



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



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

MONDAY, NOVEMBER 8, 2021 at 6:00 PM

Rusty Brockman, Mayor	Lawrence Spradley, Councilmember (District 4)
Shane Hines, Councilmember (District 1)	Jason E. Hurta, Councilmember (District 5)
Justin Meadows, Mayor Pro Tem (District 2)	James Blakey, 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

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

INVOCATION: COUNCILMEMBER SPRADLEY

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

PROCLAMATIONS:

- | | | |
|----|------------------------------------|--------------------------------|
| A) | Veteran's Day Proclamation | <u>21-1181</u> |
| B) | Children's Book and StoryWalk Week | <u>21-1210</u> |

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.

PRESENTATIONS:

- A) Presentation of Initial Assessment and approval of [21-1186](#)
continuing with the redistricting process
Alan Bojorquez/Rezzin Pullum, Redistricting Consultants

1. MINUTES

- A) Approval of the minutes for executive session October [21-1175](#)
25, 2021 and regular session October 25, 2021.

Caitlin Krobot, City Secretary

2. **CONSENT AGENDA**

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

Resolutions & Action Items

- A) Approval of proposed changes to the Bylaws of the [21-1169](#)
Workforce Housing Advisory Committee
Jeff Jewell, Economic and Community Development Director
- B) Approval of a resolution to approve the Guadalupe [21-1170](#)
Appraisal District (G.A.D.) facility parking lot expansion.
Gayle Wilkinson, Assistant City Secretary
- C) Approval of a resolution that will adopt the criteria for use [21-1173](#)
in the City's 2021 redistricting process.
Alan Bojorquez/Rezzin Pullim, Redistricting Consultants
- D) Approval of a resolution that will adopt guidelines for the [21-1172](#)
2021 redistricting proposals submitted by outside
interested parties.
Alan Bojorquez/Rezzin Pullim, Redistricting Consultants
- E) Approval of a purchase with Deere & Company for [21-1174](#)
needed equipment to be utilized by the Airport and to
declare the existing equipment as surplus.
Dr. Robert Lee, Airport Director
- F) Approval of and authorization for the City Manager to [21-1152](#)
execute lease agreements between the City of New
Braunfels and New Braunfels Waterpark, LLC for
properties adjacent to the City Tube Chute and Elizabeth
Ave.
Matthew Eckmann, Facilities and Real Estate Manager
- G) Approval of a purchase with Sterling McCall Ford for two [21-1180](#)
ambulance chassis and box remounts for the New
Braunfels Fire Department and to declare the replaced
equipment as surplus.
Matthew Bushnell, Assistant Fire Chief
- H) Approval of a resolution consenting to the issuance of [21-1188](#)

Unlimited Tax Road Bonds for an amount not to exceed \$7,000,000 by Comal County Water Improvement District No. 1A, a water improvement district located within the Extraterritorial Jurisdiction of the City

Jeff Jewell, Director of Economic and Community Development

Ordinances

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

- I) Approval of the first reading of an ordinance amending [21-1208](#) the number of positions in the classification for Sergeant and Detective in the New Braunfels Police Department.
Becca Mears, Human Resources Director
- J) Approval of the second and final reading of an ordinance [21-1096](#) regarding the proposed rezoning of approximately 5.35 acres out of the A. M. Esnaurizar Survey, addressed at 850 State Highway 46 South, from "M-1 AH" Light Industrial District - Airport Hazard Overlay to "ZH-A AH" Zero Lot Line Home District - Airport Hazard Overlay.
Christopher J. Looney, AICP; Planning and Development Services Director
- K) Approval of the second and final reading of an ordinance [21-1159](#) regarding a proposed zone change to apply a Special Use Permit to allow multifamily residential use in the "APD" Agricultural/Pre-Development District, on approximately 18 acres out of the John Thompson Survey No. 21, Abstract No. 608, Comal County, Texas, addressed at 441 Ron Road.
Christopher J. Looney, AICP, Planning & Development Services Director
- L) Approval of the second and final reading of an ordinance [21-1160](#) regarding a proposed rezoning from "M-1" Light Industrial District and "APD" Agricultural/Pre-Development District to "C-1B" General Business District with a Special Use Permit to allow the expansion of an existing zoo on approximately 19.2 acres, consisting of Lots 2, 3, 4, 5 and 6, Collins Estates, Unit 2, addressed at 5562, 5640 and 5686 IH 35 S and 203 and 223 Rusch Ln.
Christopher J. Looney, AICP, Planning & Development Services Director

3. INDIVIDUAL ITEMS FOR CONSIDERATION

- A) Approval of a resolution to cast 484 votes toward the [21-1165](#) election of a member of the Comal Appraisal District Board of Directors.

Gayle Wilkinson, Assistant City Secretary

- B) Approval of a resolution to cast 132 votes toward the [21-1167](#) election of a member of the Guadalupe Appraisal District Board of Directors.

Gayle Wilkinson, Assistant City Secretary

- C) Public hearing, discussion and consideration of the [21-1177](#) second and final reading on an ordinance of The City of New Braunfels approving a service and assessment plan for the Solms Landing Public Improvement District; making a finding of special benefit to the property in the District; levying a special assessment against property within Improvement Area #1 of the District; establishing a lien on such property; approving an assessment roll for the District; providing for payment of the special assessment in accordance with Chapter 372, Texas Local Government Code; providing for the method of assessment and the payment of the special assessment; providing for penalties and interest on delinquent assessments; providing for a severability clause; providing an effective date; and providing for other related matters

Jared Werner, Chief Financial Officer

- D) Discuss and Consider approval of an Ordinance [21-1178](#) Authorizing The Issuance Of The "City Of New Braunfels, Texas Special Assessment Revenue Bonds, Series 2021 (Solms Landing Public Improvement District Improvement Area #1 Project)"; Approving And Authorizing An Indenture Of Trust, A Bond Purchase Agreement, An Offering Memorandum, A Continuing Disclosure Agreement, A Landowner Agreement And Other Agreements And Documents In Connection Therewith; Making Findings With Respect To The Issuance Of Such Bonds; And Providing An Effective Date

Jared Werner, Chief Financial Officer

- E) Public hearing regarding the Program Year 2020 [21-1187](#)
Consolidated Annual Performance and Evaluation
Report (CAPER) for the U.S. Department of Housing and
Urban Development Community Development Block
Grant (CDBG) and CDBG-CV Grant programs.

Jennifer Gates, Grants Coordinator

4. 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 appointment, evaluation, duties, discipline, [21-1198](#)
or removal of the Municipal Court Judge in accordance
with Section 551.074 of the Texas Government Code.
- B) Deliberate the purchase, exchange, lease or value of [21-1151](#)
real estate in accordance with Section 551.072 of the
Texas Government Code, specifically
- Surplus City Property
- C) Deliberate pending/contemplated litigation, settlement [21-1171](#)
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:
- River floodway regulation and enforcement
- D) Deliberate issues regarding economic development [21-1190](#)
negotiations in accordance with section 551.087 of the
Texas Government Code.

Project Barro
Project Salero

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

ADJOURNMENT

CERTIFICATION

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

Caitlin Krobot, 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 Council Agenda Item Report

550 Landa Street
New Braunfels, TX

11/8/2021

Agenda Item No. A)

City of New Braunfels



Proclamation

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

WHEREAS, Veteran's Day has its origins to honor "the 11th hour of the 11th day of the 11th month," when on November 11, 1918 the armistice that ended World War I was signed; and

WHEREAS, congress passed a resolution in 1926 for an annual observance of "Armistice Day," and the elected representatives of the United States' 75th congressional session designated November 11 a national holiday in 1938, which later became known as "Veterans Day" in 1954; and

WHEREAS, the courage, honor, sacrifice, and dedication which veterans of the United States Armed Forces have displayed in the cause of justice, freedom, and democracy are most worthy of recognition; and

WHEREAS, Veterans Day has become a significant part of our American heritage as we recognize the millions of our citizens whose military service has had a profound effect on history; and

WHEREAS, our country is indebted and the citizens of New Braunfels, Texas are grateful for the sacrifices made by our United States veterans and their families, without whom the freedom many of us enjoy would not be possible.

NOW, THEREFORE I, RUSTY BROCKMAN, by virtue of the authority vested in me as Mayor of the City of New Braunfels, Texas, do hereby proclaim November 11, 2021 as

Veteran's Day

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the November 8, 2021

CITY OF NEW BRAUNFELS

RUSTY BROCKMAN, Mayor



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

11/8/2021

Agenda Item No. B)



Proclamation

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

WHEREAS, the celebration of children’s literature, authors, and illustrators known as Children’s Book Week is the longest running national literacy initiative in the country and is celebrated the second week of November; and

WHEREAS, the Association of Bookmobile and Outreach Services and Let’s Move in Libraries celebrate StoryWalk programs across the nation during StoryWalk Week, this year on November 15-19. StoryWalks are pages of a children’s book posted along a walking path or trail and combine reading, exercise, and movement, and being outdoors; and

WHEREAS, The StoryWalk Project was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Kellogg-Hubbard Library; and

WHEREAS, The New Braunfels Public Library and the New Braunfels Parks and Recreation Department have partnered to provide a permanently installed StoryWalk in Morningside Park, with funding provided by the Library and Parks Foundations and the Friends of the New Braunfels Public Library.

NOW, THEREFORE I, RUSTY BROCKMAN, by virtue of the authority vested in me as Mayor of the City of New Braunfels, Texas, do hereby proclaim the November 15th – 19th as

Children’s Book and StoryWalk Week

I urge everyone to visit the new StoryWalk at Morningside Park and discover the joy of reading and walking in Morningside Park.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the November 8, 2021.

CITY OF NEW BRAUNFELS

RUSTY BROCKMAN, Mayor

11/8/2021

Agenda Item No. A)

PRESENTER:

Alan Bojorquez/Rezzin Pullum, Redistricting Consultants

SUBJECT:

Presentation of Initial Assessment and approval of continuing with the redistricting process

DEPARTMENT: City Attorney's Office**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

Redistricting (also known as *Reapportionment*) is typically prompted by the need to satisfy the legal maxim of, "one person-one vote," which is a requirement stemming from the United States Constitution. It requires that members of an elected body who are elected from single-member districts have districts that are of substantially equal population. This rule applies to legislative bodies such as city councils. Exact equality of population is not required, but a "total maximum deviation" of no more than 10 % in *total population* between the most heavily populated and the least populated councilmember districts should be achieved based on the most recent census.

The population and demographics of all of your districts are presented in the Initial Assessment Population Tables (*Attachment A to the Report*). Below is a summary of the total population data as applied to your districts as of April 1, 2020.

Total Population in 2020:	90,370 persons
Total Population in 2010:	57,740 persons Increase in Total
Population:	56.5 %
Ideal Sized District:	15,062 persons
Calculation of Ideal District:	Total Population of 90,370 / 6 [Districts] = 15,062
Largest District:	2 [39.67 % <i>above</i> Ideal District]
Smallest District:	6 [34.79 % <i>below</i> Ideal District]
Total Maximum Deviation:	74.46%
Calculation of Ideal District:	39.67 + 34.79 = 74.46%

This Total Maximum Deviation exceeds the standard allowable amount of 10 % (the amount that has been recognized by the courts as permissible). Accordingly, the City of New Braunfels should modify the boundaries of its districts to bring them within the 10 % range permitted by law.

Assuming City Council agrees to continue with the redistricting process and adopts the two related resolutions on this agenda, then the Redistricting Committee will be holding a map drawing session the week of November 15th during which the consultant's demographer will demonstrate the software used to redraw the map. Then the committee will meet the first week of December for the Presentation of Draft Redistricting Maps, and the week of December 15th for the Final Maps and vote by the Redistricting Committee.

City Council will tentatively have its public hearing on the proposed redistricting map on December 27th. City Council may also adopt the map that same date. The latest day to adopt the final map is January 10.

ISSUE:

Based on the Initial Assessment report, the redistricting consultants have concluded that the current city councilmember districts are sufficiently out of population balance to warrant proceeding with the redistricting process.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Based on the data, the consultants recommend that the City proceed with the redistricting process.

October 28, 2021

Valeria Acevedo
City Attorney
City of New Braunfels
550 Landa Street
New Braunfels, TX 78130

REDISTRICTING: Initial Assessment

Ms. Acevedo:

This is the Initial Assessment report for the City of New Braunfels. In it, we present our analysis of the results of the recently released 2020 Census data as applied to the current configuration of your city councilmember districts. As explained below, we have concluded that the city councilmember districts are sufficiently out of population balance to warrant proceeding with the Redistricting process.

Legal Priorities

As we have noted during the training sessions that preceded this report, there are five basic sources of law that govern the Redistricting process:

1. your home rule charter;
2. the “one person-one vote” (equal population) constitutional principle derived from *Baker v. Carr*, and *Reynolds v. Sims*;
3. the non-discrimination standard of Section 2 of the U.S. Voting Rights Act;
4. the line of cases following the U.S. Supreme Court case of *Shaw v. Reno* (imposing limitations on the use of race as one factor among many utilized in redistricting); and
5. Texas law related to elections.

They are discussed in *Attachment C* to this report, which is provided for your convenience as a reference. As you may recall, Section 5 of the U.S. Voting Rights Act (requiring preclearance and applying a “retrogression” standard to minority group populations in specific districts) no longer applies following the U.S. Supreme Court case of *Shelby County v. Holder*.

Why You Should Redistrict

Redistricting (also known as *Reapportionment*) is typically prompted by the need to satisfy the legal maxim of, “one person-one vote,” which is a requirement stemming from the United States

Constitution. It requires that members of an elected body who are elected from single-member districts have districts that are of substantially equal population. This rule applies to legislative bodies such as city councils. Exact equality of population is not required, but a “total maximum deviation” of no more than 10 % in *total population* between the most heavily populated and the least populated councilmember districts should be achieved based on the most recent census.

The population and demographics of all of your districts are presented in the Initial Assessment Population Tables (***Attachment A***). Below is a summary of the total population data as applied to your districts as of April 1, 2020.

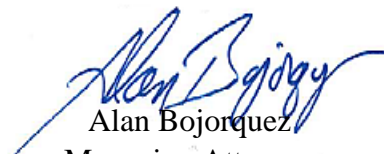
Total Population in 2020:	90,370 persons
Total Population in 2010:	57,740 persons
Increase in Total Population:	56.5 %
Ideal Sized District:	15,062 persons
Calculation of Ideal District:	Total Population of 90,370 / 6 [Districts] = 15,062
Largest District:	2 [39.67 % <i>above</i> Ideal District]
Smallest District:	6 [34.79 % <i>below</i> Ideal District]
Total Maximum Deviation:	74.46%
Calculation of Ideal District:	39.67 + 34.79 = 74.46%

This Total Maximum Deviation exceeds the standard allowable amount of 10 % (the amount that has been recognized by the courts as permissible). Accordingly, the City of New Braunfels should modify the boundaries of its districts to bring them within the 10 % range permitted by law.

The data in the Initial Assessment Population Tables in ***Attachment A***, as well as the data in the maps in ***Attachment B***, which show the geographic distribution of the primary minority groups, will also be important in assessing the potential for Voting Rights Act Section 2 liability. (See ***Attachment C*** for a discussion of Section 2.)

At this point, it is our recommendation that you proceed with the Redistricting process. If at any time you have questions concerning any aspect of that process, please feel free to call one of us. We will be happy to talk with you.

Sincerely,


Alan Bojorquez
Managing Attorney

cc: Jessica Grosek, Redistricting Coordinator
Rezzin Pullum, Associate Attorney

ATTACHMENT A
INITIAL ASSESSMENT POPULATION TABLES

City of New Braunfels, Texas - Initial Assessment

DISTRICT	Total Population Tabulation				Demographics as a Percent of Total Population																
	All Persons	Target	Dev.	Difference	White		Black	%	Hispanic	%	Amer Indian	%	Asian	%	Hawaiian	%	Other Race	%	Two or More Races	%	
1	15,023	15,062	-0.26%	-39	6,426	42.77%	543	3.61%	7,304	48.62%	35	0.23%	183	1.22%	15	0.10%	49	0.33%	468	3.12%	
2	21,036	15,062	39.67%	5,974	12,139	57.71%	605	2.88%	6,953	33.05%	61	0.29%	339	1.61%	64	0.30%	114	0.54%	761	3.62%	
3	13,340	15,062	-11.43%	-1,722	9,903	74.24%	264	1.98%	2,439	18.28%	40	0.30%	186	1.39%	9	0.07%	47	0.35%	452	3.39%	
4	16,988	15,062	12.79%	1,926	11,115	65.43%	412	2.43%	4,542	26.74%	27	0.16%	227	1.34%	28	0.16%	49	0.29%	588	3.46%	
5	14,162	15,062	-5.97%	-900	6,622	46.76%	349	2.46%	6,422	45.35%	34	0.24%	245	1.73%	14	0.10%	34	0.24%	442	3.12%	
6	9,821	15,062	-34.79%	-5,241	5,577	56.79%	197	2.01%	3,594	36.60%	36	0.37%	81	0.82%	1	0.01%	41	0.42%	294	2.99%	
Total	90,370		74.46%		51,782	57.30%	2,370	2.62%	31,254	34.58%	233	0.26%	1,261	1.40%	131	0.14%	334	0.37%	3,005	3.33%	

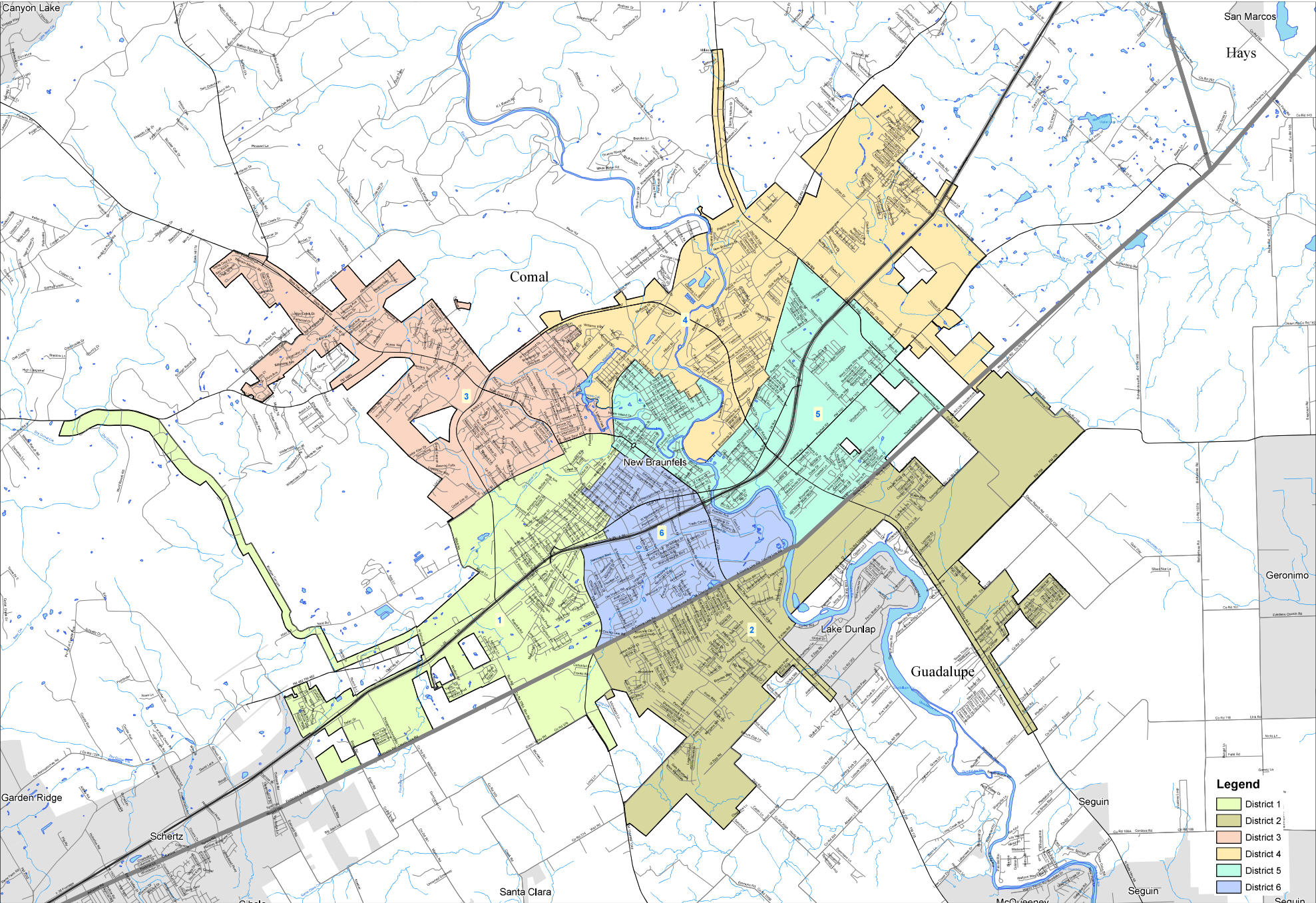
Source:
2020 US CENSUS (PL 94-171)
CITY OF NEW BRAUNFELS

Voting Age Population

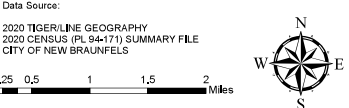
DISTRICT	Total Population Tabulation				Demographics as a Percent of Total Population																		
	All Persons				White	%	Black	%	Hispanic	%	Amer Indian	%	Asian	%	Hawaiian	%	Other Race	%	Two or More Races	%			
1	10,815				4,915	45.45%	421	3.89%	4,952	45.79%	29	0.27%	143	1.32%	15	0.14%	42	0.39%	298	2.76%			
2	14,782				9,034	61.11%	442	2.99%	4,456	30.14%	48	0.32%	257	1.74%	41	0.28%	66	0.45%	438	2.96%			
3	10,496				8,059	76.78%	217	2.07%	1,674	15.95%	39	0.37%	154	1.47%	9	0.09%	31	0.30%	313	2.98%			
4	13,643				9,388	68.81%	332	2.43%	3,252	23.84%	17	0.12%	179	1.31%	24	0.18%	37	0.27%	414	3.03%			
5	10,736				5,388	50.19%	280	2.61%	4,503	41.94%	29	0.27%	187	1.74%	10	0.09%	22	0.20%	317	2.95%			
6	7,674				4,669	60.84%	161	2.10%	2,514	32.76%	25	0.33%	66	0.86%	0	0.00%	18	0.23%	221	2.88%			
Total	68,146				41,453	60.83%	1,853	2.72%	21,351	31.33%	187	0.27%	986	1.45%	99	0.15%	216	0.32%	2,001	2.94%			

