from the front, the rear building setback shall have a minimum depth of 10 feet. If the rear of the lots abut any other residential zoning district, the rear building setback shall have a minimum depth of 20 feet.

(vi) *Width of lot.* 40 feet.

(vii) *Lot area.* 4,000 square feet.

(viii) *Lot depth.* 100 feet.

(ix) *Minimum area zoned.* Not less than three lots with common side lot lines will be zoned for zero lot line homes. When facing on the same street within the same block, mixing of ZH structures and other residential structures will not be allowed. However, this does not preclude other residential uses on one side of a street with ZH uses on the opposite side of the street within the same block or different blocks.

(x) *Zero lot line wall.* No door or window openings shall be built into the side wall facing the zero lot line except those that are more than three feet from the property line and screened by a masonry wall at least eight feet in height so that the opening(s) is not visible from the adjoining property. (See Illustration 3, "ZH-A" district)

(xi) *Maintenance, drainage and overhang easement.* A maintenance, drainage and overhang easement of five feet shall be provided on each lot that is adjacent to a lot with a zero setback allowance. This easement shall be for the purpose of maintaining the wall and foundation that is adjacent to one side property line to provide for proper maintenance and drainage.

(xii) *Overhang.* Eaves and gutters may overhang the zero lot line side of the lot by no more than 18 inches. If there is an overhang over the lot line, a gutter is required such that roof runoff shall not be deposited over the lot line onto adjoining property.

(xiii) *Parking.* There shall be at least two off-street parking spaces for each zero lot line home. See Section 5.1 for other permitted uses' parking.

(c) *Parking and off-street loading requirements.* The parking requirements for the permitted uses described herein are outlined in Section 5.1. In the case of mixed uses, i.e., residential and commercial, the parking requirements shall be additive.



Draft Minutes for the January 8, 2019 Planning Commission Regular Meeting

PZ-18-039 Public hearing and recommendation to City Council regarding the proposed rezoning of 1.795 acres out of the AP Fuquay Survey 35 A-15, addressed at 1193 Gruene Road, from “R-2” Single and Two-family District to “C-O” Commercial Office District.

(Applicant: T. Savell; Case Manager: H. Mullins)

Mrs. Mullins presented the Staff report and recommended approval.

Chair Edwards invited the applicant to speak.

Mark Savell, 1193 Gruene Road, stated he was the applicant. He explained the purpose of the rezoning was to eventually operate a short-term rental at the property to offset the cost of property taxes. He stated he does not intend to use the property for anything other than short-term rental.

Chair Edwards asked if anyone wished to speak in favor.

No one spoke.

Chair Edwards asked if anyone wished to speak in opposition.

No one spoke.

Motion by Commissioner Laskowski, seconded by Commissioner Nolte, to close the public hearing. Motion carried (8-0-0).

Motion by Commissioner Laskowski, seconded by Commissioner Nolte, to recommend approval to City Council regarding the proposed rezoning of 1.795 acres out of the AP Fuquay Survey 35 A-15, addressed at 1193 Gruene Road, from “R-2” Single and Two-family District to “C-O” Commercial Office District. Motion carried (8-0-0).

ORDINANCE NO. 2019-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING 1.795 ACRES OUT OF THE AP FUQUAY SURVEY 35 A-15, ADDRESSED AT 1193 GRUENE ROAD, FROM “R-2” SINGLE AND TWO-FAMILY DISTRICT TO “C-O” COMMERCIAL-OFFICE DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, in keeping with the spirit and objectives of the “C-O” Commercial-Office District, the City Council has given due consideration to all components of said district; and

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

WHEREAS, the City Council desires to amend the Zoning Map by rezoning 1.795 acres out of the AP Fuquay Survey 35 A-15, addressed at 1193 Gruene Road, from “R-2” Single and Two-Family District to “C-O” Commercial-Office District; **now, therefore;**

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

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by rezoning the following described tract of land from “R-2” to “C-O” Commercial-Office District:

1.795 acres out of the AP Fuquay Survey 35 A-15, addressed at 1193 Gruene Road, as described in Exhibit “A” and delineated on Exhibit “B” attached.

SECTION 2

THAT all provisions of the Code of Ordinances of the City of New Braunfels not herein amended or repealed shall remain in full force and effect.

SECTION 3

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

SECTION 4

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

SECTION 5

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

PASSED AND APPROVED: First reading this 28th day of January, 2019.

PASSED AND APPROVED: Second reading this 11th day of February, 2019.

CITY OF NEW BRAUNFELS

BARRON CASTEEL, Mayor

ATTEST:

PATRICK D. ATEN, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

URBANCIVIL™

Job No. 1804.07.NB
May 16th, 2018

1.795 Acres

State of Texas
County of Comal

Fieldnotes, for a 1.795 Acre tract, situated in the A. P. Fuquay Survey Number 35, Abstract Number 155, Comal County, Texas, comprised of a 0.2435 Acre tract, described in a Deed from Van Horn Lodge at Gruene, Ltd., to Larry Anderson and wife, Mary Margaret Anderson, as recorded in Document Number 201206041725 of the Official Public Records of Comal County, Texas and the remainder of a 1.943 acre tract described in a Deed from Mary Margaret Anderson to Larry Anderson, as recorded in Document Number 9806004418, of the said Official Public Records; said 1.795 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Illegible Yellow Plastic Cap found, on the West Right-of-Way line of Gruene Road, the Northeast corner of a Variable Width Access Easement, as shown on the Replat of Lot 12, River Bluff at Gruene, Unit 2, Establishing Lots 12R-1, 12R-2 and 12R-3, as recorded in Document Number 201606041337, of the Map and Plat Records of Comal County, Texas, for the Southeast corner of the said 0.2435 Acre tract and this tract;

Thence, with the North line of the said River Bluff at Gruene, Unit 2, for the South line of this tract as follows:

- North 72°46'17" West, 95.57 Feet, to a ½ Inch Iron Rod with Red Plastic Cap stamped "KSC 5960" found, for a corner of the said Unit 2 and this tract;
- North 85°52'39" West, 86.66 Feet, to a ½ Inch Iron Rod with Red Plastic Cap stamped "KSC 5960" found, for a corner of the said Unit 2 and this tract;
- South 89°56'15" West, 79.45 Feet, to a ½ Inch Iron Rod with Red Plastic Cap stamped "KSC 5960" found, for a corner of the said Unit 2 and this tract;
- South 53°58'13" West, 66.34 Feet, to a ½ Inch Iron Rod with Red Plastic Cap stamped "KSC 5960" found, for a corner of the said Unit 2 and this tract;
- South 29°35'12" West, 58.01 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Unit 2 and this tract;
- South 53°33'55" West, 142.34 Feet, to a ½ Inch Iron Rod with Red Plastic Cap stamped "KSC 5960" found, on the West line of the said 1.943 Acre tract, for the Northwest corner of the said Unit 2, the Southwest corner of this tract;

Thence, North 19°09'47" West, with the West line of the said 1.943 Acre tract, 39.85 Feet, to a ½ Inch Iron Rod found, for the Northwest corner of the said 1.943 Acre tract and this tract;

Thence, North 44°58'08" East, with the North line of the said 1.943 Acre tract, 720.16 Feet, to a ½ Inch Iron Rod with Illegible Orange Plastic Cap found, on the said West Right-of-Way, for the Northeast corner of the said 1.943 Acre tract and this tract;

Exhibit "A"

Page 1 of 2

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PZ-18-039
1193 Gruene Road
R-2 to C-1A



2/11/2019

Agenda Item No. H)

Presenter/Contact

*Jared Werner, CFO, and Bart Fowler, City Bond Counsel
(830) 221-4395 - jwerner@nbtexas.org*

SUBJECT:

Approval of the second and final reading of an ordinance enlarging the boundaries of Reinvestment Zone Number One, City of New Braunfels, Texas; amending the project plan and finance plan for the zone to reflect the increased boundaries and include the Phase II Project; amending an economic development agreement between the City of New Braunfels, Texas and A-L 95 Creekside Town Center, L.P. to include the Phase II Project Improvements and estimated costs related thereto; authorizing the execution of a Phase II Tax Increment Participation interlocal agreement; and other matters in connection therewith.

BACKGROUND / RATIONALE:

The item presented this afternoon bifurcates two separate action items. First, is the approval of an amendment to the Project and Financing Plan for the zone to include Phase II project improvements and project costs. These improvements and estimated costs have been incorporated into the attached plan. The specifics of the Phase II expansion and associated infrastructure improvements were presented to the Tax Increment Reinvestment Zone (TIRZ) board on July 30, 2018 and January 10, 2019.

The second action item is tied to the expansion of the TIRZ boundaries to incorporate a piece of land currently owned by the City of New Braunfels. This site is ideal for Fire Station #7 and the proposed Fire Training Center. The attached map reflects the boundaries of the TIRZ should the additional property be included.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

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FISCAL IMPACT:

The expansion of the TIRZ boundaries does not have a fiscal impact. The property to be included is already owned by the City of New Braunfels. Therefore, there will be no net impact to the City or TIRZ from this expansion. As presented by the Developer of Creekside, the amendment to the Project and Financing Plan allows for an additional reimbursement to occur. This reimbursement will be limited to \$3,500,000 (construction costs) and will only come from property taxes and sales taxes generated within this new expansion. Moreover, the reimbursement will be paid on a "pay as you go" basis, meaning as the development and subsequent increment occurs.

COMMITTEE RECOMMENDATION:

The TIRZ Board of Directors unanimously recommends approval.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance.

ORDINANCE NO. 2019-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS ENLARGING THE BOUNDARIES OF REINVESTMENT ZONE NUMBER ONE, CITY OF NEW BRAUNFELS, TEXAS; AMENDING THE PROJECT PLAN AND FINANCE PLAN FOR THE ZONE TO REFLECT THE INCREASED BOUNDARIES AND INCLUDE THE PHASE II PROJECT; AMENDING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NEW BRAUNFELS, TEXAS AND A-L 95 CREEKSIDE TOWN CENTER, L.P. TO INCLUDE THE PHASE II PROJECT IMPROVEMENTS AND ESTIMATED COSTS RELATED THERETO; AUTHORIZING THE EXECUTION OF A PHASE II TAX INCREMENT PARTICIPATION INTERLOCAL AGREEMENT; AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City Council (the "Council") of the City of New Braunfels, Texas (the "City") adopted Ordinance No. 2007-45 on May 29, 2007, which designated Reinvestment Zone Number One, City of New Braunfels, Texas (the "Zone") pursuant to Section 311.005(a) of the Tax Increment Finance Act, Texas Tax Code, Chapter 311, as amended (the "Act"); and

WHEREAS, the Council adopted Ordinance No. 2007-59 on July 9, 2007, which adopted the Project Plan and Finance Plan for the Zone (the "Project and Financing Plan"); and

WHEREAS, the Council adopted Ordinance No. 2010-85 on November 22, 2010, which enlarged the boundaries of the Zone by approximately 18 acres; and

WHEREAS, the City desires to further enlarge the boundaries of the Zone by adding a certain geographic area for the City's fire station and fire training facility so that the boundaries of the Zone encompass the area depicted on the attached Exhibit A pursuant to Section 311.007 of the Act; and

WHEREAS, the City desires to amend the Project and Financing Plan to include the increase of the geographic boundaries of the Zone for the City's fire station and fire training facility as depicted on the attached Exhibit A and the Phase II Project Improvements and estimates of Phase II Project Costs as set forth in the Amended Project and Financing Plan attached as Exhibit B; and

WHEREAS, A-L 95 Creekside Town Center, L.P., a Texas limited partnership (the "Developer") has completed the Project and the Project Improvements as such terms are defined in the Economic Development Agreement between the City and the Developer dated March 12, 2007 (the "Economic Development Agreement") and described herein as the Phase I Project; and

WHEREAS, the City desires to amend the Economic Development Agreement to include an additional mixed-use phase totaling up to 500,000 square feet, with estimated construction costs and aggregate reimbursement to the Developer from lawfully available Zone revenues in an amount not to exceed \$3,500,000, plus reimbursement of the Developer's interest on any

expenditure authorized in the Amended Project and Financing Plan for a period of up to two years after the expenditure of funds by the Developer, located within the Zone boundaries ("Phase II Project") and establish a Phase II Tax Increment Fund related thereto which will only be funded from lawfully available funds after satisfaction of all currently existing obligations of the Zone, including any outstanding bonds of the Zone, as set forth in the Amendment to Economic Development Agreement attached as Exhibit D; and

WHEREAS, the City entered into a Tax Increment Participation Interlocal Agreement for the Zone with Comal County, Texas (the "County"), the Board of Directors of the Zone (the "Zone Board"), and the Developer on July 26, 2007 pursuant to Section 311.013 of the Act (as amended, the "Tax Increment Participation Interlocal Agreement") to permit the taxing units within the Zone to pay into the Tax Increment Fund tax increment produced from property located within the entirety of the Zone; and

WHEREAS, the City desires to execute a Phase II Tax Increment Participation Interlocal Agreement with the County, Zone Board and Developer (the "Phase II Agreement" attached hereto as Exhibit E) to permit the taxing units within the Zone to pay into the Phase II Tax Increment Fund, to the extent funds are lawfully available and all obligations have been satisfied, accrued or generated from property located within the boundaries of the Phase II Project as depicted in Exhibit C; and

WHEREAS, on January 10, 2019, the Zone Board adopted an amendment to the Project and Financing Plan (the "Amended Project and Financing Plan," attached herein as Exhibit F), increasing the geographic area of the zone for the City's fire station and training facility as depicted on the attached Exhibit A, and approved the Amended Project and Financing Plan; and

WHEREAS, on January 10, 2019, the Zone Board recommended that the City adopt the Amended Project and Financing Plan; and

WHEREAS, pursuant to the Act, the City must amend the Project and Financing Plan by ordinance; and

WHEREAS, notice of a public hearing to be held on January 28, 2019, was duly published in the *New Braunfels Herald-Zeitung* in its issue dated January 18, 2019, in compliance with Section 311.003(c) of the Act; and

WHEREAS, a public hearing was held on January 28, 2019, at 6 p.m. in City Hall, New Braunfels, Texas (the "Hearing") to consider the amendment to the Project and Financing Plan at which time the City provided a reasonable opportunity for protest in accordance with Section 311.003(d) of the Act; and

WHEREAS, the Council hereby finds and determines that the adoption of this Ordinance is in the best interests of the citizens of New Braunfels, Texas; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

SECTION 1. The City, after conducting the Hearing and having heard such evidence and testimony, has made the following findings and determinations based upon the testimony presented:

- (a) That the Hearing on the proposed Amended Project and Financing Plan has been properly called, held and conducted and that notices of the Hearing have been published at least seven (7) days before the Hearing in a newspaper of general circulation in the City.
- (b) That the boundaries of the Zone should be increased by adding approximately 4.5 acres of land to the Zone so that the boundaries of the Zone encompass the area depicted on the attached Exhibit A.

SECTION 2. The Project and Financing Plan is hereby amended to: (i) reflect the increase of the geographic boundaries of the Zone for the City's fire station and fire training facility as depicted on the attached Exhibit A and (ii) incorporate the addition of the Phase II Project.

SECTION 3. The Council hereby approves the Project and Financing Plan for the Zone, as amended herein.

SECTION 4. The Economic Development Agreement is hereby amended to include the Phase II Project and costs related thereto and establish a Phase II Tax Increment Fund.

SECTION 5. The execution by the City of the Phase II Agreement is hereby authorized.

SECTION 6. The officers of the City are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the documents approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof.

SECTION 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 8. All ordinances and 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 resolved herein.

SECTION 9. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10. 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, as if such invalid provision had never appeared herein, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. 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 Chapter 551, as amended, Texas Government Code.

SECTION 12. This Ordinance shall be in force and effect from and after its final passage and it is so ordained.

[The remainder of this page intentionally left blank.]

FIRST READING on the 28th day of January, 2019.

SECOND AND FINAL READING, PASSED, AND ADOPTED on the __ day of _____, 2019.

CITY OF NEW BRAUNFELS

Barron Casteel, Mayor

ATTEST:

Patrick Aten, City Secretary
(City Seal)

APPROVED AS TO LEGALITY:

Valeria Acevedo, City Attorney

EXHIBIT A

[Map and Boundaries of Added Acreage to Reinvestment Zone No. 1]

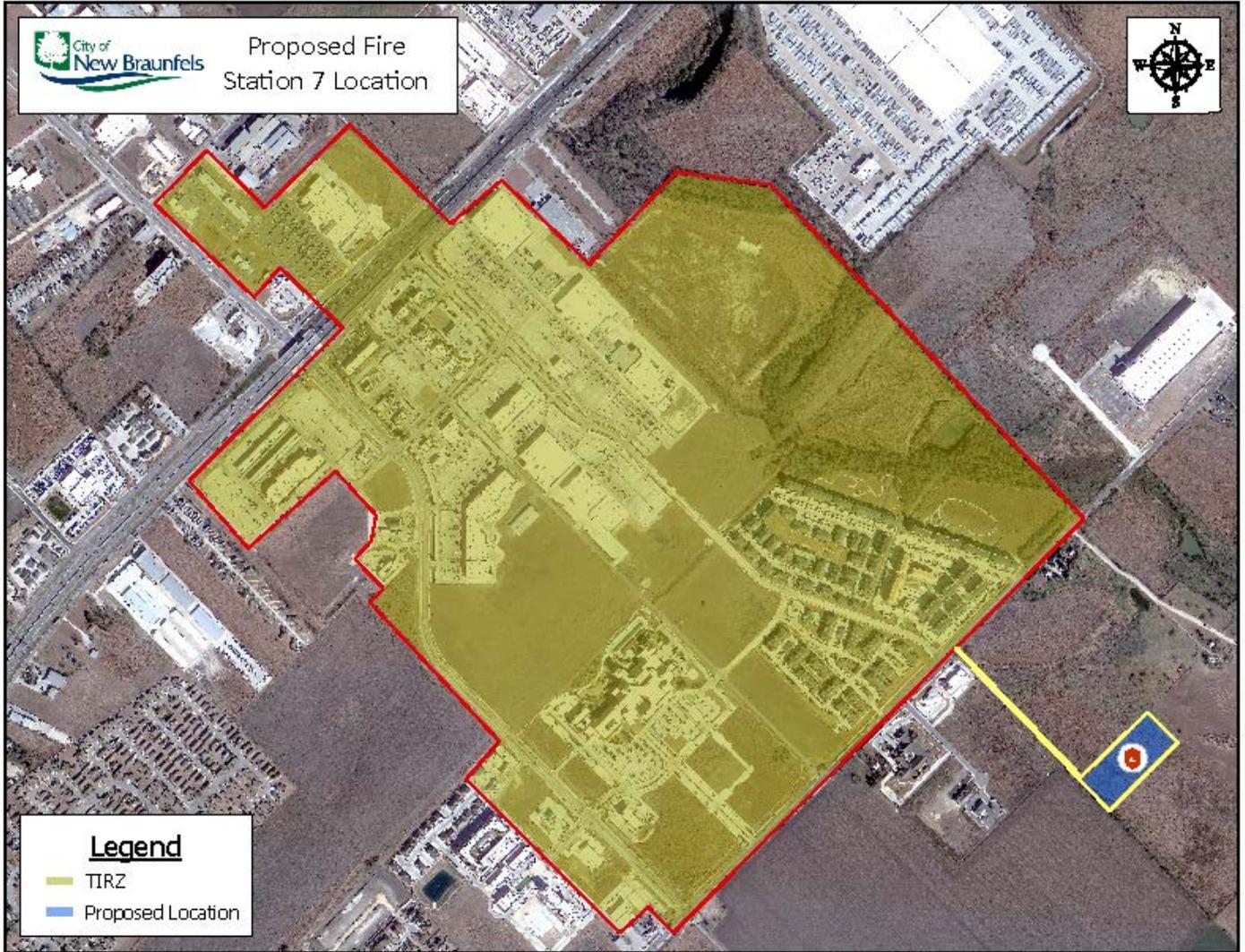


EXHIBIT B

[Amended Project and Financing Plan]

**Amended Project Plan & Reinvestment Zone Financing Plan
Tax Increment Reinvestment Zone No.1
City of New Braunfels, Texas**

**Amended Project Plan and Reinvestment Zone
Financing Plan**

- 1. Summary of Amendment
- 2. Exhibits

Summary of Amendment

Pursuant to Section 311.011(e), Texas Tax Code, an Amended Project Plan and Reinvestment Zone Financing Plan (the "Amended Project and Financing Plan") was adopted by the City of New Braunfels, Texas on January 28, 2019 to add approximately 4.5 acres of land for the fire station and a fire training facility for the City of New Braunfels, Texas into Tax Increment Reinvestment Zone No. 1, City of New Braunfels, Texas (the "TIRZ"), with an added anticipated cost between \$8,000,000 and \$13,000,000, and expected to be approximately \$10,500,000. The total TIRZ acreage after inclusion of the additional land will be approximately 512 acres. The boundaries of the TIRZ now encompass the area depicted on the attached **Exhibit A**. The Amended Plan additionally incorporates the Phase II Project Improvements and estimates of Phase II Project Costs listed in **Exhibit B** to this Amended Plan.

In connection with the addition of land and the Phase II Project, the exhibits attached hereto shall be incorporated into the Amended Plan. Except as amended by the revised exhibits attached hereto, the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone No.1 remains unchanged and in full force and effect.

Executive Summary of Phase II

An Amendment to Economic Development Agreement was executed by and between the City of New Braunfels, Texas (the "City") and A-L 95 Creekside Town Center, L.P. (the "Developer") dated January ____, 2019 (the "Amended Development Agreement"), which is hereby incorporated by reference. Under the Amended Development Agreement, the Developer will be reimbursed from revenue generated by the Zone within the boundaries of the Phase II Project in an amount not to exceed \$3,500,000 plus two years of interest for construction of infrastructure and drainage facilities within the Phase II Project. The Developer intends to construct the Phase II Project Improvements listed herein and will be reimbursed for costs incurred for the construction of the Phase II Project Improvements by the Authority through TIRZ revenues solely from tax increments having accrued or generated from the Phase II Project (the "Phase II Tax Increment") to the extent such funds are lawfully available. Disbursement of the Phase II Tax Increment is subordinate to owners and holders of any Bonds issued by the Authority.