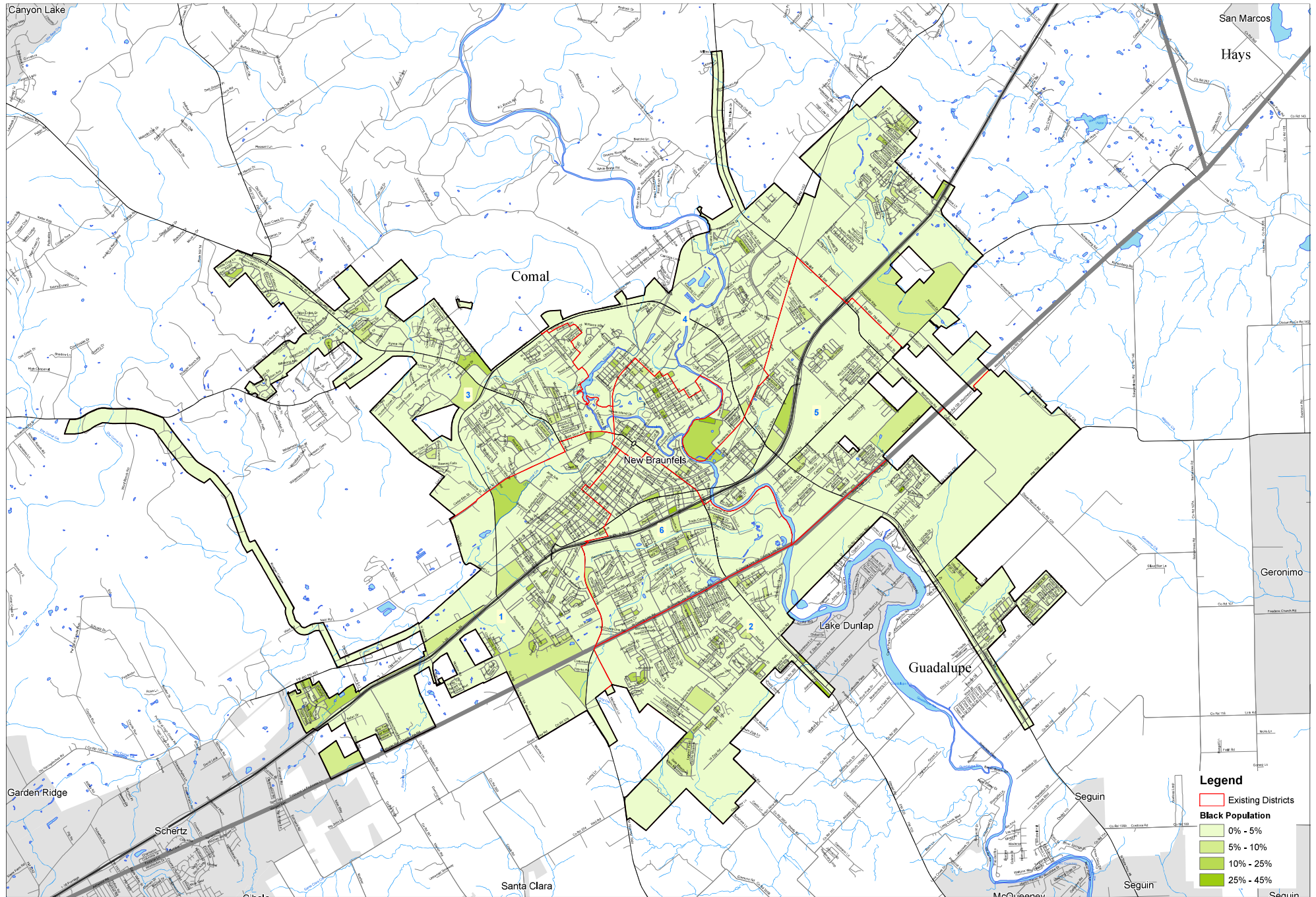
Source:
2020 US CENSUS (PL 94-171)
2020 TIGER/Line Shapefiles

ATTACHMENT B
MAPS



City of New Braunfels, Texas
Initial Assessment





Legend

Existing Districts

Black Population

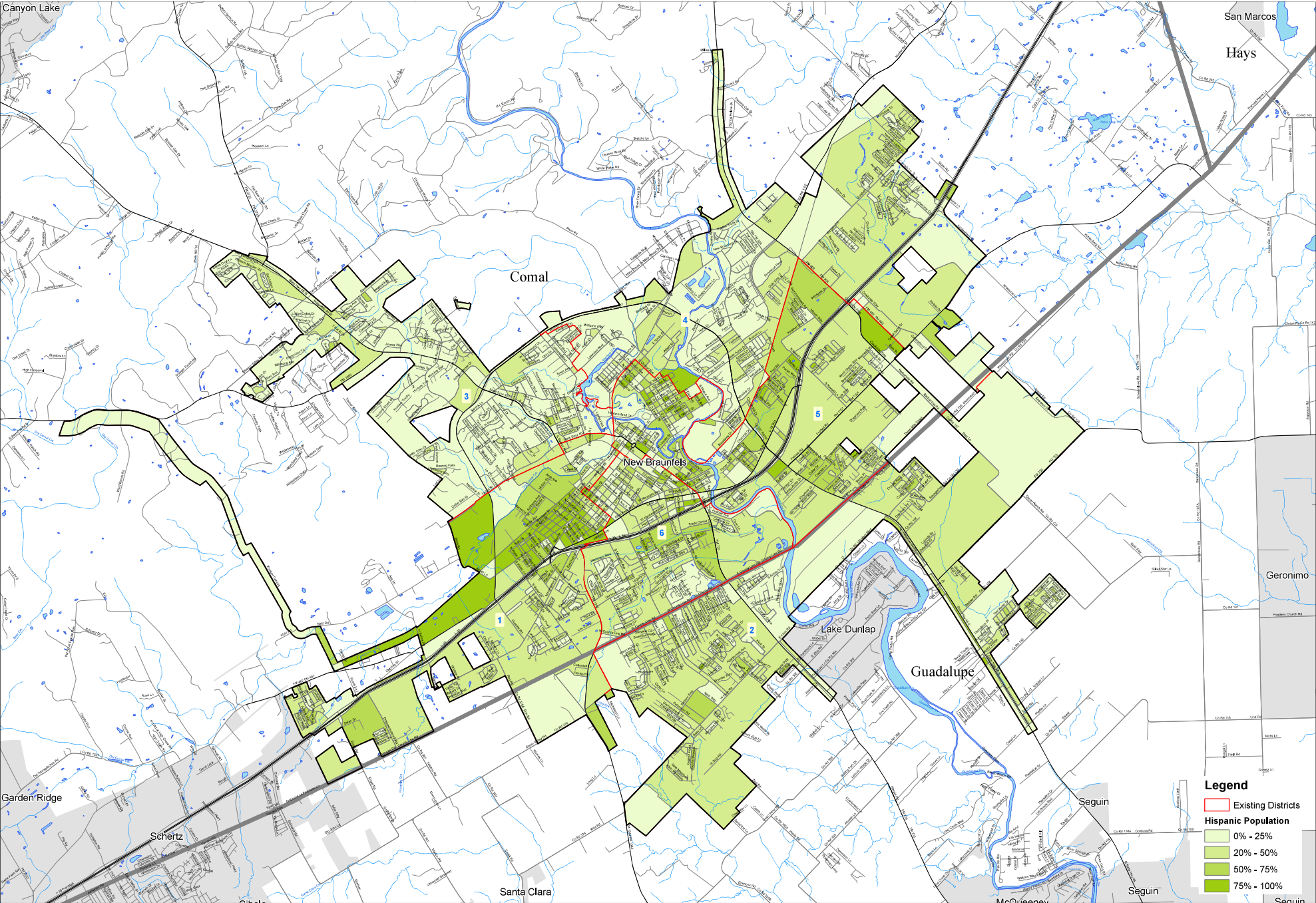
- 0% - 5%
- 5% - 10%
- 10% - 25%
- 25% - 45%

DISTRICT	Total Population Tabulation				Demographics as a Percent of Total Population															
	All Persons	Target	Dev.	Difference	White	Black	%	Hispanic	%	Amer Indian	%	Asian	%	Hawaiian	%	Other Race	%	Two or More Races	%	
1	15,020	15,062	-0.28%	-42	6,426	42.78%	543	3.62%	7,304	48.63%	95	0.23%	183	1.22%	15	0.10%	49	0.33%	468	3.12%
2	21,034	15,062	39.65%	5,972	12,139	57.71%	605	2.88%	6,953	33.06%	61	0.29%	339	1.61%	64	0.30%	114	0.54%	761	3.62%
3	13,339	15,062	-11.44%	-1,723	9,903	74.24%	264	1.98%	2,439	18.28%	40	0.30%	189	1.39%	9	0.07%	47	0.35%	452	3.39%
4	16,669	15,062	10.69%	1,603	11,115	65.40%	412	2.42%	4,542	26.73%	27	0.16%	277	1.34%	28	0.16%	49	0.29%	598	3.40%
5	14,161	15,062	-5.98%	-901	6,622	46.79%	345	2.46%	6,432	45.35%	34	0.24%	245	1.73%	14	0.10%	34	0.24%	443	3.12%
6	9,821	15,062	-34.79%	-5,241	5,577	56.79%	197	2.01%	3,594	36.60%	36	0.37%	81	0.82%	1	0.01%	41	0.42%	294	2.99%
total	90,370				61,782	67.30%	2,370	2.62%	31,264	34.58%	233	0.26%	1,261	1.40%	131	0.14%	334	0.37%	3,005	3.33%

City of New Braunfels, Texas Initial Assessment Black Population

Data Source:
2020 TIGER/LINE GEOGRAPHY
2020 CENSUS (PL 94-171) SUMMARY FILE
CITY OF NEW BRAUNFELS

0 0.25 0.5 1 1.5 2 Miles



DISTRICT	Total Population Tabulation				Demographics as a Percent of Total Population															
	All Persons	Target	Dev.	Difference	White	Black	%	Hispanic	%	Amer Indian	%	Asian	%	Hawaiian	%	Other Race	%	Two or More Races	%	
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2	21,034	15,062	39.65%	5,972	12,139	57.71%	605	2.88%	6,953	33.06%	61	0.29%	339	1.61%	64	0.30%	114	0.54%	761	3.62%
3	13,339	15,062	-11.44%	-1,723	9,903	74.24%	294	1.98%	2,439	18.28%	40	0.30%	199	1.39%	9	0.07%	47	0.35%	452	3.39%
4	16,669	15,062	12.84%	1,933	11,115	65.47%	412	2.42%	4,543	26.73%	27	0.16%	277	1.34%	28	0.16%	49	0.29%	598	3.46%
5	14,161	15,062	-5.98%	-901	6,622	46.76%	345	2.46%	6,432	45.35%	34	0.24%	245	1.73%	14	0.10%	34	0.24%	440	3.12%
6	9,821	15,062	-34.79%	-5,241	5,577	56.79%	197	2.01%	3,594	36.60%	36	0.37%	81	0.82%	1	0.01%	41	0.42%	294	2.96%
total	90,370				61,782	67.30%	2,370	2.62%	31,264	34.58%	233	0.26%	1,261	1.40%	131	0.14%	334	0.37%	3,005	3.33%

City of New Braunfels, Texas
Initial Assessment
Hispanic Population

2020 TIGER/LINE GEOGRAPHY
2020 CENSUS (PL 94-171) SUMMARY FILE
CITY OF NEW BRAUNFELS

0 0.25 0.5 1 1.5 2 Miles

Legend

Existing Districts

Hispanic Population

0% - 25%

20% - 50%

50% - 75%

75% - 100%

9-24-21

N

W

E

S

ATTACHMENT C

LEGAL PRINCIPLES

LEGAL PRINCIPLES GOVERNING THE REDISTRICTING PROCESS

There are basic legal principles that govern the redistricting process: (1) your home rule charter; (2) the “one person-one vote” (equal population) principle; (3) the non-discrimination standard of Section 2 of the Voting Rights Act; (4) the *Shaw v. Reno* limitations on the use of race as a factor in redistricting; and (5) Texas law related to elections.

The terminology of redistricting is very specialized and includes terms that may not be familiar, so we have included as **Attachment D** to this Initial Assessment letter a brief glossary of many of the commonly used redistricting terms.

The “One Person – One Vote” Requirement: Why You Should Redistrict

The “one person-one vote” requirement of the United States Constitution requires that members of an elected body be drawn from districts of substantially equal population. The requirement is derived from the Supreme Court cases of *Baker v. Carr* and *Reynolds v. Sims*. This requirement applies to the *single-member districts* of “legislative” bodies such as commissioners’ courts and other entities with single-member districts such as school boards or city councils.

Exact equality of population is not required for local political subdivisions. However, they should strive to create districts that have a total population deviation of no more than 10 percent between their most populated district and the least populated district. This 10 percent deviation is usually referred to as the “total maximum deviation.” It is measured against the “ideal” or target population for the governmental entity based on the most recent census.

A governing body is therefore required to determine whether the populations of its single-member districts (including city councils) are within this 10 percent balance based on 2020 Census population data. If the population deviation among the districts *exceeds* the permissible 10 percent total maximum deviation, the entity **must** redistrict, that is, redraw the boundaries of the individual districts so that the total populations of all the new districts are within the permissible 10 percent limit. A hypothetical example of how deviation is calculated is given in **Attachment E**.

The Census Bureau’s official census data should be used unless the governmental entity can show that better data exists. The court cases that have dealt with this question have made it clear that the showing required to justify use of data other than census data is a very high one, impossibly high at a time so close to the release of new census data. As a practical matter, therefore, we recommend that entities use the 2020 Census data in their redistricting processes. We have based the Initial Assessment on PL 94-171 total population data; the relevant data are summarized in **Attachment A**.

In the redistricting process, each governmental entity will use a broad spectrum of demographic and administrative information to accomplish the rebalancing of population required by the one person-one vote principle. The charts provided with this report not only show the total population of the entity but also give breakdowns of population by various racial and ethnic categories for the entity as a whole and also for each single-member district.

Census Geography

These single-member population data are themselves derived from population data based on smaller geographical units. The Census Bureau divides geography into much smaller units called “census blocks.” In urban areas, these correspond roughly to city blocks. In more rural areas, census blocks may be quite large. Census blocks are also aggregated into larger sets called “voting tabulation districts” or “VTDs” which often correspond to county election precincts.

For reasons concerning reducing the potential for *Shaw v. Reno*-type liability, discussed below, we recommend using VTDs as the redistricting building blocks where and to the extent feasible. In largely rural counties this may not be feasible.

Census Racial and Ethnic Categories

For the 2020 Census, the Census Bureau recognized 57 possible racial combinations and 2 ethnic categories and collected and reported data based on all of them. Many of these categories include very few persons, however, and will not therefore have a significant impact on the redistricting process. The charts that accompany this report include two ethnic categories (Hispanic or Latino and Not Hispanic or Latino) and five racial categories that were consolidated from the larger set (White, Black or African American, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander). In addition to the five race groups, the 2020 Census also states that respondents were offered the option of selecting “Some Other Race” or “One or More Races.” Based on extensive research and outreach over the past decade, the design of the 2020 Census race and ethnicity questions provides ways for all respondents to self-identify their detailed identities. All of the population of the entity is represented in these charts. These designated categories are the ones most likely to be important in the redistricting process.

The 2020 Census allowed individuals to choose a single race or any combination of races that might apply. Thus, there are potentially 57 different racial combinations that might occur. Additionally, the Census asks persons to designate whether they are or are not Hispanic and whether they are or are not Latino. When the Hispanic and Latino status response is overlaid on the different possible racial responses, there are 228 possible different combinations. The Census tabulates each one separately.

We will also consider data called “voting age population” (or “VAP”) data. It is similarly classified in racial and ethnic categories. This information is provided for the limited purpose of addressing some of the specific legal inquiries under the Voting Rights Act that are discussed

below. Voting age population is the Census Bureau’s count of persons who identified themselves as being eighteen years of age or older at the time the census was taken (*i.e.*, as of April 1, 2020).

In addition to this population and demographic data, the entity will have access to additional information that may bear on the redistricting process, such as county road miles, facility locations, registered voter information, incumbent residence addresses, etc.

Section 2 of the Voting Rights Act – No Discrimination Against Minority Groups

Section 2 of the Voting Rights Act forbids a voting standard, practice, or procedure from having the effect of reducing the opportunity of members of a covered minority to participate in the political process and to elect representatives of their choice. In practical terms, this non-discrimination provision prohibits districting practices that, among other things, result in “packing” minorities into a single district in an effort to limit their voting strength. Also, “cracking” minority populations into small groups in a number of districts, so that their overall voting strength is diminished, can be discrimination under Section 2. There is no magic number that designates the threshold of packing or cracking. Each plan must be judged on a case-by-case basis.

The Supreme Court has defined the minimum requirements for a minority plaintiff to bring a Section 2 lawsuit. There is a three-pronged legal test the minority plaintiff must satisfy: a showing that (1) the minority group’s voting age population is sufficiently large enough and geographically compact enough so that a district with a numerical majority of the minority group can be drawn (a “majority minority district”); (2) the minority group is politically cohesive, that is, it usually votes and acts politically in concert on major issues; and (3) there is “polarized voting” such that the Anglo majority usually votes to defeat candidates of the minority group’s preference. *Thornburg v. Gingles*, 478 U.S. 30 (1986). In the federal appellate Fifth Circuit, which includes Texas, the minority population to be considered is *citizen* voting age population. In certain cases, a minority group may assert that Section 2 requires that the governmental body strike down at-large voting systems or draw a new majority minority district where each citizen has a chance to elect a representative of its choosing. The governing body must be sensitive to these Section 2 standards as it redistricts.

In considering changes to existing boundaries, a governmental entity must be aware of the location of protected minority populations within its single-member districts for the purpose of ensuring that changes are not made that may be asserted to have resulted in “packing,” or “cracking” the minority population for purposes or having effects that are unlawful under Section 2.

***Shaw v. Reno* Standards – Avoid Using Race as the Predominant Redistricting Factor**

In 1991, local government redistricting had to satisfy both the Section 5 non-retrogression standard and the Section 2 non-discrimination standard, but the *Shaw v. Reno* standard had not yet come into play. In this current round of redistricting, local governments have a harder task than they did in 1991. The *Shaw* standard applies now as well as the Section 2 and Section 5 standards. While satisfying Section 2 and Section 5 standards require a local government to explicitly consider race to comply with these standards, *Shaw* places strict limits on the manner and degree in which race may be a factor. In effect, therefore, local governments must walk a legal tightrope, where the competing legal standards must all be met.

In the *Shaw v. Reno* line of cases that began in 1993, the Supreme Court applied the Equal Protection Clause of the Fourteenth Amendment of the U.S. Constitution to redistricting plans. Where racial considerations predominate in the redistricting process to the subordination of traditional (non-race-based) factors, the use of race-based factors is subject to the “strict scrutiny” test. To pass this test requires that there be a showing that (1) the race-based factors were used in furtherance of a “compelling state interest” and (2) their application be “narrowly tailored,” that is, they must be used only to the minimum extent necessary to accomplish the compelling state interest.

A majority of the United States Supreme Court has indicated that compliance with Section 2 of the Voting Rights Act is a “compelling state interest.” While the Court has not expressly addressed the question in any case to date, it is reasonable to assume that it would find that satisfying Section 5 of the Voting Rights Act would also be a compelling state interest for strict scrutiny purposes so long as the efforts to comply with Section 5 are consistent with the Court’s narrow, retrogression-based interpretation of Section 5.

Thus, the following principles emerge in the post-*Shaw* environment to guide the redistricting process:

- race may be considered;
- but race may not be the predominant factor in the redistricting process to the subordination of traditional redistricting principles;
- bizarrely shaped districts are not unconstitutional per se, but the bizarre shape may be evidence that race was the predominant consideration in the redistricting process;
- if race is the predominant consideration, the plan may still be constitutional if it is “narrowly tailored” to address compelling governmental interest such as compliance with the Voting Rights Act; and

--if a plan is narrowly tailored, it will use race no more than is necessary to address the compelling governmental interest.

The better course, if possible under the circumstances, is that racial considerations not predominate to the subordination of traditional redistricting criteria, so that the difficult strict scrutiny test is avoided.

Adherence to the *Shaw v. Reno* standards will be an important consideration during the redistricting process. One way to minimize the potential for *Shaw v. Reno* liability is to adopt redistricting criteria that include traditional redistricting principles and that do not elevate race-based factors to predominance.

Adoption of Redistricting Criteria

Adoption of appropriate redistricting criteria – and adherence to them during the redistricting process – is potentially critical to the ultimate defensibility of an adopted redistricting plan. Traditional redistricting criteria that the governing body might wish to consider adopting include, for example:

- use of identifiable boundaries;
- using whole voting precincts, where possible and feasible; or, where not feasible, being sure that the plan lends itself to the creation of reasonable and efficient voting precincts;
- maintaining communities of interest (*e.g.*, traditional neighborhoods);
- basing the new plan on existing districts;
- adopting districts of approximately equal size;
- drawing districts that are compact and contiguous;
- keeping existing representatives in their districts; and
- narrow tailoring to comply with the Voting Rights Act.

There may be other criteria that are appropriate for an individual entity's situation, but all criteria adopted should be carefully considered and then be followed to the greatest degree possible. A copy of a sample criteria adoption resolution is provided as **Attachment F**. You may wish to include additional criteria or determine that one or more on that list are not appropriate. We will discuss with you appropriate criteria for your situation.

Requirements for Plans Submitted by the Public

You should also consider imposing the following requirements on any plans proposed by the public for your consideration: (1) Any plan submitted for consideration must be a complete plan, that is, it must be a plan that includes configurations for all single-member council districts and precincts and not just a selected one or several. This is important because, although it may be possible to draw a particular precinct in a particular way if it is considered only by itself, that configuration may have unacceptable consequences on other precincts and make it difficult or impossible for an overall plan to comply with the applicable legal standards; (2) Any plan submitted for consideration must follow the adopted redistricting criteria.

ATTACHMENT D

GLOSSARY

GLOSSARY

Census blocks, census block groups, census VTDs, census tracts – Geographic areas of various sizes recommended by the states and used by the Census Bureau for the collection and presentation of data.

Citizen voting age population (CVAP) - Persons 18 and above who are citizens. This is a better measure of voting strength than VAP; however, the relevant citizenship data will not be available in time for this redistricting cycle.

Compactness - Having the minimum distance between all parts of a constituency.

Contiguity - All parts of a district being connected at some point with the rest of the district.

Cracking - The fragmentation of a minority group among different districts so that it is a majority in none.

Homogeneous district – A voting district with at least 90 percent population being of one minority group or of Anglo population.

Ideal population – The population that an ideal sized district would have for a given jurisdiction. Numerically, the ideal size is calculated by dividing the total population of the political subdivision by the number of seats in the legislative body.

Majority minority district – Term used by the courts for seats where an ethnic minority constitutes a numerical majority of the population.

One person, one vote – U.S. Constitutional standard articulated by the U.S. Supreme Court in the cases of *Baker v. Carr* and *Reynolds v. Sims* requiring that all legislative districts should be approximately equal in size.

Packing – A term used when one particular minority group is consolidated into one or a small number of districts, thus reducing its electoral influence in surrounding districts.

Partisan gerrymandering – The deliberate drawing of district boundaries to secure an advantage for one political party.