EXHIBIT A

[Map and Boundaries of Added Acreage to Reinvestment Zone No. 1]

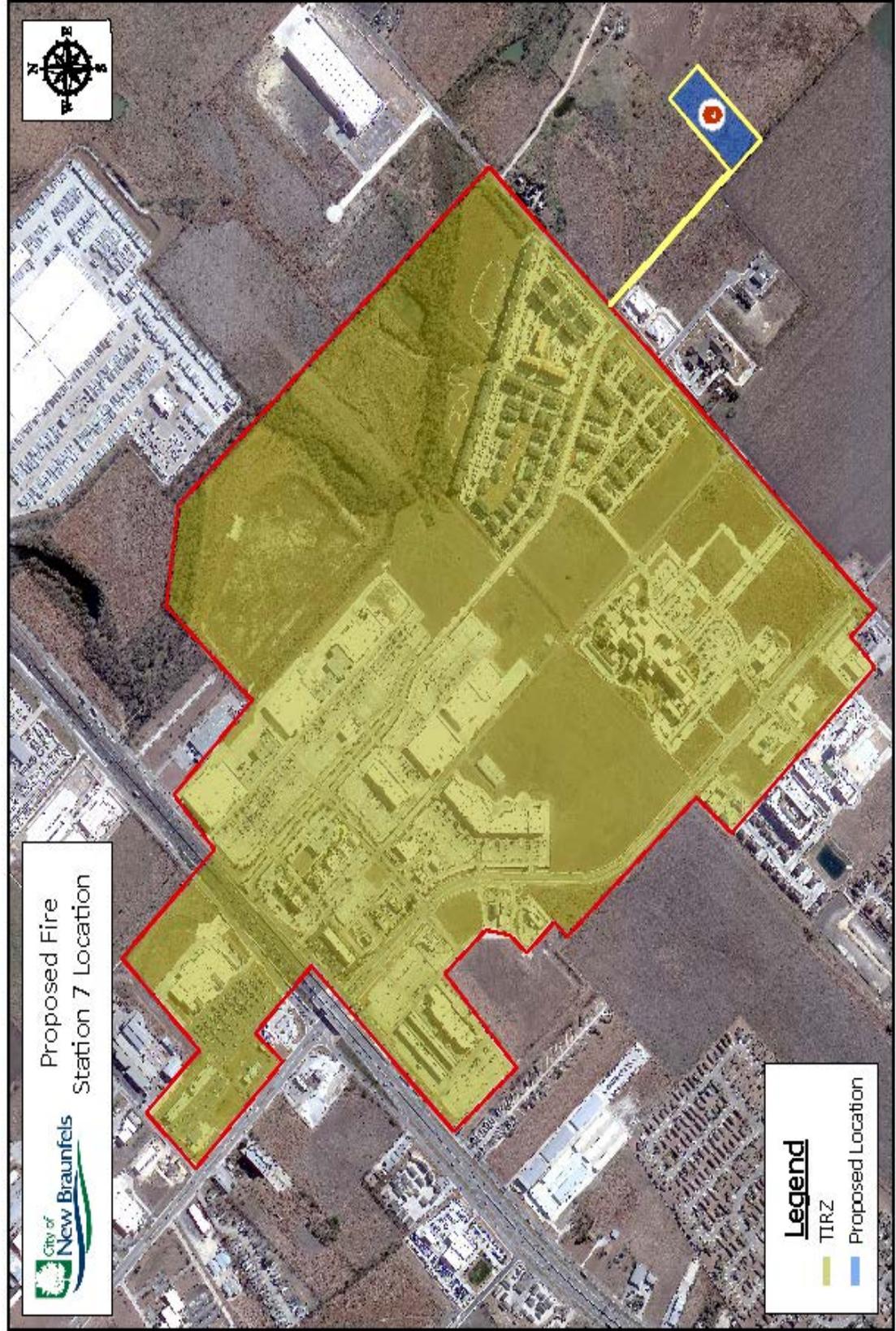
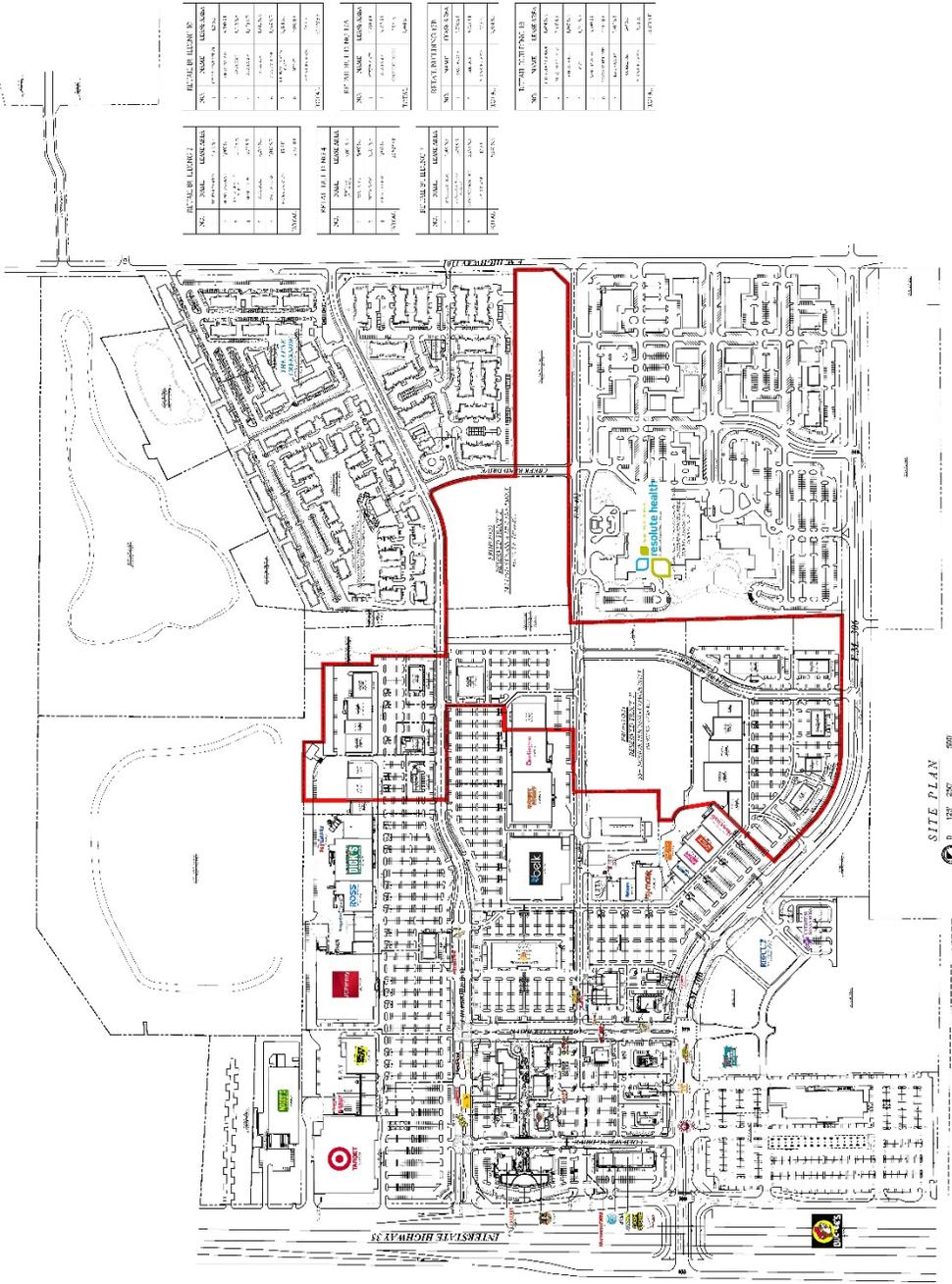


EXHIBIT B

[Map and Boundaries of the Phase II Project and the Phase II Project Improvements and Project Costs – Supplements Project Overview and Costs on Page 6]



NEW BRAUNFELS TOWN CENTER AT CREEKSIDE (SP-554)

EXHIBIT
 NCG OF INTERSTATE HIGHWAY 35 & F.M. 396
 NEW BRAUNFELS, TEXAS

NewQuest
 8824 W. Sam Houston Parkway N
 Houston, TX 77064
 281.477.4300 www.newquest.com

IMPAVEMENT SYNOPSIS			
MAJOR EAST-WESTING CENTER TRACTS			
TRAC #	LOW VOLUME	HIGHWAY	ADDITIONAL
1001.1	1001.1	1001.1	1001.1
1001.2	1001.2	1001.2	1001.2
1001.3	1001.3	1001.3	1001.3
1001.4	1001.4	1001.4	1001.4
1001.5	1001.5	1001.5	1001.5
1001.6	1001.6	1001.6	1001.6
1001.7	1001.7	1001.7	1001.7
1001.8	1001.8	1001.8	1001.8
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1001.12	1001.12	1001.12	1001.12
1001.13	1001.13	1001.13	1001.13
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1001.24	1001.24	1001.24	1001.24
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1001.28	1001.28	1001.28	1001.28
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1001.38	1001.38	1001.38	1001.38
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1001.41	1001.41	1001.41	1001.41
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1001.98	1001.98	1001.98	1001.98
1001.99	1001.99	1001.99	1001.99
1002.00	1002.00	1002.00	1002.00

DATE: 08-23-11

PROJECT: NEW BRAUNFELS TOWN CENTER AT CREEKSIDE (SP-554)

SCALE: AS SHOWN

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

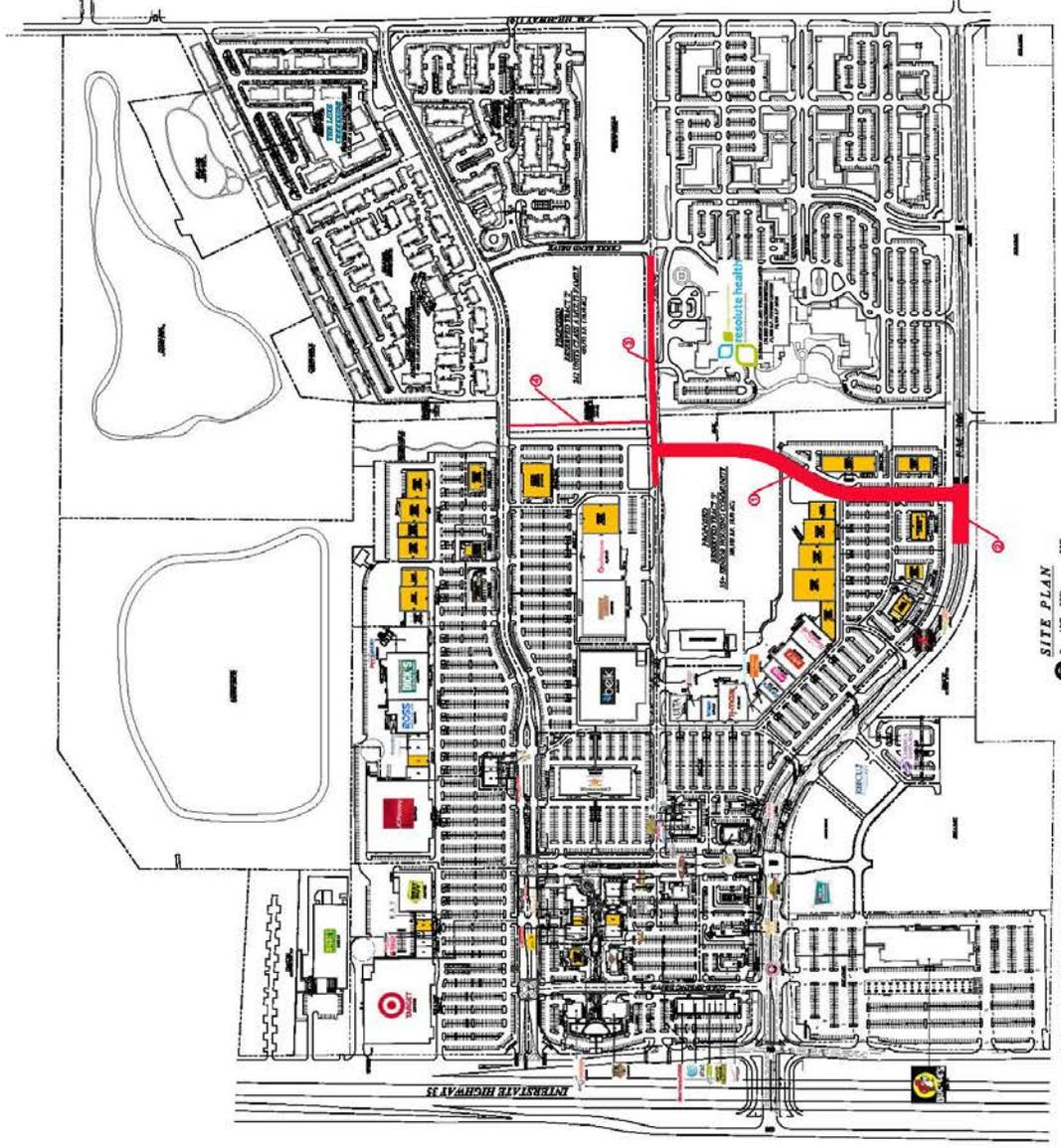
DATE: 08-23-11

DEVELOPMENT SYNOPSIS

TRACT #	TRACT NAME	TRACT AREA (AC)	TRACT PERCENTAGE	TRACT TOTAL AREA (AC)	TRACT TOTAL PERCENTAGE
TRACT 1	TRACT 1 NAME	1.00	100%	1.00	100%
TRACT 2	TRACT 2 NAME	2.00	200%	2.00	200%
TRACT 3	TRACT 3 NAME	3.00	300%	3.00	300%
TRACT 4	TRACT 4 NAME	4.00	400%	4.00	400%
TRACT 5	TRACT 5 NAME	5.00	500%	5.00	500%
TRACT 6	TRACT 6 NAME	6.00	600%	6.00	600%
TRACT 7	TRACT 7 NAME	7.00	700%	7.00	700%
TRACT 8	TRACT 8 NAME	8.00	800%	8.00	800%
TRACT 9	TRACT 9 NAME	9.00	900%	9.00	900%
TRACT 10	TRACT 10 NAME	10.00	1000%	10.00	1000%
TRACT 11	TRACT 11 NAME	11.00	1100%	11.00	1100%
TRACT 12	TRACT 12 NAME	12.00	1200%	12.00	1200%
TRACT 13	TRACT 13 NAME	13.00	1300%	13.00	1300%
TRACT 14	TRACT 14 NAME	14.00	1400%	14.00	1400%
TRACT 15	TRACT 15 NAME	15.00	1500%	15.00	1500%
TRACT 16	TRACT 16 NAME	16.00	1600%	16.00	1600%
TRACT 17	TRACT 17 NAME	17.00	1700%	17.00	1700%
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TRACT 19	TRACT 19 NAME	19.00	1900%	19.00	1900%
TRACT 20	TRACT 20 NAME	20.00	2000%	20.00	2000%
TRACT 21	TRACT 21 NAME	21.00	2100%	21.00	2100%
TRACT 22	TRACT 22 NAME	22.00	2200%	22.00	2200%
TRACT 23	TRACT 23 NAME	23.00	2300%	23.00	2300%
TRACT 24	TRACT 24 NAME	24.00	2400%	24.00	2400%
TRACT 25	TRACT 25 NAME	25.00	2500%	25.00	2500%
TRACT 26	TRACT 26 NAME	26.00	2600%	26.00	2600%
TRACT 27	TRACT 27 NAME	27.00	2700%	27.00	2700%
TRACT 28	TRACT 28 NAME	28.00	2800%	28.00	2800%
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TRACT 33	TRACT 33 NAME	33.00	3300%	33.00	3300%
TRACT 34	TRACT 34 NAME	34.00	3400%	34.00	3400%
TRACT 35	TRACT 35 NAME	35.00	3500%	35.00	3500%
TRACT 36	TRACT 36 NAME	36.00	3600%	36.00	3600%
TRACT 37	TRACT 37 NAME	37.00	3700%	37.00	3700%
TRACT 38	TRACT 38 NAME	38.00	3800%	38.00	3800%
TRACT 39	TRACT 39 NAME	39.00	3900%	39.00	3900%
TRACT 40	TRACT 40 NAME	40.00	4000%	40.00	4000%
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TRACT 42	TRACT 42 NAME	42.00	4200%	42.00	4200%
TRACT 43	TRACT 43 NAME	43.00	4300%	43.00	4300%
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TRACT 95	TRACT 95 NAME	95.00	9500%	95.00	9500%
TRACT 96	TRACT 96 NAME	96.00	9600%	96.00	9600%
TRACT 97	TRACT 97 NAME	97.00	9700%	97.00	9700%
TRACT 98	TRACT 98 NAME	98.00	9800%	98.00	9800%
TRACT 99	TRACT 99 NAME	99.00	9900%	99.00	9900%
TRACT 100	TRACT 100 NAME	100.00	10000%	100.00	10000%

RETAIL BUILDING I	NO.	NAME	AREA (SQ FT)	TYPE
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3	3	RETAIL BUILDING I-3	1000	RETAIL
4	4	RETAIL BUILDING I-4	1000	RETAIL
5	5	RETAIL BUILDING I-5	1000	RETAIL
6	6	RETAIL BUILDING I-6	1000	RETAIL
7	7	RETAIL BUILDING I-7	1000	RETAIL
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99	99	RETAIL BUILDING I-99	1000	RETAIL
100	100	RETAIL BUILDING I-100	1000	RETAIL

- TIREZ WORK ITEMS**
1. Roadway widening - includes water, sanitary sewer, storm box, and 7" pavement.
 2. FM 308 - Median cut, turn lane and traffic light.
 3. Old FM 485 - Asphalt Overlay
 4. 10' Bleeway Path



NEW BRAUNFELS TOWN CENTER AT CREEKSIDE (SP-552)

PRELIMINARY STUDY
 NBC OF INTERSTATE HIGHWAY 35 & FM 306
 NEW BRAUNFELS, TEXAS

Creekside
Infrastructure Costs
7/30/2018
South Retail Phase (Public Infrastructure Only)

Item No.	Description	Amount	Unit	Unit Price	Item Total
Storm Box Extension					
1	Mobilization	1	LS	\$25,000.00	\$25,000
2	Clear and strip alignment	1.3	Acres	\$2,000.00	\$2,600
3	Connection at slope pavement at FM 483	1	Ea	\$15,000.00	\$15,000
4	9' x 6' RCB	1,425	LF	\$450.00	\$641,250
5	Junction box	5	Ea	\$10,000.00	\$50,000
6	Seed disturbed areas	1	Acres	\$800.00	\$800
7	Stabilized entrance	1	LS	\$750.00	\$750
	Storm Box Extension		Total		\$735,400
Sanitary Sewer Extension					
8	Mobilization	1	LS	\$20,000.00	\$20,000
9	Clear and strip alignment	2	Acres	\$2,000.00	\$4,000
10	10" Sanitary Sewer	2600	LF	\$55.00	\$143,000
11	Manhole	8	Ea	\$2,500.00	\$20,000
	Sanitary Sewer Extension		Total		\$187,000
Water Extension					
12	Mobilization	1	LS	\$20,000.00	\$20,000
13	Clear and strip alignment	1	Acres	\$2,000.00	\$2,000
14	12" Water	2765	LF	\$50.00	\$138,250
15	Fire Hydrant with cross and valve	12	Ea	\$5,000.00	\$60,000
16	Connection to existing lines	2	Ea	\$10,000.00	\$20,000
	Water Extension		Total		\$240,250
Roadway Costs					
17	Mobilization and bonds	1	LS	\$45,000.00	\$45,000
18	Roadway excavation	3100	CY	\$5.00	\$15,500
19	Subgrade Preparation	5100	SY	\$3.00	\$15,300
20	7" Pavement	4635	SY	\$42.00	\$194,670
21	Concrete Curb	2780	LF	\$3.00	\$8,340
22	Pavement Marking and Signage	1	LS	\$5,000.00	\$5,000
23	24" RCP	150	Ea	\$75.00	\$11,250
24	Storm Inlets	10	Ea	\$3,000.00	\$30,000
25	Manholes on RCB	5	Ea	\$2,500.00	\$12,500
26	Reinforced Filter Fabric Fence	2780	LF	\$2.50	\$6,950
27	Stabilized entrance	1	LS	\$750.00	\$750
	Roadway Costs		Total		\$345,260
FM 306 and Old FM 483 Improvements					
28	Mobilization and bonds	1	LS	\$50,000.00	\$50,000
29	Demo median and curb, excavate	7200	SF	\$3.00	\$21,600
30	Subgrade Preparation	6800	SF	\$2.00	\$13,600
31	7" Pavement	4500	SF	\$5.00	\$22,500
32	Concrete Curb	850	LF	\$3.00	\$2,550
33	Pavement Marking and Signage	1	LS	\$10,000.00	\$10,000
34	Hard Median	1500	SF	\$4.00	\$6,000
35	Curb Cut Ramps	4	Ea	\$4,000.00	\$16,000
36	Traffic Control	1	LS	\$10,000.00	\$10,000
37	Traffic Light at FM 306	1	LS	\$350,000.00	\$350,000
38	Asphalt Overlay on old FM 483 - Approximately 2600'	1	LS	\$300,000.00	\$300,000
	FM 306 and Old FM 483 Improvements		Total		\$802,250
Bikeway - 670 feet from FM 483 to Creekside Way					
39	Mobilization and bonds	1	LS	\$5,000.00	\$5,000
40	Grading	400	CY	\$10.00	\$4,000
41	Subgrade Preparation	900	SY	\$5.00	\$4,500
42	5" Pavement	745	SY	\$35.00	\$26,075
46	Curb Cut Ramps	2	Ea	\$5,000.00	\$10,000
	Bikeway - 670 feet from FM 483 to Creekside Way		Total		\$49,575
Subtotal					\$2,359,735
Contingency (10%)					\$235,974
Engineering (15%)					\$410,122
Total					\$3,005,830

EXHIBIT C

[Commercial Build Out Schedule – Supplements Schedule A on Page 21]

Schedule A
Commercial Build Out Schedule (in thousands)

Commercial Project Values	2020		2021		2022		2023		2024	
	Square Feet (K)	Captured Value (K)								
Retail	42.0	\$6,090	9.0	\$990	48.5	\$7,033	70.5	\$7,755	96.9	\$10,659
Restaurant	-	\$0	6.0	\$1,650	5.0	\$1,375	-	\$0	3.4	\$935
Hotel	-	\$0	60.0	\$8,160	-	\$0	-	\$0	-	\$0
Senior Housing Tract	-	\$0	-	\$30,000	-	\$0	-	\$0	-	\$0
Multifamily Tract	-	\$35,000	-	\$0	-	\$0	-	\$0	-	\$0
	42.00		75.00		53.50		70.50		100.30	
Total Captured Value		\$41,090		\$40,800		\$7,033		\$7,755		\$11,594
Cumulative Captured Value		\$41,090		\$81,890		\$88,923		\$96,678		\$108,272

EXHIBIT D

[Projected Annual Tax Revenue and Projected Assessed Valuations – Supplements Schedule B on Page 21]

NEW BRAUNFELS TOWN CENTER AT CREEKSIDE
 New Braunfels, TX
 NEC Hwy. 35 & FM 306

10/19/18
 SP-552

	Projected Annual Tax Revenue									
	Real Property Taxes		Personal Property Taxes		Annual Sales Tax Projection					Taxable Sales
	Per SF	Total	Per SF	Total	Per SF	Total Sales	Per SF	Total	Per SF	
Tract 24- Inline Retail	11,730	1,466,250	20	234,600	200	2,346,000	200	2,346,000	200	2,346,000
Tract 24- Jr. Box Retail	78,750	9,843,750	20	1,575,000	200	15,750,000	200	15,750,000	200	15,750,000
Tract 25- Freestanding Retail	8,750	656,250	20	175,000	200	1,750,000	200	1,750,000	200	1,750,000
Tract 26- Proposed Restaurant	5,950	1,636,250	30	178,500	lump sum	1,800,000	200	1,800,000	200	1,800,000
Tract 27- Freestanding Retail	9,100	682,500	20	182,000	200	1,820,000	200	1,820,000	200	1,820,000
Tract 28- Freestanding Retail	11,200	840,000	20	224,000	200	2,240,000	200	2,240,000	200	2,240,000
Tract 29- Future Hotel	60,000	8,178,000	lump sum	250,000	lump sum	2,160,000	lump sum	2,160,000	lump sum	2,160,000
Senior Housing Tract	-	30,000,000	-	-	-	-	-	-	-	-
Reserve 2 Apartment Tract	-	35,000,000	-	-	-	-	-	-	-	-
	185,480	88,303,000	-	2,819,100	-	27,866,000	-	27,866,000	-	27,866,000
City of New Braunfels Property Tax Rate/\$100		0.48822		0.48822						
City of New Braunfels Projected Property Tax (\$)		431,113		13,763						
Comal County Property Tax Rate/\$100		0.30782		0.30782					1.50%	417,990
Comal County Projected Property Tax (\$)		271,815		8,678					0.50%	139,330
City of New Braunfels Sales Tax Rate										
City of New Braunfels Projected Sales Tax (\$)										
Comal County Sales Tax Rate										
Comal County Projected Sales Tax (\$)										
Projected Annual Tax Revenue		\$ 702,928		\$ 22,441		\$ 557,320		\$ 1,282,689		
City of New Braunfels TIRZ Participation- Property Tax (85% of collected amount)										378,145
Comal County TIRZ Participation- Property Tax (85% of collected amount)										238,419
City of New Braunfels TIRZ Participation- Sales Tax (1/2 of 1% of sales and use taxes collected)										139,330
Comal County TIRZ Participation- Sales Tax- No Participation										-
Total Annual TIRZ Contribution by City and County										\$ 755,894

Schedule B
Project Assessed Valuations

Tax Roll Jan 1	Cumulative Commercial Valuation	City Projected Taxable Valuation	County Projected Taxable Valuation
2020	\$41,090,000	\$41,090,000	\$41,090,000
2021	\$81,890,000	\$81,890,000	\$81,890,000
2022	\$88,923,000	\$88,923,000	\$88,923,000
2023	\$96,678,000	\$96,678,000	\$96,678,000
2024	\$108,272,000	\$108,272,000	\$108,272,000

Schedule G
Project Zone Revenue Phase II
(Sales Tax)

Year	Retail Businesses			EDC Sales Tax Revenue (0.375% Tax)	Total Sales Tax Revenue	Sales Tax Revenue Available For Zone Projects *
	Gross Sales	City Tax	Tax Generated			
2020	\$8,400,000	1.125%	\$94,500	\$31,500	\$126,000	\$40,950
2021	\$13,700,000	1.125%	\$154,125	\$51,375	\$205,500	\$66,788
2022	\$24,900,000	1.125%	\$280,125	\$93,375	\$373,500	\$121,388
2023	\$39,000,000	1.125%	\$438,750	\$146,250	\$585,000	\$190,125
2024	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2025	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2026	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2027	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2028	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2029	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2030	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2031	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2032	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2033	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2034	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2035	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2036	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2037	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2038	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2039	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2040	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2041	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2042	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2043	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2044	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
2045	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$289,478
Totals	\$1,392,360,000		\$15,664,050	\$5,221,350	\$20,885,400	\$6,787,755

* Represents EDC sales tax of 0.375% + City Sales Tax of 0.125% per the Development Agreement

EXHIBIT C [Boundaries of Phase II Project]

DEVELOPMENT SPONSOR					
SHEET IDENTIFICATION NUMBER - SHEET					
NO.	SPONSOR	DATE	BY	REVISION	DESCRIPTION
1001	SP-554	01/15/14	SP-554	1	INITIAL
1002	SP-554	02/10/14	SP-554	2	REVISED
1003	SP-554	03/10/14	SP-554	3	REVISED
1004	SP-554	04/10/14	SP-554	4	REVISED
1005	SP-554	05/10/14	SP-554	5	REVISED
1006	SP-554	06/10/14	SP-554	6	REVISED
1007	SP-554	07/10/14	SP-554	7	REVISED
1008	SP-554	08/10/14	SP-554	8	REVISED
1009	SP-554	09/10/14	SP-554	9	REVISED
1010	SP-554	10/10/14	SP-554	10	REVISED
1011	SP-554	11/10/14	SP-554	11	REVISED
1012	SP-554	12/10/14	SP-554	12	REVISED
1013	SP-554	01/10/15	SP-554	13	REVISED
1014	SP-554	02/10/15	SP-554	14	REVISED
1015	SP-554	03/10/15	SP-554	15	REVISED
1016	SP-554	04/10/15	SP-554	16	REVISED
1017	SP-554	05/10/15	SP-554	17	REVISED
1018	SP-554	06/10/15	SP-554	18	REVISED
1019	SP-554	07/10/15	SP-554	19	REVISED
1020	SP-554	08/10/15	SP-554	20	REVISED
1021	SP-554	09/10/15	SP-554	21	REVISED
1022	SP-554	10/10/15	SP-554	22	REVISED
1023	SP-554	11/10/15	SP-554	23	REVISED
1024	SP-554	12/10/15	SP-554	24	REVISED
1025	SP-554	01/10/16	SP-554	25	REVISED
1026	SP-554	02/10/16	SP-554	26	REVISED
1027	SP-554	03/10/16	SP-554	27	REVISED
1028	SP-554	04/10/16	SP-554	28	REVISED
1029	SP-554	05/10/16	SP-554	29	REVISED
1030	SP-554	06/10/16	SP-554	30	REVISED
1031	SP-554	07/10/16	SP-554	31	REVISED
1032	SP-554	08/10/16	SP-554	32	REVISED
1033	SP-554	09/10/16	SP-554	33	REVISED
1034	SP-554	10/10/16	SP-554	34	REVISED
1035	SP-554	11/10/16	SP-554	35	REVISED
1036	SP-554	12/10/16	SP-554	36	REVISED
1037	SP-554	01/10/17	SP-554	37	REVISED
1038	SP-554	02/10/17	SP-554	38	REVISED
1039	SP-554	03/10/17	SP-554	39	REVISED
1040	SP-554	04/10/17	SP-554	40	REVISED
1041	SP-554	05/10/17	SP-554	41	REVISED
1042	SP-554	06/10/17	SP-554	42	REVISED
1043	SP-554	07/10/17	SP-554	43	REVISED
1044	SP-554	08/10/17	SP-554	44	REVISED
1045	SP-554	09/10/17	SP-554	45	REVISED
1046	SP-554	10/10/17	SP-554	46	REVISED
1047	SP-554	11/10/17	SP-554	47	REVISED
1048	SP-554	12/10/17	SP-554	48	REVISED
1049	SP-554	01/10/18	SP-554	49	REVISED
1050	SP-554	02/10/18	SP-554	50	REVISED
1051	SP-554	03/10/18	SP-554	51	REVISED
1052	SP-554	04/10/18	SP-554	52	REVISED
1053	SP-554	05/10/18	SP-554	53	REVISED
1054	SP-554	06/10/18	SP-554	54	REVISED
1055	SP-554	07/10/18	SP-554	55	REVISED
1056	SP-554	08/10/18	SP-554	56	REVISED
1057	SP-554	09/10/18	SP-554	57	REVISED
1058	SP-554	10/10/18	SP-554	58	REVISED
1059	SP-554	11/10/18	SP-554	59	REVISED
1060	SP-554	12/10/18	SP-554	60	REVISED
1061	SP-554	01/10/19	SP-554	61	REVISED
1062	SP-554	02/10/19	SP-554	62	REVISED
1063	SP-554	03/10/19	SP-554	63	REVISED
1064	SP-554	04/10/19	SP-554	64	REVISED
1065	SP-554	05/10/19	SP-554	65	REVISED
1066	SP-554	06/10/19	SP-554	66	REVISED
1067	SP-554	07/10/19	SP-554	67	REVISED
1068	SP-554	08/10/19	SP-554	68	REVISED
1069	SP-554	09/10/19	SP-554	69	REVISED
1070	SP-554	10/10/19	SP-554	70	REVISED
1071	SP-554	11/10/19	SP-554	71	REVISED
1072	SP-554	12/10/19	SP-554	72	REVISED
1073	SP-554	01/10/20	SP-554	73	REVISED
1074	SP-554	02/10/20	SP-554	74	REVISED
1075	SP-554	03/10/20	SP-554	75	REVISED
1076	SP-554	04/10/20	SP-554	76	REVISED
1077	SP-554	05/10/20	SP-554	77	REVISED
1078	SP-554	06/10/20	SP-554	78	REVISED
1079	SP-554	07/10/20	SP-554	79	REVISED
1080	SP-554	08/10/20	SP-554	80	REVISED
1081	SP-554	09/10/20	SP-554	81	REVISED
1082	SP-554	10/10/20	SP-554	82	REVISED
1083	SP-554	11/10/20	SP-554	83	REVISED
1084	SP-554	12/10/20	SP-554	84	REVISED
1085	SP-554	01/10/21	SP-554	85	REVISED
1086	SP-554	02/10/21	SP-554	86	REVISED
1087	SP-554	03/10/21	SP-554	87	REVISED
1088	SP-554	04/10/21	SP-554	88	REVISED
1089	SP-554	05/10/21	SP-554	89	REVISED
1090	SP-554	06/10/21	SP-554	90	REVISED
1091	SP-554	07/10/21	SP-554	91	REVISED
1092	SP-554	08/10/21	SP-554	92	REVISED
1093	SP-554	09/10/21	SP-554	93	REVISED
1094	SP-554	10/10/21	SP-554	94	REVISED
1095	SP-554	11/10/21	SP-554	95	REVISED
1096	SP-554	12/10/21	SP-554	96	REVISED
1097	SP-554	01/10/22	SP-554	97	REVISED
1098	SP-554	02/10/22	SP-554	98	REVISED
1099	SP-554	03/10/22	SP-554	99	REVISED
1100	SP-554	04/10/22	SP-554	100	REVISED



SHEET 1 OF 100		SHEET 2 OF 100	
NO.	DATE	NO.	DATE
1	01/15/14	1	01/15/14
2	02/10/14	2	02/10/14
3	03/10/14	3	03/10/14
4	04/10/14	4	04/10/14
5	05/10/14	5	05/10/14
6	06/10/14	6	06/10/14
7	07/10/14	7	07/10/14
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9	09/10/14	9	09/10/14
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15	03/10/15	15	03/10/15
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37	01/10/17	37	01/10/17
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51	03/10/18	51	03/10/18
52	04/10/18	52	04/10/18
53	05/10/18	53	05/10/18
54	06/10/18	54	06/10/18
55	07/10/18	55	07/10/18
56	08/10/18	56	08/10/18
57	09/10/18	57	09/10/18
58	10/10/18	58	10/10/18
59	11/10/18	59	11/10/18
60	12/10/18	60	12/10/18
61	01/10/19	61	01/10/19
62	02/10/19	62	02/10/19
63	03/10/19	63	03/10/19
64	04/10/19	64	04/10/19
65	05/10/19	65	05/10/19
66	06/10/19	66	06/10/19
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73	01/10/20	73	01/10/20
74	02/10/20	74	02/10/20
75	03/10/20	75	03/10/20
76	04/10/20	76	04/10/20
77	05/10/20	77	05/10/20
78	06/10/20	78	06/10/20
79	07/10/20	79	07/10/20
80	08/10/20	80	08/10/20
81	09/10/20	81	09/10/20
82	10/10/20	82	10/10/20
83	11/10/20	83	11/10/20
84	12/10/20	84	12/10/20
85	01/10/21	85	01/10/21
86	02/10/21	86	02/10/21
87	03/10/21	87	03/10/21
88	04/10/21	88	04/10/21
89	05/10/21	89	05/10/21
90	06/10/21	90	06/10/21
91	07/10/21	91	07/10/21
92	08/10/21	92	08/10/21
93	09/10/21	93	09/10/21
94	10/10/21	94	10/10/21
95	11/10/21	95	11/10/21
96	12/10/21	96	12/10/21
97	01/10/22	97	01/10/22
98	02/10/22	98	02/10/22
99	03/10/22	99	03/10/22
100	04/10/22	100	04/10/22

NEW BRAUNFELS TOWN CENTER AT CREEKSIDE (SP-554)

EXHIBIT
NEC OF INTERSTATE HIGHWAY 35 & F.M. 306
NEW BRAUNFELS, TEXAS



EXHIBIT D

[Amendment to Economic Development Agreement]

**AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT
BY AND BETWEEN NEW BRAUNFELS, TEXAS
AND
A-L CREEKSIDE TOWN CENTER, L.P.**

THIS AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT (the "Amendment") by and between the City of New Braunfels, Texas, a Texas home-rule municipal corporation (the "City") and A-L 95 Creekside Town Center, L.P., a Texas limited partnership ("Developer"), (collectively referred to as the "Parties") is entered into on this _____ day of _____, 2019 (the "Effective Date").

RECITALS

WHEREAS, Developer and the District entered into an Economic Development Agreement dated March 12th, 2007 ("Agreement") for the purpose of enhancing and stimulating business and commercial activity in the City, and promoting economic development in the City; and

WHEREAS, the Developer has completed the Project and the Project Improvements as defined in the Agreement and has been reimbursed the full Reimbursement Amount from TIRZ revenues in accordance with the Project Plan of Plan of Finance and the terms of the Agreement;

WHEREAS, the Developer intends to construct a Phase II of the Project located within the TIRZ boundaries and is seeking reimbursement of the Phase II Project Costs as defined herein;

WHEREAS, the City intends to amend the Project Plan and Plan of Finance to include the Phase II Projects, and the Parties desire to increase the Reimbursement Amount from TIRZ revenues to include the Phase II Project Costs in order to further such economic development purposes within the City and the TIRZ.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree as follows:

AGREEMENT

1. The Agreement is amended by adding Article IV, **PHASE II PROJECT**.

ARTICLE IV PHASE II PROJECT

1. Phase II Project. The Developer intends to construct (or cause to be constructed) an additional mixed-use phase totaling up to 500,000 square feet with an estimated construction cost of approximately \$3,005,830 within the existing Creekside Town Center ("Phase II Project"). The Phase II Project is to be constructed in substantial accordance with the Conceptual Site Plan attached as Exhibit "B-1", or such plan as revised from time to time. For purposes of the Agreement, the term "Project" as defined in the Agreement shall also incorporate the Phase II Project.

2. Phase II Project Improvements. The Developer intends to construct or cause the construction of the public infrastructure and improvements set forth in "Exhibit C-1" ("Phase II Project Improvements"). The term "Project Improvements" as defined in the Agreement and terms related thereto shall include and incorporate the Phase II Project Improvements. Expenditures for Phase II Project Improvements included as estimates on "Exhibit C-1" and as included in the Amended Project Plan and Plan of Finance are defined as Phase II Project Costs.

3. Amended Project Plan and Plan of Finance. The City and Developer agree to jointly prepare and approve a mutually acceptable amended Project Plan and Plan of Finance ("Amended Project Plan and Plan of Finance") for the TIRZ that includes the Phase II Project Improvements and estimates of Phase II Project Costs listed on "Exhibit C-1." The Parties agree to use commercially reasonable efforts to mutually agree to an Amended Project Plan and Plan of Finance that is consistent with the terms of this Amendment, and the Parties agree that their approval of an Amended Project Plan and Plan of Finance shall not be unreasonably delayed or withheld.

4. Phase II Developer Reimbursement. The Developer shall be reimbursed by the local government corporation created by the City ("the New Braunfels Development Authority" or the "Authority") through TIRZ revenues for the actual construction costs included in the Amended Project Plan and Plan of Finance in an aggregate amount not to exceed \$3,500,000, plus reimbursement of the Developer's interest on any expenditure authorized in the Amended Project Plan and Plan of Finance for a period of up to two years after the expenditure of funds by the Developer (the "Phase II Developer Reimbursement"). Interest shall

be calculated per the Agreement. The Phase II Developer Reimbursement shall be paid solely from the Phase II Tax Increment Fund (defined below).

(a) Phase II Tax Increment Fund. All Tax Increment (as defined in the Tri-Party Agreement described herein) accruing or generated from the Phase II Project shall be defined as the Phase II Tax Increment. Pursuant to the terms of the Management and Administrative Services Agreement By and Among the City, the TIRZ and the Authority (the "Tri-Party Agreement"), the City shall create a subaccount of the Tax Increment Fund, the Phase II Tax Increment Fund. The City shall deposit all Phase II Tax Increment into the Phase II Tax Increment Fund. The Developer will use all commercially reasonable efforts to provide the Authority and the City on an annual basis (by February 1 of each year) with a list of tax accounts that comprise the Phase II Project. The Developer is entitled to reimbursement herein only from the Phase II Tax Increment collected in the Phase II Tax Increment Fund.

(b) Approval of Phase II Projects; Disbursement of Tax Increment. The Authority (on behalf of the City pursuant to the Tri-Party Agreement) shall pay all or a portion of the Phase II Developer Reimbursement for any Phase II Project Improvement authorized in the Amended Project Plan and Plan of Finance and submitted by the Developer for reimbursement as provided for in this Article IV. The Developer shall request to the Authority in writing that particular expenditures be reimbursed and provide written documentation of such expenditures to the Authority including invoices or other acceptable proof of expenditures satisfactory to the Authority for such payments. For approved Phase II Project Costs, the Authority shall distribute to the Developer any Phase II Tax Increment accrued in the Phase II Tax Increment Fund to pay all or any portion of the Phase II Project Costs for reimbursement. The Authority will make such distributions on a semi-annual basis (each March 1 and September 1) until the Phase II Reimbursement is paid in full.

(c) Priority of Use of Tax Increment; Pledge to Bonds. The Parties understand that the Authority has a duty to use the Tax Increment in accordance with the Tri-Party Agreement which prioritizes the Tax Increment in the TIRZ (including subaccounts and the Phase II Tax Increment) to owners and holders of any Bonds issued by the Authority and any other Authority Obligations, and the disbursement of the Phase II Tax Increment pursuant to this Amendment is subordinate to those obligations.

(d) Reimbursement from Bond Proceeds. As an alternative to this Article IV, Section 4, the City may determine to reimburse the Developer for Phase II Project Costs from bonds issued by the Authority in accordance with the terms of the Agreement.

2. Except as explicitly set forth in this Amendment, no other terms of the Agreement are modified or amended, and except as otherwise modified herein, the terms of the Agreement are in full force and effect.

3. The provisions of the Amendment and the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provision of this Amendment and the Agreement, the provisions of this Amendment shall control.

4. The Agreement (including the Amendment) shall remain in force and effect until the Phase II Developer Reimbursement is paid in full or until the expiration date of the TIRZ, whichever is earlier.

5. Unless otherwise exempt, the Developer has delivered to the City, a Certificate of Interested Parties Form 1295 ("Form 1295") and certification of filing generated by the Texas Ethics Commission's (the "TEC") electronic portal, signed by an authorized agent of each respective entity prior to the execution of this Amendment by the Parties. The Parties understand and agree that, with the exception of information identifying the City, and the contract identification number in each Form 1295, with respect to an exemption from the filing requirement of a Form 1295, the Developer is solely responsible for its claim of exemption, and the City, nor its consultants, is responsible for a determination made by the Developer that the Developer is exempt from filing a Form 1295, or for the information contained in any Form 1295 and the City, nor its consultants, has verified such information.

6. The Developer represents and warrants, for purposes of Chapter 2270 of the Texas Government Code that at the time of execution and delivery of this Agreement, neither the Developer nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, boycotts Israel or will boycott Israel. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "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 Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

7. The Developer represents that, neither the Developer, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies 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 any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>; <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, 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 Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

IN WITNESS WHEREOF, the parties hereto may execute this Amendment in multiple copies, each of equal dignity, as of the date and year set forth on the first page hereof.

CITY:

CITY OF NEW BRAUNFELS, a Texas home-rule municipal corporation

By: _____
Mayor

Attest:

City Secretary

DEVELOPER:

A-L 95 CREEKSIDE TOWN CENTER, L.P.,
a Texas limited partnership

By: A-L 95, L.C., a Texas limited liability
company, General Partner

By: _____
Steven D. Alvis, Manager

EXHIBIT E

[Phase II Tax Increment Participation Interlocal Agreement for Reinvestment Zone Number One]

**PHASE II TAX INCREMENT PARTICIPATION INTERLOCAL AGREEMENT
FOR REINVESTMENT ZONE NUMBER ONE**

THIS PHASE II TAX INCREMENT PARTICIPATION INTERLOCAL AGREEMENT ("Agreement") is made pursuant to Section 311.013 of the Texas Tax Code by and between the City of New Braunfels, Texas (the "City"), a municipal corporation and home-rule city of the State of Texas principally situated in the County of Comal, acting by and through its City Manager pursuant to Ordinance No. 2019-___, passed and approved by the City Council on January 28, 2019; Comal County (the "County"), a political subdivision of the State of Texas, acting by and through its County Judge pursuant to authority granted by the Comal County Commissioners Court on January 31, 2019; and the Board of Directors for Reinvestment Zone Number One (1), City of New Braunfels, Texas (the "Zone Board"), a Reinvestment Zone created by the City pursuant to Chapter 311 of the Texas Tax Code; and A-L 95 Creekside Town Center, L.P., a Texas Limited Partnership (the "Developer"), acting through the manager of its general partner A-L 95, L.C., a Texas Limited Liability Company. Collectively, the City, County, Developer, and Zone Board may be referred to herein singularly as a "Party" or collectively as "Parties."

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the City, County, Developer and Zone Board hereby agree to the terms and conditions of this Agreement. All exhibits are hereby incorporated into this Agreement by this reference for all purposes.

RECITALS

WHEREAS, on July 26, 2007, the Parties entered into a Tax Increment Participation Interlocal Agreement for Reinvestment Zone Number One (as amended, the "Phase I Agreement") providing for payments into the Tax Increment Fund of Tax Increments produced from property located in Reinvestment Zone Number One pursuant to Chapter 311 of the Texas Tax Code; and

WHEREAS, the Developer has completed the Project and the Project Improvements as defined in the Phase I Agreement and has been reimbursed the full Reimbursement Amount, set forth in the Phase I Agreement, from Reinvestment Zone Number One revenues in accordance with the terms of the Phase I Agreement; and

WHEREAS, the Developer intends to construct an additional mixed-use phase totaling up to 500,000 square feet with an estimated construction cost of approximately \$3,005,830 within the existing Reinvestment Zone Number One (the "Phase II Project") and is seeking reimbursement of the Phase II Project Costs as defined herein; and

WHEREAS, the City and Developer intend to jointly prepare and approve an amendment to the Project Plan and Plan of Finance to include the Phase II Project Improvements and estimates of Phase II Project Costs, and reimburse the Developer, to the extent revenues from the Phase II Project are lawfully available and after all Obligations of the Authority have been satisfied, for the Phase II Project Costs in order to further economic development within the City and the Reinvestment Zone Number One; and

WHEREAS, the Developer, to the extent such funds are lawfully available and all Obligations of the Authority have been satisfied, will be reimbursed by the Authority through the Phase II Tax Increments contributed by the City and the County in accordance with this Agreement for the actual construction costs included in the Amended Project Plan and Plan of Finance in an aggregate amount not to exceed \$3,500,000 (the "Phase II Developer Reimbursement Amount"); and

WHEREAS, the City intends to create a subaccount of the Tax Increment Fund pursuant to the terms of the Management and Administrative Services Agreement between the City, the Zone Board and the Authority (the "Tri-Party Agreement"), of which lawfully available Phase II Tax Increment will be deposited after all Obligations of the Authority have been satisfied; and

WHEREAS, the Developer is entitled to reimbursement of the Phase II Project Costs only from the Phase II Tax Increment collected in the Phase II Tax Increment Fund to the extent such funds are lawfully available and all Obligations of the Authority; and

WHEREAS, the Tax Increment and the Phase II Tax Increment shall be disbursed in accordance with the Tri-Party Agreement which gives priority to owners and holders of any bonds or other obligations issued or entered into by the Authority, and the reimbursement to the Developer of the Phase II Tax Increment pursuant to this Agreement is subordinate to those obligations; and

WHEREAS, this Agreement is intended to supplement the Phase I Agreement and should be read in conjunction therewith. This Agreement is not intended to interfere or conflict with the Phase I Agreement.

ARTICLE ONE

PREAMBLE

SECTION 1.01 INCORPORATION OF PREAMBLE. The Parties hereby incorporate the recitals set forth in the preamble hereto as if set forth in full at this place and further finds and determines that the recitals are true and correct and are adopted as part of the judgment and findings of the Commissioners Court, the City Council and the Board of Trustees of the Corporation.

ARTICLE TWO

DEFINITIONS AND INTERPRETATIONS

SECTION 2.01 DEFINITIONS. When used in this Phase II Agreement, and in any amendment or supplement hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Administrative Costs" means the costs of organizing the Reinvestment Zone, the costs of operating the Reinvestment Zone and the imputed administrative costs associated with the

Reinvestment Zone incurred by the City in connection with the implementation of the project plan.

"Agreement" means this agreement between the City, County, Developer and Zone Board.

"Authority" means the New Braunfels Development Authority, a local government corporation created by the City.

"Captured Appraised Value" means the captured appraised value of the Reinvestment Zone, as defined by Section 311.012(b), Texas Tax Code, as may be amended from time to time.

"City" means the City of New Braunfels, Texas, a municipal corporation and home-rule city of the State of Texas principally situated in the County, including its successors and assigns.

"County" means Comal County, Texas, a political subdivision of the State of Texas.

"County Tax Rate Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Reinvestment Zone pursuant to Section 3.02 of this Agreement.

"Developer" means A-L 95 Creekside Town Center L.P., a Texas limited partnership.

"Obligations" means all contractual obligations of the Authority entered into prior to the date of this Agreement, including, but not limited to, those contained within the Tri-Party Agreement, and all bonds, notes, leases or other debt instruments issued by the Authority and the authorizing documents related thereto.

"Phase II Improvements" means those improvements of the Phase II Project identified in the Project and Financing Plan.

"Phase II Project Costs" means the project costs set forth for the Phase II Project identified in the Project and Financing Plan.

"Phase II Tax Increment" means the aggregate amount of property taxes levied each year by the City and County over the Phase II Tax Increment Base, all pursuant to the Project Plan.

"Phase II Tax Increment Base" means the total appraised value of all real property taxable by the City and/or the County and located within the boundaries of the Phase II Project as of January 1, 2019, the year in which the Phase II Project was designated.

"Phase II Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Reinvestment Zone for the deposit of Tax Increments within the Phase II Project.

"Project Plan" means the Project Plan and Reinvestment Zone Financing Plan for the Reinvestment Zone initially approved by the City Council of the City on May 29, 2007, and as

amended by the City Council of the City on November 22, 2010 and subsequently on January 28, 2019 to reflect an increase of the geographic boundaries of the Zone and to include the Phase II Project Improvements and estimates of the Phase II Project Costs, attached and incorporated into this agreement for all purposes as Exhibit "B."

"Reinvestment Zone" means Reinvestment Zone Number One, City of New Braunfels, Texas created by the City on May 14, 2007, by Ordinance No. 2007-45 and later amended by Ordinance No. 2010-85 and Ordinance No. 2019-__ to reflect increases of the geographic boundaries of the Zone, attached and incorporated into this Agreement for all purposes as Exhibit "A."

"Tax Increment" means the aggregate amount of ad valorem taxes levied and collected each year by the City and/or the County, respectively, on the Captured Appraised Value of taxable real property in the Reinvestment Zone, all pursuant to the terms of the Project and Financing Plan.

"Tax Increment Base" means the total appraised value of all real property taxable by the City and/or the County and located in the Reinvestment Zone as of January 1, 2007, the year the Reinvestment Zone was created.

"Tax Increment Payment" means the amount of the Tax Increment that the City and/or County deposit annually into the Tax Increment Fund in accordance with the Phase I Agreement and the Project Plan.

ARTICLE THREE

PHASE II TAX INCREMENT PARTICIPATION

SECTION 3.01 PHASE II TAX INCREMENT PARTICIPATION BY THE CITY. For and in consideration of the agreements of the Parties set forth herein, the City agrees to deposit, to the extent such funds are lawfully available and all Obligations of the Authority have been satisfied, eighty-five percent (85%) of its Phase II Tax Increment produced each year in the Phase II Project into the Phase II Tax Increment Fund.

SECTION 3.02 PHASE II TAX INCREMENT PARTICIPATION BY THE COUNTY. For and in consideration of the agreements of the Parties set forth herein, the County agrees to contribute, to the extent such funds are lawfully available, eighty-five percent (85%) of its Phase II Tax Increment produced each year in the Phase II Project within the Reinvestment Zone into the Phase II Tax Increment Fund extending no longer than the 2032 tax year. The Parties agree that the County's Phase II Tax Increment shall (i) only be used by the Zone Board to reimburse the Developer for the public improvement costs actually incurred by the Developer limited to the Phase II Improvements defined in the Project Plan, and (ii) not be used to reimburse any costs of the City's fire station described in the Project Plan. The Parties further agree that the County's contribution described herein shall terminate at the first to occur: (1) when both the City and the County have contributed Phase II Tax Increments sufficient to enable the Developer to receive the maximum total reimbursement of three million five hundred thousand dollars (\$3,500,000) and two years of interest attributable to Developer's financing costs related to the

public improvement costs as defined in the Project Plan and to pay the required debt service on any bonds issued, the proceeds of which were used to reimburse the Developer; or (2) until the 2032 tax year. The County's Phase II Tax Increment participation shall be restricted to its tax increment collected on the Captured Appraised Value in the Phase II Project within the Reinvestment Zone. The Parties agree that all ad valorem taxes collected each year by the County that are attributable to real property in the Reinvestment Zone shall first constitute taxes on the Tax Increment Base, and after the total amount of taxes on the Tax Increment Base have been collected, shall then constitute the Tax Increment. The County shall not be obligated to contribute to the Tax Increment Fund non-tax increment County taxes or revenues or until the County's Tax Increment is actually collected.

SECTION 3.03 DATE OF PAYMENT. The obligation of the City and County to pay make deposits to the Phase II Tax Increment Fund, to the extent such funds are lawfully available and all Obligations of the Authority have been satisfied, shall accrue as Phase II Tax Increments are collected and payment shall be due on the first day of August of each calendar year.