PL 94-171 – The Public Law that requires the Census Bureau to release population data for redistricting. The data must be released by April 1, 2021, is reported at the block level, and contains information on:

- Total population
- Voting age population
- By race

- By Hispanic origin

Racial gerrymandering – The deliberate drawing of district boundaries to secure an advantage for one race.

Section 2 of the Voting Rights Act – The part of the federal Voting Rights Act that protects racial and language minorities from discrimination in voting practices by a state or other political subdivision.

Shaw v. Reno – The first in a line of federal court cases in which the U.S. Supreme Court held that the use of race as a dominant factor in redistricting was subject to a “strict scrutiny” test under the Equal Protection Clause of the Fourteenth Amendment of the U.S. Constitution. This case and the line of Supreme Court cases that follow it establish that race should not be used as a predominant redistricting consideration, but if it is, it must be used only to further a “compelling state interest” recognized by the courts and even then must be used only as minimally necessary to give effect to that compelling state interest (“narrow tailoring”).

Spanish surnamed registered voters (SSRV) – The Texas Secretary of State publishes voter registration numbers that show the percentage of registered voters who have Spanish surnames. It is helpful to measure Hispanic potential voting strength, although it is not exact. It is available only at the county voting precinct level.

Total population – The total number of persons in a geographic area. Total population is generally the measure used to determine if districts are balanced for one person, one vote purposes.

Voting age population (VAP) – The number of persons aged 18 and above. DOJ requires this to be shown in Section 5 submissions. It is used to measure potential voting strength. For example, a district may have 50 percent Hispanic total population but only 45 percent Hispanic voting age population.

Voter tabulation district (VTD) – A voting precinct drawn using census geography. In most instances, especially in urban areas, VTDs and voting precincts will be the same. In rural areas, it is more likely they will not be identical.

ATTACHMENT E

HYPOTHETICAL POPULATION DEVIATION CALCULATION

Hypothetical Population Deviation Calculation

Consider a hypothetical political subdivision with four districts and a total population of 40,000. The “ideal district” for this political subdivision would have a population of 10,000 per district (total population / number of districts). This is the target population for each district. The deviation of each district is measured against this ideal size.

Suppose the latest population data reveals that the largest district, District A, has 11,000 inhabitants. The deviation of District A from the ideal is thus 1000 persons, or 10 percent. Suppose also that the smallest district, District D, has 8000 inhabitants; it is underpopulated by 2000 persons compared to the ideal size. It thus has a deviation of –20 percent compared to the ideal size. The *maximum total deviation* is thus 30 percent. Since this is greater than the 10 percent range typically allowed by the courts for one person-one vote purposes, this hypothetical subdivision must redistrict in order to bring its maximum total deviation to within the legally permissible limits.

The following table illustrates this analysis:

<u>District</u>	<u>Ideal district</u>	<u>District total pop.</u>	<u>Difference</u>	<u>Deviation</u>
A	10,000	11,000	1000	+ 10.0 percent
B	10,000	10,750	750	+ 7.5 percent
C	10,000	10,250	250	+ 2.5 percent
D	10,000	8,000	- 2000	- 20.0 percent
Totals:	40,000	40,000	net= 0	net= 0 percent

Total maximum deviation = difference between most populous and least populous districts
= 10 percent + 20 percent = 30 percent.

ATTACHMENT F

ILLUSTRATIVE REDISTRICTING CRITERIA RESOLUTION

ILLUSTRATIVE REDISTRICTING CRITERIA RESOLUTION

(Here is an example of what the body of a resolution or ordinance adopting redistricting criteria might contain, but not including the footnotes. They are only included here by way of explanation to you of some of the criteria.)

The governmental body will observe the following criteria, to the greatest extent possible, when drawing district boundaries:

1. Where possible, easily identifiable geographic boundaries should be followed.
2. Communities of interest should be maintained in a single district, where possible, and attempts should be made to avoid splitting neighborhoods.
3. To the extent possible, districts should be composed of whole voting precincts. Where this is not possible or practicable, districts should be drawn in a way that permits the creation of practical voting precincts and that ensures that adequate facilities for polling places exist in each voting precinct.
4. Although it is recognized that existing districts will have to be altered to reflect new population distribution, any districting plan should, to the extent possible, be based on existing districts.
5. Districts must be configured so that they are relatively equal in total population according to the 2020 federal census and current population estimates from other reliable sources. In no event should the total deviation between the largest and the smallest district exceed ten percent (10%). The City will attempt to achieve a deviation that is less than ten percent according to the best available data.
6. The districts should be compact and composed of contiguous territory. Compactness may contain a functional,¹ as well as a geographical dimension.
7. Proposed plans shall be assigned a name in accordance with the naming convention established by the City, followed by an alpha character and, if applicable, a numeric character. The term “Illustrative Map” shall be used to define all maps that are created for

¹ Functional compactness is a sometimes controversial notion that has appeared in some cases. Basically, the concept is that compactness is not simply a matter of geography but can include considerations such as (1) the availability of transportation and communication, (2) the existence of common social and economic interests, (3) the ability of the districts to relate to each other, and (4) the existence of shared interests. We do not anticipate that we will rely heavily on functional compactness, but there may be instances in which it comes into play. For example, we might be able to draw a very geographically compact district by including land on both sides of a river. If, however, the nearest bridge is several miles away, our geographically compact district may not be functionally compact. Saying that compactness has a functional dimension gives us flexibility to address this type of situation.

internal distribution only. The term “Draft Map” shall be used to define all maps that are shared and submitted to the public by the City.

8. Consideration may be given to the preservation of incumbent-constituency relations by recognition of the residence of incumbents and their history in representing certain areas.
9. The plan should be narrowly tailored to avoid retrogression² in the position of racial minorities and language minorities as defined in the Voting Rights Act with respect to their effective exercise of the electoral franchise.
10. The plan should not crack³ a geographically compact minority community or pack⁴ minority voters in the presence of polarized voting so as to create liability under Section 2 of the Voting Rights Act, 42 U.S.C. § 1973.

The governmental body will review all plans in light of these criteria and will evaluate how well each plan conforms to the criteria.

Any plan submitted to the governmental body by a citizen for its consideration should be a complete plan—*i.e.*, it should show the full number of single-member districts and should redistrict the entire political subdivision. The governmental body may decline to consider any plan that is not a complete plan.

All plans submitted by citizens, as well as plans submitted by staff, consultants, and members of the governmental body should conform to these criteria.

² Retrogression is the standard used by the Department of Justice and the courts to determine if a plan can be precleared under Section 5 of the Voting Rights Act. Although preclearance is no longer required, this redistricting plan will still adhere to the preclearance standard that avoids retrogression. Basically, a redistricting plan is retrogressive if “its net effect would be to reduce minority voters’ ‘effective exercise of the electoral franchise’ when compared to the benchmark plan.” 66 FED. REG. 5412, 5413 (Jan. 18, 2001) (Department of Justice, Guidance Concerning Redistricting and Retrogression Under Section 5 of the Voting Rights Act, 42 U.S.C. § 1973c; Notice), quoting *Beer v. United States*, 425 U.S. 130, 141 (1976). The benchmark against which retrogression is measured is the last legally enforceable redistricting plan—typically the plan that was drawn under the prior decade’s census and is now being replaced.

³ Cracking occurs when a geographically compact area of minority voters is split into two or more districts when, if the area had been put in a single district, minority voters would have had greater voting strength.

⁴ Packing refers to concentrating excessively large numbers of minority voters in a single district. For example, if a district is drawn to be 90 percent African American, that group’s influence may be limited to that single district when, if it had been split, the group might have had an opportunity to elect candidates of their choice in two districts.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

11/8/2021

Agenda Item No. A)

PRESENTER:

Caitlin Krobot, City Secretary

SUBJECT:

Approval of the minutes for executive session October 25, 2021 and regular session October 25, 2021.

DEPARTMENT: City Secretary

**MINUTES - DRAFT
OF THE NEW BRAUNFELS CITY COUNCIL - EXECUTIVE SESSION
REGULAR MEETING OF MONDAY, OCTOBER 25, 2021**

AGENDA

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

Mayor ProTem Justin Meadows arrived at 5:03 p.m.

Present 7 - Mayor Rusty Brockman, Councilmember Shane Hines, Mayor Pro Tem Justin Meadows, Councilmember Harry Bowers, Councilmember Lawrence Spradley, Councilmember Jason Hurta, and Councilmember James E. Blakey

1. EXECUTIVE SESSIONS

Mayor Brockman recessed into Executive Session at 5:01 p.m.

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 appointment, evaluation, duties, discipline, or removal of the Municipal Court Judge in accordance with Section 551.074 of the Texas Government Code.
- B) Deliberate issues regarding economic development negotiations in accordance with section 551.087 of the Texas Government Code.
 - Project Origin
 - Project Forward
 - Taskus

Mayor Brockman read the aforementioned items.

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).

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

Mayor Brockman reconvened into open session at 5:29 p.m.

No action taken.

ADJOURNMENT

Mayor Brockman adjourned at 5:29 p.m.

By: _____
RUSTY BROCKMAN, MAYOR

Attest:

CAITLIN KROBOT, CITY SECRETARY

**MINUTES - DRAFT
OF THE NEW BRAUNFELS CITY COUNCIL
REGULAR MEETING OF MONDAY, OCTOBER 25, 2021**

AGENDA

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

Present: 7 - Mayor Rusty Brockman, Councilmember Shane Hines, Mayor Pro Tem Justin Meadows, Councilmember Harry Bowers, Councilmember Lawrence Spradley, Councilmember Jason Hurta, and Councilmember James E. Blakey

INVOCATION: COUNCILMEMBER BOWERS

Councilmember Bowers provided the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

Mayor Brockman led the Pedge of Allegiance and the Salute to the Texas flag.

PROCLAMATIONS:

A) Domestic Violence Awareness Month
Mayor Brockman read the proclamation

B) Wurstfest Proclamation
Mayor Brockman read the proclamation

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.

The following individual spoke at this time: George Green

1. MINUTES

A) Consideration and approval of the minutes for the Special Session October 11, 2021, Executive Session October 11, 2021, the Regular City Council Session October 11, 2021, and the Special Session October 18, 2021.

Mayor Brockman read the aforementioned item.

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

2. CONSENT AGENDA

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

Resolutions & Action Items

- A) Approval of an amendment to the number of authorized positions within the General Fund - Public Works Department
- B) Approval of a resolution adopting the Investment Policy for the City of New Braunfels including the Broker/Dealer and Counterparties List.
- C) Approval of a contract modification with Capital Excavation to increase the project contingency in the amount of \$250,000 for completion of roadway and subsidiary items for the 2013 Bond Solms Rd, Morningside Dr, and Rueckle Rd Reconstruction Project.
- D) Approval of a contract with Knight Security Systems for the purchase of video surveillance equipment, video management services and access control equipment and services for Fire Station #3, and to authorize the City Manager to execute any change orders up to the contingency amount.
- E) Approval for the submission of an application for FY 2021 American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Notice of Funding Opportunity grant funding offered by the Economic Development Administration, U.S. Department of Commerce; and authorization for the City Manager to act on behalf of the City in matters as required by the grant.
- F) Approval of a request to relinquish plat review authority to Comal County for approximately 272 acres partially located within the Extraterritorial Jurisdiction (ETJ) of New Braunfels.
- G) Approval of a contract with SHI Government Solutions to purchase Sympro Investment Management Software and Sympro Debt Management Software and to purchase support, implementation, and

training of the software modules for the Finance Department.

- H) Approval of a resolution of the City Council of the City of New Braunfels, Texas, amending Article 5 of the Meet and Confer Agreement between the City and the New Braunfels Professional Fire Fighters Association, Local 3845 of the International Association of Fire Fighters, by extending the term for 120 days; providing for an effective date.
- I) Approval of budget amendments in the FY 2021 General Fund, Special Revenue Fund, Development Services Fund and the Equipment Replacement Fund.

Approval of the Consent Agenda

Mayor Brockman read the aforementioned Consent Agenda.

Councilmember Spradley moved to approve the Consent Agenda. Councilmember Hurta seconded the motion which passed unanimously.

3. INDIVIDUAL ITEMS FOR CONSIDERATION

- A) Discuss and consider approval of the first reading of an ordinance to install an all-way stop at the intersection of W. County Line Road and Chartwell Entry.

Mayor Brockman read the aforementioned item.

Greg Malatek presented the item.

The following individual spoke to this item: Linda Schmitt.

The item died for lack of motion.

- B) Public hearing and first reading of an ordinance regarding the proposed rezoning of approximately 5.35 acres out of the A. M. Esnaurizar Survey, addressed at 850 State Highway 46 South, from "M-1 AH" Light Industrial District - Airport Hazard Overlay to "ZH-A AH" Zero Lot Line Home District - Airport Hazard Overlay.

Mayor Brockman read the aforementioned item.

Jean Drew presented the item.

The following individual spoke to this item: Brittany Beisea.

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

- C) Public hearing and first reading of an ordinance regarding a proposed rezoning of approximately 6,600 square feet (0.15 acre) consisting of Lot 36, Block 1, Green Valley Estates Subdivision, addressed at 138 E. Green Valley, from “B-1” Conventional and Mobile Home District to “C-O” Commercial Office District.

Mayor Brockman read the aforementioned item.

Jean Drew presented the item.

The following individuals spoke to this item: Gilbert and Angie Morales.

Councilmember Blakey moved to approve the item. Motion died due to lack of a second.

Mayor Brockman took a break at 7:10 p.m.

Mayor Brockman reconvened at 7:18 p.m.

- D) Public hearing and first reading of an ordinance regarding a proposed rezoning from “M-1” Light Industrial District and “APD” Agricultural/Pre-Development District to “C-1B” General Business District with a Special Use Permit to allow the expansion of an existing zoo on approximately 19.2 acres, consisting of Lots 2, 3, 4, 5 and 6, Collins Estates, Unit 2, addressed at 5562, 5640 and 5686 IH 35 S and 203 and 223 Rusch Ln.

Mayor Brockman read the aforementioned item.

Chris Looney presented the item.

The following individual spoke to this item: Mark Stuart.

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

- E) Public hearing and first reading of an ordinance regarding a proposed zone change to apply a Special Use Permit to allow multifamily residential use in the “APD” Agricultural/Pre-Development District, on

approximately 18 acres out of the John Thompson Survey No. 21, Abstract No. 608, Comal County, Texas, addressed at 441 Ron Road.

Mayor Brockman read the aforementioned item.

Chris Looney presented the item.

The following individuals spoke to this item: Tammy and Carlos Caballero, and Jessica Harden.

Councilmember Spradley moved to approve the item with recommended approval of a masonry wall and staff recommendations. Councilmember Hines seconded the motion which passed unanimously.

- F) Public hearing, discussion and consideration of a first reading on an ordinance of The City of New Braunfels approving a service and assessment plan for the Solms Landing Public Improvement District; making a finding of special benefit to the property in the District; levying a special assessment against property within Improvement Area #1 of the District; establishing a lien on such property; approving an assessment roll for the District; providing for payment of the special assessment in accordance with Chapter 372, Texas Local Government Code; providing for the method of assessment and the payment of the special assessment; providing for penalties and interest on delinquent assessments; providing for a severability clause; providing an effective date; and providing for other related matters

Mayor read the aforementioned item.

Jared Werner introduced the item. Bart Fowler presented the item.

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

- G) Discuss and consider approval of a resolution of the City Council of the City of New Braunfels, Texas, approving the form and authorizing the distribution of a preliminary limited offering memorandum for "City Of New Braunfels, Texas Special Assessment Revenue Bonds, Series 2021 - Solms Landing Public Improvement District Improvement Area #1 Project "

Mayor Brockman read the aforementioned item.

Jared Werner presented the item.

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

- H) Discuss and consider approval of a resolution of the City of New Braunfels, Texas approving and authorizing the Mayor to execute the "Solms Landing Public Improvement District Financing And Reimbursement Agreement" Between Solms Landing Development, LLC, a Texas limited liability company and the City of New Braunfels, Texas

Mayor read the aforementioned item.

Jared Werner presented the item.

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

4. 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 appointment, evaluation, duties, discipline, or removal of the Municipal Court Judge in accordance with Section 551.074 of the Texas Government Code.
- B) Deliberate issues regarding economic development negotiations in accordance with section 551.087 of the Texas Government Code.
- Project Origin
 - Project Forward
 - Taskus

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

No action was taken at this time.

ADJOURNMENT

Mayor Brockman adjourned at 7:53 p.m.

By: _____
RUSTY BROCKMAN, MAYOR

Attest:

CAITLIN KROBOT, CITY SECRETARY

11/8/2021

Agenda Item No. A)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of proposed changes to the Bylaws of the Workforce Housing Advisory Committee

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: N/A

BACKGROUND INFORMATION:

The Workforce Housing Advisory Committee Bylaws were modified in September 2021. The changes were proposed to ensure the committee can continue to meet on a regular basis and to clarify some outstanding questions that have arisen as it has operated. One of the principal changes was the reservation of six positions from certain organizations and a preference for the remaining five positions to be filled by other community groups. Section 3.02(c) of the approved bylaws state that if one of the remaining positions could not be filled by a representative of the preferred organizations, the City Council would appoint an at-large citizen. The proposed change clarifies that the same at-large appointment can occur if the City does not receive an appropriate representative from one of the six organizations with a reserved slot.

ISSUE:

Clarification of the appointment of at-large positions.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends adoption of the recommended change.

BYLAWS OF THE WORKFORCE HOUSING ADVISORY COMMITTEE

ARTICLE I

Name

The name of this organization shall be the Workforce Housing Advisory Committee (WHAC).

ARTICLE II

Purpose

The purpose of the Workforce Housing Advisory Committee is to address the community's affordable and workforce housing needs. The Committee will raise awareness about the challenges of affordable and available workforce housing. The WHAC will advise the City Council on providing solutions for a full range of workforce housing choices for households of all incomes, ages, and abilities.

ARTICLE III

Membership, Terms, Attendance

3.01 MEMBERSHIP AND APPOINTMENTS

The WHAC shall be comprised of eleven (11) members who shall be appointed by the City Council. Members shall be appointed, to the extent available in the community, as described in Section 3.02. City Council will consider nominations from the qualified applicants.

3.02 QUALIFICATIONS

Applicants to the WHAC shall be residents of New Braunfels and demonstrate qualifications for the WHAC to the City Secretary via their application prior to appointment. If a member does not retain the said qualification during his or her term, such failure shall constitute a resignation from the Committee.

By filing an application for the WHAC, each applicant agrees to abide by these bylaws, ordinances, rules, and regulations of the City of New Braunfels (including its Code of Ethics) and county, state and federal laws, rules and regulations related to the activities of the WHAC and further agrees to participate in committee work, required trainings, special called meetings and volunteer activities of the WHAC.

The committee shall be composed of one representative each from the following:

- a) Planning Commission, Greater New Braunfels Chamber of Commerce, New Braunfels Economic Development Corporation, New Braunfels Housing Authority, New Braunfels Utilities, and Habitat for Humanity. Each organization shall designate an applicant for these positions and provide written notice to the City Secretary upon the organization's designation of the applicant.

- b) Up to five (5) at-large members selected from within the New Braunfels city limits or extra-territorial jurisdiction with preference given to designated representatives from the following organizations: Community Development Advisory Committee, Four Rivers Association of Realtors, GNB Home Builders Association, McKenna Foundation, local banking or mortgage industry, and New Braunfels Housing Partners.
- c) If applicants from the above preferred categories in 3.01a and 3.01b are not available, City Council may appoint additional at-large committee members.
- d) A City staff member, designated by the City Manager, will serve as staff liaison to the Workforce Housing Advisory Committee but will not be a voting member.

3.03 TERMS

The initial term for each Committee member shall be for staggered terms of three (3) years. At the first meeting of the Committee, the members shall draw for terms so that eight (8) members shall serve an initial two-year term, and seven (7) shall serve an initial three-year term. Thereafter, any member appointed or reappointed to the Committee shall serve a three-year term unless the appointment is to fulfill an unexpired vacant term.

3.04 ATTENDANCE

A member of the Committee shall assume to have resigned his or her position as a member of the WHAC thereby forfeiting his or her unexpired term of office if he or she accrues three (3) consecutive absences or a total of any four (4) absences during a calendar year. This provision can be waived upon a finding by a quorum of the Committee that one or more absences should be excused.

Special called meetings do not count against a member for attendance and absence purposes.

3.05 REMOVAL

Each Committee member serves at the pleasure of the City Council and may be removed at the discretion of the City Council.

3.06 RESIGNATION

Any member resigning from the committee shall submit their resignation in writing to the City Secretary and/or the staff liaison for the committee.

3.07 VACANCIES

When vacancies occur on the WHAC, the City Council shall appoint, by majority vote, a replacement to serve out the remainder of the vacant term.

ARTICLE IV Officers

4.01 ELECTION OF OFFICERS

The City Council will appoint the Chair of the Committee by a majority vote of the City Council. The Committee may hold an election of the full Committee for a Vice Chair. The Chair will serve until and unless the City Council appoints a new Chair of the committee.

The Committee shall accept nominations for the Chair position and put forward the candidate(s) for the City Council's consideration.

4.02 DUTIES OF OFFICERS

4.02.1 Chair

The Chair shall preside and participate at all meetings of the WHAC and shall have voting power.

4.02.2 Vice-Chair

The Vice-Chair shall assist the Chair as needed and shall serve as the presiding officer in the absence of the Chair. The Vice-Chair shall have voting power.

4.03 VACANCIES

Vacancies will be filled by the City Council.

ARTICLE V Meetings

5.01 DATE, TIME, PLACE

The regularly scheduled meetings are held the third Wednesday of every month at 4:00 pm at City Hall, unless otherwise noted.

5.02 OPEN MEETINGS

All meetings shall be held in accordance with the Texas Open Meetings Act.

5.03 QUORUM

A majority of the members of the WHAC shall constitute a quorum.

5.04 PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the WHAC in all cases in which they are applicable and in which they are not inconsistent with these bylaws. The WHAC shall conduct themselves in accordance with the City Charter of the City of New Braunfels and the Laws of the State of Texas.

11/8/2021

Agenda Item No. B)

PRESENTER:

Gayle Wilkinson, Assistant City Secretary

SUBJECT:

Approval of a resolution to approve the Guadalupe Appraisal District (G.A.D.) facility parking lot expansion.