SECTION 3.04 PARTICIPATION LIMITED TO PHASE II. The obligation of the City and the County to participate in the Phase II Tax Project within the Reinvestment Zone is limited to the area and improvements described as the Phase II Project in the Project Plan. The Phase II Tax Increment participation by the City and the County shall not extend beyond the Phase II Project or on any additional property added to the Reinvestment Zone unless the City and County approves the additional participation in writing.

SECTION 3.05 LIMITATION ON PROJECTS AND SPENDING. The Developer may not be reimbursed with funds lawfully available in the Phase II Tax Increment Fund for any improvements other than the approved Phase II Improvements set forth in the Project Plan.

SECTION 3.06 ZONE PROGRESS REPORTING. The Zone Board will submit reports annually and upon reasonable request to the Parties detailing percent completion of the development, Phase II Improvements underway or completed, tax increment revenue, and reimbursements or bond payments made.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

SECTION 4.01 CONTERPARTS. This Agreement may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

SECTION 4.02 CAPTIONS. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

SECTION 4.03 ENTIRE AGREEMENT. This Agreement embodies the entire agreement of the Parties and supplements the Phase I Agreement, and there are no other agreements, assurances, condition, covenants, either express or implied, or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

SECTION 4.04 INCONSISTENT PROVISIONS. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Agreement are hereby repealed to extent of such conflict, and the provisions of this Agreement shall be and remain controlling as to the matter provided herein.

SECTION 4.05 GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 4.06 CONSTRUCTION. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity of the Agreement.

SECTION 4.07 SEVERABILITY. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice the Parties in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

SECTION 4.08 AMENDMENT. Unless otherwise provided here, this Agreement may be amended only by written instrument duly executed on behalf of each Party.

SECTION 4.09 ASSIGNMENT. No Party shall assign this Agreement at law or otherwise without the prior written consent of the other Parties. No Party shall delegate any portion of its performance under this Agreement without the written consent of the other Parties.

SECTION 4.10 COMPLIANCE WITH TEXAS OPEN MEETING ACT. If it is officially found, determined, and declared that the meeting of each of the City, the County and the Corporation at which this Agreement is adopted was open to the public and public notice of the time, place and subject matter of the public business was considered at such meeting, including this Agreement, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 4.11 TEXAS ETHICS COMMISSION FORM 1295. Unless otherwise exempt, the Developer has delivered to the City, County and Zone Board a Certificate of Interested Parties Form 1295 ("Form 1295") and certification of filing generated by the Texas Ethics Commission's (the "TEC") electronic portal, signed by an authorized agent of each respective entity prior to the execution of this Agreement by the Parties. The Parties understand and agree that, with the exception of information identifying the City, County and Zone Board, and the

contract identification number in each Form 1295, with respect to an exemption from the filing requirement of a Form 1295, the Developer is solely responsible for its claim of exemption, and neither the City, County nor Zone Board, nor its consultants, are responsible for a determination made by the Developer that the Developer is exempt from filing a Form 1295, or for the information contained in any Form 1295 and neither the City, County nor Zone Board, nor its consultants, have verified such information.

SECTION 4.12 VERIFICATION PURSUANT TO CHAPTER 2270 OF THE TEXAS GOVERNMENT CODE. The Developer represents and warrants, for purposes of Chapter 2270 of the Texas Government Code, that at the time of execution and delivery of this Agreement, neither the Developer, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, boycotts Israel or will boycott Israel. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "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 Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

SECTION 4.13 VERIFICATION PURSUANT TO CHAPTER 2252 OF THE TEXAS GOVERNMENT CODE. The Developer represents that, neither the Developer, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies 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 any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>; <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, 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 Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Signature of Parties on next page]

COMAL COUNTY

By: _____

Name: _____

Title: County Judge

APPROVED AS TO FORM:

District Attorney

DEVELOPER:

A-L 95 Creekside Town Center, L.P.,
A Texas limited partnership

By: A-L 95, L.C., a Texas limited liability Company,
its general partners

By: _____

EXHIBIT F

[Reinvestment Zone No. 1 Resolution Adopting Amended Project and Financing Plan]

REINVESTMENT ZONE NUMBER ONE RESOLUTION 2019-R__

ADOPTING AMENDED PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESETMENT ZONE NUMBER ONE, CITY OF NEW BRAUNFELS, TEXAS; RECOMMENDING THAT THE CITY OF NEW BRAUNFELS ENLARGE THE BOUNDARIES OF THE ZONE; AUTHORIZING THE EXECUTION OF A PHASE II TAX INCREMENT PARTICIPATION INTERLOCAL AGREEMENT; RECOMMENDING APPROVAL OF THE AMENDED PROJECT PLAN AND FINANCING PLAN AND PHASE II TAX INCREMENT PARTICIPATION INTERLOCAL AGREEMENT BY THE CITY OF NEW BRAUNFELS; AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City Council (the "Council") of the City of New Braunfels, Texas (the "City") adopted Ordinance No. 2007-45 on May 29, 2007, which designated Reinvestment Zone Number One, City of New Braunfels, Texas (the "Zone") pursuant to Section 311.005(a) of the Tax Increment Finance Act, Texas Tax Code, Chapter 311, as amended (the "Act"); and

WHEREAS, the Board of Directors of the Zone (the "Zone Board") prepared and adopted a Project Plan and Reinvestment Zone Financing Plan (the "Project and Financing Plan") for the Zone in Reinvestment Zone Number One Resolution 2007-R01 pursuant to Section 311.011 of the Act; and

WHEREAS, the Council adopted Ordinance No. 2007-59 on July 9, 2007, which gave effect to the Project and Financing Plan pursuant to Section 311.011(d) of the Act; and

WHEREAS, the Council adopted Ordinance No. 2010-85 on November 22, 2010, which enlarged the boundaries of the Zone by approximately 18 acres; and

WHEREAS, the Zone Board desires to further enlarge the boundaries of the Zone by adding a certain geographic area for the City's fire station and fire training facility so that the boundaries of the Zone encompass the area depicted on the attached Exhibit A pursuant to 311.007 of the Act; and

WHEREAS, A-L 95 Creekside Town Center, L.P., a Texas limited partnership (the "Developer") has completed the Project and the Project Improvements as such terms are defined in the Economic Development Agreement between the City and the Developer dated March 12, 2007 (the "Economic Development Agreement") and described herein as the Phase I Project; and

WHEREAS, the Developer and the City desire to amend the Economic Development Agreement to include an additional mixed-use phase totaling up to 500,000 square feet, with estimated construction costs and aggregate reimbursement to the Developer from lawfully available Zone revenues in an aggregate amount not to exceed \$3,500,000, plus reimbursement of the Developer's interest on any expenditure authorized in the Amended Project and Financing Plan for a period of up to two years after the expenditure of funds by the Developer, located within the Zone boundaries ("Phase II Project") and establish a Phase II Tax Increment Fund related thereto which will only be funded from lawfully available funds after the satisfaction of all currently

existing obligations of the Zone, including any outstanding bonds of the Zone, as set forth in the Amendment to Economic Development Agreement;

WHEREAS, the Zone Board entered into a Tax Increment Participation Interlocal Agreement for the Zone with the City, the Developer, and Comal County, Texas (the "County"), on July 26, 2007 pursuant to Section 311.013 of the Act (as amended, the "Tax Increment Participation Interlocal Agreement") to permit the taxing units within the Zone to pay into the Tax Increment Fund tax increment produced from property located within the entirety of the Zone; and

WHEREAS, the Zone Board desires to execute a Phase II Tax Increment Participation Interlocal Agreement with the City, County and Developer (the "Phase II Agreement" attached hereto as Exhibit B) to permit the taxing units within the Zone to pay into the Phase II Tax Increment Fund, to the extent funds are lawfully available and all obligations have been satisfied, accrued or generated from property located within the boundaries of the Phase II Project as depicted in Exhibit B; and

WHEREAS, pursuant to Section 311.011(e) of the Act, the Zone Board at any time may adopt an amendment to the Project and Financing Plan consistent with the requirements and limitations of the Act, which shall take effect upon approval by the Council in accordance with Section 311.011(e) of the Act; and

WHEREAS, the Zone Board desires to amend the Project and Financing Plan to include: (i) a certain geographic area for the City's fire station and fire training facility so that the boundaries of the Zone encompass the area depicted on the attached Exhibit A pursuant to Section 311.007 of the Act; and (ii) the Phase II Project Improvements and estimates of Phase II Project Costs as set forth and further described in the amended Project and Financing Plan (the "Amended Project and Financing Plan") attached as Exhibit C. **NOW, THEREFORE**,

BE IT RESOLVED BY THE ZONE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE, CITY OF NEW BRAUNFELS, TEXAS:

SECTION 1. ADOPTING THE AMENDED PROJECT AND FINANCING PLAN. The Zone Board hereby adopts the Amended Project and Financing Plan for the Zone with modifications to conform to the final business terms as agreed to by the City Manager and directs its submission to the Council for approval.

SECTION 2. RECOMMENDING THE CITY EXPAND THE BOUNDARIES OF THE ZONE. The Zone Board recommends that the City enlarge the boundaries of the Zone by adding a certain geographic area for the City's fire station and fire training facility so that the boundaries of the Zone encompass the area depicted on the attached Exhibit A pursuant to Section 311.007 of the Act.

SECTION 3. AUTHORIZING THE EXECUTION OF THE PHASE II AGREEMENT. The Zone Board hereby authorizes the execution of the Phase II Agreement with modifications to conform to the final business terms as agreed to by the City Manager.

SECTION 4. RECOMMENDING THE CITY APPROVE THE PHASE II AGREEMENT AND AMENDED PROJECT AND FINANCING PLAN. The Zone Board recommends that the City approve the Phase II Agreement and the Amended Project and Financing Plan by ordinance in accordance with Section 311.011(e) of the Act, each as may be modified to conform to the final business terms as agreed to by the City Manager.

SECTION 5. FURTHER PROCEEDINGS. The Zone Board is authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the documents approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof including revising any necessary documents to conform to the terms hereof or State law.

SECTION 6. INCORPORATION OF RECITALS. The Zone Board hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Zone Board hereby incorporates such recitals as part of this Resolution.

SECTION 7. SEVERABILITY. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, as if such invalid provision had never appeared herein, and the Zone Board hereby declares that this Resolution would have been enacted without such invalid provision.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED THIS 10TH DAY OF JANUARY, 2019

By: _____
Chairperson, Board of Directors

EXHIBIT A

[Map and Boundaries of Added Acreage to Reinvestment Zone No. 1]

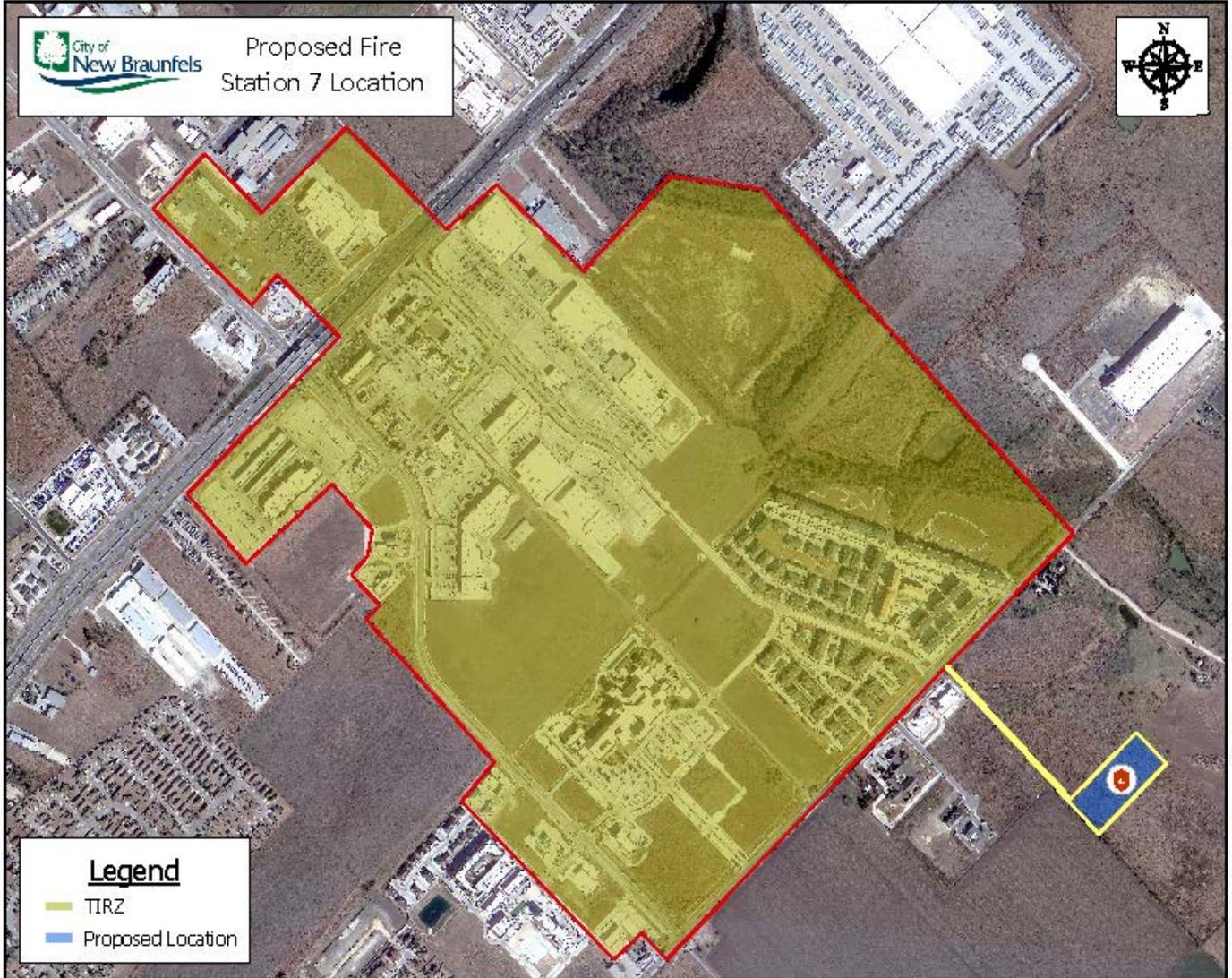


EXHIBIT B

[Phase II Tax Increment Participation Interlocal Agreement for Reinvestment Zone Number One]

EXHIBIT C

[Amended Project and Financing Plan]

ORDINANCE NO. 2019-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS ENLARGING THE BOUNDARIES OF REINVESTMENT ZONE NUMBER ONE, CITY OF NEW BRAUNFELS, TEXAS; AMENDING THE PROJECT PLAN AND FINANCE PLAN FOR THE ZONE TO REFLECT THE INCREASED BOUNDARIES AND INCLUDE THE PHASE II PROJECT; AMENDING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NEW BRAUNFELS, TEXAS AND A-L 95 CREEKSIDE TOWN CENTER, L.P. TO INCLUDE THE PHASE II PROJECT IMPROVEMENTS AND ESTIMATED COSTS RELATED THERETO; AUTHORIZING THE EXECUTION OF A PHASE II TAX INCREMENT PARTICIPATION INTERLOCAL AGREEMENT; AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City Council (the "Council") of the City of New Braunfels, Texas (the "City") adopted Ordinance No. 2007-45 on May 29, 2007, which designated Reinvestment Zone Number One, City of New Braunfels, Texas (the "Zone") pursuant to Section 311.005(a) of the Tax Increment Finance Act, Texas Tax Code, Chapter 311, as amended (the "Act"); and

WHEREAS, the Council adopted Ordinance No. 2007-59 on July 9, 2007, which adopted the Project Plan and Finance Plan for the Zone (the "Project and Financing Plan"); and

WHEREAS, the Council adopted Ordinance No. 2010-85 on November 22, 2010, which enlarged the boundaries of the Zone by approximately 18 acres; and

WHEREAS, the City desires to further enlarge the boundaries of the Zone by adding a certain geographic area for the City's fire station and fire training facility so that the boundaries of the Zone encompass the area depicted on the attached Exhibit A pursuant to Section 311.007 of the Act; and

WHEREAS, the City desires to amend the Project and Financing Plan to include the increase of the geographic boundaries of the Zone for the City's fire station and fire training facility as depicted on the attached Exhibit A and the Phase II Project Improvements and estimates of Phase II Project Costs as set forth in the Amended Project and Financing Plan attached as Exhibit B; and

WHEREAS, A-L 95 Creekside Town Center, L.P., a Texas limited partnership (the "Developer") has completed the Project and the Project Improvements as such terms are defined in the Economic Development Agreement between the City and the Developer dated March 12, 2007 (the "Economic Development Agreement") and described herein as the Phase I Project; and

WHEREAS, the City desires to amend the Economic Development Agreement to include an additional mixed-use phase totaling up to 500,000 square feet, with estimated construction costs and aggregate reimbursement to the Developer from lawfully available Zone revenues in an amount not to exceed \$3,500,000, plus reimbursement of the Developer's interest on any

expenditure authorized in the Amended Project and Financing Plan for a period of up to two years after the expenditure of funds by the Developer, located within the Zone boundaries ("Phase II Project") and establish a Phase II Tax Increment Fund related thereto which will only be funded from lawfully available funds after satisfaction of all currently existing obligations of the Zone, including any outstanding bonds of the Zone, as set forth in the Amendment to Economic Development Agreement attached as Exhibit D; and

WHEREAS, the City entered into a Tax Increment Participation Interlocal Agreement for the Zone with Comal County, Texas (the "County"), the Board of Directors of the Zone (the "Zone Board"), and the Developer on July 26, 2007 pursuant to Section 311.013 of the Act (as amended, the "Tax Increment Participation Interlocal Agreement") to permit the taxing units within the Zone to pay into the Tax Increment Fund tax increment produced from property located within the entirety of the Zone; and

WHEREAS, the City desires to execute a Phase II Tax Increment Participation Interlocal Agreement with the County, Zone Board and Developer (the "Phase II Agreement" attached hereto as Exhibit E) to permit the taxing units within the Zone to pay into the Phase II Tax Increment Fund, to the extent funds are lawfully available and all obligations have been satisfied, accrued or generated from property located within the boundaries of the Phase II Project as depicted in Exhibit C; and

WHEREAS, on January 10, 2019, the Zone Board adopted an amendment to the Project and Financing Plan (the "Amended Project and Financing Plan," attached herein as Exhibit F), increasing the geographic area of the zone for the City's fire station and training facility as depicted on the attached Exhibit A, and approved the Amended Project and Financing Plan; and

WHEREAS, on January 10, 2019, the Zone Board recommended that the City adopt the Amended Project and Financing Plan; and

WHEREAS, pursuant to the Act, the City must amend the Project and Financing Plan by ordinance; and

WHEREAS, notice of a public hearing to be held on January 28, 2019, was duly published in the *New Braunfels Herald-Zeitung* in its issue dated January 18, 2019, in compliance with Section 311.003(c) of the Act; and

WHEREAS, a public hearing was held on January 28, 2019, at 6 p.m. in City Hall, New Braunfels, Texas (the "Hearing") to consider the amendment to the Project and Financing Plan at which time the City provided a reasonable opportunity for protest in accordance with Section 311.003(d) of the Act; and

WHEREAS, the Council hereby finds and determines that the adoption of this Ordinance is in the best interests of the citizens of New Braunfels, Texas; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

SECTION 1. The City, after conducting the Hearing and having heard such evidence and testimony, has made the following findings and determinations based upon the testimony presented:

- (a) That the Hearing on the proposed Amended Project and Financing Plan has been properly called, held and conducted and that notices of the Hearing have been published at least seven (7) days before the Hearing in a newspaper of general circulation in the City.
- (b) That the boundaries of the Zone should be increased by adding approximately 4.5 acres of land to the Zone so that the boundaries of the Zone encompass the area depicted on the attached Exhibit A.

SECTION 2. The Project and Financing Plan is hereby amended to: (i) reflect the increase of the geographic boundaries of the Zone for the City's fire station and fire training facility as depicted on the attached Exhibit A and (ii) incorporate the addition of the Phase II Project.

SECTION 3. The Council hereby approves the Project and Financing Plan for the Zone, as amended herein.

SECTION 4. The Economic Development Agreement is hereby amended to include the Phase II Project and costs related thereto and establish a Phase II Tax Increment Fund.

SECTION 5. The execution by the City of the Phase II Agreement is hereby authorized.

SECTION 6. The officers of the City are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the documents approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof.

SECTION 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 8. All ordinances and 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 resolved herein.

SECTION 9. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10. 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, as if such invalid provision had never appeared herein, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. 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 Chapter 551, as amended, Texas Government Code.

SECTION 12. This Ordinance shall be in force and effect from and after its final passage and it is so ordained.

[The remainder of this page intentionally left blank.]

FIRST READING on the 28th day of January, 2019.

SECOND AND FINAL READING, PASSED, AND ADOPTED on the ___ day of _____,
2019.

CITY OF NEW BRAUNFELS

Barron Casteel, Mayor

ATTEST:

Patrick Aten, City Secretary
(City Seal)

APPROVED AS TO LEGALITY:

Valeria Acevedo, City Attorney

EXHIBIT A

[Map and Boundaries of Added Acreage to Reinvestment Zone No. 1]

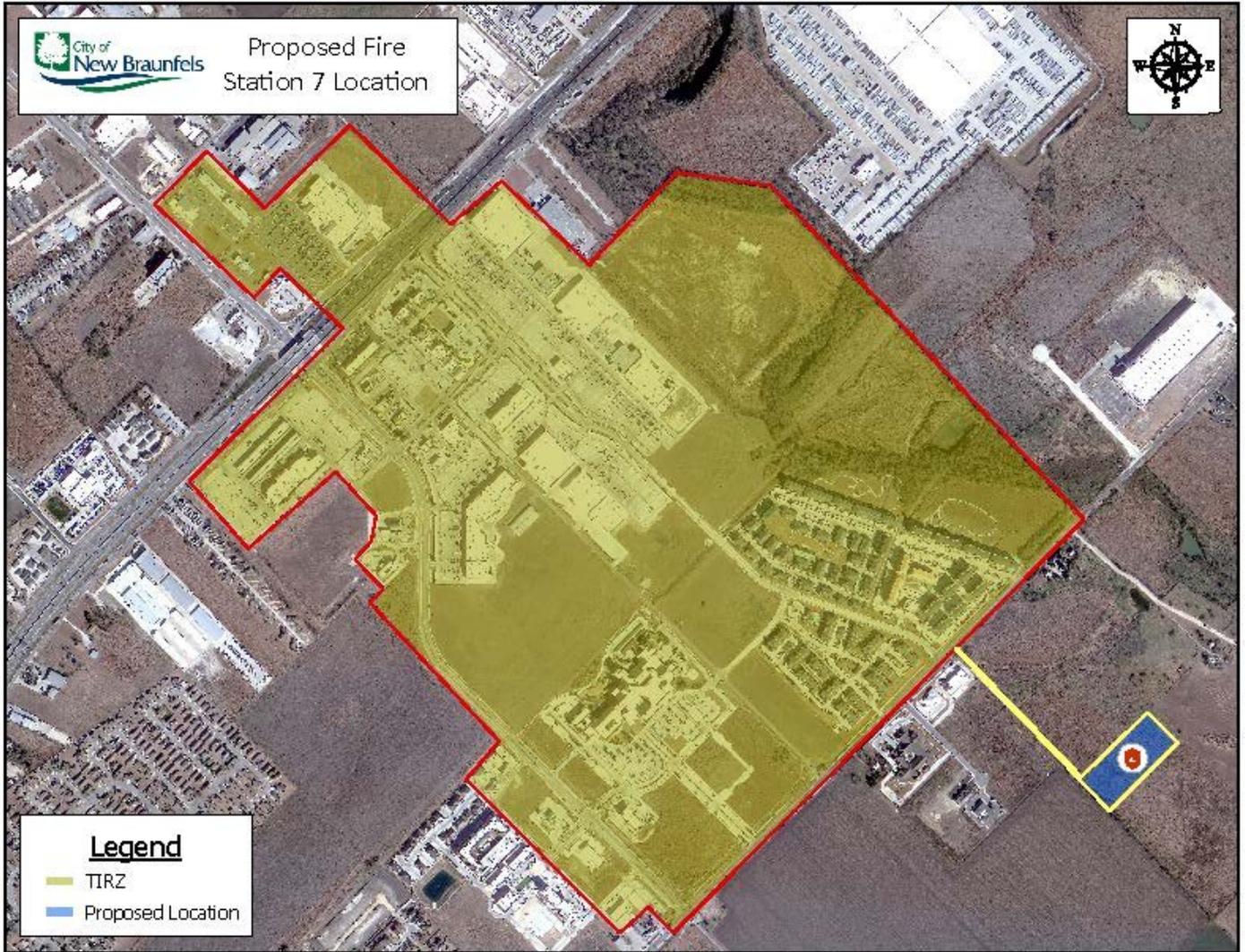


EXHIBIT B

[Amended Project and Financing Plan]

EXHIBIT C [Boundaries of Phase II Project]

DEVELOPMENT SPONSOR					
MAYOR JOHNSON / TOWN OF CREEKSIDE					
TRACT	ACRES	STORY	STORY	STORY	STORY
		1	2	3	4
1401	2.08	48	132	19	22
1402	2.08	48	132	19	22
1403	2.08	48	132	19	22
1404	2.08	48	132	19	22
1405	2.08	48	132	19	22
1406	2.08	48	132	19	22
1407	2.08	48	132	19	22
1408	2.08	48	132	19	22
1409	2.08	48	132	19	22
1410	2.08	48	132	19	22
1411	2.08	48	132	19	22
1412	2.08	48	132	19	22
1413	2.08	48	132	19	22
1414	2.08	48	132	19	22
1415	2.08	48	132	19	22
1416	2.08	48	132	19	22
1417	2.08	48	132	19	22
1418	2.08	48	132	19	22
1419	2.08	48	132	19	22
1420	2.08	48	132	19	22
1421	2.08	48	132	19	22
1422	2.08	48	132	19	22
1423	2.08	48	132	19	22
1424	2.08	48	132	19	22
1425	2.08	48	132	19	22
1426	2.08	48	132	19	22
1427	2.08	48	132	19	22
1428	2.08	48	132	19	22
1429	2.08	48	132	19	22
1430	2.08	48	132	19	22
1431	2.08	48	132	19	22
1432	2.08	48	132	19	22
1433	2.08	48	132	19	22
1434	2.08	48	132	19	22
1435	2.08	48	132	19	22
1436	2.08	48	132	19	22
1437	2.08	48	132	19	22
1438	2.08	48	132	19	22
1439	2.08	48	132	19	22
1440	2.08	48	132	19	22
1441	2.08	48	132	19	22
1442	2.08	48	132	19	22
1443	2.08	48	132	19	22
1444	2.08	48	132	19	22
1445	2.08	48	132	19	22
1446	2.08	48	132	19	22
1447	2.08	48	132	19	22
1448	2.08	48	132	19	22
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1461	2.08	48	132	19	22
1462	2.08	48	132	19	22
1463	2.08	48	132	19	22
1464	2.08	48	132	19	22
1465	2.08	48	132	19	22
1466	2.08	48	132	19	22
1467	2.08	48	132	19	22
1468	2.08	48	132	19	22
1469	2.08	48	132	19	22
1470	2.08	48	132	19	22
1471	2.08	48	132	19	22
1472	2.08	48	132	19	22
1473	2.08	48	132	19	22
1474	2.08	48	132	19	22
1475	2.08	48	132	19	22
1476	2.08	48	132	19	22
1477	2.08	48	132	19	22
1478	2.08	48	132	19	22
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1481	2.08	48	132	19	22
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1490	2.08	48	132	19	22
1491	2.08	48	132	19	22
1492	2.08	48	132	19	22
1493	2.08	48	132	19	22
1494	2.08	48	132	19	22
1495	2.08	48	132	19	22
1496	2.08	48	132	19	22
1497	2.08	48	132	19	22
1498	2.08	48	132	19	22
1499	2.08	48	132	19	22
1500	2.08	48	132	19	22



SHEET 1 OF 2		SHEET 2 OF 2	
NO. 0000	2014-001	NO. 0000	2014-001
DATE	01/15/14	DATE	01/15/14
BY	J. W. WOOD	BY	J. W. WOOD
CHECKED	J. W. WOOD	CHECKED	J. W. WOOD
SCALE	AS SHOWN	SCALE	AS SHOWN
TITLE	NEW BRAUNFELS TOWN CENTER AT CREEKSIDE (SP-554)	TITLE	NEW BRAUNFELS TOWN CENTER AT CREEKSIDE (SP-554)

NEW BRAUNFELS TOWN CENTER AT CREEKSIDE (SP-554)

EXHIBIT
NEC OF INTERSTATE HIGHWAY 35 & F.M. 306
NEW BRAUNFELS, TEXAS



EXHIBIT D

[Amendment to Economic Development Agreement]

EXHIBIT E

[Phase II Tax Increment Participation Interlocal Agreement for Reinvestment Zone Number One]

EXHIBIT F

[Reinvestment Zone No. 1 Resolution Adopting Amended Project and Financing Plan]

**Amended Project Plan & Reinvestment Zone Financing Plan
Tax Increment Reinvestment Zone No.1
City of New Braunfels, Texas**

**Amended Project Plan and Reinvestment Zone
Financing Plan**

- 1. Summary of Amendment
- 2. Exhibits

Summary of Amendment

Pursuant to Section 311.011(e), Texas Tax Code, an Amended Project Plan and Reinvestment Zone Financing Plan (the "Amended Project and Financing Plan") was adopted by the City of New Braunfels, Texas on January 28, 2019 to add approximately 4.5 acres of land for the fire station and a fire training facility for the City of New Braunfels, Texas into Tax Increment Reinvestment Zone No. 1, City of New Braunfels, Texas (the "TIRZ"), with an added anticipated cost between \$8,000,000 and \$13,000,000, and expected to be approximately \$10,500,000. The total TIRZ acreage after inclusion of the additional land will be approximately 512 acres. The boundaries of the TIRZ now encompass the area depicted on the attached **Exhibit A**. The Amended Plan additionally incorporates the Phase II Project Improvements and estimates of Phase II Project Costs listed in **Exhibit B** to this Amended Plan.

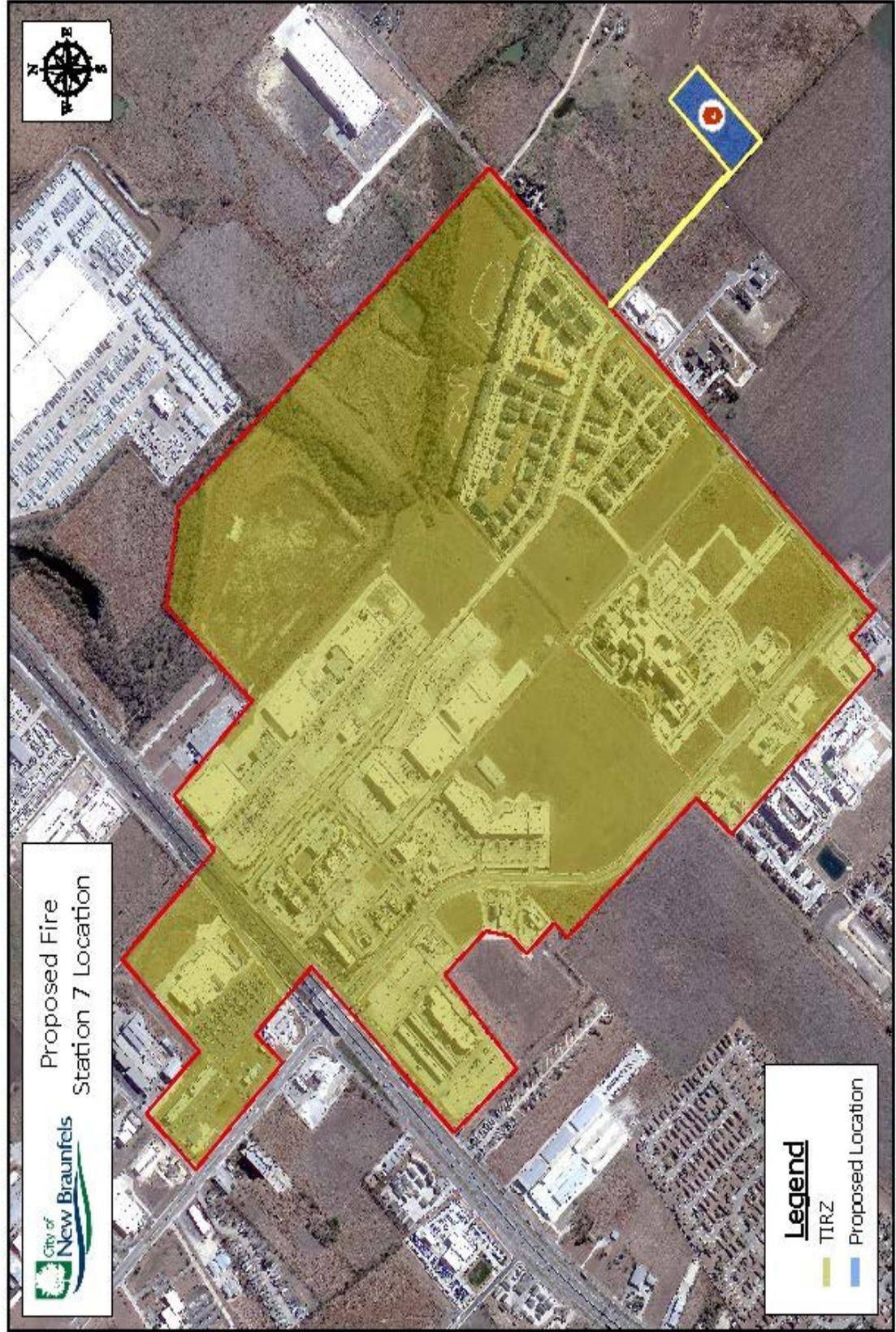
In connection with the addition of land and the Phase II Project, the exhibits attached hereto shall be incorporated into the Amended Plan. Except as amended by the revised exhibits attached hereto, the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone No.1 remains unchanged and in full force and effect.

Executive Summary of Phase II

An Amendment to Economic Development Agreement was executed by and between the City of New Braunfels, Texas (the "City") and A-L 95 Creekside Town Center, L.P. (the "Developer") dated January ____, 2019 (the "Amended Development Agreement"), which is hereby incorporated by reference. Under the Amended Development Agreement, the Developer will be reimbursed from revenue generated by the Zone within the boundaries of the Phase II Project in an amount not to exceed \$3,500,000 plus two years of interest for construction of infrastructure and drainage facilities within the Phase II Project. The Developer intends to construct the Phase II Project Improvements listed herein and will be reimbursed for costs incurred for the construction of the Phase II Project Improvements by the Authority through TIRZ revenues solely from tax increments having accrued or generated from the Phase II Project (the "Phase II Tax Increment") to the extent such funds are lawfully available. Disbursement of the Phase II Tax Increment is subordinate to owners and holders of any Bonds issued by the Authority.

EXHIBIT A

[Map and Boundaries of Added Acreage to Reinvestment Zone No. 1]



Creekside
Infrastructure Costs
7/30/2018
South Retail Phase (Public Infrastructure Only)

Item No.	Description	Amount	Unit	Unit Price	Item Total
Storm Box Extension					
1	Mobilization	1	LS	\$25,000.00	\$25,000
2	Clear and strip alignment	1.3	Acres	\$2,000.00	\$2,600
3	Connection at slope pavement at FM 483	1	Ea	\$15,000.00	\$15,000
4	9' x 6' RCB	1425	LF	\$450.00	\$641,250
5	Junction box	5	Ea	\$10,000.00	\$50,000
6	Seed disturbed areas	1	Acres	\$800.00	\$800
7	Stabilized entrance	1	LS	\$750.00	\$750
	Storm Box Extension		Total		\$735,400
Sanitary Sewer Extension					
8	Mobilization	1	LS	\$20,000.00	\$20,000
9	Clear and strip alignment	2	Acres	\$2,000.00	\$4,000
10	10" Sanitary Sewer	2600	LF	\$55.00	\$143,000
11	Manhole	8	Ea	\$2,500.00	\$20,000
	Sanitary Sewer Extension		Total		\$187,000
Water Extension					
12	Mobilization	1	LS	\$20,000.00	\$20,000
13	Clear and strip alignment	1	Acres	\$2,000.00	\$2,000
14	12" Water	2765	LF	\$50.00	\$138,250
15	Fire Hydrant with cross and valve	12	Ea	\$5,000.00	\$60,000
16	Connection to existing lines	2	Ea	\$10,000.00	\$20,000
	Water Extension		Total		\$240,250
Roadway Costs					
17	Mobilization and bonds	1	LS	\$45,000.00	\$45,000
18	Roadway excavation	3100	CY	\$5.00	\$15,500
19	Subgrade Preparation	5100	SY	\$3.00	\$15,300
20	7" Pavement	4635	SY	\$42.00	\$194,670
21	Concrete Curb	2780	LF	\$3.00	\$8,340
22	Pavement Marking and Signage	1	LS	\$5,000.00	\$5,000
23	24" RCP	150	Ea	\$75.00	\$11,250
24	Storm Inlets	10	Ea	\$3,000.00	\$30,000
25	Manholes on RCB	5	Ea	\$2,500.00	\$12,500
26	Reinforced Filter Fabric Fence	2780	LF	\$2.50	\$6,950
27	Stabilized entrance	1	LS	\$750.00	\$750
	Roadway Costs		Total		\$345,260
FM 306 and Old FM 483 Improvements					
28	Mobilization and bonds	1	LS	\$50,000.00	\$50,000
29	Demo median and curb, excavate	7200	SF	\$3.00	\$21,600
30	Subgrade Preparation	6800	SF	\$2.00	\$13,600
31	7" Pavement	4500	SF	\$5.00	\$22,500
32	Concrete Curb	850	LF	\$3.00	\$2,550
33	Pavement Marking and Signage	1	LS	\$10,000.00	\$10,000
34	Hard Median	1500	SF	\$4.00	\$6,000
35	Curb Cut Ramps	4	Ea	\$4,000.00	\$16,000
36	Traffic Control	1	LS	\$10,000.00	\$10,000
37	Traffic Light at FM 306	1	LS	\$350,000.00	\$350,000
38	Asphalt Overlay on old FM 483 - Approximately 2600'	1	LS	\$300,000.00	\$300,000
	FM 306 and Old FM 483 Improvements		Total		\$802,250
Bikeway - 670 feet from FM 483 to Creekside Way					
39	Mobilization and bonds	1	LS	\$5,000.00	\$5,000
40	Grading	400	CY	\$10.00	\$4,000
41	Subgrade Preparation	900	SY	\$5.00	\$4,500
42	5" Pavement	745	SY	\$35.00	\$26,075
46	Curb Cut Ramps	2	Ea	\$5,000.00	\$10,000
	Bikeway - 670 feet from FM 483 to Creekside Way		Total		\$49,575
Subtotal					\$2,359,735
Contingency (10%)					\$235,974
Engineering (15%)					\$410,122
Total					\$3,005,830

EXHIBIT C

[Commercial Build Out Schedule – Supplements Schedule A on Page 21]

Schedule A
Commercial Build Out Schedule (in thousands)

Commercial Project Values	2020		2021		2022		2023		2024	
	Square Feet (K)	Captured Value (K)	Square Feet (K)	Captured Value (K)	Square Feet (K)	Captured Value (K)	Square Feet (K)	Captured Value (K)	Square Feet (K)	Captured Value (K)
Retail	42.0	\$6,090	9.0	\$990	48.5	\$7,033	70.5	\$7,755	96.9	\$10,659
Restaurant	-	\$0	6.0	\$1,650	5.0	\$1,375	-	\$0	3.4	\$935
Hotel	-	\$0	60.0	\$8,160	-	\$0	-	\$0	-	\$0
Senior Housing Tract	-	\$0	-	\$30,000	-	\$0	-	\$0	-	\$0
Multifamily Tract	-	\$35,000	-	\$0	-	\$0	-	\$0	-	\$0
	42.00		75.00		53.50		70.50		100.30	
Total Captured Value		\$41,090		\$40,800		\$7,033		\$7,755		\$11,594
Cumulative Captured Value		\$41,090		\$81,890		\$88,923		\$96,678		\$108,272

EXHIBIT D

[Projected Annual Tax Revenue and Projected Assessed Valuations – Supplements Schedule B on Page 21]

NEW BRAUNFELS TOWN CENTER AT CREEKSIDE
 New Braunfels, TX
 NEC Hwy. 35 & FM 306

10/19/18
 SP-552

Projected Annual Tax Revenue									
	Real Property Taxes			Personal Property Taxes			Annual Sales Tax Projection		
	Per SF	Total Tax Value	Total	Per SF	Total Tax Value	Total	Per SF	Total Sales	Taxable Sales
Tract 24- Inline Retail	11,730	1,466,250	20	234,600	200	2,346,000	200	2,346,000	2,346,000
Tract 24- Jr. Box Retail	78,750	9,843,750	20	1,575,000	200	15,750,000	200	15,750,000	15,750,000
Tract 25- Freestanding Retail	8,750	656,250	20	175,000	200	1,750,000	200	1,750,000	1,750,000
Tract 26- Proposed Restaurant	5,950	1,636,250	30	178,500	lump sum	1,800,000	200	1,800,000	1,800,000
Tract 27- Freestanding Retail	9,100	682,500	20	182,000	200	1,820,000	200	1,820,000	1,820,000
Tract 28- Freestanding Retail	11,200	840,000	20	224,000	200	2,240,000	200	2,240,000	2,240,000
Tract 29- Future Hotel	60,000	8,178,000	lump sum	250,000	lump sum	2,160,000	lump sum	2,160,000	2,160,000
Senior Housing Tract	-	30,000,000	-	-	-	-	-	-	-
Reserve 2 Apartment Tract	-	35,000,000	-	-	-	-	-	-	-
	185,480	88,303,000	-	2,819,100	-	27,866,000	-	27,866,000	27,866,000
City of New Braunfels Property Tax Rate/\$100		0.48822		0.48822					
City of New Braunfels Projected Property Tax (\$)		431,113		13,763					
Comal County Property Tax Rate/\$100		0.30782		0.30782					1.50%
Comal County Projected Property Tax (\$)		271,815		8,678					417,990
City of New Braunfels Sales Tax Rate									0.50%
City of New Braunfels Projected Sales Tax (\$)									139,330
Comal County Sales Tax Rate									-
Comal County Projected Sales Tax (\$)									-
Projected Annual Tax Revenue		\$ 702,928	\$ 22,441	\$ 557,320		\$ 1,282,689			
City of New Braunfels TIRZ Participation- Property Tax (85% of collected amount)									378,145
Comal County TIRZ Participation- Property Tax (85% of collected amount)									238,419
City of New Braunfels TIRZ Participation- Sales Tax (1/2 of 1% of sales and use taxes collected)									139,330
Comal County TIRZ Participation- Sales Tax- No Participation									-
Total Annual TIRZ Contribution by City and County									\$ 755,894

Schedule B
Project Assessed Valuations

Tax Roll Jan 1	Cumulative Commercial Valuation	City Projected Taxable Valuation	County Projected Taxable Valuation
2020	\$41,090,000	\$41,090,000	\$41,090,000
2021	\$81,890,000	\$81,890,000	\$81,890,000
2022	\$88,923,000	\$88,923,000	\$88,923,000
2023	\$96,678,000	\$96,678,000	\$96,678,000
2024	\$108,272,000	\$108,272,000	\$108,272,000

Schedule G
Project Zone Revenue Phase II
(Sales Tax)

Year	Retail Businesses			EDC Sales Tax		Total Sales Tax		Sales Tax Revenue Available For Zone Projects *	
	Gross Sales	City Tax	Tax Generated	Revenue (0.375% Tax)	Revenue	Revenue	Revenue	Revenue	Revenue
2020	\$8,400,000	1.125%	\$94,500	\$31,500	\$126,000	\$126,000	\$40,950	\$40,950	\$66,788
2021	\$13,700,000	1.125%	\$154,125	\$51,375	\$205,500	\$205,500	\$66,788	\$121,388	\$190,125
2022	\$24,900,000	1.125%	\$280,125	\$93,375	\$373,500	\$373,500	\$190,125	\$289,478	\$289,478
2023	\$39,000,000	1.125%	\$438,750	\$146,250	\$585,000	\$585,000	\$289,478	\$289,478	\$289,478
2024	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2025	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2026	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2027	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2028	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2029	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2030	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2031	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2032	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2033	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2034	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2035	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2036	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2037	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2038	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2039	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2040	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2041	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2042	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2043	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2044	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
2045	\$59,380,000	1.125%	\$668,025	\$222,675	\$890,700	\$890,700	\$289,478	\$289,478	\$289,478
Totals	\$1,392,360,000		\$15,664,050	\$5,221,350	\$20,885,400	\$20,885,400	\$6,787,755	\$6,787,755	

* Represents EDC sales tax of 0.375% + City Sales Tax of 0.125% per the Development Agreement

AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT
BY AND BETWEEN NEW BRAUNFELS, TEXAS
AND
A-L CREEKSIDE TOWN CENTER, L.P.

THIS AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT (the “Amendment”) by and between the City of New Braunfels, Texas, a Texas home-rule municipal corporation (the “City”) and A-L 95 Creekside Town Center, L.P., a Texas limited partnership (“Developer”), (collectively referred to as the “Parties”) is entered into on this _____ day of _____, 2019 (the “Effective Date”).

RECITALS

WHEREAS, Developer and the District entered into an Economic Development Agreement dated March 12th, 2007 (“Agreement”) for the purpose of enhancing and stimulating business and commercial activity in the City, and promoting economic development in the City; and

WHEREAS, the Developer has completed the Project and the Project Improvements as defined in the Agreement and has been reimbursed the full Reimbursement Amount from TIRZ revenues in accordance with the Project Plan of Plan of Finance and the terms of the Agreement;

WHEREAS, the Developer intends to construct a Phase II of the Project located within the TIRZ boundaries and is seeking reimbursement of the Phase II Project Costs as defined herein;

WHEREAS, the City intends to amend the Project Plan and Plan of Finance to include the Phase II Projects, and the Parties desire to increase the Reimbursement Amount from TIRZ revenues to include the Phase II Project Costs in order to further such economic development purposes within the City and the TIRZ.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree as follows:

AGREEMENT

1. The Agreement is amended by adding Article IV, PHASE II PROJECT.

ARTICLE IV
PHASE II PROJECT

1. Phase II Project. The Developer intends to construct (or cause to be constructed) an additional mixed-use phase totaling up to 500,000 square feet with an estimated construction cost of approximately \$3,005,830 within the existing Creekside Town Center (“Phase II Project”). The Phase II Project is to be constructed in substantial accordance with the Conceptual Site Plan attached as Exhibit “B-1”, or such plan as revised from time to time. For purposes of the Agreement, the term “Project” as defined in the Agreement shall also incorporate the Phase II Project.

2. Phase II Project Improvements. The Developer intends to construct or cause the construction of the public infrastructure and improvements set forth in “Exhibit C-1” (“Phase II Project Improvements”). The term “Project Improvements” as defined in the Agreement and terms related thereto shall include and incorporate the Phase II Project Improvements. Expenditures for Phase II Project Improvements included as estimates on “Exhibit C-1” and as included in the Amended Project Plan and Plan of Finance are defined as Phase II Project Costs.

3. Amended Project Plan and Plan of Finance. The City and Developer agree to jointly prepare and approve a mutually acceptable amended Project Plan and Plan of Finance (“Amended Project Plan and Plan of Finance”) for the TIRZ that includes the Phase II Project Improvements and estimates of Phase II Project Costs listed on “Exhibit C-1.” The Parties agree to use commercially reasonable efforts to mutually agree to an Amended Project Plan and Plan of Finance that is consistent with the terms of this Amendment, and the Parties agree that their approval of an Amended Project Plan and Plan of Finance shall not be unreasonably delayed or withheld.

4. Phase II Developer Reimbursement. The Developer shall be reimbursed by the local government corporation created by the City (“the New Braunfels Development Authority” or the “Authority”) through TIRZ revenues for the actual construction costs included in the Amended Project Plan and Plan of Finance in an aggregate amount not to exceed \$3,500,000, plus reimbursement of the Developer’s interest on any expenditure authorized in the Amended Project Plan and Plan of Finance for a period of up to two years after the expenditure of funds by the Developer (the “Phase II Developer Reimbursement”). Interest shall

be calculated per the Agreement. The Phase II Developer Reimbursement shall be paid solely from the Phase II Tax Increment Fund (defined below).

(a) Phase II Tax Increment Fund. All Tax Increment (as defined in the Tri-Party Agreement described herein) accruing or generated from the Phase II Project shall be defined as the Phase II Tax Increment. Pursuant to the terms of the Management and Administrative Services Agreement By and Among the City, the TIRZ and the Authority (the "Tri-Party Agreement"), the City shall create a subaccount of the Tax Increment Fund, the Phase II Tax Increment Fund. The City shall deposit all Phase II Tax Increment into the Phase II Tax Increment Fund. The Developer will use all commercially reasonable efforts to provide the Authority and the City on an annual basis (by February 1 of each year) with a list of tax accounts that comprise the Phase II Project. The Developer is entitled to reimbursement herein only from the Phase II Tax Increment collected in the Phase II Tax Increment Fund.

(b) Approval of Phase II Projects; Disbursement of Tax Increment. The Authority (on behalf of the City pursuant to the Tri-Party Agreement) shall pay all or a portion of the Phase II Developer Reimbursement for any Phase II Project Improvement authorized in the Amended Project Plan and Plan of Finance and submitted by the Developer for reimbursement as provided for in this Article IV. The Developer shall request to the Authority in writing that particular expenditures be reimbursed and provide written documentation of such expenditures to the Authority including invoices or other acceptable proof of expenditures satisfactory to the Authority for such payments. For approved Phase II Project Costs, the Authority shall distribute to the Developer any Phase II Tax Increment accrued in the Phase II Tax Increment Fund to pay all or any portion of the Phase II Project Costs for reimbursement. The Authority will make such distributions on a semi-annual basis (each March 1 and September 1) until the Phase II Reimbursement is paid in full.

(c) Priority of Use of Tax Increment; Pledge to Bonds. The Parties understand that the Authority has a duty to use the Tax Increment in accordance with the Tri-Party Agreement which prioritizes the Tax Increment in the TIRZ (including subaccounts and the Phase II Tax Increment) to owners and holders of any Bonds issued by the Authority and any other Authority Obligations, and the disbursement of the Phase II Tax Increment pursuant to this Amendment is subordinate to those obligations.

(d) Reimbursement from Bond Proceeds. As an alternative to this Article IV, Section 4, the City may determine to reimburse the Developer for Phase II Project Costs from bonds issued by the Authority in accordance with the terms of the Agreement.

2. Except as explicitly set forth in this Amendment, no other terms of the Agreement are modified or amended, and except as otherwise modified herein, the terms of the Agreement are in full force and effect.

3. The provisions of the Amendment and the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provision of this Amendment and the Agreement, the provisions of this Amendment shall control.