DEPARTMENT: City Secretary**COUNCIL DISTRICTS IMPACTED:** N/A**BACKGROUND INFORMATION:**

The Guadalupe Appraisal District (GAD.) Board of Directors would like to move forward with the parking lot expansion project (project) at our main office location in Seguin. This expansion project was part of the Master Facility Plan which first began during the 2006-2007 time period. The 3,600 sqft addition to and renovation of the district's existing building was completed in 2008. The necessary activities to begin the project began late 2018 and into 2019. The retirement of Jamie Osborne, chief appraiser during this time, and a procedural miscue¹ resulted in our need to delay the project. The arrival of the COVID-19 pandemic, in early 2020, further complicated the commencement of the project bringing us to present day. The need of additional parking at our main office has only grown more prominent during these delays. In researching the facilities of other comparable appraisal districts², it was determined that the additional thirty (30) parking spaces provided by this project would adequately serve the spacing needs of our organization.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

GUADALUPE APPRAISAL DISTRICT

Main Office

3000 N. Austin St.
Seguin, Texas 78155
(830) 303-3313 Opt. 1
(830) 372-2874 (Fax)



Schertz Substation

1052 FM 78 * Ste. 103
Schertz, Texas 78154
(830) 303-3313 Opt. 2
(877) 254-0888 (Fax)

October 12, 2021

City of New Braunfels Mayor and City Council

Rusty Brockman, Mayor
550 Landa St.
New Braunfels, TX 78130

Dear Mayor Brockman & City Council,

The Guadalupe Appraisal District (G.A.D.) Board of Directors would like to move forward with the parking lot expansion project (project) at our main office location in Seguin. This expansion project was part of the Master Facility Plan which first began during the 2006-2007 time period. The 3,600 sqft addition to and renovation of the district's existing building was completed in 2008. The necessary activities to begin the project began late 2018 and into 2019. The retirement of Jamie Osborne, chief appraiser during this time, and a procedural miscue¹ resulted in our need to delay the project. The arrival of the COVID-19 pandemic, in early 2020, further complicated the commencement of the project bringing us to present day. The need of additional parking at our main office has only grown more prominent during these delays. In researching the facilities of other comparable appraisal districts², it was determined that the additional thirty (30) parking spaces provided by this project would adequately serve the spacing needs of our organization.

Before this necessary project can be pursued, **your action is required to approve this project.**

§6.051(b) of the Texas Property Tax Code prescribes this approval process. The first step of the approval process requires that the Board of Directors (B.O.D.) approve a resolution proposing the project. During the regular meeting of the B.O.D. held October 6, 2021, the B.O.D. approved a resolution proposing this project.

¹ 2019 Budget Amendment Resolution was not brought to B.O.D. for a vote, as required by §6.06(c), to hold previously committed funding (\$102,831) from being returned to taxing entities per §6.06(j)

² Based on five (5) year growth analysis projections for the Guadalupe Appraisal District, comparable appraisal districts were chosen based county population, county density, number of parcels, and staffing levels.

Upon approval of said resolution, the chief appraiser is required to notify the Presiding Officer of each entities' governing body of the approved resolution, which is the purpose of this letter. The resolution passed proposes the cost of the project **shall not exceed** \$91,451. Enclosed you will find a copy of the approved resolution by the B.O.D. *The District **will not** request any additional funds from the taxing units for this project. Sufficient funding for this capital improvement was included within our 2022 Adopted Budget, approved by the B.O.D. on August 4, 2021.*

§6.051(b) further states that upon receiving notification of the approved resolution by the B.O.D, the governing body of each taxing unit, entitled to vote on the approval of the proposal, may approve or disapprove of the proposal by way of resolution. This action **must** take place **no later than** thirty (30) days after receiving notification of the approved resolution.

With that being said, the Board of Directors of the Guadalupe Appraisal District respectfully requests that an action item be placed upon your action agenda as soon as possible and no later than **October 25, 2021**, to approve a resolution of the proposed project. Enclosed you will find a sample resolution that your governing body may use for the approval process.

§6.051(b) also requires that each entity file with the Chief Appraiser the resolution that was approved by the governing body **no later than** ten (10) days after the thirty (30) day period following receipt of the B.O.D. resolution. If this is not filed timely, we will have to treat the resolution as if it were disapproved.

An appraisal district representative can be available to discuss with you this process or answer any questions you might have and or to attend the meeting in which this resolution will be discussed and acted upon. Please notify our office as soon as possible in this regard, so we may accommodate your entity in the manner you wish.

Respectfully Submitted,


Peter Snaddon, R.P.A., C.C.A.

Chief Appraiser

RESOLUTION NO. 2021-6

STATE OF TEXAS { }

RESOLUTION PROPOSING PARKING EXPANSION
PROJECT OF FACILITIES OF THE GUADALUPE
APPRAISAL DISTRICT

COUNTY OF GUADALUPE { }

GUADALUPE APPRAISAL DISTRICT

WHEREAS, the GUADALUPE APPRAISAL DISTRICT (the DISTRICT) acting by and through its duly authorized and empowered Board of Directors has determined that it is necessary and in the best interest of the DISTRICT, all taxing entities served by the DISTRICT and the public the District serves to proceed with the facility parking expansion project.

WHEREAS, the DISTRICT Board of Directors has determined that other alternatives to remedy the parking expansion project will cost significantly more and make a recommendation insofar as the manner with which to proceed with the parking expansion.

WHEREAS, the DISTRICT has determined that the total facility parking expansion shall not exceed \$91,451.

WHEREAS, the DISTRICT acknowledges that the DISTRICT is not authorized to proceed with construction or renovation of a building or other improvement without the consent of the taxing entities served by the DISTRICT in accordance with §6.051 of the Texas Tax Code.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the DISTRICT adopts and endorses the facility parking expansion project with the total combined cost of building project not to exceed \$91,451.

FURTHER, that the Chief Appraiser of the DISTRICT is authorized and directed to take acts necessary to provide the proposed parking expansion project resolution set forth above to the taxing entities entitled to vote pursuant to §6.051 of the Texas Tax Code.

READ, PASSED, AND APPROVED this the 6th day of October 2021.

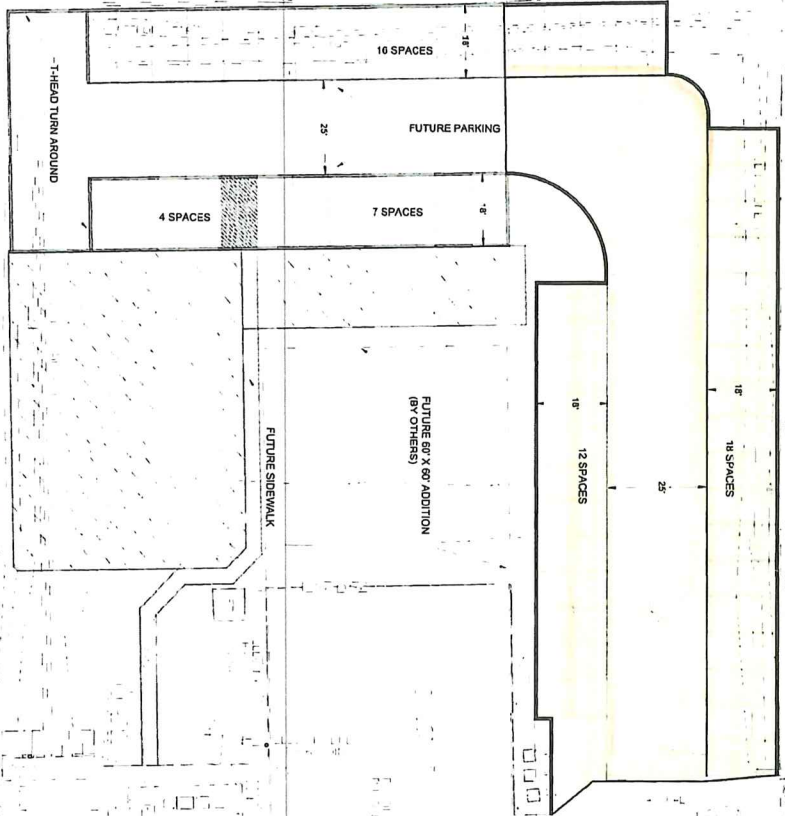
By: _____

Dr. Greg Gilcrease, Chair

Attested: _____

Mr. Daryl John, Secretary
Darren Dunn, Vice Chair

**Project Subject to
B.O.D. Resolution 2021-6*



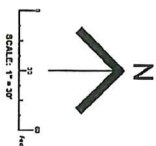
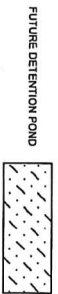
1. SCHEMATIC LAYOUT

SCALE: 1" = 30'

GENERAL NOTES/ASSUMPTIONS

- ALL ADDITIONS AND/OR REMOVALS OUT WITH T-HEAD SHALL BE TO SCHEMATIC PROVIDED BY GUADALUPE APPRAISAL DISTRICT. WILL NEED TO VERIFY ALL DIMENSIONS WITH THE DISTRICT.
- FUTURE BUILDING ADDITION LAID OUT ACCORDING TO SCHEMATIC PROVIDED BY GUADALUPE APPRAISAL DISTRICT. PLEASE CONFIRM.
- PROPOSED PARKING IS 20 SPACES TO MATCH WITH BUDGET FROM PLANNING DOCUMENTS.
- ALL ADDITIONS AND/OR REMOVALS SHALL BE IN ACCORDANCE WITH THE DISTRICT'S POLICY.
- FUTURE DETENTION POND TO THE NORTH WILL BE 1' DEEP MAX.
- FUTURE DETENTION POND TO THE SOUTH WILL BE 1' DEEP MAX.
- FUTURE SIDEWALK ALONG SOUTH SIDE OF BUILDING 4' WIDE.
- FUTURE DETENTION STRUCTURE TO BE REMOVED IN FUTURE ULTIMATE DEVELOPMENT.
- ALL NEW PARKING WILL DRAIN TOWARD DETENTION PONDS. OUTER CURBS NEAR PROPERTY LINE WILL HAVE 6'-12" EXPOSED ON BACK SIDE. ENTIRE NEW PARKING LOT WILL BE ELEVATED TO BRING IT OUT OF EXISTING DETENTION AREA.
- ALL ADDITIONS AND/OR REMOVALS SHALL BE BASED UPON PRE-EXISTING CONDITIONS. THE CURRENT POND OVERRETAINS FOR IMPROVEMENTS PRESENT.

LEGEND



GUADALUPE COUNTY APPRAISAL DISTRICT
3000 N. AUSTIN ST. SEGUIN TX 78155

PRELIMINARY LAYOUT



DATE:

3/21/21 12:00 PM

COMPLETED 10 AUGUST 2021
 BASED UPON JAN 2021 DATA

Guadalupe County Appraisal District - Parking Lot Expansion (Base Bid)

Opinion of Probable Cost

10-Aug-2021

No	Item	Qty	Unit	Unit Price	Cost	Total Bid Item Cost
BID ITEM 1 - MOBILIZATION, INSURANCE AND BONDS						\$11,928.43
1	Mobilization	1	L.S.	\$7,289.60	\$7,289.60	
2	Insurance and Bonds	1	L.S.	\$4,638.84	\$4,638.84	
BID ITEM 2 - SITE DEMOLITION						\$4,500.00
3	Site Demolition, Clearing and Haul Off	1	L.S.	\$4,500.00	\$4,500.00	
BID ITEM 3 - SITE WORK						\$57,849.08
4	Excavation for Haul Off (topsoil & detention area)	30	C.Y.	\$21.00	\$630.00	
5	Concrete Dumpster Pad	288	S.F.	\$12.50	\$3,600.00	
6	Asphalt Parking and Drives	1,236	S.Y.	\$38.00	\$46,963.78	
7	Parking and Drive Reflective	576	L.F.	\$1.75	\$1,008.00	
8	Concrete Curb	454	L.F.	\$11.00	\$4,997.30	
9	Concrete Trail Walk/Pad	0	S.F.	\$6.50	\$0.00	
10	Signage	1	LS.	\$650.00	\$650.00	
BID ITEM 12 - BMP'S						\$400.00
11	Rock Berm	20	L.F.	\$20.00	\$400.00	
BID ITEM 5 - LANDSCAPING						\$3,520.00
12	12" Topsoil	1,200	S.F.	\$1.00	\$1,200.00	
13	Soil Media Barrier Geotextile	1,200	S.F.	\$0.45	\$540.00	
14	Mulch	1,200	S.F.	\$0.40	\$480.00	
15	Shade Trees - 30 Gal.Cont. Grown	2	E.A.	\$650.00	\$1,300.00	
Total Base Bid						\$78,197.51
Contingency 20%						\$13,253.82
Grand Total						\$91,451.33

Pie Engineering, LLC.
 11476 La Vernia Rd.
 Adkins, Texas 78101
 TBPE F-21018

RESOLUTION NO. 21-R-

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS APPROVING THE GUADALUPE APPRAISAL DISTRICT FACILITY PARKING LOT EXPANSION.

WHEREAS, Guadalupe Appraisal District (G.A.D.) has demonstrated a need for additional parking space to meet the growing demand for appraisal services; and

WHEREAS, the Board of Directors of the G.A.D. proposed, and authorized expansion of the facility parking lot; and

WHEREAS, *Texas Tax Code* § 6.051 requires acquisition or expansion of real property by the appraisal district to be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members; and

WHEREAS, sufficient funds exist in the dedicated and budgeted reserves of the G.A.D. to expand the facility parking lot and **the District will not request from the taxing units any additional funds for this facility parking lot expansion;** and

WHEREAS, any funds left from the expansion of the facility parking lot be allocated to the District's dedicated reserve funds for future payments towards the master plan for future expansion; and

WHEREAS, the expansion offers the most effective solution to provide the G.A.D. with the additional parking needed to service the taxing entities and the taxpayers of Guadalupe County.

NOW, THEREFORE BE IT RESOLVED that the City of New Braunfels, Texas approves the G.A.D. facility parking lot expansion located at 3000 N. Austin St., Seguin, TX 78155 in the amount of \$91,451.

Passed and approved by the City of New Braunfels, Texas on the 8th day of November 2021.

Rusty Brockman, Mayor

ATTEST:

Caitlin Krobot, City Secretary

11/8/2021

Agenda Item No. C)

PRESENTER:

Alan Bojorquez/Rezzin Pullim, Redistricting Consultants

SUBJECT:

Approval of a resolution that will adopt the criteria for use in the City's 2021 redistricting process.

DEPARTMENT: City Attorney's Office**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

The Redistricting Committee reviewed this resolution that includes criteria of use in the redistricting process. They approved the resolution after deleting some language in paragraph 5 which was rewritten as follows:

5. Districts must be configured so that they are relatively equal in total population according to the 2020 federal census ~~and current population estimates from other reliable sources~~. In no event should the total maximum deviation between the largest and the smallest district exceed ten percent (10%). The City will attempt to achieve a total maximum deviation that is less than ten percent according to the best available data.

This resolution established the criteria the City will use in drawing of boundary lines as part of the 2021 redistricting process. The Redistricting Committee reviewed and approved this resolution at its meeting on October 26, 2021.

ISSUE:

After the presentation to the Redistricting Committee of Initial Assessment and the Committee's acceptance of the consultant's recommendation to continue with the redistricting process, the next steps are for City Council to adopt this resolution along with another resolution on this agenda that sets the guidelines for map submissions by the public.

FISCAL IMPACT:

N/A

RECOMMENDATION:

The Redistricting Committee reviewed this resolution at its meeting on October 26, 2021, and it recommended adoption by City Council with the edit to paragraph 5 noted above.

RESOLUTION NO. _____

**APPROVAL OF A RESOLUTION ADOPTING CRITERIA FOR USE IN
2021 REDISTRICTING PROCESS**

WHEREAS, the City Council of the City of New Braunfels has certain responsibilities for redistricting under federal and state law including, but not limited to, Amendments 14 and 15 to the United States Constitution, and the Voting Rights Act, 42 U.S.C.A. § 1973, *et seq.*; and Texas Government Code §§ 2058.001 and 2058.002; and Texas Election Code §276.006; and

WHEREAS, the City Council has certain responsibilities for redistricting under the City Charter; and

WHEREAS, on review of current demographic data it appears that a population imbalance exists requiring redistricting of the City Councilmember Districts; and

WHEREAS, it is the intent of the City to comply with the Voting Rights Act and with all other relevant law, including *Shaw v. Reno* jurisprudence; and

WHEREAS, a set of established redistricting criteria will serve as a framework to guide the City in the consideration of districting plans; and

WHEREAS, established criteria will provide the City a means by which to evaluate and measure proposed plans; and

WHEREAS, redistricting criteria will assist the City in its efforts to comply with all applicable federal and state laws;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Braunfels, that the City, in its adoption of a redistricting plan for City Councilmember Districts, will adhere to the following criteria:

1. Where possible, easily identifiable geographic boundaries should be followed.
2. Communities of interest should be maintained in a single district, where possible, and attempts should be made to avoid splitting neighborhoods.
3. To the extent possible, districts should be composed of whole voting precincts. Where this is not possible or practicable, districts should be drawn in a way that permits the creation of practical voting precincts and that ensures that adequate facilities for polling places exist in each voting precinct.
4. Although it is recognized that existing districts will have to be altered to reflect new population distribution, any districting plan should, to the extent possible, be based on existing districts.

5. Districts must be configured so that they are relatively equal in total population according to the 2020 federal census. In no event should the total maximum deviation between the largest and the smallest district exceed ten percent (10%). The City will attempt to achieve a total maximum deviation that is less than ten percent according to the best available data.
6. The districts should be compact and composed of contiguous territory. Compactness may contain a functional, as well as a geographical dimension.
7. Proposed plans shall be assigned a name in accordance with the naming convention established by the City, followed by an alpha character and, if applicable, a numeric character. The term "Illustrative Map" shall be used to define all maps that are created for internal distribution only. The term "Draft Map" shall be used to define all maps that are shared and submitted to the public by the City.
8. Consideration may be given to the preservation of incumbent-constituency relations by recognition of the residence of incumbents and their history in representing certain areas.
9. The plan should be narrowly tailored to avoid retrogression in the position of racial minorities and language minorities as defined in the Voting Rights Act with respect to their effective exercise of the electoral franchise.
10. The plan should not fragment a geographically compact minority community or pack minority voters in the presence of polarized voting so as to create liability under section 2 of the Voting Rights Act, 42 U.S.C. § 1973.

PASSED & APPROVED this, the ____ day of _____ 2021.

City of New Braunfels:

By: _____
Rusty Brockman, Mayor

ATTEST:

Caitlin Krobot, City Secretary

11/8/2021

Agenda Item No. D)

PRESENTER:

Alan Bojorquez/Rezzin Pullim, Redistricting Consultants

SUBJECT:

Approval of a resolution that will adopt guidelines for the 2021 redistricting proposals submitted by outside interested parties.

DEPARTMENT: City Attorney's Office**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

This resolution establishes the guidelines for the 2021 redistricting proposals in the form of map submissions from the public. The guidelines will govern map submissions by members of the public and it includes a deadline of December 6, 2021. The Redistricting Committee reviewed and approved this resolution at its meeting on October 26, 2021.

ISSUE:

After the presentation to the Redistricting Committee of Initial Assessment and the Committee's acceptance of the consultant's recommendation to continue with the redistricting process, the next steps are for City Council to adopt this resolution along with another resolution on this agenda that sets the criteria for the 2021 redistricting process.

FISCAL IMPACT:

N/A

RECOMMENDATION:

The Redistricting Committee reviewed this resolution at its meeting on October 26, 2021, and it recommended adoption by City Council.

RESOLUTION NO. _____

**APPROVAL OF A RESOLUTION ADOPTING GUIDELINES FOR 2021
REDISTRICTING PROPOSALS FROM OUTSIDE INTERESTED
PARTIES.**

WHEREAS, the City Council for the City of New Braunfels has certain responsibilities for redistricting under federal and state law including, but not limited to, Amendments 14 and 15 to the United States Constitution, U.S.C.A., and the Voting Rights Act, 42 U.S.C.A. § 1973, *et seq*; and Texas Government Code §§ 2058.001 and 2058.002; and Texas Election Code §276.006; and

WHEREAS, the City Council has certain responsibilities for redistricting under the City Charter; and

WHEREAS, it is necessary to provide for the orderly consideration and evaluation of redistricting plans which may come before the City Council; and

WHEREAS, these guidelines relate to persons other than the City of New Braunfels who have specific proposed redistricting plans they wish the City Council to consider; and

WHEREAS, the City Council welcomes any comments relevant to the redistricting process;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Braunfels, that in order to make sure that any plan that might be submitted is of maximum assistance to the City Council in its decision-making process, the City Council hereby sets the following guidelines:

1. Citizen Maps are those submitted to the City of New Braunfels by members of the public, special interest groups, other political subdivisions, or individual members of the City Council.
2. Citizen Maps shall be assigned a name in accordance with the naming convention established by the City, beginning with Citizen Map, followed by an alpha character and if applicable, a numeric character. Citizen Maps shall identify the creator or the organization that has produced the Citizen Map for purposes of tracking civic engagement, including names of members of the board of directors if the map is submitted by an organization.
3. Citizen Maps must be submitted in writing. If a plan is submitted orally, there is significant opportunity for misunderstanding, and it is possible that errors may be made in analyzing it. The City Council wants to be sure that all proposals be fully and accurately considered.

4. Any Citizen Maps must show the total population and voting age population for Black or African Americans, Hispanics, Asians, Anglo and any other race identified by the census for each proposed City Council district. If a plan is submitted without a population breakdown, the City Council may not have sufficient information to give it full consideration.
5. Citizen Maps must be submitted by December 6, 2021.
6. Citizen Maps must redistrict the entire City. The City Council, of course, will be considering the effect of any plan on the entire City. Also, the City Council is subject to the Voting Rights Act, which protects various racial and language minorities. Thus, as a matter of federal law, it will be required to consider the effect of any proposal on multiple racial and ethnic groups. If a Citizen Map does not redistrict the entire City, it may be impossible for the City Council to assess its impact on one or more protected minority groups. Incomplete maps make it difficult to gauge compliance with One Person / One Vote.
7. Citizen Maps must conform to the criteria the City Council will be using in drawing the City Council member districts. Citizen Maps must be accompanied by a transmittal report identifying any criteria used other than that specified on the Resolution adopted by the City Council. It is crucial that the foundation for decisions reflected in a proposed plan be carefully documented.

PASSED & APPROVED this, the ____ day of _____ 2021.

City of New Braunfels

By: _____
Rusty Brockman, Mayor

ATTEST:

Caitlin Krobot, City Secretary

11/8/2021

Agenda Item No. E)

PRESENTER:

Dr. Robert Lee, Airport Director

SUBJECT:

Approval of a purchase with Deere & Company for needed equipment to be utilized by the Airport and to declare the existing equipment as surplus.

DEPARTMENT: New Braunfels National Airport**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

The New Braunfels National Airport identified a need for critical capital and equipment needs which was adopted in the FY 2022 budget in an amount up to \$250,000. Some of the identified equipment was three (3) zero turn mowers, tractors and shredder. Existing mowers and tractor will be declared as surplus. Existing equipment are all at or beyond their life span and repairing them long term would not be financially feasible.

The City will be utilizing Texas BuyBoard Cooperative contract with Deere & Company. The cooperative contracts have been formerly bid thereby supporting the City's competitive bidding requirements. The total cost for the following recommended equipment is \$199,315.44.

Vendor: Deere & Company

John Deere 7997 R Diesel NA, 60 in. Mower	(2) \$22,436.18/ea.	\$ 44,872.36
John Deere Z997R Diesel NA, 72 in. Mower	(1) \$22,846.58	\$ 22,846.58
John Deere 6155M Cab Tractor	(1) \$120,329.25	\$ 120,329.25
John Deere 640R Standard Farm Loader (Cab Tractor Attachment)	(1) \$11,267.25	\$ 11,267.25
	Total	\$ 199,315.44

ISSUE:

Staff is requesting critical needed equipment to better maintain fiscal stability of city operations.

FISCAL IMPACT:

The costs for the equipment described above are funded from the FY 2022 Adopted Budget Airport Fund via an interfund transfer from the General Fund. The Airport Fund will fully reimburse the General Fund in installments beginning in FY 2023 (\$50,000 annually for five years), therefore sufficient funds are available to purchase the requested equipment.

RECOMMENDATION:

Staff recommends approval of a purchase with Deere & Company for needed equipment to be utilized by the New Braunfels National Airport and to declare the existing equipment as surplus.

11/8/2021

Agenda Item No. F)

PRESENTER:

Matthew Eckmann, Facilities and Real Estate Manager

SUBJECT:

Approval of and authorization for the City Manager to execute lease agreements between the City of New Braunfels and New Braunfels Waterpark, LLC for properties adjacent to the City Tube Chute and Elizabeth Ave.

DEPARTMENT: Public Works

COUNCIL DISTRICTS IMPACTED: District 4 and District 5

BACKGROUND INFORMATION:

Beginning on October 22, 2007, the City of New Braunfels (Lessor) entered into a lease agreement with Liberty Partnership, LTD n/k/a New Braunfels Waterpark, LLC (Lessee) for approximately 1.75 acres located at the southeast corner of Elizabeth Ave and W. Torrey Street to be used as parking for Schlitterbahn Employees. As consideration for this lease, a simultaneous lease was executed by and between Liberty Partnership n/k/a New Braunfels Waterpark, LLC (Lessor) and the City of New Braunfels (Lessee) for 0.055 Acres along the northeast edge of the Comal River adjacent to the Tube Chute which is used as an alternative route for tubers to cross the Dam. These leases have subsequently been extended and expired on April 22, 2021.

ISSUE:

The new lease agreements between the City and New Braunfels Waterpark, LLC will have a commencement date of May 1, 2021 with a term of 10 years and an additional 5-year renewal option.

FISCAL IMPACT:

No Fiscal Impact

RECOMMENDATION:

Staff recommends approval of these lease agreements.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into as of _____, 2021 between New Braunfels Waterpark, LLC ("Landlord") and the City of New Braunfels ("Tenant").

WHEREAS, Landlord owns certain land located near the Comal River in the proximity of the Weir Dam and desires to lease the land to City; and Tenant owns certain other land adjacent to Elizabeth Street and desires to lease such property to Landlord.

NOW, THEREFORE, in consideration of the following promises and conditions, the parties agree as follows:

1. DEFINITIONS AND CERTAIN BASIC PROVISIONS. For purposes of this Lease, the following terms and definitions shall be applicable; provided however, in the event there is any conflict between these Basic Lease Provisions and the balance of the Lease, the latter shall control:

- (a) Premises: Real property located near the Comal River in the proximity of the Weir Dam and as more fully described on Exhibit A.
- (b) Use: Ingress and egress to and from the Comal River around the Weir Dam downstream from the tube shoot owned and/or operated by Tenant.
- (c) Term: Ten (10) years from the Commencement Date.
- (d) Commencement Date: May 1, 2021
- (e) Termination Date: April 30, 2031
- (f) Consideration: The reciprocal lease by Tenant to Landlord of Tenant's land (the "Elizabeth Street Lease").
- (g) Landlord' Address for Notice: 381 East Austin Street, New Braunfels, Texas 78130
- (h) Tenant's Address for Notice: 550 Landa Street, New Braunfels, Texas 78130

2. PREMISES.

a. Premises: Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in Section 1(a) of this Agreement. Tenant agrees to lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, and Landlord agrees to lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

b. As Is Condition: Tenant accepts the Premises in its present condition “AS IS” and “WHERE IS” with all existing defects and faults as a result of the inspections and investigations by Tenant, and Tenant deems the Premises currently suitable for Tenant’s Use.

3. **USE.**

a. Use of the Premises: Tenant shall occupy and use the Premises for the sole purpose set forth in Section 1(b) of this Agreement, and Tenant will not use or permit the Premises or any portion thereof to be used for any other purpose, without the prior written consent of Landlord. Tenant shall not use the Premises for any purpose other than the purpose as stated in this Agreement. Tenant shall not create a nuisance, permit any waste, or use the Premises in any way that is unreasonably dangerous or hazardous.

b. Compliance with Laws: Tenant shall obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition and occupancy of the Premises. Tenant shall not allow a lien to be placed on the Premises.

4. **TERM.** The Term of this Lease shall be for the period designated in Section 1(c) of this Lease, commencing on the date set forth in Section 1(d) of this Agreement.

5. **RENEWAL OPTION.** Tenant has the option to extend the term for an additional five (5) year term on the same terms and conditions set forth in this lease. The option to extend for an additional five (5) year term shall be exercised by written notice delivered to Landlord not less than six (6) months before the Termination Date. Tenant’s rights under this renewal option are contingent upon the lease of the property described in Exhibit A also being renewed for an additional five (5) year term in accordance with its provisions.

6. **CONSIDERATION.** Contemporaneously with entering into this Agreement, Landlord and Tenant are entering into a separate lease agreement for property Tenant leases to Landlord. The transactions contemplated therein are to close contemporaneously with the transactions contemplated herein and all such transactions shall be deemed to occur simultaneously, and no such transaction shall be deemed to be consummated unless all such transactions have been duly consummated.

7. **UTILITIES.** Tenant shall pay for all utility services used by Tenant.

8. **REPAIRS.** Tenant shall repair, replace, and maintain any portion of the Premises, normal wear and tear excepted. Tenant shall repair any damage to the Premises caused by Tenant.

9. **ALTERATIONS.** Any physical additions or improvements to the Premises made by Tenant will become property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant’s expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear and tear excepted.

10. **ASSIGNMENT.** Tenant shall not assign the Agreement or sublease any portion of the Premises without Landlord’s written consent, which consent shall not be unreasonably withheld or delayed.

11. **INSURANCE AND INDEMNIFICATION.** Tenant shall maintain and keep in force the following insurance coverages and to the extent allowed by law, shall indemnify, protect and defend the Lessor from claims which may arise out of or in connection with Lessee's use of the Property:

- a. Commercial property insurance written on a causes of loss—special form covering the buildings located on the subject Property with all proceeds payable to Tenant, naming Landlord as “additional insured.”
- b. Commercial property insurance written on a causes of loss—special form (formerly known as “all risks” form) covering Tenant's personal property, fixtures, and leasehold improvements on the subject Property, and naming Landlord as “Building Owner Loss Payable.”
- c. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering Landlord's operations within the Property, naming Landlord, as “additional insured,” and having limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- d. Business auto liability insurance written on an occurrence basis and having a combined single limit of not less than \$1,000,000.
- e. Workers' compensation insurance in the statutory amount and employer's liability insurance having limits of not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 bodily injury by disease for entire policy.
- f. All coverages set forth above must contain a waiver of subrogation in favor of the Landlord.
- g. All coverages set forth above shall not exclude sexual abuse or sexual molestation of underage children.

The required insurance shall be written so that the Landlord will be notified in writing, in the event of cancellation, restrictive amendment or non-renewal at least thirty (30) days prior to action. Certificates of Insurance, and copies of additional insured and waiver of subrogation in favor of Landlord endorsements shall be filed with the Landlord at the annual commencement date of this Lease. All required insurance shall be written with the Lessor as an additional insured. In any event, the Tenant is fully responsible for all losses arising out of, resulting from or connected with its (and by extension the public's) use of the Premises under this Lease whether or not the losses are covered by insurance. All insurance required under this section shall be primary over any other insurance coverage the Landlord may have. The burden of maintaining proper insurance coverage and compliance with this subsection lies solely with the Tenant.

12. **CONDEMNATION/SUBSTANTIAL OR PARTIAL TAKING.**

- a. If the Premises cannot be used for the purposes contemplated by this Agreement because of condemnation or purchase in lieu of condemnation, this Agreement shall terminate.
- b. If there is a condemnation or purchase in lieu of condemnation and this Agreement is not terminated, Landlord shall, at Landlord's expense, restore the Premises, and the Other Lease will be adjusted as may be fair and reasonable.
- c. Tenant will have no claim to the condemnation award or proceed in lieu of condemnation.

13. **DEFAULT.**

a. Default by Landlord (Events): Defaults by Landlord are failing to comply with any provision of this Agreement within thirty (30) days after written notice.

b. Default by Landlord (Tenant's Remedies): Tenant's remedies for Landlord's default are to sue for damages or terminate this Agreement, whereupon the Elizabeth Street Lease will also terminate.

c. Default by Tenant (Events): Defaults by Tenant are failing to comply with any provision of this Agreement within thirty (30) days after written notice.

d. Default by Tenant (Landlord's Remedies): Landlord's remedies for Tenant's default are to terminate this Agreement by written notice or sue for damages.

e. Default/Waiver/Mitigation: It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or as provided by law. Landlord and Tenant have a duty to mitigate damages.

14. **HOLDOVER**: If Tenant does not vacate the Premises following termination of the lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without consent of the Landlord, will extend the term.

15. **ALTERNATIVE DISPUTE RESOLUTION**. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

16. **ATTORNEY'S FEES**. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees court and other costs.

17. **CHOICE OF LAW AND VENUE**. This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Texas, and the parties agree to the jurisdiction and venue of the courts of Comal County.

18. **ENTIRE AGREEMENT**. This lease including exhibits, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

19. **AMENDMENT**. This lease may be amended only by instrument in writing signed by Landlord and Tenant.

20. **LIMITATION OF WARRANTIES**. There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this Agreement, and there are no warranties that extend beyond those expressly stated in the Agreement.

21. **NOTICES**. The parties shall give all notices and communications between the parties in writing by (a) personal delivery, (b) a nationally-recognized, next-day courier service, (c) first-class registered or certified mail, postage prepaid, or (d) electronic mail to the party's address specified in this Agreement, or to the address that a party has notified the other to be that party's address for the purposes

of this section. A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, on the earlier of the other party's receipt of it or the fifth business day after mailing it via next-day courier or first-class registered or certified mail.

To Landlord:

381 E. Austin Street
New Braunfels, TX 78130

To Tenant:

550 Landa Street
New Braunfels, TX 78130

22. **ABANDONED PROPERTY.** Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

23. **EFFECT OF TERMINATION.** Termination of this Agreement automatically terminates the Other Lease.

24. **CONDITION TO LEASE.** This Agreement is expressly conditioned on the contemporaneous execution and delivery of the Elizabeth Street Lease between the parties with respect to the premises described or depicted on Exhibit B attached hereto.

25. **LANDLORD'S USE OF PREMISES:** Landlord reserves the right to use the Premises in a manner consistent with Tenant's use and rights under this Agreement.

[REMAINDER OF PAGE LEFT BLANK]

Signed by Landlord and Tenant with an effective date of _____, 2021.

BY: TENANT
CITY OF NEW BRAUNFELS

By: _____

Name: _____

Title: _____

BY: LANDLORD
NEW BRAUNFELS WATERPARK, LLC

By: _____

Name: _____

Title: _____

Exhibit "A"

Comal Weir Dam Property



10/20/2021, 10:02:44 AM

Parcels

City Limits

Ortholmagery

Council Districts

City Limits

Red: Band_1

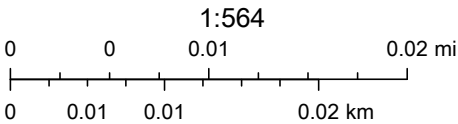
District 5

Streets

Green: Band_2

Addresses

Blue: Band_3



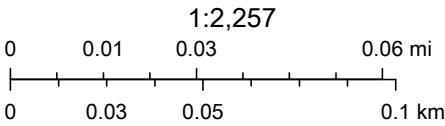
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Exhibit "B"
Elizabeth Ave Property



10/20/2021, 9:52:04 AM

 Parcels	 City Limits	 Ortholmagery
 Council Districts	 City Limits	 Red: Band_1
 District 3	 Streets	 Green: Band_2
 District 4	 Addresses	 Blue: Band_3
 District 5		



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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into as of _____, 2021 between the City of New Braunfels ("Landlord") and New Braunfels Waterpark, LLC ("Tenant").

WHEREAS, Landlord owns certain land adjacent to Elizabeth Street and desires to lease the land to City; and Tenant owns certain other land located near the Comal River in the proximity of the Weir Dam and desires to lease such property to Landlord.

NOW, THEREFORE, in consideration of the following promises and conditions, the parties agree as follows:

1. DEFINITIONS AND CERTAIN BASIC PROVISIONS. For purposes of this Lease, the following terms and definitions shall be applicable; provided however, in the event there is any conflict between these Basic Lease Provisions and the balance of the Lease, the latter shall control:

- (a) Premises: Real property located adjacent to Elizabeth Street and as more fully described on Exhibit A.
- (b) Use: Parking for the adjacent property owned and/or operated by Tenant.
- (c) Term: Ten (10) years from the Commencement Date.
- (d) Commencement Date: May 1, 2021
- (e) Termination Date: April 30, 2031
- (f) Consideration: The reciprocal lease by Tenant to Landlord of Tenant's land (the "Comal River Lease").
- (g) Landlord' Address for Notice: 550 Landa Street, New Braunfels, Texas 78130
- (h) Tenant's Address for Notice: 381 East Austin Street, New Braunfels, Texas 78130

2. PREMISES.

a. Premises: Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in Section 1(a) of this Agreement. Tenant agrees to lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, and Landlord agrees to lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

b. As Is Condition: Tenant accepts the Premises in its present condition “AS IS” and “WHERE IS” with all existing defects and faults as a result of the inspections and investigations by Tenant, and Tenant deems the Premises currently suitable for Tenant’s Use.

3. **USE.**

a. Use of the Premises: Tenant shall occupy and use the Premises for the sole purpose set forth in Section 1(b) of this Agreement, and Tenant will not use or permit the Premises or any portion thereof to be used for any other purpose, without the prior written consent of Landlord. Tenant shall not use the Premises for any purpose other than the purpose as stated in this Agreement. Tenant shall not create a nuisance, permit any waste, or use the Premises in any way that is unreasonably dangerous or hazardous.

b. Compliance with Laws: Tenant shall obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition and occupancy of the Premises. Tenant shall not allow a lien to be placed on the Premises.

4. **TERM.** The Term of this Lease shall be for the period designated in Section 1(c) of this Lease, commencing on the date set forth in Section 1(d) of this Agreement.

5. **RENEWAL OPTION.** Tenant has the option to extend the term for an additional five (5) year term on the same terms and conditions set forth in this lease. The option to extend for an additional five (5) year term shall be exercised by written notice delivered to Landlord not less than six (6) months before the Termination Date. Tenant’s rights under this renewal option are contingent upon the lease of the property described in Exhibit A also being renewed for an additional five (5) year term in accordance with its provisions.

6. **CONSIDERATION.** Contemporaneously with entering into this Agreement, Landlord and Tenant are entering into a separate lease agreement for property Tenant leases to Landlord. The transactions contemplated therein are to close contemporaneously with the transactions contemplated herein and all such transactions shall be deemed to occur simultaneously, and no such transaction shall be deemed to be consummated unless all such transactions have been duly consummated.

7. **UTILITIES.** Tenant shall pay for all utility services used by Tenant.

8. **REPAIRS.** Tenant shall repair, replace, and maintain any portion of the Premises, normal wear and tear excepted. Tenant shall repair any damage to the Premises caused by Tenant.

9. **ALTERATIONS.** Any physical additions or improvements to the Premises made by Tenant will become property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant’s expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear and tear excepted.

10. **ASSIGNMENT.** Tenant shall not assign the Agreement or sublease any portion of the Premises without Landlord’s written consent, which consent shall not be unreasonably withheld or delayed.

11. **INSURANCE AND INDEMNIFICATION.** Tenant shall maintain and keep in force the following insurance coverages and to the extent allowed by law, shall indemnify, protect and defend the Lessor from claims which may arise out of or in connection with Lessee's use of the Property:

- a. Commercial property insurance written on a causes of loss—special form covering the buildings located on the subject Property with all proceeds payable to Tenant, naming Landlord as “additional insured.”
- b. Commercial property insurance written on a causes of loss—special form (formerly known as “all risks” form) covering Tenant's personal property, fixtures, and leasehold improvements on the subject Property, and naming Landlord as “Building Owner Loss Payable.”
- c. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering Landlord's operations within the Property, naming Landlord, as “additional insured,” and having limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- d. Business auto liability insurance written on an occurrence basis and having a combined single limit of not less than \$1,000,000.
- e. Workers' compensation insurance in the statutory amount and employer's liability insurance having limits of not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 bodily injury by disease for entire policy.
- f. All coverages set forth above must contain a waiver of subrogation in favor of the Landlord.
- g. All coverages set forth above shall not exclude sexual abuse or sexual molestation of underage children.

The required insurance shall be written so that the Landlord will be notified in writing, in the event of cancellation, restrictive amendment or non-renewal at least thirty (30) days prior to action. Certificates of Insurance, and copies of additional insured and waiver of subrogation in favor of Landlord endorsements shall be filed with the Landlord at the annual commencement date of this Lease. All required insurance shall be written with the Lessor as an additional insured. In any event, the Tenant is fully responsible for all losses arising out of, resulting from or connected with its (and by extension the public's) use of the Premises under this Lease whether or not the losses are covered by insurance. All insurance required under this section shall be primary over any other insurance coverage the Landlord may have. The burden of maintaining proper insurance coverage and compliance with this subsection lies solely with the Tenant.

12. **CONDEMNATION/SUBSTANTIAL OR PARTIAL TAKING.**

- a. If the Premises cannot be used for the purposes contemplated by this Agreement because of condemnation or purchase in lieu of condemnation, this Agreement shall terminate.
- b. If there is a condemnation or purchase in lieu of condemnation and this Agreement is not terminated, Landlord shall, at Landlord's expense, restore the Premises, and the Other Lease will be adjusted as may be fair and reasonable.
- c. Tenant will have no claim to the condemnation award or proceed in lieu of condemnation.

13. **DEFAULT.**

a. Default by Landlord (Events): Defaults by Landlord are failing to comply with any provision of this Agreement within thirty (30) days after written notice.

b. Default by Landlord (Tenant's Remedies): Tenant's remedies for Landlord's default are to sue for damages or terminate this Agreement, whereupon the Elizabeth Street Lease will also terminate.

c. Default by Tenant (Events): Defaults by Tenant are failing to comply with any provision of this Agreement within thirty (30) days after written notice.

d. Default by Tenant (Landlord's Remedies): Landlord's remedies for Tenant's default are to terminate this Agreement by written notice or sue for damages.

e. Default/Waiver/Mitigation: It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or as provided by law. Landlord and Tenant have a duty to mitigate damages.

14. **HOLDOVER**: If Tenant does not vacate the Premises following termination of the lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without consent of the Landlord, will extend the term.

15. **ALTERNATIVE DISPUTE RESOLUTION**. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

16. **ATTORNEY'S FEES**. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees court and other costs.

17. **CHOICE OF LAW AND VENUE**. This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Texas, and the parties agree to the jurisdiction and venue of the courts of Comal County.

18. **ENTIRE AGREEMENT**. This lease including exhibits, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

19. **AMENDMENT**. This lease may be amended only by instrument in writing signed by Landlord and Tenant.

20. **LIMITATION OF WARRANTIES**. There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this Agreement, and there are no warranties that extend beyond those expressly stated in the Agreement.

21. **NOTICES**. The parties shall give all notices and communications between the parties in writing by (a) personal delivery, (b) a nationally-recognized, next-day courier service, (c) first-class registered or certified mail, postage prepaid, or (d) electronic mail to the party's address specified in this Agreement, or to the address that a party has notified the other to be that party's address for the purposes

of this section. A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, on the earlier of the other party's receipt of it or the fifth business day after mailing it via next-day courier or first-class registered or certified mail.

To Landlord:

550 Landa Street
New Braunfels, TX 78130

To Tenant:

381 E. Austin Street
New Braunfels, TX 78130

22. **ABANDONED PROPERTY.** Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

23. **EFFECT OF TERMINATION.** Termination of this Agreement automatically terminates the Other Lease.

24. **CONDITION TO LEASE.** This Agreement is expressly conditioned on the contemporaneous execution and delivery of the Comal River Lease between the parties with respect to the premises described or depicted on Exhibit B attached hereto.

25. **LANDLORD'S USE OF PREMISES:** Landlord reserves the right to use the Premises in a manner consistent with Tenant's use and rights under this Agreement.

[REMAINDER OF PAGE LEFT BLANK]

Signed by Landlord and Tenant with an effective date of _____, 2021.

BY: LANDLORD
CITY OF NEW BRAUNFELS

By: _____

Name: _____

Title: _____

BY: TENANT
NEW BRAUNFELS WATERPARK, LLC

By: _____

Name: _____

Title: _____

Exhibit "A"
Elizabeth Ave Property



10/20/2021, 9:52:04 AM

Parcels

Council Districts

District 3

District 4

District 5

City Limits

Streets

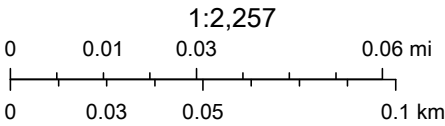
Addresses

Ortholmagery

Red: Band_1

Green: Band_2

Blue: Band_3



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Exhibit "B"
Comal Weir Dam Property



10/20/2021, 10:02:44 AM

Parcels

Council Districts

District 5

City Limits

City Limits

Streets

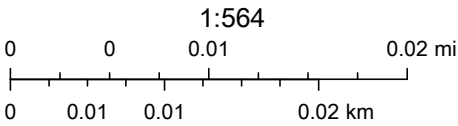
Addresses

Ortholmagery

Red: Band_1

Green: Band_2

Blue: Band_3



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11/8/2021

Agenda Item No. G)

PRESENTER:

Matthew Bushnell, Assistant Fire Chief

SUBJECT:

Approval of a purchase with Sterling McCall Ford for two ambulance chassis and box remounts for the New Braunfels Fire Department and to declare the replaced equipment as surplus.

DEPARTMENT: Fire Department**COUNCIL DISTRICTS IMPACTED:** City Wide**BACKGROUND INFORMATION:**

The Fire Department is requesting to purchase two new ambulance chassis and to remount two existing modular box portions with needed updates. Remounting the existing ambulances provides significant savings as opposed to purchasing completely new units. A remount consists of removing the modular box portion, placing it on a new chassis and refurbishing several components of the box. The City will purchase the Stryker Power Load Stretcher directly from Stryker and have the equipment installed by Frazer during the other box updates.

Staff is recommending the remounts be conducted by Frazer through the Dealer Sterling McCall Ford. The city will utilize their BuyBoard cooperative agreement which meets the competitive procurement requirements.