4. The Agreement (including the Amendment) shall remain in force and effect until the Phase II Developer Reimbursement is paid in full or until the expiration date of the TIRZ, whichever is earlier.

5. Unless otherwise exempt, the Developer has delivered to the City, a Certificate of Interested Parties Form 1295 ("Form 1295") and certification of filing generated by the Texas Ethics Commission's (the "TEC") electronic portal, signed by an authorized agent of each respective entity prior to the execution of this Amendment by the Parties. The Parties understand and agree that, with the exception of information identifying the City, and the contract identification number in each Form 1295, with respect to an exemption from the filing requirement of a Form 1295, the Developer is solely responsible for its claim of exemption, and the City, nor its consultants, is responsible for a determination made by the Developer that the Developer is exempt from filing a Form 1295, or for the information contained in any Form 1295 and the City, nor its consultants, has verified such information.

6. The Developer represents and warrants, for purposes of Chapter 2270 of the Texas Government Code that at the time of execution and delivery of this Agreement, neither the Developer nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, boycotts Israel or will boycott Israel. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "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 Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

7. The Developer represents that, neither the Developer, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies 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 any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>; <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, 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 Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

IN WITNESS WHEREOF, the parties hereto may execute this Amendment in multiple copies, each of equal dignity, as of the date and year set forth on the first page hereof.

CITY:

CITY OF NEW BRAUNFELS, a Texas home-rule municipal corporation

By: _____
Mayor

Attest:

City Secretary

DEVELOPER:

A-L 95 CREEKSIDE TOWN CENTER, L.P.,
a Texas limited partnership

By: A-L 95, L.C., a Texas limited liability
company, General Partner

By: _____
Steven D. Alvis, Manager

**PHASE II TAX INCREMENT PARTICIPATION INTERLOCAL AGREEMENT
FOR REINVESTMENT ZONE NUMBER ONE**

THIS PHASE II TAX INCREMENT PARTICIPATION INTERLOCAL AGREEMENT ("Agreement") is made pursuant to Section 311.013 of the Texas Tax Code by and between the City of New Braunfels, Texas (the "City"), a municipal corporation and home-rule city of the State of Texas principally situated in the County of Comal, acting by and through its City Manager pursuant to Ordinance No. 2019-___, passed and approved by the City Council on January 28, 2019; Comal County (the "County"), a political subdivision of the State of Texas, acting by and through its County Judge pursuant to authority granted by the Comal County Commissioners Court on January 31, 2019; and the Board of Directors for Reinvestment Zone Number One (1), City of New Braunfels, Texas (the "Zone Board"), a Reinvestment Zone created by the City pursuant to Chapter 311 of the Texas Tax Code; and A-L 95 Creekside Town Center, L.P., a Texas Limited Partnership (the "Developer"), acting through the manager of its general partner A-L 95, L.C., a Texas Limited Liability Company. Collectively, the City, County, Developer, and Zone Board may be referred to herein singularly as a "Party" or collectively as "Parties."

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the City, County, Developer and Zone Board hereby agree to the terms and conditions of this Agreement. All exhibits are hereby incorporated into this Agreement by this reference for all purposes.

RECITALS

WHEREAS, on July 26, 2007, the Parties entered into a Tax Increment Participation Interlocal Agreement for Reinvestment Zone Number One (as amended, the "Phase I Agreement") providing for payments into the Tax Increment Fund of Tax Increments produced from property located in Reinvestment Zone Number One pursuant to Chapter 311 of the Texas Tax Code; and

WHEREAS, the Developer has completed the Project and the Project Improvements as defined in the Phase I Agreement and has been reimbursed the full Reimbursement Amount, set forth in the Phase I Agreement, from Reinvestment Zone Number One revenues in accordance with the terms of the Phase I Agreement; and

WHEREAS, the Developer intends to construct an additional mixed-use phase totaling up to 500,000 square feet with an estimated construction cost of approximately \$3,005,830 within the existing Reinvestment Zone Number One (the "Phase II Project") and is seeking reimbursement of the Phase II Project Costs as defined herein; and

WHEREAS, the City and Developer intend to jointly prepare and approve an amendment to the Project Plan and Plan of Finance to include the Phase II Project Improvements and estimates of Phase II Project Costs, and reimburse the Developer, to the extent revenues from the Phase II Project are lawfully available and after all Obligations of the Authority have been satisfied, for the Phase II Project Costs in order to further economic development within the City and the Reinvestment Zone Number One; and

WHEREAS, the Developer, to the extent such funds are lawfully available and all Obligations of the Authority have been satisfied, will be reimbursed by the Authority through the Phase II Tax Increments contributed by the City and the County in accordance with this Agreement for the actual construction costs included in the Amended Project Plan and Plan of Finance in an aggregate amount not to exceed \$3,500,000 (the "Phase II Developer Reimbursement Amount"); and

WHEREAS, the City intends to create a subaccount of the Tax Increment Fund pursuant to the terms of the Management and Administrative Services Agreement between the City, the Zone Board and the Authority (the "Tri-Party Agreement"), of which lawfully available Phase II Tax Increment will be deposited after all Obligations of the Authority have been satisfied; and

WHEREAS, the Developer is entitled to reimbursement of the Phase II Project Costs only from the Phase II Tax Increment collected in the Phase II Tax Increment Fund to the extent such funds are lawfully available and all Obligations of the Authority; and

WHEREAS, the Tax Increment and the Phase II Tax Increment shall be disbursed in accordance with the Tri-Party Agreement which gives priority to owners and holders of any bonds or other obligations issued or entered into by the Authority, and the reimbursement to the Developer of the Phase II Tax Increment pursuant to this Agreement is subordinate to those obligations; and

WHEREAS, this Agreement is intended to supplement the Phase I Agreement and should be read in conjunction therewith. This Agreement is not intended to interfere or conflict with the Phase I Agreement.

ARTICLE ONE

PREAMBLE

SECTION 1.01 INCORPORATION OF PREAMBLE. The Parties hereby incorporate the recitals set forth in the preamble hereto as if set forth in full at this place and further finds and determines that the recitals are true and correct and are adopted as part of the judgment and findings of the Commissioners Court, the City Council and the Board of Trustees of the Corporation.

ARTICLE TWO

DEFINITIONS AND INTERPRETATIONS

SECTION 2.01 DEFINITIONS. When used in this Phase II Agreement, and in any amendment or supplement hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Administrative Costs" means the costs of organizing the Reinvestment Zone, the costs of operating the Reinvestment Zone and the imputed administrative costs associated with the

Reinvestment Zone incurred by the City in connection with the implementation of the project plan.

"Agreement" means this agreement between the City, County, Developer and Zone Board.

"Authority" means the New Braunfels Development Authority, a local government corporation created by the City.

"Captured Appraised Value" means the captured appraised value of the Reinvestment Zone, as defined by Section 311.012(b), Texas Tax Code, as may be amended from time to time.

"City" means the City of New Braunfels, Texas, a municipal corporation and home-rule city of the State of Texas principally situated in the County, including its successors and assigns.

"County" means Comal County, Texas, a political subdivision of the State of Texas.

"County Tax Rate Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Reinvestment Zone pursuant to Section 3.02 of this Agreement.

"Developer" means A-L 95 Creekside Town Center L.P., a Texas limited partnership.

"Obligations" means all contractual obligations of the Authority entered into prior to the date of this Agreement, including, but not limited to, those contained within the Tri-Party Agreement, and all bonds, notes, leases or other debt instruments issued by the Authority and the authorizing documents related thereto.

"Phase II Improvements" means those improvements of the Phase II Project identified in the Project and Financing Plan.

"Phase II Project Costs" means the project costs set forth for the Phase II Project identified in the Project and Financing Plan.

"Phase II Tax Increment" means the aggregate amount of property taxes levied each year by the City and County over the Phase II Tax Increment Base, all pursuant to the Project Plan.

"Phase II Tax Increment Base" means the total appraised value of all real property taxable by the City and/or the County and located within the boundaries of the Phase II Project as of January 1, 2019, the year in which the Phase II Project was designated.

"Phase II Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Reinvestment Zone for the deposit of Tax Increments within the Phase II Project.

"Project Plan" means the Project Plan and Reinvestment Zone Financing Plan for the Reinvestment Zone initially approved by the City Council of the City on May 29, 2007, and as

amended by the City Council of the City on November 22, 2010 and subsequently on January 28, 2019 to reflect an increase of the geographic boundaries of the Zone and to include the Phase II Project Improvements and estimates of the Phase II Project Costs, attached and incorporated into this agreement for all purposes as Exhibit "B."

"Reinvestment Zone" means Reinvestment Zone Number One, City of New Braunfels, Texas created by the City on May 14, 2007, by Ordinance No. 2007-45 and later amended by Ordinance No. 2010-85 and Ordinance No. 2019-__ to reflect increases of the geographic boundaries of the Zone, attached and incorporated into this Agreement for all purposes as Exhibit "A."

"Tax Increment" means the aggregate amount of ad valorem taxes levied and collected each year by the City and/or the County, respectively, on the Captured Appraised Value of taxable real property in the Reinvestment Zone, all pursuant to the terms of the Project and Financing Plan.

"Tax Increment Base" means the total appraised value of all real property taxable by the City and/or the County and located in the Reinvestment Zone as of January 1, 2007, the year the Reinvestment Zone was created.

"Tax Increment Payment" means the amount of the Tax Increment that the City and/or County deposit annually into the Tax Increment Fund in accordance with the Phase I Agreement and the Project Plan.

ARTICLE THREE

PHASE II TAX INCREMENT PARTICIPATION

SECTION 3.01 PHASE II TAX INCREMENT PARTICIPATION BY THE CITY. For and in consideration of the agreements of the Parties set forth herein, the City agrees to deposit, to the extent such funds are lawfully available and all Obligations of the Authority have been satisfied, eighty-five percent (85%) of its Phase II Tax Increment produced each year in the Phase II Project into the Phase II Tax Increment Fund.

SECTION 3.02 PHASE II TAX INCREMENT PARTICIPATION BY THE COUNTY. For and in consideration of the agreements of the Parties set forth herein, the County agrees to contribute, to the extent such funds are lawfully available, eighty-five percent (85%) of its Phase II Tax Increment produced each year in the Phase II Project within the Reinvestment Zone into the Phase II Tax Increment Fund extending no longer than the 2032 tax year. The Parties agree that the County's Phase II Tax Increment shall (i) only be used by the Zone Board to reimburse the Developer for the public improvement costs actually incurred by the Developer limited to the Phase II Improvements defined in the Project Plan, and (ii) not be used to reimburse any costs of the City's fire station described in the Project Plan. The Parties further agree that the County's contribution described herein shall terminate at the first to occur: (1) when both the City and the County have contributed Phase II Tax Increments sufficient to enable the Developer to receive the maximum total reimbursement of three million five hundred thousand dollars (\$3,500,000) and two years of interest attributable to Developer's financing costs related to the

public improvement costs as defined in the Project Plan and to pay the required debt service on any bonds issued, the proceeds of which were used to reimburse the Developer; or (2) until the 2032 tax year. The County's Phase II Tax Increment participation shall be restricted to its tax increment collected on the Captured Appraised Value in the Phase II Project within the Reinvestment Zone. The Parties agree that all ad valorem taxes collected each year by the County that are attributable to real property in the Reinvestment Zone shall first constitute taxes on the Tax Increment Base, and after the total amount of taxes on the Tax Increment Base have been collected, shall then constitute the Tax Increment. The County shall not be obligated to contribute to the Tax Increment Fund non-tax increment County taxes or revenues or until the County's Tax Increment is actually collected.

SECTION 3.03 DATE OF PAYMENT. The obligation of the City and County to pay make deposits to the Phase II Tax Increment Fund, to the extent such funds are lawfully available and all Obligations of the Authority have been satisfied, shall accrue as Phase II Tax Increments are collected and payment shall be due on the first day of August of each calendar year.

SECTION 3.04 PARTICIPATION LIMITED TO PHASE II. The obligation of the City and the County to participate in the Phase II Tax Project within the Reinvestment Zone is limited to the area and improvements described as the Phase II Project in the Project Plan. The Phase II Tax Increment participation by the City and the County shall not extend beyond the Phase II Project or on any additional property added to the Reinvestment Zone unless the City and County approves the additional participation in writing.

SECTION 3.05 LIMITATION ON PROJECTS AND SPENDING. The Developer may not be reimbursed with funds lawfully available in the Phase II Tax Increment Fund for any improvements other than the approved Phase II Improvements set forth in the Project Plan.

SECTION 3.06 ZONE PROGRESS REPORTING. The Zone Board will submit reports annually and upon reasonable request to the Parties detailing percent completion of the development, Phase II Improvements underway or completed, tax increment revenue, and reimbursements or bond payments made.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

SECTION 4.01 CONTERPARTS. This Agreement may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

SECTION 4.02 CAPTIONS. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

SECTION 4.03 ENTIRE AGREEMENT. This Agreement embodies the entire agreement of the Parties and supplements the Phase I Agreement, and there are no other agreements, assurances, condition, covenants, either express or implied, or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

SECTION 4.04 INCONSISTENT PROVISIONS. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Agreement are hereby repealed to extent of such conflict, and the provisions of this Agreement shall be and remain controlling as to the matter provided herein.

SECTION 4.05 GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 4.06 CONSTRUCTION. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity of the Agreement.

SECTION 4.07 SEVERABILITY. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice the Parties in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

SECTION 4.08 AMENDMENT. Unless otherwise provided here, this Agreement may be amended only by written instrument duly executed on behalf of each Party.

SECTION 4.09 ASSIGNMENT. No Party shall assign this Agreement at law or otherwise without the prior written consent of the other Parties. No Party shall delegate any portion of its performance under this Agreement without the written consent of the other Parties.

SECTION 4.10 COMPLIANCE WITH TEXAS OPEN MEETING ACT. If it is officially found, determined, and declared that the meeting of each of the City, the County and the Corporation at which this Agreement is adopted was open to the public and public notice of the time, place and subject matter of the public business was considered at such meeting, including this Agreement, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 4.11 TEXAS ETHICS COMMISSION FORM 1295. Unless otherwise exempt, the Developer has delivered to the City, County and Zone Board a Certificate of Interested Parties Form 1295 ("Form 1295") and certification of filing generated by the Texas Ethics Commission's (the "TEC") electronic portal, signed by an authorized agent of each respective entity prior to the execution of this Agreement by the Parties. The Parties understand and agree that, with the exception of information identifying the City, County and Zone Board, and the

contract identification number in each Form 1295, with respect to an exemption from the filing requirement of a Form 1295, the Developer is solely responsible for its claim of exemption, and neither the City, County nor Zone Board, nor its consultants, are responsible for a determination made by the Developer that the Developer is exempt from filing a Form 1295, or for the information contained in any Form 1295 and neither the City, County nor Zone Board, nor its consultants, have verified such information.

SECTION 4.12 VERIFICATION PURSUANT TO CHAPTER 2270 OF THE TEXAS GOVERNMENT CODE. The Developer represents and warrants, for purposes of Chapter 2270 of the Texas Government Code, that at the time of execution and delivery of this Agreement, neither the Developer, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, boycotts Israel or will boycott Israel. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "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 Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

SECTION 4.13 VERIFICATION PURSUANT TO CHAPTER 2252 OF THE TEXAS GOVERNMENT CODE. The Developer represents that, neither the Developer, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies 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 any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>; <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, 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 Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Signature of Parties on next page]

COMAL COUNTY

By: _____

Name: _____

Title: County Judge

APPROVED AS TO FORM:

District Attorney

DEVELOPER:

A-L 95 Creekside Town Center, L.P.,
A Texas limited partnership

By: A-L 95, L.C., a Texas limited liability Company,
its general partners

By: _____

REINVESTMENT ZONE NUMBER ONE RESOLUTION 2019-R__

ADOPTING AMENDED PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESETMENT ZONE NUMBER ONE, CITY OF NEW BRAUNFELS, TEXAS; RECOMMENDING THAT THE CITY OF NEW BRAUNFELS ENLARGE THE BOUNDARIES OF THE ZONE; AUTHORIZING THE EXECUTION OF A PHASE II TAX INCREMENT PARTICIPATION INTERLOCAL AGREEMENT; RECOMMENDING APPROVAL OF THE AMENDED PROJECT PLAN AND FINANCING PLAN AND PHASE II TAX INCREMENT PARTICIPATION INTERLOCAL AGREEMENT BY THE CITY OF NEW BRAUNFELS; AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City Council (the "Council") of the City of New Braunfels, Texas (the "City") adopted Ordinance No. 2007-45 on May 29, 2007, which designated Reinvestment Zone Number One, City of New Braunfels, Texas (the "Zone") pursuant to Section 311.005(a) of the Tax Increment Finance Act, Texas Tax Code, Chapter 311, as amended (the "Act"); and

WHEREAS, the Board of Directors of the Zone (the "Zone Board") prepared and adopted a Project Plan and Reinvestment Zone Financing Plan (the "Project and Financing Plan") for the Zone in Reinvestment Zone Number One Resolution 2007-R01 pursuant to Section 311.011 of the Act; and

WHEREAS, the Council adopted Ordinance No. 2007-59 on July 9, 2007, which gave effect to the Project and Financing Plan pursuant to Section 311.011(d) of the Act; and

WHEREAS, the Council adopted Ordinance No. 2010-85 on November 22, 2010, which enlarged the boundaries of the Zone by approximately 18 acres; and

WHEREAS, the Zone Board desires to further enlarge the boundaries of the Zone by adding a certain geographic area for the City's fire station and fire training facility so that the boundaries of the Zone encompass the area depicted on the attached Exhibit A pursuant to 311.007 of the Act; and

WHEREAS, A-L 95 Creekside Town Center, L.P., a Texas limited partnership (the "Developer") has completed the Project and the Project Improvements as such terms are defined in the Economic Development Agreement between the City and the Developer dated March 12, 2007 (the "Economic Development Agreement") and described herein as the Phase I Project; and

WHEREAS, the Developer and the City desire to amend the Economic Development Agreement to include an additional mixed-use phase totaling up to 500,000 square feet, with estimated construction costs and aggregate reimbursement to the Developer from lawfully available Zone revenues in an aggregate amount not to exceed \$3,500,000, plus reimbursement of the Developer's interest on any expenditure authorized in the Amended Project and Financing Plan for a period of up to two years after the expenditure of funds by the Developer, located within the Zone boundaries ("Phase II Project") and establish a Phase II Tax Increment Fund related thereto which will only be funded from lawfully available funds after the satisfaction of all currently

existing obligations of the Zone, including any outstanding bonds of the Zone, as set forth in the Amendment to Economic Development Agreement;

WHEREAS, the Zone Board entered into a Tax Increment Participation Interlocal Agreement for the Zone with the City, the Developer, and Comal County, Texas (the "County"), on July 26, 2007 pursuant to Section 311.013 of the Act (as amended, the "Tax Increment Participation Interlocal Agreement") to permit the taxing units within the Zone to pay into the Tax Increment Fund tax increment produced from property located within the entirety of the Zone; and

WHEREAS, the Zone Board desires to execute a Phase II Tax Increment Participation Interlocal Agreement with the City, County and Developer (the "Phase II Agreement" attached hereto as Exhibit B) to permit the taxing units within the Zone to pay into the Phase II Tax Increment Fund, to the extent funds are lawfully available and all obligations have been satisfied, accrued or generated from property located within the boundaries of the Phase II Project as depicted in Exhibit B; and

WHEREAS, pursuant to Section 311.011(e) of the Act, the Zone Board at any time may adopt an amendment to the Project and Financing Plan consistent with the requirements and limitations of the Act, which shall take effect upon approval by the Council in accordance with Section 311.011(e) of the Act; and

WHEREAS, the Zone Board desires to amend the Project and Financing Plan to include: (i) a certain geographic area for the City's fire station and fire training facility so that the boundaries of the Zone encompass the area depicted on the attached Exhibit A pursuant to Section 311.007 of the Act; and (ii) the Phase II Project Improvements and estimates of Phase II Project Costs as set forth and further described in the amended Project and Financing Plan (the "Amended Project and Financing Plan") attached as Exhibit C. **NOW, THEREFORE**,

BE IT RESOLVED BY THE ZONE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE, CITY OF NEW BRAUNFELS, TEXAS:

SECTION 1. ADOPTING THE AMENDED PROJECT AND FINANCING PLAN. The Zone Board hereby adopts the Amended Project and Financing Plan for the Zone with modifications to conform to the final business terms as agreed to by the City Manager and directs its submission to the Council for approval.

SECTION 2. RECOMMENDING THE CITY EXPAND THE BOUNDARIES OF THE ZONE. The Zone Board recommends that the City enlarge the boundaries of the Zone by adding a certain geographic area for the City's fire station and fire training facility so that the boundaries of the Zone encompass the area depicted on the attached Exhibit A pursuant to Section 311.007 of the Act.

SECTION 3. AUTHORIZING THE EXECUTION OF THE PHASE II AGREEMENT. The Zone Board hereby authorizes the execution of the Phase II Agreement with modifications to conform to the final business terms as agreed to by the City Manager.

SECTION 4. RECOMMENDING THE CITY APPROVE THE PHASE II AGREEMENT AND AMENDED PROJECT AND FINANCING PLAN. The Zone Board recommends that the City approve the Phase II Agreement and the Amended Project and Financing Plan by ordinance in accordance with Section 311.011(e) of the Act, each as may be modified to conform to the final business terms as agreed to by the City Manager.

SECTION 5. FURTHER PROCEEDINGS. The Zone Board is authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the documents approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof including revising any necessary documents to conform to the terms hereof or State law.

SECTION 6. INCORPORATION OF RECITALS. The Zone Board hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Zone Board hereby incorporates such recitals as part of this Resolution.

SECTION 7. SEVERABILITY. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, as if such invalid provision had never appeared herein, and the Zone Board hereby declares that this Resolution would have been enacted without such invalid provision.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED THIS 10TH DAY OF JANUARY, 2019

By: _____
Chairperson, Board of Directors

EXHIBIT A

[Map and Boundaries of Added Acreage to Reinvestment Zone No. 1]

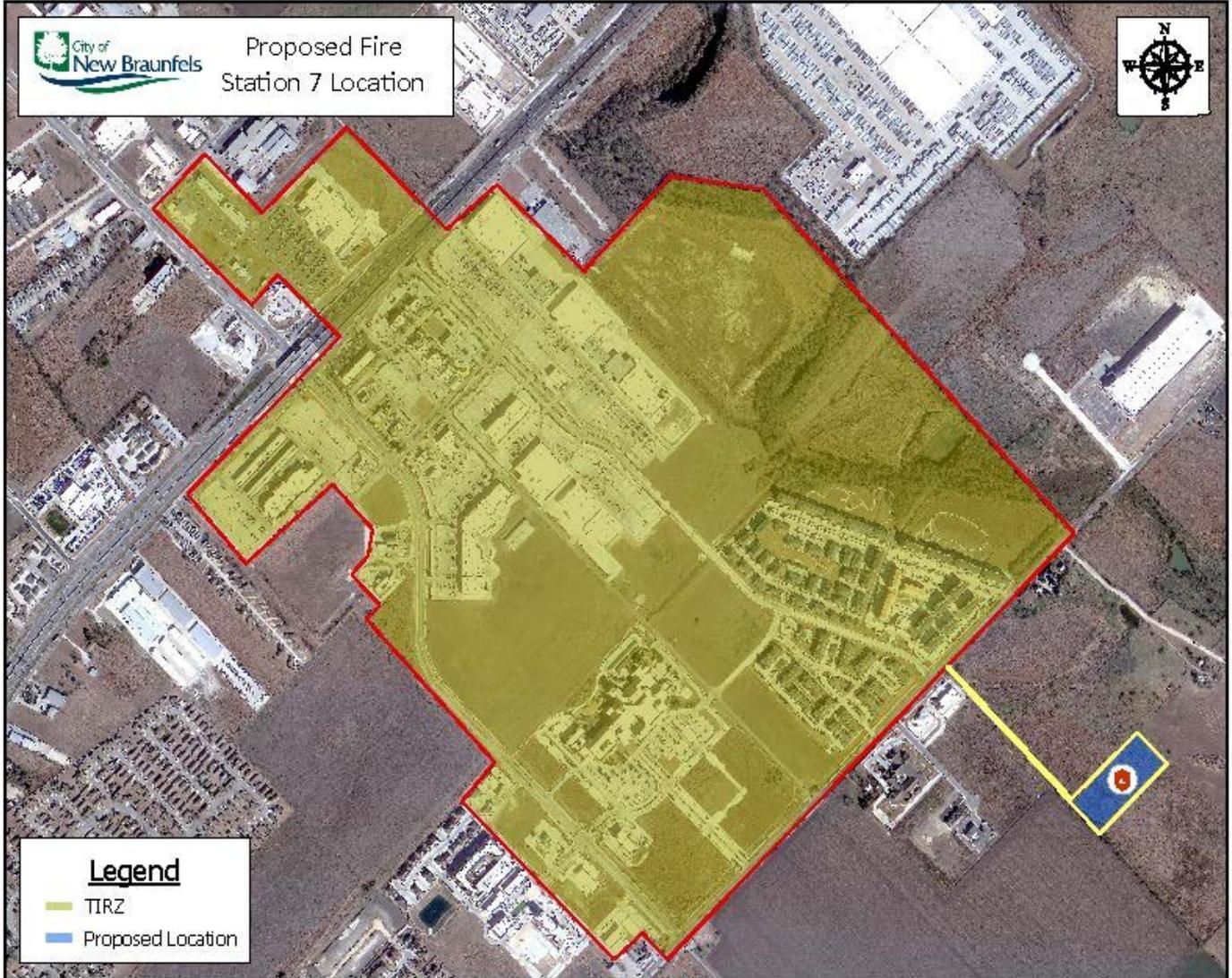


EXHIBIT B

[Phase II Tax Increment Participation Interlocal Agreement for Reinvestment Zone Number One]

EXHIBIT C

[Amended Project and Financing Plan]

CERTIFICATE FOR ORDINANCE

I, the undersigned City Secretary of the City of New Braunfels, Texas do hereby certify as follows:

1. The City Council of said City convened at a REGULAR MEETING ON THE 28TH DAY OF JANUARY, 2019, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

- Barron Casteel, Mayor
- Wayne Peters, Mayor Pro-Tem
- Shane Hines, Council Member, District 1
- Justin Meadows, Council Member, District 2
- Harry Bowers, Council Member, District 3
- Matthew E. Hoyt, Council Member, District 4
- Leah A. Garcia, Council Member, District 6

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS ENLARGING THE BOUNDARIES OF REINVESTMENT ZONE NUMBER ONE, CITY OF NEW BRAUNFELS, TEXAS; AMENDING THE PROJECT PLAN AND FINANCE PLAN FOR THE ZONE TO REFLECT THE INCREASED BOUNDARIES AND INCLUDE THE PHASE II PROJECT; AMENDING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NEW BRAUNFELS, TEXAS AND A-L 95 CREEKSIDE TOWN CENTER, L.P. TO INCLUDE THE PHASE II PROJECT IMPROVEMENTS AND ESTIMATED COSTS RELATED THERETO; AUTHORIZING THE EXECUTION OF A PHASE II TAX INCREMENT PARTICIPATION INTERLOCAL AGREEMENT; AND OTHER MATTERS IN CONNECTION THEREWITH.