Unit 1-	\$ 161,418
Unit 2-	<u>166,218</u>
Sterling McCall Ford - Total	\$ 327,636

1 Stryker Power Load Stretcher Device-	\$ 22,391
--	-----------

Total Expenditures	\$350,027
---------------------------	------------------

ISSUE:

Continue to ensure the protection of citizens' lives and property

FISCAL IMPACT:

\$250,000 is included in the Apparatus Maintenance and Replacement Fund. The finance and fire department have identified the remaining funding (\$100,027) through savings generated from other budget initiatives within the General Fund - Fire Department budget. The City Manager will authorize a transfer with the Fire Department's budget so that the allocations are within the right category (operating to capital). Therefore, sufficient funds are available for the purchase described above.

RECOMMENDATION:

Staff recommends approval of a purchase with Sterling McCall Ford for two ambulance chassis and box remounts for the New Braunfels Fire Department and to declare the replaced equipment as surplus.

11/8/2021

Agenda Item No. H)

PRESENTER:

Jeff Jewell, Director of Economic and Community Development

SUBJECT:

Approval of a resolution consenting to the issuance of Unlimited Tax Road Bonds for an amount not to exceed \$7,000,000 by Comal County Water Improvement District No. 1A, a water improvement district located within the Extraterritorial Jurisdiction of the City

DEPARTMENT: Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** N/A**BACKGROUND INFORMATION:**

The District is a part of an approximate 2,462 acre master planned community commonly known as Veramendi. The Development Agreement ("the Agreement") between the City of New Braunfels and Word-Borchers Ranch Joint Venture ("Veramendi") authorizes up to \$620 million in debt for eligible, designated purposes. In 2020, the WID issued \$3.15 million in unlimited tax bonds to provide reimbursements to the developer for eligible costs associated with the project. The bonds were paid for by tax revenues secured by approximately \$25.16 million in taxable assessed valuation within the boundaries of the WID. These were the preliminarily assessed valuations as of January 1, 2020.

As of February 28, 2021, the District consisted of 262 completed homes (150 occupied and 112 unoccupied homes under contract to a homebuyer), 51 homes under construction or in a builder's name of which 51 are under contract to a homebuyer, and 198 vacant developed lots available for home construction. According to the Developer and Builders, homes within the District range in sales price from approximately \$265,000 to over \$450,000. In addition, utility construction is underway for an additional 61 single-family residential lots on approximately 30 acres, trunk utilities have been constructed for approximately 95 acres of commercial tracts, a church has been constructed on approximately 12 acres and Veramendi Elementary School has been constructed by the New Braunfels Independent School District on approximately 16 acres within the District.

On April 26, 2021, the City Council approved the Comal County Water Improvement District's No 1A ("WID") issuance of tax bonds in the amount of \$2,590,000 for reimbursable expenses on the project. The estimated bond amount was based upon preliminary values of approximately \$57,450,000. Since the appraisal district delivered certified values in the amount of \$88,189,684, the WID increased its issuance of bonds from \$2,590,000 to \$6,000,000.

After those approvals were received and due to further underwriting of the last issuance, the District has certified an additional \$43.8 million in ad valorem value for a total district wide value of approximately \$132.04 million. As such, there is excess debt service capacity available to the district to seek reimbursement and the District intends to issue an additional ~\$6.9 million in road bonds. This would bring total debt issuance

of the district to approximately \$16.05 million in total.

Section 8 of the Agreement outlines the requirements for the District (and subdistricts) and indebtedness, as well as the obligations of the District to the City. The maximum amount of bonds the District can collectively issue is \$620 million.

ISSUE:

Approval of the issuance of road bonds for the Veramendi special district.

FISCAL IMPACT:

Since the bonds are secured solely by property taxes paid by owners within the District, there is no fiscal impact to the City of New Braunfels.

RECOMMENDATION:

Staff recommends approval of the resolution.

COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 1A

\$3,900,000

Unlimited Tax Road Bonds, Series 2021A

\$3,000,000

Unlimited Tax Road Bonds, Series 2022



THE BONDS

- \$6,900,000 Principal Amount
- Maturity Schedule: September 1, 2023 through 2047
- Callable September 1, 2027
- Expected Sale Date: November 2021
- Security: Unlimited Tax Bonds

Rating: No underlying rating, however the Series 2021 Bonds sold in October qualified for insurance and the resulting 'AA' insured rating

- Type of Sale: Competitive

FEASIBILITY OF THE BONDS

- Estimate of Value as of September 21, 2021 is \$132,042,907.
- Bond size is based upon a 12.10% debt ratio in order to qualify for bond insurance again. The current outstanding debt of Comal 1A is \$9,080,000, leaving \$6,900,000 of debt issuance to maintain a healthy debt ratio for insurance qualification.
- The Bonds will be sold in 2 series: Up to \$4 million will be sold as Unlimited Tax Road Bonds, Series 2021A and delivered in December 2021 in order to maintain "Bank Qualified" status for 2021. Bank Qualified status requires no more than \$10 million in bond issuance in a calendar year (\$6 million sold in October). The remaining amount will be sold as Unlimited Tax Road Bonds, Series 2022 and delivered in January 2022.
- 2021 Total Tax Rate is \$0.794 (\$0.45 Debt + \$0.344 M&O). The District expects to reallocate additional pennies to the Debt rate in 2022, but no change to the total rate of \$0.794.
- Average Annual Debt Service of \$879,273 (2022-2047).
- No increase in taxable value is required for feasibility although significant growth is occurring.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS GIVING CONSENT TO THE ISSUANCE OF UNLIMITED TAX ROAD BONDS BY COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 1A, A WATER IMPROVEMENT DISTRICT LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY.

WHEREAS, the City of New Braunfels, Texas (the "City") is a Texas municipal corporation as defined by the Texas Local Government Code; and

WHEREAS, Comal County Water Improvement District No. 1A (the "District") is a water district operating pursuant to Chapters 49 and 51 of the Texas Water Code, and is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the District desires to proceed with the issuance of the Comal County Water Improvement District No. 1A Unlimited Tax Road Bonds, Series 2021 and the Comal County Water Improvement District No. 1A Unlimited Tax Road Bonds, Series 2022 (the "Bonds") in an amount not to exceed \$7,000,000; and

WHEREAS, the District desires that the City give its written consent to the issuance of the Bonds, pursuant to Section 8.2 of that certain Development Agreement, dated February 25, 2013, by and between the City and Word-Borchers Ranch Joint Venture, a Texas general partnership; and

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

SECTION 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. That the City Council of the City hereby specifically gives its written consent to the issuance of the Bonds.

PASSED AND APPROVED by the City Council of the City of New Braunfels, Texas on
this _____ day of _____, 2021.

Rusty Brockman, Mayor
City of New Braunfels, Texas

ATTEST:

Caitlin Krobot, City Secretary
City of New Braunfels, Texas

11/8/2021

Agenda Item No. I)

PRESENTER:

Becca Miears, Human Resources Director

SUBJECT:

Approval of the first reading of an ordinance amending the number of positions in the classification for Sergeant and Detective in the New Braunfels Police Department.

DEPARTMENT: Human Resources

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

Police Department

This action will temporarily adjust the number of positions in the classifications of Detective and Sergeant in the New Braunfels Police Department. An internal staff adjustment requires that we temporarily add one additional Detective position and subtract one Sergeant position pending a Sergeant's exam to determine an eligibility list for promotion. The total number of authorized positions in the Police Department remains the same as provided in the adopted FY 2022 budget. There are no costs associated with this action.

This change to the classifications of Sergeant and Detective is temporary nature and will be brought back to City Council for readjustment after the City holds a Sergeant's promotional exam.

ISSUE:

N/A

FISCAL IMPACT:

There is no fiscal impact with this action. Funding for all positions has been incorporated into the FY 2022 Adopted Budget.

RECOMMENDATION:

Staff recommends approval of the ordinance.

ORDINANCE 2021-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING THE NUMBER OF POSITIONS WITHIN THE CLASSIFICATION OF SERGEANT AND DETECTIVE IN NEW BRAUNFELS POLICE DEPARTMENT; PROVIDING FOR SEVERABILITY; REPEALING ORDINANCES AND PROVISIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of New Braunfels has adopted Civil Service, Chapter 143 of the Texas Local Government Code for its Police and Fire Department employees; and

WHEREAS, pursuant to Chapter 143, the City Council shall establish the classifications of employees and prescribe the number of positions in each classification pursuant to Section 143.021(a) of the Texas Local Government Code; and

WHEREAS, the City Council has approved the number of employees listed below in the appropriate classifications in the Police and Fire Department as a part of the annual budget process; and

WHEREAS, this ordinance temporarily modifies the authorized number of positions in the ranks of Sergeant and Detective positions until a Sergeant's promotional exam is conducted, and this amendment is consistent with the FY 20-21 Adopted Budget.

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

I.

The civil service classifications and number of positions in each classification in the Police Department shall be approved as follows:

<u>Classification</u>	<u>Effective</u> <u>10/01/2021</u>	<u>Effective</u> <u>11/22/2021</u>
1. Assistant Police Chief	1	1
2. Captain	3	3
3. Lieutenant	5	5
4. Sergeant	19	18
5. Detective	16	17
6. Police Officer	104	104
Totals	148	148

The classification of Assistant Police Chief is the rank/classification immediately below the Police Chief/Department Head. As such, that position is established by the City Council and will remain a position to which the Department Head may appoint the occupant, in accordance with §143.014 of the Texas Local Government Code. The Police Chief/Department Head position is not included in the positions listed above.

II.

Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

III.

Repealer: 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 ordained herein.

IV.

It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

V.

This ordinance shall take effect upon the second and final reading, signatures required by City Charter, and filing with the City Secretary's Office.

PASSED AND APPROVED: First reading this 8th day of November, 2021.

PASSED AND APPROVED: Second reading this 22nd day of November, 2021.

CITY OF NEW BRAUNFELS, TEXAS

Rusty Brockman, Mayor

ATTEST:

Caitlin Krobot, City Secretary

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

11/8/2021

Agenda Item No. J)

PRESENTER:

Christopher J. Looney, AICP; Planning and Development Services Director

SUBJECT:

Approval of the second and final reading of an ordinance regarding the proposed rezoning of approximately 5.35 acres out of the A. M. Esnaurizar Survey, addressed at 850 State Highway 46 South, from "M-1 AH" Light Industrial District - Airport Hazard Overlay to "ZH-A AH" Zero Lot Line Home District - Airport Hazard Overlay.

DEPARTMENT: Planning and Development Services**COUNCIL DISTRICTS IMPACTED:** Council District 5**BACKGROUND INFORMATION:**

Case No.: PZ21-0313

Applicant: James Ingalls, P.E.
INK Civil
2021 SH 46 W, Suite 105
New Braunfels, TX 78132
(830) 358-7127 plats@ink-civil.com

Owner: Randy Harris
850 SH 46 South
New Braunfels, TX 78130
Randyharris66@icloud.com

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

City Council held a public hearing on October 25, 2021 and unanimously approved the first reading of this requested rezoning ordinance. (7-0-0)

The subject property is a portion of two undeveloped, unplatted tracts of land between State Highway 46 South and the Guadalupe River. Most of the 26-acre property was rezoned from R-2 to ZH-A Zero Lot Line Home District in 2019. This remaining portion, approximately 5.3 acres, is currently zoned M-1 AH, Light Industrial District with Airport Hazard Overlay for building height. The property is located within the Conical Zone and at this distance from the airport, zoning height limitations are more restrictive so the overlay will not affect future development.

The applicant is requesting ZH-A Zero Lot Line Home District as the base zoning. The AH Airport Hazard Overlay will remain in place.

Surrounding Zoning and Land Use:

North - M-1/ Commercial, Light Industrial

South - ZH-A/ Undeveloped

East - R-2A/ Single and two-family residences

West - R-2A / Two-family residences

ISSUE:

The applicant is requesting ZH-A zoning for consistency with the rest of his property. ZH-A allows single-family development on lots that are a minimum of 40 feet wide and 100 feet deep, with a minimum lot area of 4,000 square feet. Garden or patio homes are permitted with a “zero” foot side setback on one side and 10-foot on the other (subject to IRC Building Code standards); residential structures with traditional 5-foot side setbacks on both sides are also allowed.

The subject property is set back almost 800 feet from Highway 46 and has no public street frontage. It is currently accessed by a private drive from Highway 46. As part of implementing the City’s Thoroughfare Plan, when the total 26 acre property is platted, a new segment of Lake Front Avenue will be constructed across the subject property between Misty Acres and Rivertree Subdivisions. Multiple access points to the property would then be available from Highway 46 via Rivertree Drive, Misty Acres Drive, or Freiheit Road.

The proposed rezoning is consistent with the following actions from Envision New Braunfels:

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

Future Land Use Plan: The subject property is located in the Dunlap Sub-Area, along a river recreational corridor, and in close proximity to market and future employment centers.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Committee Recommendation:

Planning Commission held a public hearing on October 6, 2021 and unanimously recommended approval of the request. (7-0-0 with Commissioners Gibson and Nolte absent)

Staff Recommendation:

Approval. The requested ZH-A zoning is consistent with development trends in the area and is supported by the Envision New Braunfels Comprehensive Plan.

Mailed notification pursuant to state statute:

Public hearing notices were sent to owners of 88 properties within 200 feet of the request. The City received one response in favor (#37) and 12 in objection (#19, 20, 33, 34, 36, 52, 61, 67, 68, 69, 75, 77) representing 11% of the notification area.

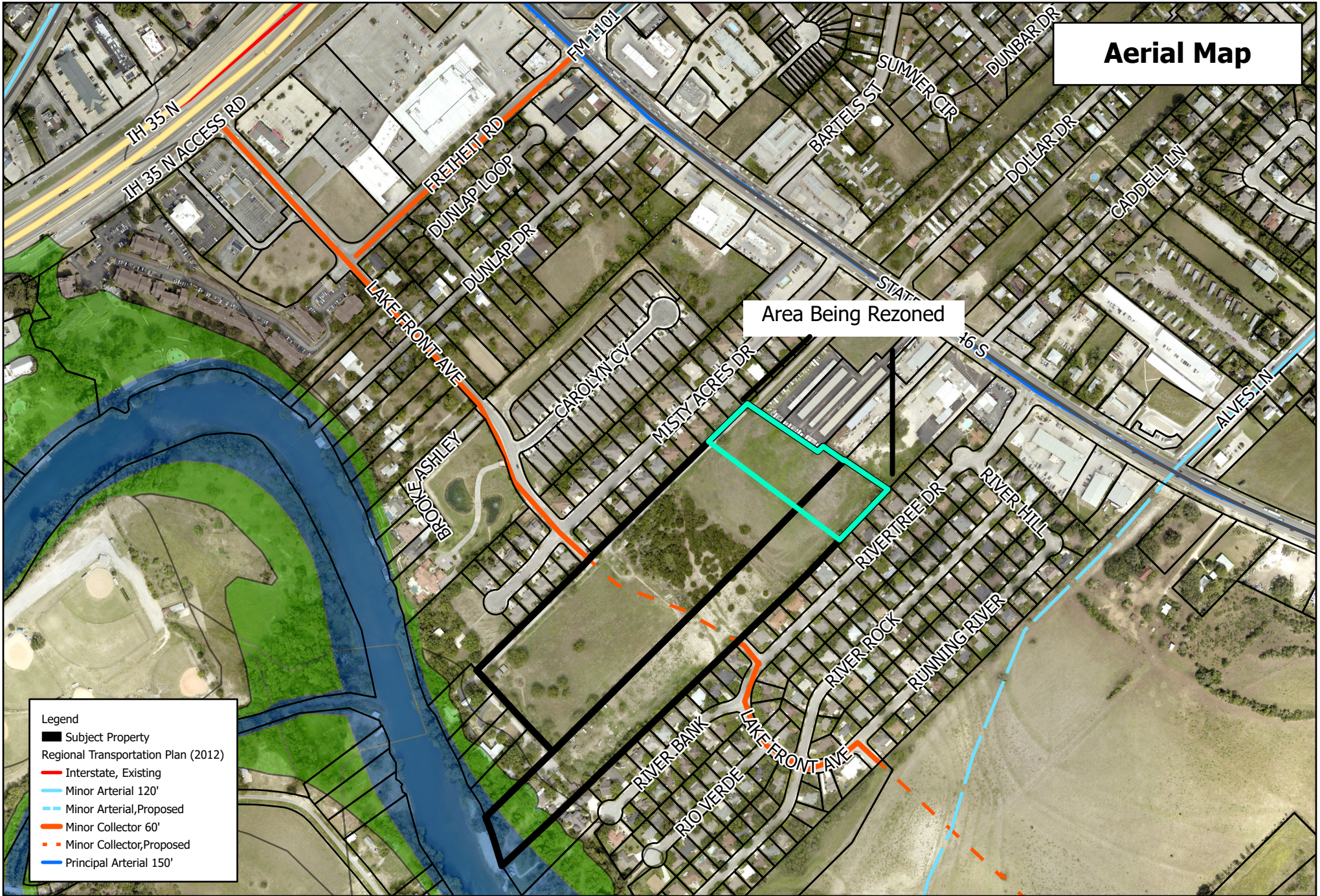
Resource Links:

Section 144-3.4-9. ZH-A Zero Lot Line Home District

[Sec. 144-3.4. - Zoning districts and regulations for property zoned subsequent to June 22, 1987. | Code of Ordinances | New Braunfels, TX | Municode Library](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?nodeId=PTIICOOR_CH144ZO_ARTIIIIZODI_S144-3.4ZODIREPRZOSUJU221987)
<https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?nodeId=PTIICOOR_CH144ZO_ARTIIIIZODI_S144-3.4ZODIREPRZOSUJU221987>

Attachments:

1. Aerial Map
2. Land Use Maps (Zoning, Existing, Future Land Use, Airport Overlay)
3. District Comparison Chart
4. TIA Worksheet
5. Notification Responses
6. Draft Minutes from Planning Commission
7. Ordinance



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

Barber/beauty college (barber or cosmetology school or college)	P	
Barber/beauty shop, haircutting (non-college)	P	
Barns and farm equipment storage (related to agricultural uses)	P	P
Battery charging station	P	
Bed and breakfast inn (see section 144-5.6)		
Bicycle sales and/or repair	P	
Billiard/pool facility	P	
Bingo facility	P	
Bio-medical facilities	P	
Blacksmith or wagon shops	P	
Blooming or rolling mills		
Boarding house/lodging house		
Book binding	P	
Book store	P	
Bottling or distribution plants (milk)	P	
Bottling works	P	
Bowling alley/center (see section 144-5.13)	P	
Breweries/distilleries and manufacture of alcohol and alcoholic beverages		
Broadcast station (with tower) (see section 144-5.7)	P	
Bulk storage of gasoline, petroleum products, liquefied petroleum and flammable liquids (see section 5.27)		
Bus barns or lots	P	
Bus passenger stations	P	
Cabin or cottage (rental)		
Cabin or cottage (rental for more than 30 days)		
Cafeteria/cafe/delicatessen	P	
Campers' supplies	P	
Campgrounds		
Canning/preserving factories		
Car wash (self-service; automated)	P	
Car wash, full service (detail shop)	P	
Carpenter, cabinet, or pattern shops	P	
Carpet cleaning establishments	P	
Caterer	P	
Cement, lime, gypsum or plaster of Paris manufacture		
Cemetery and/or mausoleum	P	
Check cashing service	P	
Chemical laboratories (e.g., ammonia, bleaching powder)		
Chemical laboratories (not producing noxious fumes or odors)	P	
Child day care/children's nursery (business)		
Church/place of religious assembly	P	P
Cider mills		
Civic/conference center and facilities	P	
Cleaning, pressing and dyeing (non-explosive fluids used)	P	
Clinic (dental)	P	
Clinic (emergency care)	P	
Clinic (medical)	P	

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

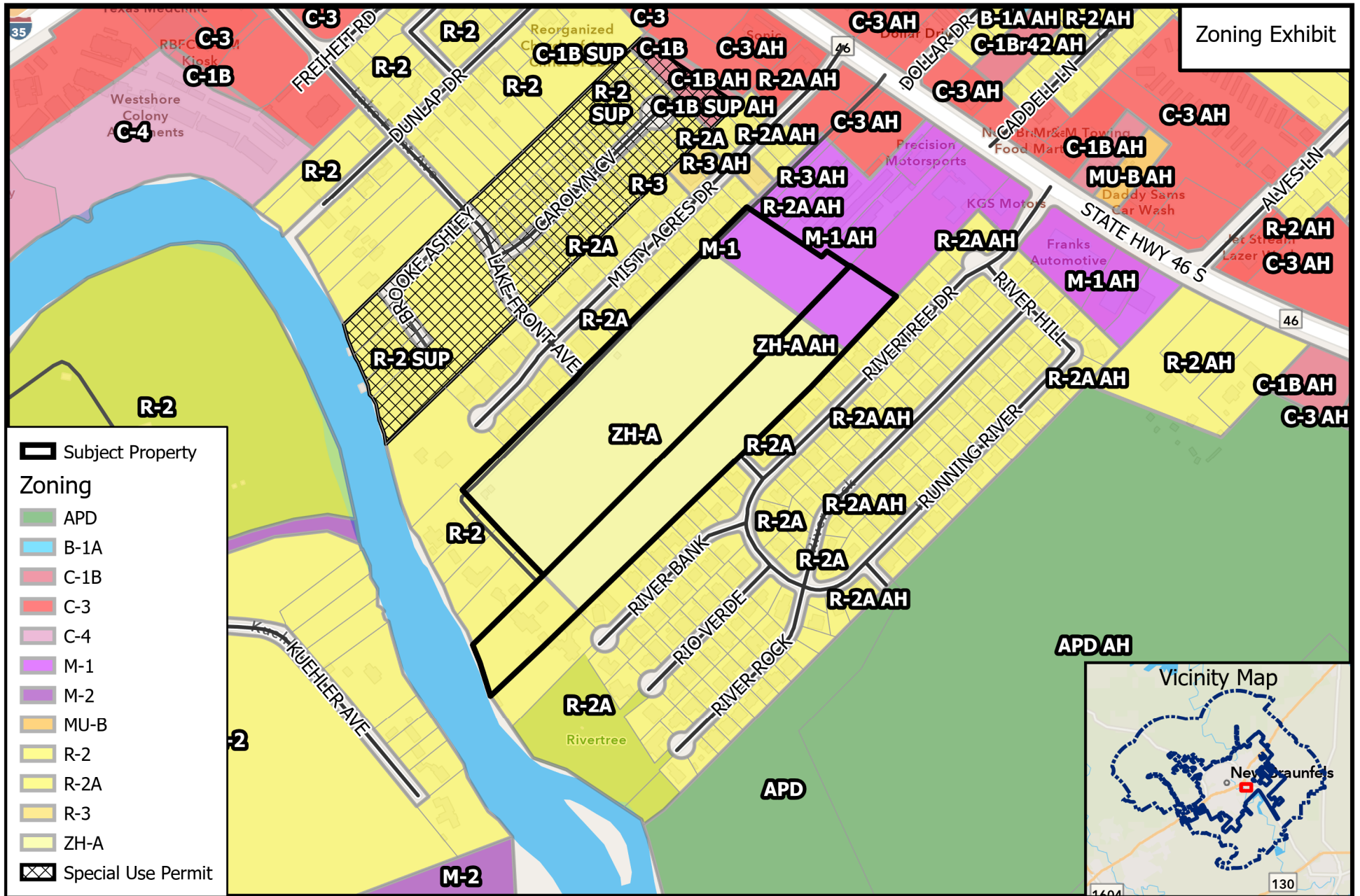
Farms, general (livestock/ranch) (see chapter 6 and section 144-5.9)	P	P
Feed and grain store	P	
Fertilizer manufacture and storage		
Filling station (gasoline tanks must be below the ground)	P	
Florist	P	
Flour mills, feed mills, and grain processing	P	
Food or grocery store with gasoline sales	P	
Food or grocery store without gasoline sales	P	
Food processing (no outside public consumption)	P	
Forge (hand)	P	
Forge (power)	P	
Fraternal organization/civic club (private club)	P	
Freight terminal, rail/truck (when any storage of freight is wholly outside an enclosed building)	P	
Freight terminal, truck (all storage of freight in an enclosed building)	P	
Frozen food storage for individual or family use	P	
Funeral home/mortuary	P	
Furniture manufacture	P	
Furniture sales (indoor)	P	
Galvanizing works	P	
Garbage, offal or dead animal reduction or dumping		
Garden shops and greenhouses	P	
Gas manufacture		
Gas or oil wells		
Golf course (public or private)	P	P
Golf course (miniature)	P	
Government building or use with no outside storage (outside storage allowed in M-2 and M-2A)	P	P
Grain elevator	P	
Greenhouse (commercial)	P	
Handicraft shop	P	
Hardware store	P	
Hay, grain, and/or feed sales (wholesale)		
Health club (physical fitness; indoors only)	P	
Heating and air-conditioning sales/services	P	
Heavy load (farm) vehicle sales/repair (see section 144-5.14)	P	
Heavy manufacturing		
Heliport	P	
Hides/skins (tanning)		
Home occupation (see section 144-5.5)		P
Home repair and yard equipment retail and rental outlets	P	
Hospice		
Hospital, general (acute care/chronic care)	P	
Hospital, rehabilitation	P	
Hotel/motel	P	
Hotels/motels—Extended stay (residence hotels)		
Ice delivery stations (for storage and sale of ice at retail only)	P	