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that the Ordinance be adopted; and, after due discussion, the motion, carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

AYES: —

NOES: —

2. A true, full and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the official minutes of said City Council; that the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of the Ordinance; that the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Ordinance, were the duly chosen, qualified and

acting officers and members of said City Council as indicated therein; that each of said officers and members was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting and that the Ordinance would be introduced and considered for passage at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this January 28, 2019.

City Secretary, City of New Braunfels, Texas

[CITY SEAL]

2/11/2019

Agenda Item No. A)

Presenter/Contact

Patrick Aten, City Secretary
(830) 221-4010 - paten@nbtexas.org

SUBJECT:

Discuss and consider approval of a resolution ordering a Special Bond Election to be held in the City of New Braunfels on May 4, 2019; and establishing an Early Voting Location and Polling Places for this Election; and making provisions for the conduct of the Election.

BACKGROUND / RATIONALE:

The uniform election date in May for municipal elections is May 4, 2019.
Early voting will occur at the Comal County Elections Office, 396 N. Seguin Avenue.

Election Day locations will be at:

- District 1 - Westside Community Center, 2932 S IH 35 Frontage Road
- District 2 - New Braunfels First Church of the Nazarene, 210 W. Klein Road
- District 3 - Seele Elementary School, 540 Howard Street
- District 4 - Faith United Church of Christ, 970 N. Loop 337
- District 5 - Lamar Elementary School, 240 N. Central Avenue
- District 6 - Walnut Springs Elementary School, 1900 S. Walnut Avenue

Propositions on the Bond Election for the registered voters of New Braunfels are:

PROPOSITION 1		
FOR _____	)	THE ISSUANCE OF \$44,512,490 OF TAX BONDS BY THE
AGAINST _____	))	CITY OF NEW BRAUNFELS, TEXAS, FOR THE ACQUISITION,
	))	CONSTRUCTION AND EQUIPMENT OF STREETS TO INCLUDE
		KLEIN ROAD, GOODWIN LANE,
		AND CONRADS LANE AND LEVYING THE TAX IN PAYMENT
		THEREOF.
PROPOSITION 2		
FOR _____	)	THE ISSUANCE OF \$16,547,420 TAX BONDS FOR PARK
AGAINST _____	))	AND RECREATIONAL FACILITIES AND PROJECTS TO INCLUDE
	))	THE SPORT FIELD COMPLEX, COMAL CEMETERY WALL, AND
		ALL ABILITIES PARK AMENITIES AND LEVYING THE TAX IN
		PAYMENT THEREOF.
PROPOSITION 3		

FOR _____ AGAINST _____	) ) )	THE ISSUANCE OF \$50,414,750 OF TAX BONDS FOR PUBLIC SAFETY FACILITIES AND PROJECTS TO INCLUDE FIRE STATIONS AND A POLICE DEPARTMENT AND LEVYING THE TAX IN PAYMENT THEREOF.
PROPOSITION 4		
FOR _____ AGAINST _____	) ) )	THE ISSUANCE OF \$5,525,340 OF TAX BONDS CITY LIBRARY FACILITIES THE NEW BRAUNFELS PUBLIC LIBRARY - WESTSIDE COMMUNITY CENTER BRANCH AND LEVYING THE TAX IN PAYMENT THEREOF.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

N/A

FISCAL IMPACT:

The cost for an election is approximately \$18,000 for election workers, supplies, and training.

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

RESOLUTION No. 2019-R_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS ORDERING A SPECIAL ELECTION TO BE HELD IN THE CITY OF NEW BRAUNFELS, TEXAS, ON MAY 4, 2019, FOR A BOND ELECTION, AND ESTABLISHING AN EARLY VOTING LOCATION AND POLLING PLACES FOR THIS ELECTION; AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION.

WHEREAS, the City Council of the City of New Braunfels, Texas (the "City") deems it advisable to call the bond election hereinafter ordered; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and public notice of the time, place, and purpose of the meeting was given, all as required by the Texas Government Code, Chapter 551.

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

1. A bond election shall be held within the City on May 4, 2019, between the hours of 7:00 A.M. and 7:00 P.M., at such polling places hereby established and designated as set forth on Exhibit "A" to this Resolution. Exhibit "A" shall be revised, if necessary, to comply with Texas law and any requirements of Comal or Guadalupe County (the "Counties"). The election will be conducted pursuant to Texas law. Election equipment from the City shall be used in the election, as appropriate. The election judges, clerks, early voting ballot board presiding judge, central counting station presiding judge and early voting clerks shall be appointed by the City in accordance with the Texas Election Code. Oral assistance in Spanish shall be made available to all persons requiring such assistance. Any person requiring oral assistance in Spanish should contact the presiding judge or the early voting clerk. The use of ES&S iVotronic Touch Screen voting system, as the term is defined in the Texas Election Code, shall be utilized in connection with the election. This system shall be utilized for early voting as well as for district voting conducted on Election Day. Patrick Aten is appointed as programmer, and he shall prepare a program for the automatic tabulating equipment. Ample voting equipment shall be provided for early voting and in the specific districts on Election Day. The central counting station is established as the office of the City Secretary of the City of New Braunfels, City Hall.

2. Early voting shall be conducted for all voters by personal appearance and mail at the designated early voting polling place or places and during the hours set forth in Exhibit "B" hereto. Exhibit "B" shall be revised, if necessary, to comply with any necessary changes.

3. An early voting ballot board is hereby created to process early voting results, and Clinton Brandt is hereby appointed as the presiding judge of the board. The presiding judge shall appoint at least two other members of the board.

4. The early voting clerk for the election shall be Patrick Aten. The City may appoint additional early voting clerks in accordance with the Texas Election Code.

5. Applications for early voting by mail for all residents of the City shall be sent to:

City Secretary
550 Landa Street
New Braunfels, TX 78130

An application for a ballot by mail must be received no later than the close of business on April 23, 2019.

6. All resident, qualified electors of the City shall be entitled to vote at the election.

7. At the election the following PROPOSITION, setting forth the purpose for which the bonds shall be authorized, shall be submitted in accordance with law:

PROPOSITION 1

Shall the City Council of the City of New Braunfels, Texas be authorized to issue the bonds of the City, in one or more series, with the bonds of each such series or issue, respectively, to mature serially within not to exceed 40 years from their date, and to be sold at such prices and bear interest at such rates as shall be determined within the discretion of the Board of Trustees, in the aggregate principal amount of \$44,512,490 for the purpose of constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges and intersections including, utility relocation, sidewalks, traffic safety and operational improvements, the purchase of any necessary land, rights-of-way, drainage and other related costs, to include Klein Road, Goodwin Lane, Conrads Lane and a Citywide Streets Improvement Program, with the bonds to mature, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the City, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?

PROPOSITION 2

Shall the City Council of the City of New Braunfels, Texas be authorized to issue the bonds of the City, in one or more series, with the bonds of each such series or issue, respectively, to mature serially within not to exceed 40 years from their date, and to be sold at such prices and bear interest at such rates as shall be determined within the discretion of the Board of Trustees, in the aggregate principal amount of \$16,547,420 for the purpose of constructing, acquiring, improving, renovating, developing and equipping, land and buildings for park and recreational purposes, parkland, scenic easement and trail acquisition, development and improvement and related infrastructure and other costs to include the Sport Field Complex, Comal Cemetery wall stabilization and improvements, and all abilities park amenities, with the bonds to mature, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the City, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?

PROPOSITION 3

Shall the City Council of the City of New Braunfels, Texas be authorized to issue the bonds of the City, in one or more series, with the bonds of each such series or issue, respectively, to mature serially within not to exceed 40 years from their date, and to be sold at such prices and bear interest at such rates as shall be determined within the discretion of the Board of Trustees, in the aggregate principal amount of \$50,414,750 for the purpose of constructing, acquiring, improving, renovating and equipping City public safety facilities for police and fire protection, including the acquisition of any necessary sites and related infrastructure, demolition and other costs to include Fire Stations and a Police Department, with the bonds to mature, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the City, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?

PROPOSITION 4

Shall the City Council of the City of New Braunfels, Texas be authorized to issue the bonds of the City, in one or more series, with the bonds of each such series or issue, respectively, to mature serially within not to exceed 40 years from their date, and to be sold at such prices and bear interest at such rates as shall be determined within the discretion of the Board of Trustees, in the aggregate principal amount of \$5,525,340 for the purpose of constructing, renovating, improving, and equipping existing and/or additional

City library facilities including acquisition of any necessary sites and related water, wastewater, drainage, streets, sidewalks, parking infrastructure and other related costs to include the New Braunfels Public Library – Westside Community Center Branch, with the bonds to mature, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the City, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?

8. The official ballots for the election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid PROPOSITION with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITION to be expressed substantially as follows:

PROPOSITION 1

FOR	_____	)	THE ISSUANCE OF \$44,512,490 OF TAX BONDS BY THE
		)	CITY OF NEW BRAUNFELS, TEXAS, FOR THE
		)	ACQUISITION, CONSTRUCTION AND EQUIPMENT OF
		)	STREETS TO INCLUDE KLEIN ROAD, GOODWIN LANE,
AGAINST	_____	)	CONRADS LANE AND A CITYWIDE STREETS
		)	IMPROVEMENT PROGRAM AND LEVYING THE TAX IN
		)	PAYMENT THEREOF.

PROPOSITION 2

FOR	_____	)	THE ISSUANCE OF \$16,547,420 OF TAX BONDS FOR
		)	PARK AND RECREATIONAL FACILITIES AND PROJECTS
		)	TO INCLUDE THE SPORT FIELD COMPLEX, COMAL
		)	CEMETERY WALL STABILIZATION AND
AGAINST	_____	)	IMPROVEMENTS, AND ALL ABILITIES PARK AMENITIES
		)	AND LEVYING THE TAX IN PAYMENT THEREOF.

PROPOSITION 3

FOR	_____	)	THE ISSUANCE OF \$50,414,750 OF TAX BONDS FOR
		)	PUBLIC SAFETY FACILITIES AND PROJECTS TO
		)	INCLUDE FIRE STATIONS AND A POLICE DEPARTMENT
AGAINST	_____	)	AND LEVYING THE TAX IN PAYMENT THEREOF.

PROPOSITION 4

FOR	_____	)	THE ISSUANCE OF \$5,525,340 OF TAX BONDS FOR
		)	CITY LIBRARY FACILITIES AND PROJECTS TO INCLUDE
		)	THE NEW BRAUNFELS PUBLIC LIBRARY – WESTSIDE

EXHIBIT "A"
ANEXO "A"

ELECTION DAY POLLING PLACES
LUGARES DE VOTACIÓN DEL DÍA DE ELECCIÓN
MAY 4, 2019
4 DE MAYO DE 2019

District One, Westside Community Center, 2932 S. IH35 Frontage Road
District Two, New Braunfels First Church of the Nazarene, 210 W. Klein Road
District Three, Seele Elementary School, 540 Howard Street
District Four, Faith United Church of Christ, 970 N Loop 337
District Five, Lamar Elementary School, 240 N. Central Avenue
District Six, Walnut Springs Elementary School, 1900 S. Walnut Avenue

7:00 a.m. – 7:00 p.m.

Subject to Change
Sujeto a Cambios

EXHIBIT "B"
ANEXO "B"

EARLY VOTING SCHEDULE
(HORARIO DE LA VOTACION ADELANTADA)
MAY 4, 2019
4 DE MAYO DE 2019

Location:
Comal County Elections Office
396 N. Seguin Avenue
New Braunfels, TX 78130

Dates & Hours:
Monday, April 22, 2019 8am-5pm
Tuesday, April 23, 2019 8am-5pm
Wednesday, April 24, 2019 7am-7pm
Thursday, April 25, 2019 8am-5pm
Friday, April 26, 2019 8am-5pm
Saturday, April 27, 2019 9am-1pm
Monday, April 29, 2019 7am-7pm
Tuesday, April 30, 2019 8am-5pm

Subject to Change
Sujeto a Cambios

EXHIBIT "C"
ANEXO "C"

INFORMATION REQUIRED PURSUANT TO
SECTION 3.009(b) OF THE TEXAS ELECTION CODE¹

- (1) The proposition language that will appear on the ballot is set forth in Section 8 hereof.
- (2) The purpose for which the bonds are to be authorized is set forth in Section 7 hereof.
- (3) The principal amount of the debt obligations to be authorized is set forth in Sections 7 and 8 hereof.
- (4) As set forth in Sections 7 and 8 hereof, if the bonds are approved by the voters, the Board of Trustees will be authorized to levy annual ad valorem taxes, on all taxable property in the City, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds.
- (5) Based upon the bond market conditions at the date of adoption of this Resolution, the maximum interest rate for any series of the bonds is estimated to be 4% as calculated in accordance with applicable law. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold.
- (6) As set forth in Section 7 hereof, if the bonds are approved, they may be issued in one or more series, to mature serially, over a period not to exceed 40 years.
- (7) The aggregate amount of the outstanding principal of the City 's debt obligations (all of which are secured by an unlimited tax levied for debt service purposes) as of the beginning of the City's 2018-19 fiscal year is \$180,520,000.
- (8) The aggregate amount of the outstanding interest of the City's debt obligations (all of which are secured by an unlimited tax levied for debt service purposes) as of the beginning of the City's 2018-19 fiscal year is \$60,249,669.67.
- (9) The ad valorem debt service tax rate for the City for the 2018-19 fiscal year is \$0.4882 per \$100 of taxable assessed valuation.

¹ This information is provided solely for purposes of compliance with Section 3.009(b) of the Texas Election Code and is for illustration purposes only. The information is not a part of the proposition to be voted on and does not create a contract with the voters.

2/11/2019

Agenda Item No. B)

Presenter/Contact

Jared Werner, Chief Financial Officer
(830) 221-4395 - jwerner@nbtexas.org

SUBJECT:

Discuss and consider approval of a contract with MUNIRevs, Inc d/b/a LODGINGRevs for a short-term rental compliance system and automated licensing and tax remittance system.

BACKGROUND / RATIONALE:

The City of New Braunfels had experienced consistent growth in occupancy tax revenue in recent history. However, towards the end of FY 2016-17 and throughout FY 2017-18, stagnation and decline during certain periods began to occur. Moreover, In recent months, there has been a noticeable variance in the growth in occupancy tax collection for the City when comparing local data to the state's data.

Currently, the City uses two different firms to support compliance monitoring and occupancy tax collection. To more efficiently and effectively manage resources, it was determined to be in the best interest of the City to utilize one qualified firm than can serve as a one stop shop for all occupancy tax collection, reporting and property discovery needs, allowing for the alignment and integration of the services.

On October 30, 2018, the City issued a solicitation for Hotel Occupancy Tax Collection and Compliance Services. Four (4) proposals were received on November 23, 2018. A team of staff from Finance, Planning, City Manager's Office, and the New Braunfels Chamber of Commerce-Convention and Visitors Bureau evaluated the proposals. After interviewing firms and reviewing their products, Staff is recommending LODGINGRevs as the full solution platform.

The LODGINGRevs system is called MUNIRevs and it will support both the City and the rental owners. LODGINGRevs staff are property compliance experts that will support the City's needs to gain property registration and tax remittance solutions. Their integrated, automated registration platform is a key aspect to making compliance simple for both the City and the property owners/managers. LODGINGRevs will design a customized compliance solution around the City's requirements. The platform can therefore be tailored to current and future requirements, ordinances and permitting/license processing.

The City is seeking to enter into an annual contract at a not-to-exceed cost of \$54,000 per year. The first year will require a one-time implementation fee of \$9,500, therefore, the first year will have a maximum cost of \$63,500. The contract will have two, one-year renewal options.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

Yes	Strategic Priorities:	9. Maintain fiscal stability of City operations. 21. Ensure sustainable quality development.
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FISCAL IMPACT:

As mentioned above, the maximum year one cost for these services is \$63,500, with a recurring annual cost of \$54,000. Funding to support these services will come from the 35% City portion of the hotel occupancy taxes collected. There are sufficient funds available from that allocation to support the recurring cost of this contract.

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of a contract with MUNIRevs, Inc d/b/a LODGINGRevs for a short-term rental compliance system and automated licensing and tax remittance system.

2/11/2019

Agenda Item No. C)

Presenter/Contact

Kristi Aday, Assistant City Manager
(830) 221-4285 - kaday@nbtexas.org

SUBJECT:

Discuss and consider approval of the first reading of an ordinance amending Section 86-7 of the Code of Ordinances to include \$20 paid parking on the north side of East San Antonio Street between the intersection with South Liberty Avenue and the Comal River bridge, and \$30 paid parking at the parking spaces on Hinman Island Drive annually from May 1 through Labor Day.

BACKGROUND / RATIONALE:

The River Advisory Committee annually reviews various river-related fees, working towards making the River Activities Fund revenue neutral and passing the cost of river management onto the users/customers of the service. The River Advisory Committee has recommended to expand river-related paid parking to include the north side of San Antonio Street between the intersection South Liberty Avenue and the Comal River bridge at \$20 per space, as well as Hinman Island Drive parking at \$30 per space. It is recommended that paid parking would be in effect in the same time frame as the other available paid parking lots in the area, charging daily starting on May 1 and ending on Labor Day.

The area designated for paid parking on San Antonio Street does not currently have defined parking spaces. If paid parking for this location is approved, 8 parallel parking spaces will be marked. These spaces will be slightly larger than the average parallel parking space to encourage quick entry and exits from spaces due to moving traffic on East San Antonio Street.

Hinman Island Drive is not open on weekends and holidays, so paid parking on Hinman Island Drive will not be available on those days. There are 33 parking spaces on Hinman Island Drive.

Utilize the ParkMobile system and install Pay-by-Phone parking signs throughout the new paid parking location.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

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FISCAL IMPACT:

New ParkMobile signs will have no cost as they will be provided by ParkMobile. Several parking signs will need to be printed by the City to explain the terms of the paid parking. There is available funding for these signs in the River Activities sign budget.

East San Antonio Street:

If 8 parking spaces are occupied at \$20/space 1 time per day, for the approximately 125 days between May 1 to Labor Day then revenue could be estimated at \$20,000 for the season.

8 spaces x \$20 x 125 days= \$20,000

Hinman Island Drive:

There are on average 92 charge days on Hinman Island Drive between May 1- Labor Day since there is no parking there on weekends and holidays. One factor that may impact this estimate is the use of resident parking passes in this location.

33 spaces x \$30 x 92 days= \$91,080

COMMITTEE RECOMMENDATION:

The River Advisory Committee at the meeting on October 18, 2018 unanimously recommends charging \$20/space on East San Antonio Street.

The River Advisory Committee at the meeting on January 17, 2019 unanimously recommends charging \$30/space on Hinman Island Drive.

STAFF RECOMMENDATION:

Staff recommends approving paid parking on East San Antonio Street at \$20/space and on Hinman Island Drive for \$30/space.

AN ORDINANCE AMENDING CHAPTER 86 OF THE CODE OF ORDINANCES OF THE CITY OF NEW BRAUNFELS, TEXAS, SECTION 86-7 BY CHARGING A FEE FOR PARKING IN THE PARKING LOTS ON HINMAN ISLAND DRIVE AND EAST SAN ANTONIO STREET BETWEEN LIBERTY AVENUE AND THE COMAL RIVER BRIDGE; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels, Texas has determined that there is a public benefit to the collection of fees for parking; and

WHEREAS, the City Council of the City of New Braunfels, Texas has determined that certain parking areas have value that should be recognized; and

WHEREAS, the City Council of the City of New Braunfels, Texas has determined that parking in parking lots located on Hinman Island Drive, and on East San Antonio Street near the Comal river during the period of May 1 to Labor Day represents an opportunity to collect revenue that supports the funding for management of river operations and parking lot maintenance; and

WHEREAS, the City Council of the City of New Braunfels, Texas has determined that charging a parking fee at the parking lots located on Hinman Island Drive, and on East San Antonio Street during this time period would be born primarily by visitors to the community and would remove some of the burden of funding river operations from the residents of the City of New Braunfels, Texas; and

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. AMENDMENTS.

That Chapter 86Section 86-7, subsections f and g of the New Braunfels Code of Ordinances shall be amended to read as follows, with new language indicated below by use of underlined font:

- (f) (1) *East San Antonio Street.* There shall be a parking fee charged for all parking spaces on the north side of East San Antonio Street between the intersection with South Liberty Avenue and the Comal River bridge between the hours of 8:00 a.m. and 7:00 p.m. daily from May 1 through Labor Day. Such parking fee shall be paid by the operator of each vehicle at the designated locations and shall be charged \$20.00 for every parking space utilized by a vehicle of any size. If city personnel determine that a vehicle is using more than one parking space, then an additional \$20.00 fee will be charged. Once paid by the operator, the space is not transferable to another vehicle. If a vehicle leaves and then returns later in the same day when the fee is applicable, a new \$20.00 fee will be charged to park in one space. All fees collected from this parking location will go into the River Activities Fund.

(2) *Exceptions.*

- a. Vehicles with disabled veteran license plates will be exempt from parking fees.
- b. When it has been determined by the city manager or his designated representative that weather or other conditions do not warrant charging such a fee, it may be temporarily suspended. (g) (1) *Hinman Island Drive*. There shall be a parking fee charged for all parking spaces on Hinman Island Drive between the hours of 8:00 a.m. and 7:00 p.m. daily from May 1 through Labor Day. Such parking fee shall be paid by the operator of each vehicle at the designated locations and shall be charged \$30.00 for every parking space utilized by a vehicle of any size. If city personnel determine that a vehicle is using more than one parking space, then an additional \$30.00 fee will be charged. Once paid by the operator, the space is not transferable to another vehicle. If a vehicle leaves and then returns later in the same day when the fee is applicable, a new \$30.00 fee will be charged to park in one space. All fees collected from this parking lot will go into the River Activities Fund.

(2) *Exceptions.*

- a. A resident parking pass shall be available for residents to park in this location.
- b. Vehicles with disabled veteran license plates will be exempt from parking fees.
- c. When it has been determined by the city manager or his designated representative that weather or other conditions do not warrant charging such a fee, it may be temporarily suspended.

2/11/2019

Agenda Item No. D)

Presenter/Contact

Kristi Aday, Assistant City Manager
kaday@nbtexas.org

SUBJECT:

Discuss and consider approval of the first reading of an ordinance amending the Code of Ordinances Section 86-7 Operation of Vehicles in Parks revising Subsection (d) by establishing a resident parking pass for Prince Solms Park and Landa Park parking lots located off Elizabeth Avenue.

BACKGROUND / RATIONALE:

Prince Solms Park and Landa Park parking lots located off Elizabeth Avenue (sometimes referred to as Elizabeth Avenue Parking Lots) have paid parking in place from May 1 - Labor Day each year. Fees charged are \$20 and \$10 respectively. The purpose of the parking fees are to help recover costs for the City's river management operations. As the vast majority of people who park in these lots from May 1 to Labor Day each year are visitors, it is an effective way to pass on the costs to those non-residents.

In 2014, City Council established a Resident Tennis Parking Pass at a cost of \$20 to allow tennis players to park without paying the daily fee. The pass was expanded in 2018 to a Prince Solms Resident Parking Pass to include basketball and disc golf players. In 2018, 100 Prince Solms Resident Parking Passes were sold.

With the inclusion of the Elizabeth Avenue lots for paid parking, staff heard many concerns from residents regarding the requirement to pay while using the park for activities such as running, picnicking, dog walking, etc. This concern was voiced at several River Committee meetings and Parks and Recreation Advisory Board meetings.

As a follow up to the 2018 River Season review, the River Committee discussed and supported the idea of a Resident Parking Pass. The Committee ultimately made recommendations to the Parks and Recreation Advisory Board who discussed the matter at their December 18, 2018 meeting.

The Parks and Recreation Advisory Board voted 5-2 to recommend the establishment of a Resident Parking Pass at a cost of \$40. The pass would be valid for the Elizabeth Avenue parking lots only. (The River Committee subsequently added Hinman Island parking spaces, which is discussed in another agenda item.) The Board also recommended that the Prince Solms Resident Parking Pass fee be increased from \$20 to \$40 for consistency and in order to fully recover administrative costs.

Prince Solms Resident Parking Pass (Current):

- Currently \$20 per person/**Recommended to increase to \$40**
- **Recommended to rename to Prince Solms Sports Pass** for clarity
- Must be actively participating in tennis, basketball or disc golf

- Valid seven days per week
- Valid for one year
- Individual pass includes picture of pass holder
- Pass must be displayed in front window of vehicle
- Revenues generated from pass are deposited to the River Fund.

Resident Parking Pass (Recommended):

- Recommended \$40 per vehicle, must be affixed to vehicle
- Valid seven days per week
- Valid for one year
- Valid for Elizabeth Avenue parking and Hinman Island lots only
- Revenues would be deposited to the River Fund

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

<input checked="" type="checkbox"/>	Yes	City Council Strategic Priorities	Infrastructure - Use a variety of funding sources for operational and capital needs.
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FISCAL IMPACT:

There will be a negligible amount of revenue generated from the administrative costs associated with the passes; however, that will likely be offset by the loss of revenue from the free resident parking in the Elizabeth Street parking lots. Revenues from the parking pass is deposited in to the River Fund.

COMMITTEE RECOMMENDATION:

The River Committee supported the Resident Parking Pass at their meeting on November 15, 2018. The Parks and Recreation Advisory Board voted 5-2 in favor of these changes at their meeting on December 18, 2018.

STAFF RECOMMENDATION:

Staff recommends the fee change for the Prince Solms Sports Pass to \$40 and the establishment of a Resident Parking Pass for \$40, valid for the Elizabeth Avenue parking lots, seven days per week.

ORDINANCE NO. 2019 - ____

AN ORDINANCE OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING SECTION 86-7 “OPERATION OF VEHICLES IN PARKS,” SUBSECTION (d) (2) “EXCEPTIONS” OF THE NEW BRAUNFELS CODE OF ORDINANCES AND TO REPEAL SUBSECTION (d) (2) EFFECTIVE MAY 1, 2019; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Staff has recommended specific parking regulations to be implemented to manage traffic parking within a city owned public park; and

WHEREAS, the City Council of the City of New Braunfels has determined that the additional parking regulations will be beneficial to the City of New Braunfels and should be modified as recommended by Staff; and

WHEREAS, the City Council of the City of New Braunfels, Texas has the authority under its Home Rule Charter and under the laws of the State of Texas to adopt regulations aimed to protect the health, safety, and general welfare of its citizens.

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

SECTION 1: That the findings and recitations set out in the preamble to this Ordinance are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2: That Section 86-7 “Operation of vehicles in parks,” Subsection (d) (2) “*Exceptions*” of the New Braunfels Code of Ordinances shall be amended to hereinafter read as follows:

(d)(1) *Parking fees in Prince Solms Park.* There shall be a parking fee charged for all parking spaces in Prince Solms Park between the hours of 8:00 a.m. and 7:00 p.m. daily from May 1 through Labor Day. Such parking fee shall be paid by the operator of each vehicle at the designated locations and shall be charged \$20.00 for every parking space utilized by a vehicle of any size. If city personnel determine that a vehicle is using more than one parking space, then an additional \$20.00 fee will be charged. Once paid by the operator, the space is not transferable to another vehicle. If a vehicle leaves and then returns later in the same day when the fee is applicable, a new \$20.00 fee will be charged to park in one space.

(2) *Exceptions.*

a. A Prince Solms Resident Parking Pass shall be made available for users of the Prince Solms Park tennis courts, basketball courts and disc golf course.

For the purpose of this section, the term "resident" applies to persons who reside within the city limits. The duration of the Prince Solms Resident Parking Pass is May 1st through Labor Day in the same year the pass was purchased. The annual fee for the Prince Solms Resident Parking Pass shall be \$40.00. All holders of

a Prince Solms Resident Parking Pass shall be entitled entry into Prince Solms Park parking area at no additional charge, seven days a week, excluding holidays, from May 1st through Labor Day for the purpose of parking their vehicles to utilize the tennis courts, basketball courts and disc golf course in the park.

b. Vehicles with disabled veteran license plates will be exempt from parking fees.

c. When it has been determined by the city manager or his designated representative that weather or other conditions do not warrant charging such a fee, it may be temporarily suspended.

(e) (1) Parking fees at the Landa Park parking lots located off Elizabeth Avenue. There shall be a parking fee charged for the 155 parking spaces located in Landa Park parking lots located off Elizabeth Avenue between the hours of 8:00 a.m. and 7:00 p.m. daily from May 1 through Labor Day. Such parking fee shall be paid by the operator of each vehicle at the designated locations and shall be charged \$10.00 for every parking space utilized vehicle of any size. If city personnel determine that a vehicle is using more than one parking space, then an additional \$10.00 fee will be charged. Once paid by the operator, the space is not transferable to another vehicle. If a vehicle leaves and then returns later in the same day when the fee is applicable, a new \$10.00 fee will be charged to park in one space. All fees collected from this parking lot will go into the River Activities Fund.

(2) Exceptions.

a. The Landa Park parking lot with 43 spaces located directly in front of the park and recreation department operations buildings will be reserved for staff use from May 1 through Labor Day and will not be available for paid parking. There will be reserved parking spots in this parking lot for mini-golf patrons that will be clearly marked and signed.

b. A Resident Parking Pass shall be made available for users of the Landa Park parking lots located off Elizabeth Avenue.

For the purpose of this section, the term "resident" applies to persons who reside within the city limits. The duration of the Resident Parking Pass is May 1st through Labor Day in the same year the pass was purchased. The annual fee for the Resident Parking Pass shall be \$40.00. All holders of a Resident Parking Pass shall be entitled entry into Elizabeth Street parking area at no additional charge, seven days a week, excluding holidays, from May 1st through Labor Day for the purpose of parking their vehicles.

c. Vehicles with disabled veteran license plates will be exempt from parking fees.

d. When it has been determined by the city manager or his designated representative that weather or other conditions do not warrant charging such a fee, it may be temporarily suspended.

(3) 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, 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.

SECTION 3: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4: All provisions of the Code of Ordinances of the City of New Braunfels not herein amended or repealed shall remain in full force and effect.

SECTION 5: All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 6: In accordance with the provisions of the City Charter, this Ordinance may be read and published by descriptive caption only. This Ordinance has been publicly available in the office of the City Secretary prior to its adoption.

SECTION 7: This Ordinance shall become adopted upon its second reading, signature required by City Charter, 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 _____ day of _____, 2019.

PASSED AND APPROVED: Second reading this _____ day of _____, 2019.

CITY OF NEW BRAUNFELS, TEXAS

By: _____

Barron Casteel, Mayor

ATTEST:

Patrick D. Aten, City Secretary

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

2/11/2019

Agenda Item No. E)

Presenter/Contact

*Greg Malatek, Director of Public Works
(830) 221-4020 - gmalatek@nbtexas.org*

SUBJECT:

Discuss and consider the proposed bridge rail and light poles for the San Antonio Street Bridge Project over the Comal River as recommended by the San Antonio Street Bridge Steering Committee.

BACKGROUND / RATIONALE:

The San Antonio Street Bridge upper structure will be widened (travel lanes and sidewalks) through the Texas Department of Transportation's (TxDOT) Off-System Bridge Program, as directed by City Council in July 2017. Except for reinforcing the existing footings, the bridge substructure will remain in its current configuration. Staff presented to the San Antonio Street Bridge Steering Committee on September 6, 2018, the recommendations on bridge rail and light poles for the proposed structure from TxDOT approved options.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

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FISCAL IMPACT:

None

COMMITTEE RECOMMENDATION:

The Steering Committee recommends the Texas Classic Bridge Rail with Type B windows and pedestrian light poles similar to the original bridge fixtures.

STAFF RECOMMENDATION:

Staff concurs with recommendations from the San Antonio Street Bridge Steering Committee and requests City Council's approval.

2/11/2019

Agenda Item No. F)

Presenter/Contact

Garry Ford, City Engineer
(830) 221-4020 - gford@nbtexas.org

SUBJECT:

Discuss and consider approval of the first reading of an ordinance amending Section 126-346 of the Code of Ordinances to restrict parking, standing or stopping along a portion of Rainy Creek.

BACKGROUND / RATIONALE:

Council District: 5

Engineering staff received a call from concerned citizens requesting that the parking in the entrance to the West Village at Creekside subdivision be reviewed, specifically during afternoon school pick up times for Canyon Middle School. There is an existing no parking zone on both sides of Rainy Creek between FM 1101 and Oxbow Circle.

Observations conducted by staff in December 2018 during school pick up times showed that there were multiple compliance issues including vehicles parked in the existing no parking zone, parked in front of fire hydrants, and parking within 30 feet of stop signs. In addition, there were vehicles stopped in the middle of the road picking up children that had crossed FM 1101 from Canyon Middle School (Figures 1 and 2 attached). There were not any vehicles parked in front of driveways to homes that were observed during that afternoon, which was part of the initial request.

The New Braunfels Police Department has been notified of the existing parking compliance issues at this location. The Safety and Security Coordinator with Comal ISD was also contacted, and he said that parents of students at the school have been sent messages throughout the school year asking them not to pick up their children in the subdivision.

Based on the observations conducted, staff is recommending that the existing no parking zone be revised to a no parking, standing or stopping zone to provide for better student safety.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

2006 Comprehensive Plan: Transportation Goal 21: Provide a system of convenient and safe transportation facilities through comprehensive, cooperative, and continuing transportation system planning and development.

FISCAL IMPACT:

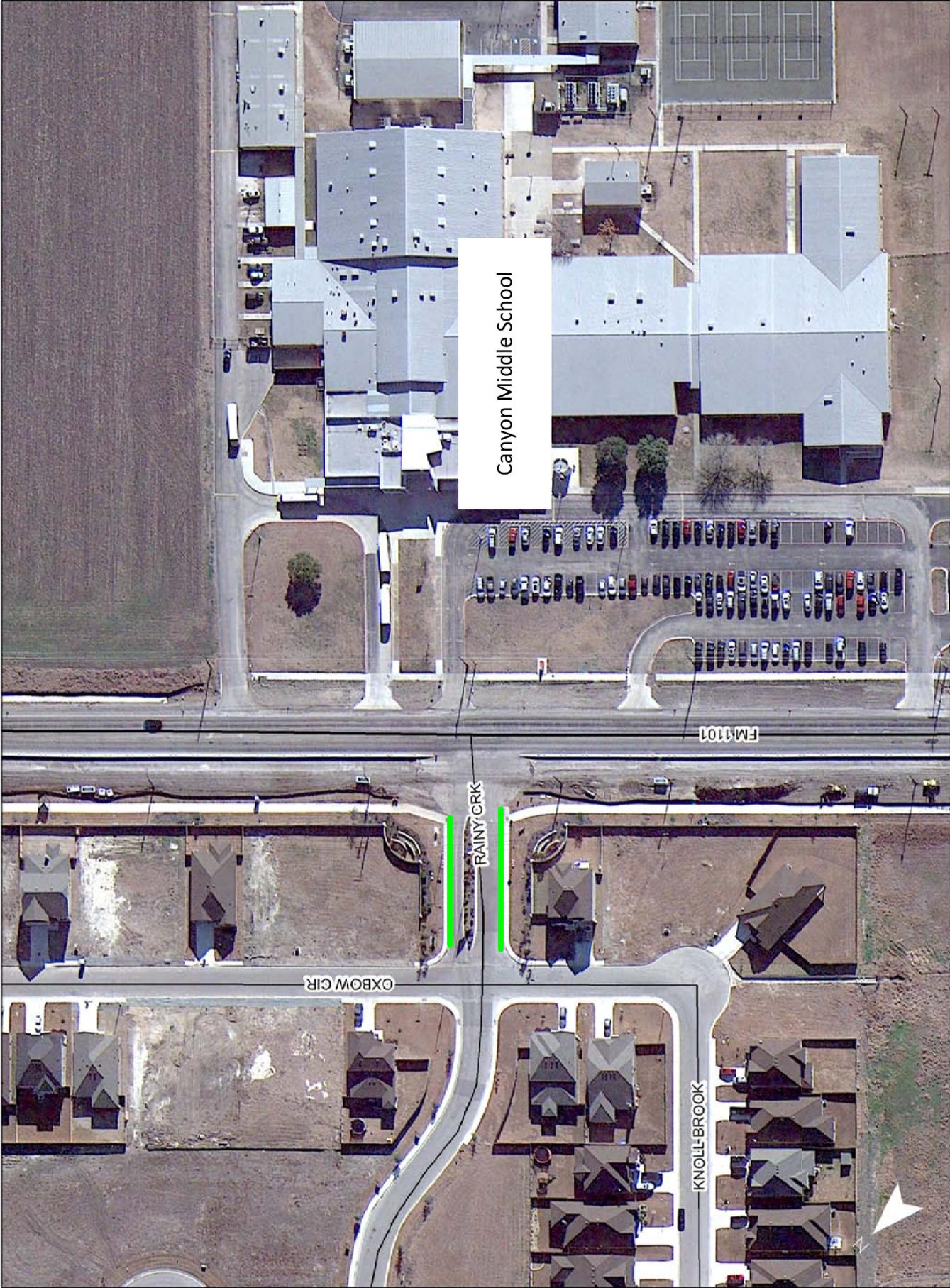
Traffic control signs cost approximately \$150 each. Sufficient funds are available in the FY 2018-19 Public Works budget.

COMMITTEE RECOMMENDATION:

The Transportation and Traffic Advisory Board unanimously approved revising the existing parking restriction along on Rainy Creek between FM 1101 and Oxbow Circle to be a no parking, standing or stopping zone at their meeting on January 10, 2019.

STAFF RECOMMENDATION:

Staff recommends approval of revising the existing no parking zone on Rainy Creek between FM 1101 and Oxbow Circle to be a no parking, standing or stopping zone.



Canyon Middle School

FM-1101

OXBOW CIR

RAINY CRK

KNOLL-BROOK

Existing No Parking Zone on Rainy Creek proposed to be No Parking, Standing or Stopping Zone

Sec. 126-346. - Stopping, standing or parking prohibited in specified places.

(e) No person shall stop, park, or leave standing any vehicle, whether attended or unattended, in the following locations:

(1) ~~Upon~~ Upon the west side of State Highway 46 from 200 feet northwest of Dunlap Drive to 400 feet southeast of Dunlap Drive.

(2) On both sides of Rainy Creek, including traffic islands, from the intersection with FM 1101 to the intersection with Oxbow Circle. Such zone shall be designated as a tow away zone.

(f) No person shall park or leave standing any vehicle, whether attended or unattended, in the following locations:

(101) ~~Reserved. On both sides of Rainy Creek, including traffic islands, from the intersection with FM 1101 to the intersection with Oxbow Circle. Such no parking zone shall be designated as a tow away zone.~~

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING SECTION 126-346 OF THE CITY OF NEW BRAUNFELS CODE OF ORDINANCES TO RESTRICT PARKING, STANDING AND STOPPING ON A PORTION OF RAINY CREEK.

WHEREAS, after engineering and field investigation, the Transportation and Traffic Advisory Committee and the City Engineer have 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 is hereby amended as follows:

- (e) No person shall stop, park, or leave standing any vehicle, whether attended or unattended, in the following locations:
 - (1) Upon the west side of State Highway 46 from 200 feet northwest of Dunlap Drive to 400 feet southeast of Dunlap Drive.
 - (2) On both sides of Rainy Creek, including traffic islands, from the intersection with FM 1101 to the intersection with Oxbow Circle. Such zone shall be designated as a tow away zone.

- (f) No person shall park or leave standing any vehicle, whether attended or unattended, in the following locations:
 - (101) Reserved.

II.

THAT the Public Works Department is directed to obtain and install the traffic control signs in the locations as set forth in this ordinance, and is directed to maintain the signs in a manner that provides for the health, welfare and safety of the citizens of New Braunfels.

III.

THAT all provisions hereof 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 remain in full force and effect.

IV.

All other ordinances or parts of ordinances in conflict herewith are repealed to the extent that they are in conflict.

V.

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 _____ day of _____, 2019.

PASSED AND APPROVED: Second reading this the _____ day of _____, 2019.

CITY OF NEW BRAUNFELS, TEXAS

BARRON CASTEEL, MAYOR

ATTEST:

PATRICK D. ATEN, CITY SECRETARY

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, CITY ATTORNEY



Figure 1. Parent picking up student in the middle of the intersection of Rainy Creek and Oxbow Circle.



Figure 2. Parent stopped to pick up student on Rainy Creek blocking the entire lane (left) and parent parked in existing no parking zone on Rainy Creek waiting for student (right).

2/11/2019

Agenda Item No. G)

Presenter/Contact

Garry Ford, City Engineer
(830) 221-4020 - gford@nbtexas.org

SUBJECT:

Public hearing and first reading of an ordinance amending Section 126-354 of the City of New Braunfels Code of Ordinances to create a new Parking by Permit Area O.

BACKGROUND / RATIONALE:

Council District: 6

Staff has received a request from multiple property owners along the 600-700 blocks of West Merriweather Street, the 600 block of Southeast Terrace, Tower Line, and the 1000-1300 blocks of Unicorn Avenue to create a new parking by permit area. The requested time for parking by permit is at all times and year-round. The requested area consists of single-family homes with the exception of businesses on the north side of Tower Line. The primary reason for the request is due to on-street parking from CBE Companies employees in the neighborhood.

A signed petition has been received from the property owners and residents of single family homes requesting the creation of a new parking by permit area on the 600-700 blocks of West Merriweather Street, the 600 block of Southeast Terrace, Tower Line, and the 1000-1300 blocks of Unicorn Avenue at all times, year-round.

The proposed designated parking by permit area is a contiguous residential area and matches the schedule of existing parking by permit areas. Over two-thirds of the affected residents have submitted a signed statement of the following:

We the undersigned are residents and/or property owners of the proposed designated permit area described in this application. We understand that: (i) if this area is designated, certain restrictions will be placed upon on-street parking within the area; (ii) residents and/or residential property owners of the area will be entitled to obtain a limited number of parking permits exempting their vehicles from such parking restrictions, but if a resident and/or property owner owns a vehicle without having a permit displayed, that vehicle will be subject to the parking restrictions; (iii) parking permits will be issued for a term of one year and require replacement each year; (iv) the cost of issuing the annual parking permits will be paid by the residents and/or property owners.

At their meeting on January 10, 2019, the Transportation and Traffic Advisory Board discussed and recommended that the proposed time for the parking by permit area be revised to daily, from 7:00 a.m. to 7:00 p.m., instead of the year-round time that was requested. Representatives from the

neighborhood agreed that this change would address the existing parking concerns.

A public hearing on the application shall be conducted by City Council. Notices of the public hearing were mailed to all property owners (as shown on the latest tax roll) and residents who signed the petition within a 300 foot radius of the requested permit area.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

Strategy 1: Support Vibrant Centers; Action 1.2: Create plans for neighborhoods and transitional areas to maintain quality of life.

FISCAL IMPACT:

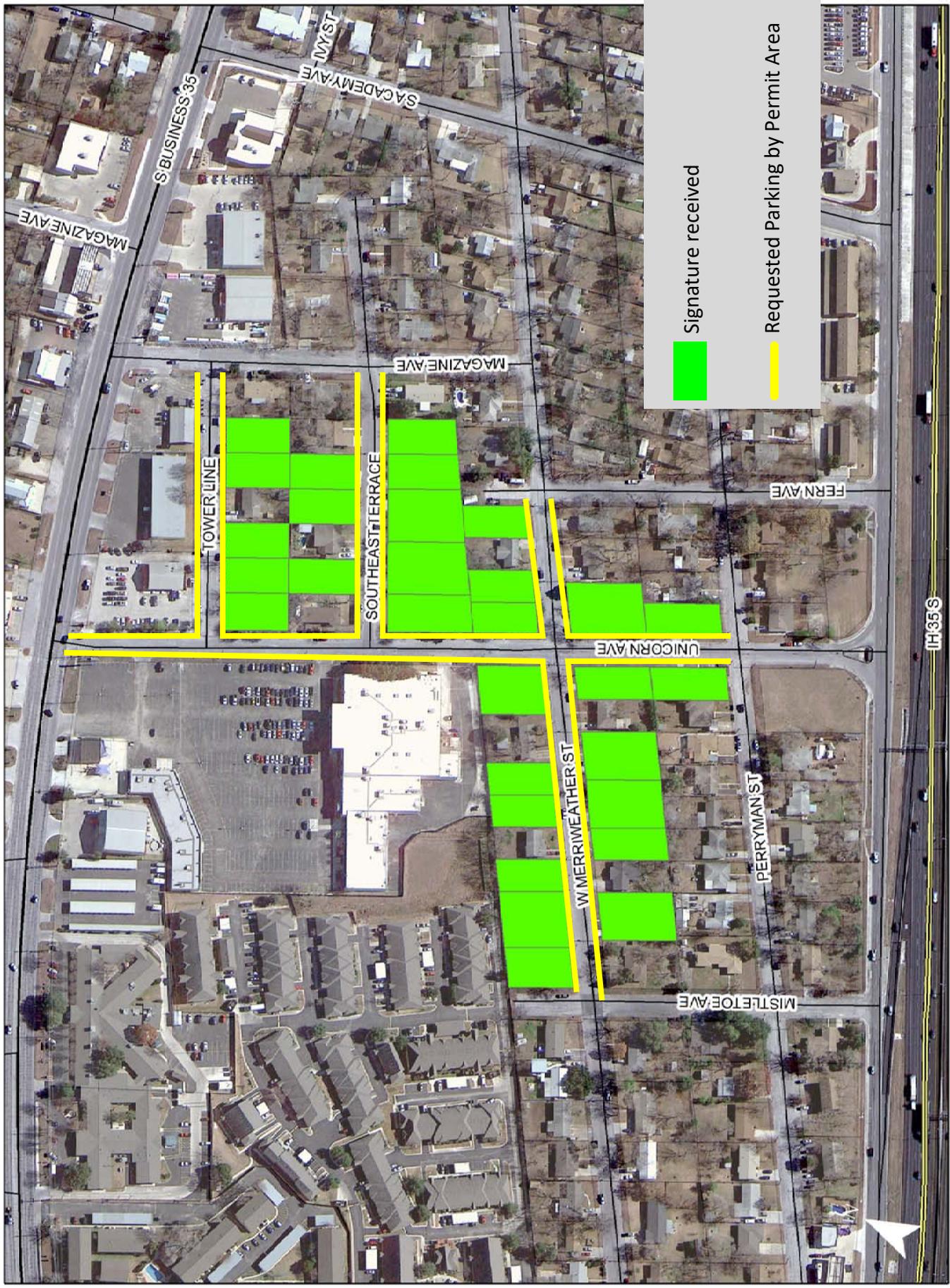
Traffic control signs cost approximately \$150 each. Sufficient funding is available in the FY18-19 approved Public Works budget.

COMMITTEE RECOMMENDATION:

The Transportation and Traffic Advisory Board approved the recommendation to City Council to amend Section 126-354 of the City of New Braunfels Code of Ordinances to create a new Parking by Permit Area O with parking restrictions daily, between the hours of 7:00 a.m. to 7:00 p.m. by a vote of six in favor and one opposed at their meeting on January 10, 2019.

STAFF RECOMMENDATION:

Staff recommends approval of the creation of a new parking by permit area on the 600-700 blocks of West Merriweather Street, the 600 block of Southeast Terrace, Tower Line, and the 1000-1300 blocks of Unicorn Avenue because the signed petition and the description of this area meet the requirements listed in the Code of Ordinances.



Signature received

Requested Parking by Permit Area

Requested new Parking by Permit Area O

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING SECTION 126-354 (c) TO CREATE PARKING BY PERMIT AREA O.

WHEREAS, the City Council has determined that Section 126-354 (c) Parking by Permit Only, Designated Permit Areas be amended in order to protect the health, safety and welfare of the citizens.

WHEREAS, after engineering and field investigation, the Transportation and Traffic Advisory Committee and the City Engineer have 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 Section 126-354 (c) is hereby amended to read:

- (16) Area O, daily between the hours of 6:00 a.m. and 6:00 p.m., year-round.
- a. On both sides of the 600-700 blocks of West Merriweather Street.
 - b. On both sides of the 600 block of Southeast Terrace.
 - c. On both sides of Tower Line.
 - d. On both sides of the 1000-1300 blocks of Unicorn Avenue.

II.

THAT the Public Works Department is directed to obtain and install the traffic control signs in the locations as set forth in this ordinance, and is directed to maintain the signs in a manner that provides for the health, welfare and safety of the citizens of New Braunfels.

III.

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.

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 _____ day of _____, 2019.

PASSED AND APPROVED: Second reading this the _____ day of _____, 2019.

CITY OF NEW BRAUNFELS, TEXAS

BARRON CASTEEL, MAYOR

ATTEST:

PATRICK D. ATEN, CITY SECRETARY

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, CITY ATTORNEY



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

2/11/2019

Agenda Item No. A)

Deliberate the purchase, exchange, lease or value of real estate in accordance with Section 551.072 of the Texas Government Code

- Property for city facilities

2/11/2019

Agenda Item No. B)

Deliberate pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, and to deliberate the purchase of, exchange, lease or value of real property in accordance with Section 551.072, of the Texas Government Code, specifically:

- Landa Park Miniature Railroad

2/11/2019

Agenda Item No. C)

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:

- New Braunfels Housing Authority/New Braunfels Community Resources, Inc.