Ice plants	P	
Indoor or covered sports facility		
Industrial laundries	P	
Iron and steel manufacture		
Junkyards, including storage, sorting, baling or processing of rags		
Kiosk (providing a retail service)	P	
Laboratory equipment manufacturing	P	
Laundromat and laundry pickup stations	P	
Laundry, commercial (without self-serve)	P	
Laundry/dry cleaning (drop off/pick up)	P	
Laundry/washateria (self-serve)	P	
Lawnmower sales and/or repair	P	
Leather products manufacturing	P	
Light manufacturing	P	
Limousine/taxi service	P	
Livestock sales/auction		
Locksmith	P	
Lumber mill		
Lumberyard (see section 144-5.15)	P	
Lumberyard or building material sales (see section 144-5.15)	P	
Machine shop	P	
Maintenance/janitorial service	P	
Major appliance sales (indoor)	P	
Manufacture of carbon batteries		
Manufacture of paint, lacquer, oil, turpentine, varnish, enamel, etc.		
Manufacture of rubber, glucose, or dextrin		
Manufactured home—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home park—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home subdivision—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home sales	P	
Manufacturing and processes	P	
Manufacturing processes not listed		
Market (public, flea)	P	
Martial arts school	P	
Meat or fish packing/storage plants		
Medical supplies and equipment	P	
Metal fabrication shop	P	
Micro brewery (onsite mfg. and/or sales)	P	
Mini-warehouse/self-storage units (no boat and RV storage permitted)	P	
Mini-warehouse/self-storage units with outside boat and RV storage	P	
Monument, gravestone, or marble works (manufacture)		
Motion picture studio, commercial film	P	
Motion picture theater (indoors)	P	
Motion picture theater (outdoors, drive-in)	P	

Motorcycle dealer (primarily new/repair)	P	
Moving storage company	P	
Moving, transfer, or storage plant	P	
Multifamily (apartments/condominiums)		
Museum	P	
Natural resource extraction and mining		
Needlework shop	P	
Nonbulk storage of gasoline, petroleum products and liquefied petroleum	P	
Nursing/convalescent home/sanitarium		
Offices, brokerage services	P	
Offices, business or professional	P	
Offices, computer programming and data processing	P	
Offices, consulting	P	
Offices, engineering, architecture, surveying or similar	P	
Offices, health services	P	
Offices, insurance agency	P	
Offices, legal services, including court reporting	P	
Offices, medical offices	P	
Offices, real estate	P	
Offices, security/commodity brokers, dealers, exchanges and financial services	P	
Oil compounding and barreling plants		
One-family dwelling, detached		
Outside storage (as primary use)	P	
Paint manufacturing		
Paper or pulp manufacture		
Park and/or playground (private and public)	P	P
Parking lots (for passenger car only) (not as incidental to the main use)	P	
Parking structure/public garage	P	
Pawn shop	P	
Personal watercraft sales (primarily new/repair)	P	
Pet shop/supplies (less than 10,000 sq. ft.)	P	
Pet store (over 10,000 sq. ft.)	P	
Petroleum or its products (refining of)		
Photo engraving plant	P	
Photographic printing/duplicating/copy shop or printing shop	P	
Photographic studio (no sale of cameras or supplies)	P	
Photographic supply	P	
Plant nursery (no retail sales on site)	P	
Plant nursery (retail sales/outdoor storage)	P	
Plastic products molding/reshaping	P	
Plumbing shop	P	
Portable building sales	P	
Poultry killing or dressing for commercial purposes	P	
Propane sales (retail)	P	
Public recreation/services building for public park/playground areas	P	

Publishing/printing company (e.g., newspaper)	P	
Quick lube/oil change/minor inspection	P	
Radio/television shop, electronics, computer repair	P	
Railroad roundhouses or shops		
Rappelling facilities	P	
Recreation buildings (private)	P	
Recreation buildings (public)	P	P
Recycling kiosk	P	
Refreshment/beverage stand	P	
Rental or occupancy for less than one month (see section 144-5.17)		
Research lab (non-hazardous)	P	
Residential use in buildings with non-residential uses permitted in the district		
Restaurant/prepared food sales	P	
Restaurant with drive-through service	P	
Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less)	P	
Retail store and shopping center with drive-through service (50,000 sq. ft. bldg. or less)	P	
Retail store and shopping center (more than 50,000 sq. ft. bldg.)	P	
Retirement home/home for the aged		
Rock crushers and rock quarries		
Rodeo grounds	P	
RV park		
RV/travel trailer sales	P	
Sand/gravel sales (storage or sales)		
School, K-12 public or private	P	P
School, vocational (business/commercial trade)	P	
Security monitoring company (no outside storage or installation)	P	
Security systems installation company	P	
Sexually oriented business (see chapter 18)		
Sheet metal shop	P	
Shoe repair shops	P	
Shooting gallery—Indoor (see section 144-5.13)	P	
Shooting range—Outdoor (see section 144-5.13)		
Shopping center	P	
Sign manufacturing/painting plant	P	
Single-family industrialized home (see section 144-5.8)		P
Smelting of tin, copper, zinc or iron ores		
Specialty shops in support of project guests and tourists	P	
Stables (as a business) (see chapter 6)		
Stables (private, accessory use) (see chapter 6)		
Steel furnaces		
Stockyards or slaughtering		
Stone/clay/glass manufacturing	P	
Storage—Exterior storage for boats and recreational vehicles	P	
Storage in bulk	P	
Structural iron or pipe works		

Studio for radio or television, without tower (see zoning district for tower authorization)	P	
Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.)	P	
Sugar refineries		
Tailor shop (see home occupation)	P	
Tar distillation or manufacture		
Tattoo or body piercing studio	P	
Taxidermist	P	
Telecommunications towers/antennas (see section 144-5.7)		
Telemarketing agency	P	
Telephone exchange buildings (office only)	P	
Tennis court (commercial)	P	
Theater (non-motion picture; live drama)	P	
Tire sales (outdoors)	P	
Tool rental	P	
Townhouse (attached)		
Transfer station (refuse/pick-up)	P	
Travel agency	P	
Truck or transit terminal	P	
Truck stop		
Tuber entrance and takeout facilities (see section 144-5.13)		
University or college (public or private)	P	
Upholstery shop (non-auto)	P	
Used or second hand merchandise/furniture store	P	
Vacuum cleaner sales and repair	P	
Vehicle storage facility		
Veterinary hospital (no outside animal runs or kennels)	P	
Veterinary hospital (with outdoor animal runs or kennels that may not be used between the hours of 9:00 p.m. and 7:00 a.m.)	P	
Video rental/sales	P	
Warehouse/office and storage/distribution center	P	
Waterfront amusement facilities—Berthing facilities sales and rentals	P	
Waterfront amusement facilities—Boat fuel storage/dispensing facilities	P	
Waterfront amusement facilities—Boat landing piers/launching ramps	P	
Waterfront amusement facilities—Swimming/wading pools/bathhouses	P	
Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system	P	P
Welding shop	P	
Wholesale sales offices and sample rooms	P	
Wire or rod mills		
Wood distillation plants (charcoal, tar, turpentine, etc.)		
Woodworking shop (ornamental)	P	
Wool scouring		
Zero lot line/patio homes		P

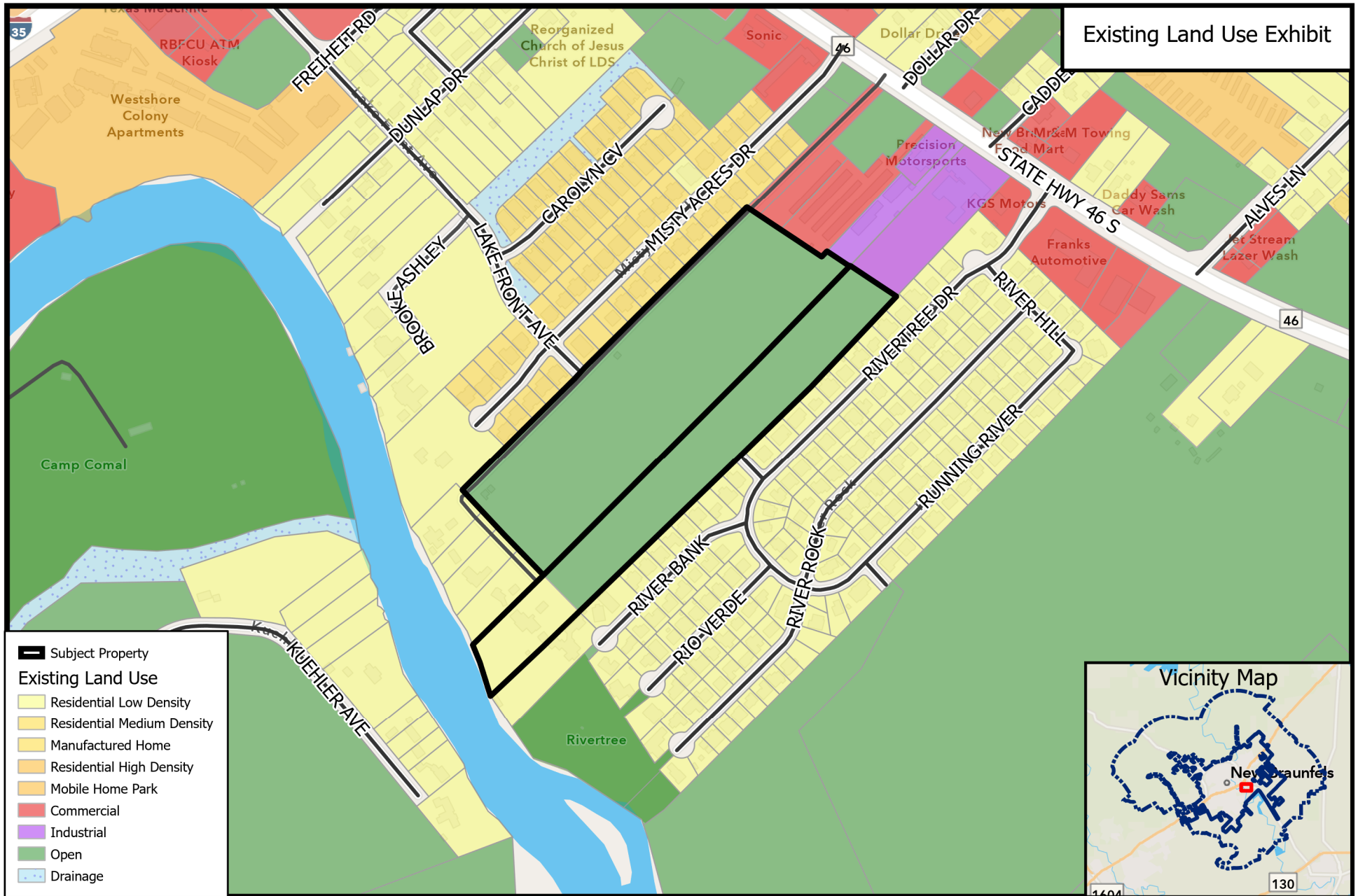


PZ21-0313
M-1 to ZH-A

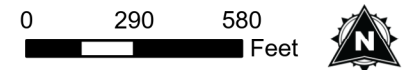


Source: City of New Braunfels Planning
 Date: 9/17/2021

DISCLAIMER: This map and information contained in it were developed for use by the City of New Braunfels. Any use or reliance on this map by else is at that party's risk and without liability to the City of New Braunfels or its officials or employees for any discrepancies, errors, or variances which may exist.



PZ21-0313
M-1 to ZH-A



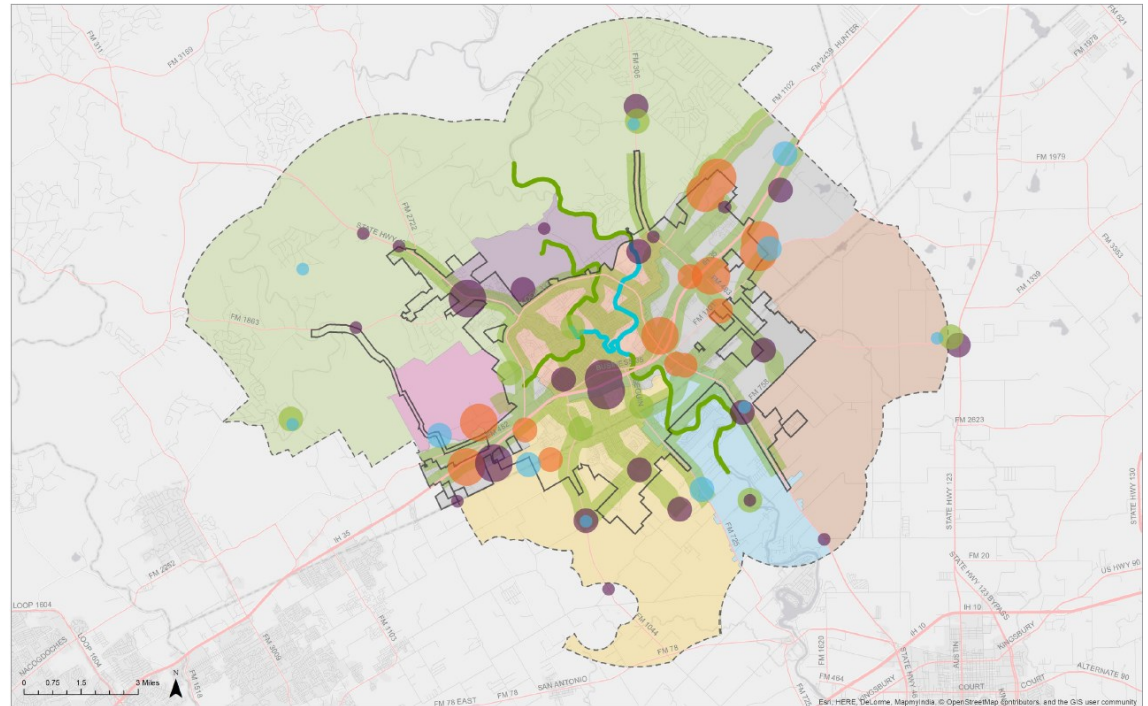


Envision New Braunfels

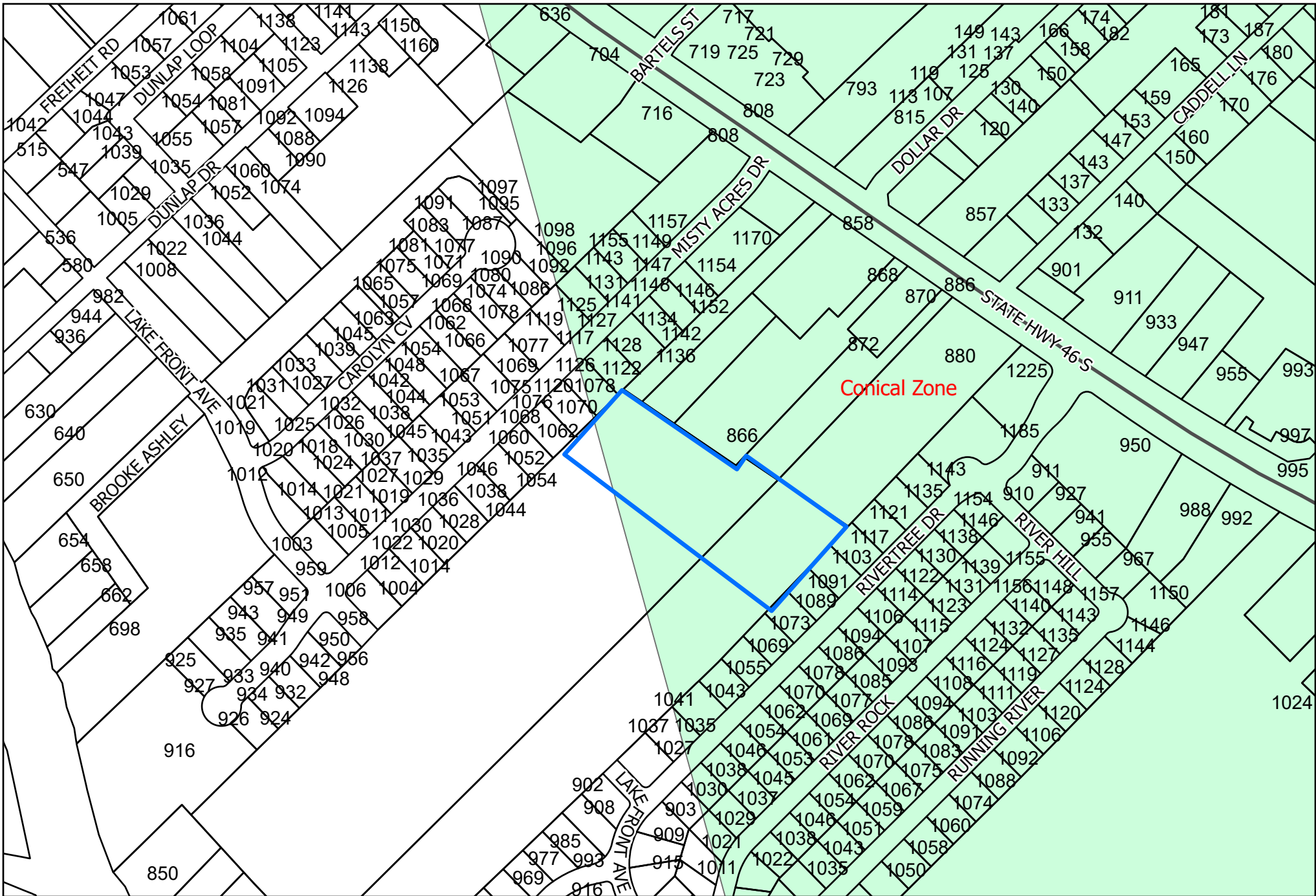
A SPECIAL PLACE BY DESIGN

- ◆ Located in the Dunlap Sub-Area
- ◆ Near existing Market and Employment Centers
- ◆ Near a River Recreational Corridor

Future Land Use Map



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



CITY OF NEW BRAUNFELS TRAFFIC IMPACT ANALYSIS (TIA) WORKSHEET

Complete this worksheet as a requirement for zoning, master plan, plat and permit as specified in City of New Braunfels Code of Ordinances Sections 114-99 and 118-46.

Note: The Code provides the minimum information for a TIA report and it is recommended that a scoping meeting be scheduled with the Engineering Division.

Section 1: General Information

General Information													
Project Name:										Date:			
Subdivision Plat Name:						Project Address/Location:							
Location?		<input type="checkbox"/> City of New Braunfels		<input type="checkbox"/> New Braunfels ETJ		<input type="checkbox"/> Comal County		<input type="checkbox"/> Guadalupe County					
Owner Name:						Owner Email:							
Owner Address:						Owner Phone:							
Preparer Company:													
Preparer Name:						Preparer Email:							
Preparer Address:						Preparer Phone:							
TIA Report scoping meeting with City Engineering Division staff?						<input type="checkbox"/> Yes. Date:		<input type="checkbox"/> No.		TIA Worksheet/Report approved with previous zoning, plan, plat or permit?		<input type="checkbox"/> No. Complete Page 1 only. <input type="checkbox"/> Yes. Complete Pages 1 and 2.	
Application Type or Reason for TIA Worksheet/Report													
<input type="checkbox"/> Zoning/Concept Plan/Detail Plan <input type="checkbox"/> Master Plan <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Permit <input type="checkbox"/> Other													
TIA Submittal Type (A TIA Worksheet is required with all zoning, plan, plat and permit applications)													
<input type="checkbox"/> TIA Worksheet Only (100 peak hour trips or less)						<input type="checkbox"/> Level 1 TIA Report (101-500 peak hour trips)							
<input type="checkbox"/> TIA Worksheet Only – Previous TIA Report Approved						<input type="checkbox"/> Level 2 TIA Report (501-1,000 peak hour trips)							
<input type="checkbox"/> TIA Worksheet Only – Previous TIA Report not required (supporting documentation may be required)						<input type="checkbox"/> Level 3 TIA Report (1,001 or more peak hour trips)							

Section 2: Proposed Land Use and Trip Information for Application

Unit	Land Use	ITE Code ¹	ITE Unit ²	Est. Project Units	Critical Peak Hour	AM Peak Hour Rate	PM Peak Hour Rate	WKND Peak Hour Rate	Daily Trip Rate	AM Peak Hour Trips	PM Peak Hour Trips	WKND Peak Hour Trips	Daily Trips
<i>Total from additional tabulation sheet (if necessary):</i>													
Total:													

¹Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition or most recent; ²E.g., Dwelling Units, Acres, Employees, KSF, etc.

Internal Use Only	Reviewed by:			Date:
	<input type="checkbox"/> TIA Worksheet is acceptable.	<input type="checkbox"/> TIA Worksheet requires corrections.	<input type="checkbox"/> TIA Report required.	<input type="checkbox"/> TIA Report not required.

Approved TIA Worksheet/Report				
Project Name:				
Preparer Company:		Preparer Name:		Date:
Type:	<input type="checkbox"/> TIA Worksheet Only	<input type="checkbox"/> Level 1 TIA Report	<input type="checkbox"/> Level 2 TIA Report	<input type="checkbox"/> Level 3 TIA Report
Approved with:	<input type="checkbox"/> Zoning/Concept Plan/Detail Plan	<input type="checkbox"/> Master Plan	<input type="checkbox"/> Plat	<input type="checkbox"/> Permit <input type="checkbox"/> Other

Unit	Land Use	Status ³	ITE Code ¹	ITE Unit ²	Est. Project Units	Critical Peak Hour	AM Peak Hour Rate	PM Peak Hour Rate	WKND Peak Hour Rate	Daily Trip Rate	AM Peak Hour Trips	PM Peak Hour Trips	WKND Peak Hour Trips	Daily Trips
Total from additional tabulation sheet (if necessary):														
Total:														

³Specify current *approved* status of unit: PLAN – Zoning/Concept Plan/Detail Plan/Master Plan, PP – Preliminary Plat, FP – Final Plat, P – Permit, C – Completed, A – With this Application (current)

Approved TIA Conformance	AM Peak Hour Trips	PM Peak Hour Trips	WKD Peak Hour Trips	Daily Trips
Approved development total:				
Updated development total:				
Difference development total:				
New TIA Report Required?				
Increase in Peak Hour Trips over 100?		<input type="checkbox"/> Yes. New TIA Report required to be approved prior to approval. <input type="checkbox"/> No.		

Mitigation Measures	Unit
1.	
2.	
3.	
4.	

PLANNING COMMISSION – OCTOBER 6, 2021 – 6:00PM

Applicant/Owner: Randy Harris

Address/Location: 850 State Hwy 46 S

PROPOSED REZONING – CASE #PZ21-0313

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 bolded.

- | | |
|---|--|
| 1. CALLIHAN JUDITH A LIVING TRUST | 45. MCDONALD PETER J & CHRISTINE S |
| 2. MILES PROPERTY DEVELOPMENT LLC | 46. VASQUEZ MAURO J |
| 3. DODO BIRD LLC | 47. DIESEL AMANDA K & GERALD R ALLEN III |
| 4. SABARATHINAM ABHILASH | 48. SCHUMANN JOANNE H |
| 5. MILLER RALPH B III & CAREY L | 49. MAZY JEFFREY S & NANCY E |
| 6. QUINONES AMADEO & CANDELARIA | 50. LYSEK KYRI B & LUCAS |
| 7. TAYS HERBERT C | 51. PATEL BIPIN M & CHAMPA B |
| 8. CADEAU JOELLE ET AL | 52. SCHWEINSBERG RICHARD L & LAURIE A |
| 9. KARE FAMILY TRUST | 53. LEEZER MELANIE S IRREVOCABLE TRUST |
| 10. LEUNG EUGENE M & LISA | 54. GRAHAM RONALD I |
| 11. LAWRENCE WILLIAM E ET AL | 55. ASHER JOEY LEE |
| 12. IRWIN CAROL L & ROY C | 56. TINDALL JEFFREY ED |
| 13. GUNTI SWETHA | 57. SLIGER BRYAN |
| 14. GONZALEZ JM LIVING TRUST | 58. ADAMS MANDY |
| 15. SCAFF JORDAN T ET AL | 59. HEFFELFINGER STEVEN V & ANN E |
| 16. WARNER ROBERT E IRRVCBL TRST | 60. PORTER DAVID R & AMY M |
| 17. STIRM FAMILY LIVING TRUST | 61. THIRD EYE PROPERTIES LLC |
| 18. TRAUGOTT ELIZABETH A & DAVID G | 62. R & H PROPERTIES LLC |
| 19. JONAS DARRELL J & MAUREEN | 63. YANEZ MAURILIO & THIPWANEE M |
| 20. JONAS DONALD DWAYNE | 64. MCDONALD JAMES L JR & KAY L |
| 21. SOLIS GEORGE & ANGIE R | 65. SHEPHERD INTERESTS INC |
| 22. HILL SHERRY L | 66. VAUGHN MITCHELL W |
| 23. NIETO RICARDO | 67. DIERS BRIAN T & DANIELLE |
| 24. CBP TRUST | 68. FAUST BRENADETTE G & RONALD D |
| 25. 1333 ENTERPRISES LLC | 69. LINK KENNETH A & TRACY L |
| 26. MUNIZ ALBERTO & BRIDGET Y T | 70. HARPER JAKIN |
| 27. RANDALL FAMILY RVCBL LVNG TRST | 71. LANGENHAHN DEBORAH LYNN |
| 28. BROOK & MARSHALL INC | 72. PV NEW BRAUNFELS LLC |
| 29. PATTON MONTY S & JO ANN | 73. HARRISON LESLIE D JR & LACI B |
| 30. ANDREW WILLIAM M & CAROLL W | 74. HELLER LANCE |
| 31. SCHMIDT L FANI | 75. BRITSCH KAREN S & CHARLIE |
| 32. GALVAN REBECCA | 76. CHIARA STEVEN S ET AL |
| 33. SMITH GLENN E & KAREN S | 77. BROOKS JOHN & KARIN |
| 34. FRAZIER HEIDI L | 78. GARLAND THEODORE H & JACQUILIN |
| 35. MIDDLETON BRIGITTE Y & LORRAN RODRIGUEZ | 79. ROTZLER KENNETH W & CYNTHIA A |
| 36. HUGDAHL REBECCA LVNG TRST 5-19-2021 | 80. WILLIAMS JOHN S |
| 37. HEULITT RONALD W | 81. CHAVEZ ALEJANDRO |
| 38. RENKEN GARRETT | 82. PRINGLE BRANTLEY R JR & SUZANNE |
| 39. HARDY CECILIA D | 83. VJT 401K TRUST |
| 40. CONCIENNE LAUREN N & MASON E MUELLER | 84. JHJ TX LLC |
| 41. BOENING ETHAN R | 85. ROSAS JOSE M & CRISTAL M CABRERA |
| 42. STUDDARD WESLEY R | 86. DUNLAP 1 LLC |
| 43. NAGEL O CARL III & CARLA J | 87. PROPERTY OWNER |
| 44. GUERRERO SANTIAGO & GRACE | 88. RIVERTREE PROP OWNERS ASSOC INC |

SEE MAP



Darrell J. & Maureen Jonas
4661 Spring Fork Dr.,
Corpus Christi, TX 78413

Property number on map: 19

I object because ZH-A allows industrialized housing and small lot sizes which I believe would have a negative impact on property values and standard of living and would exacerbate already existing traffic problems.

Darrell Jonas

YOUR OPINION MATTERS - DETACH AND RETURN

Case: #PZ21-0313 (850 SH46S - hm)

Name: DONALD JONAS

I favor: _____

Address: 4517 RIDGE NORTH RD, FORT WORTH

Property number on map: 20 76126

I object: ☒

(State reason for objection)

Comments: (Use additional sheets if necessary)

ZH-A ALLOWS INDUSTRIALIZED HOUSING AND SMALL LOT SIZES, WHICH I BELIEVE WOULD HAVE A NEGATIVE IMPACT ON PROPERTY VALUES AND STANDARD OF LIVING. THIS WOULD ALSO EXACERBATE EXISTING TRAFFIC PROBLEMS.

Signature: Donald D. Jonas

YOUR OPINION MATTERS - DETACH AND RETURN

Case: #PZ21-0313 (850 SH46S - hm)

Name: Karen Smith

Address: 1062 Rivertree Dr.

Property number on map: #33

I favor: _____

I object: ☒

(State reason for objection)

Comments: (Use additional sheets if necessary)

Signature: Karen Smith

RECEIVED

OCT 06 2021

BY: [Signature]

Case: #PZ21-0313 (850 SH46S - hm)

Name: Heidi FrazierAddress: 1070 Rivertree DrProperty number on map: 34

Comments: (Use additional sheets if necessary)

Safety concerns over massive increase of non home owner traffic to avoid lights. No sidewalks in neighborhood. 30 yr neighborhood would be changed forever.

Signature: Heidi Frazier

I favor: _____

I object: X

(State reason for objection)

RECEIVED

OCT 06 2021

BY: ll

YOUR OPINION MATTERS - DETACH AND RETURN

Case: #PZ21-0313 (850 SH46S - hm)

Name: Rebecca HugdahlAddress: 1086 Rivertree Dr.Property number on map: 36

Comments: (Use additional sheets if necessary)

Signature: Rebecca Hugdahl

I favor: _____

I object: X

(State reason for objection)

increased traffic
No sidewalks, difficult to get mail

RECEIVED

OCT 06 2021

BY: ll

Holly,

I am writing in response to a notification letter I received concerning the Case number listed. According to the map provided my lot number is 37 but I do own 2 adjacent lots so not sure if I get one vote or 2 on this matter. I object to the proposed zoning change based on 2 factors. First of all a change to Zero-lot line homes will cause more structures in an already limited space and will create a drainage issue to worsen when we already have issues in heavy rains. My second concern is with the proposed extension of Lakefront Drive into the Rivertree subdivision will cause a dangerous increase in traffic. We have no sidewalks and narrow streets (street parking is not restricted) and a lot of kids walking to and from bus stops and to our pool/tennis court area on Rivertree Drive. In addition this will increase traffic at the intersection of Rivertree Drive and Hwy. 46. This is already a very dangerous intersection and an increase of traffic will result in a deadly incident. I have owned my home in Rivertree since 1995 and know this street very well.

Thank you for your time and consideration.

Ronald Heulitt

1094/1106 Rivertree Drive
New Braunfels TX 78130

#37

Response was verbally changed by telephone at 1:10pm 10/6/21. Email confirmation was requested

YOUR OPINION MATTERS - DETACH AND RETURN

116

Case: #PZ21-0313 (850 SH46S - hm)

Name: Richard Schweinsberg

Address: 1143 Rivertree Dr

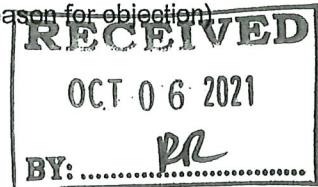
Property number on map: 52

Comments: (Use additional sheets if necessary)

I favor: _____

I object: X

(State reason for objection)



Signature: X Richard L. Schweinsberg

YOUR OPINION MATTERS - DETACH AND RETURN

Case: #PZ21-0313 (850 SH46S - hm)

Name: THIRD EYE PROPERTIES LLC

Address: 1117 RIVERTREE DR, N.B.

Property number on map: 61

Comments: (Use additional sheets if necessary)

I strongly feel this rezoning will affect the safety & value of my property and subdivision

Signature: Jodi Flanagan JODI FLANAGAN
PRESIDENT
1ST OCT 2021

I favor: _____

I object: X

(State reason for objection)

YOUR OPINION MATTERS - DETACH AND RETURN

Case: #PZ21-0313 (850 SH46S - hm)

Name: Brian T Dicks

Address: 977 River Bank NEX 78138

Property number on map: 67

Comments: (Use additional sheets if necessary)

Signature: [Signature]

I favor: _____

I object: ✓

(State reason for objection)

Small lots
duplex
2 family homes
No privacy

YOUR OPINION MATTERS - DETACH AND RETURN

Case: #PZ21-0313 (850 SH46S - hm)

Name: Brenadette FaustAddress: 985 River BankProperty number on map: 68

Comments: (Use additional sheets if necessary)

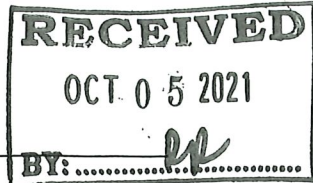
Current and planned traffic infrastructure does not support additional through traffic that will be created by this rezoning and is in opposition to future growth plans in the city's comprehensive plan.

Signature: Brenadette Faust

I favor: _____

I object: ✓

(State reason for objection)



YOUR OPINION MATTERS - DETACH AND RETURN

Case: #PZ21-0313 (850 SH46S - hm)

Name: KAREN E. CHACK BRITISHAddress: 908 Lakefront Ave NB TX 78130Property number on map: 75

Comments: (Use additional sheets if necessary)

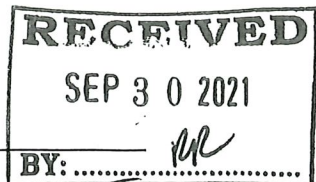
Too Many Homes in the Area. Roads for Development will need to be changed for ingress, Egress. Zero lot line

Signature: [signature]

I favor: _____

I object: ✓

(State reason for objection)



YOUR OPINION MATTERS - DETACH AND RETURN

Case: #PZ21-0313 (850 SH46S - hm)

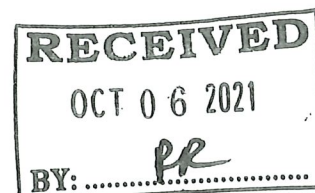
Name: John BrooksAddress: 911 River BankProperty number on map: 77

Comments: (Use additional sheets if necessary)

I favor: _____

I object: X

(State reason for objection)

Signature: [signature]

Ken & Tracy Link

993 River Bank

New Braunfels, TX 78130

Map Property #69

Reasons for objection:

1. Destruction of wildlife habitat – that land is home to several species of animals – birds, deer, raccoons, foxes, turkeys, and coyotes. Building on that land will certainly drive those animals away, since they are surrounded already many will likely be pushed toward Hwy 46 only to get run over.
2. Traffic – New Braunfels has out grown Hwy 46 years ago. Even at our traffic light, the number of vehicles that run that light is staggering. Crossing at Misty Acres to go west bound would certainly lead to many additional accidents or worse. If the thought of putting up a traffic light at Misty Acres is in that plan that will only double the number of red lights that are disregarded. Because of the short light cycle in our neighborhood and having to wait at a green light to make sure all vehicles actually stopping, there is only enough time for 3-4 cars to enter 46. The additional traffic would certainly cause homeowners to wait 2 and maybe 3 (during the summer) cycles before getting to enter 46. During summer months, when 46 is backed up 2 miles from IH35, it would be impossible to try and cross safely from Misty Acres with the additional traffic. Many of the tourists do not yield on a red light at the Rivertree light and block the intersection which makes it sometimes impossible to enter 46 on a green (= having to wait even longer).
3. We understand the roads in our neighborhood are maintained by the city. Assuming at some point there would be a plan to extend and connect Lake Front Ave. However our subdivision has a HOA that maintains our clubhouse and pool as well as the lake front park. These are amenities that we pay for. There are a lot of kids in our neighborhood that walk (because of minimal traffic) to both the pool and lake front. With the additional traffic that would be a great safety concern for those kids. We already have concerns of trespassers at the clubhouse and pool, enough to where we already had to set up surveillance cameras because of property damage. Also the use of the lake front park, yes there is a gate but would not impede those folks from walking down to use the facilities that we pay to maintain. Lake Front Ave is also where half of our subdivision mail boxes are, walking or driving to those mailboxes would certainly create many safety hazards.
4. Another major concern is property value, based on the proposed zone this would be small housing, duplexes, rental housing, which would greatly affect the property values in our subdivision.

Holly Mullins

From: Ron Heulitt <rwheulitt@satx.rr.com>
Sent: Wednesday, October 6, 2021 4:01 PM
To: Holly Mullins
Subject: RE: Case #PZ21-0313

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Holly,
 Per our conversation earlier please change my objection to an approval on the Zoning change. Thank you!

Ron Heulitt

From: Ron Heulitt <rwheulitt@satx.rr.com>
Sent: Tuesday, October 5, 2021 11:17 AM
To: Holly Mullins <HMullins@nbtexas.org>
Subject: Case #PZ21-0313

Holly,
 I am writing in response to a notification letter I received concerning the Case number listed. According to the map provided my lot number is 37 but I do own 2 adjacent lots so not sure if I get one vote or 2 on this matter. I object to the proposed zoning change based on 2 factors. First of all a change to Zero-lot line homes will cause more structures in an already limited space and will create a drainage issue to worsen when we already have issues in heavy rains. My second concern is with the proposed extension of Lakefront Drive into the Rivertree subdivision will cause a dangerous increase in traffic. We have no sidewalks and narrow streets (street parking is not restricted) and a lot of kids walking to and from bus stops and to our pool/tennis court area on Rivertree Drive. In addition this will increase traffic at the intersection of Rivertree Drive and Hwy. 46. This is already a very dangerous intersection and an increase of traffic will result in a deadly incident. I have owned my home in Rivertree since 1995 and know this street very well.

Thank you for your time and consideration.

Ronald Heulitt
 1094/1106 Rivertree Drive
 New Braunfels TX 78130

Draft Minutes for the October 6, 2021 Planning Commission Regular Meeting

C) PZ21-0313 Public hearing and recommendation to City Council regarding the proposed rezoning of approximately 5.35 acres out of the A. M. Esnaurizar Survey. Addressed at 850 State Highway 46 South, from “M-1 AH” Light Industrial District – Airport Hazard Overlay to “ZH-A - AH” Zero Lot Line Home District – Airport Hazard Overlay. Applicant: James Ingalls, INK Civil; Owner: Randy Harris; Case Manager: Holly Mullins.

Mrs. Mullins presented and recommended approval as stated in staff report.

Chair Edwards asked if there were questions for staff.

Chair Edwards asked if the applicant would like to speak.

James Ingalls provided clarification behind the request.

Discussion followed on housing type, the area being rezoned, proposed units, and traffic.

Chair Edwards asked if anyone would like to speak in favor of the request.

No one spoke.

Chair Edwards asked if anyone would like to speak in opposition of the request.

Brenadette Faust spoke in opposition to the request citing traffic and access.

Chair Edwards asked if there were any questions for the applicant.

Discussion followed on streets and access concerns.

Charlie Britsch spoke in opposition of the request citing traffic and access.

Chair Edwards closed the public hearing and asked if there were further discussion or a motion.

Motion by Vice Chair Laskowski, seconded by Commissioner Sonier, to recommend approval regarding the proposed rezoning of approximately 5.35 acres out of the A. M. Esnaurizar Survey. Addressed at 850 State Highway 46 South, from “M-1 AH” Light Industrial District – Airport Hazard Overlay to “ZH-A - AH” Zero Lot Line Home District – Airport Hazard Overlay. Motion carried (7-0-0).

ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 5.35 ACRES OUT OF THE A. M. ESNAURIZAR SURVEY, COMAL COUNTY, TEXAS, ADDRESSED AT 850 STATE HIGHWAY 46 SOUTH, FROM “M-1” LIGHT INDUSTRIAL DISTRICT TO “ZH-A” ZERO LOT LINE HOME 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 “ZH-A” Zero Lot Line Home 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 requested rezoning is in accordance with Envision New Braunfels, the City’s Comprehensive Plan; and

WHEREAS, the applicant has proposed to change the base district, leaving all overlay districts in place; and

WHEREAS, the City Council desires to amend the Zoning Map by rezoning approximately 5.35 acres out of the A. M. Esnaurizar Survey, addressed at 850 State Highway 46 South, from “M-1” Light Industrial District to “ZH-A” Zero Lot Line Home 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 “M-1” Light Industrial District to “ZH-A” Zero Lot Line District:

Approximately 5.35 acres out of the A. M. Esnaurizar Survey, Comal County, Texas, addressed at 850 State Highway 46 South, as described in Exhibit “A” and delineated in 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 25th day of October, 2021.

PASSED AND APPROVED: Second reading this 8th day of November, 2021.

CITY OF NEW BRAUNFELS

RUSTY BROCKMAN, Mayor

ATTEST:

CAITLIN KROBOT, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

Exhibit "A"



METES AND BOUNDS DESCRIPTION FOR A 5.348 ACRE TRACT OF LAND "ZONING"

BEING a 5.348 acre tract of land out of Subdivision No. 115 of the A.M. Esnaurizar Eleven League Grant, Abstract No. 98, in Comal County, Texas, being a portion of a called 10.096 acre tract of land, as conveyed to Randy Harris and Kellye Harris, and recorded in Document No. 200806016460, of the Official Public Records of Comal County, Texas, and also being a portion of a called 16.775 acre tract of land, as conveyed to Randy Lloyd Harris and Kellye Dawn Harris, and recorded in Document No. 202006036473, of the Official Public Records of Comal County, Texas, and said 5.348 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron pin with orange cap found in the Northwestern line of Lot 5, Rivertree Subdivision, Unit II, as recorded in Volume 8, Page 297, of the Map and Plat Records of Comal County, Texas, same being the most Southerly corner of a called 3.006 acre tract of land, as conveyed to PV New Braunfels, LLC, and recorded in Document No. 202006027055, of the Official Public Records of Comal County, Texas, and being the most Easterly Northeast corner of said 10.096 acre tract of land and this herein described tract of land;

THENCE with the Northwestern lines of Lots 5 through 10, of said Rivertree Subdivision, Unit II, and with the Southeasterly line of said 10.096 acre tract of land, S 43° 29' 45" W, a distance of 433.00 feet to a point in the Northwestern line of said Lot 10, being in the Southeasterly line of said 10.096 acre tract of land, and being the most Southerly corner of this herein described tract of land;

THENCE departing the common line between said Lot 10 and said 10.096 acre tract of land, and across and through said 10.096 acre tract of land, N 45° 09' 30" W, at a distance of 213.06 feet passing the common line between said 10.096 acre tract of land and said 16.775 acre tract of land, and continuing across and through said 16.775 acre tract of land for a total distance of 660.73 feet to a point in the Southeasterly line of Lot 9A, Block 1, Replat of Misty Acres, Unit One, as recorded in Volume 14, Page 49, of the Map and Plat Records of Comal County, Texas, being in the Northwestern line of said 16.775 acre tract of land, and being the most Westerly Northwest corner of this herein described tract of land;

THENCE with the Southeasterly lines of Lots 9A, 8A, and 7A, of said Replat of Misty Acres, Unit One, and with the Northwestern line of said 16.775 acre tract of land, N 45° 36' 45" E, a distance of 152.23 feet to a point for a Southeasterly corner of said Lot 7A, and being a Northwestern corner of said 16.775 acre tract of land and this herein described tract of land;

THENCE with the Southeasterly lines of Lots 7A, 6A, and 5A, of said Replat of Misty Acres, Unit One, and with the Northwestern line of said 16.775 acre tract of land, N 45° 18' 34" E, a distance of 127.77 feet to a point in the Southeasterly line of said Lot 5A, being the most Westerly Southwest corner of Lot 2RA, Replat of Dunlap Business Park, as recorded in Document No. 200706015224, of the Map and Plat Records of Comal County, Texas, and being the most Northerly corner of said 16.775 acre tract of land and this herein described tract of land;

THENCE departing the Southeasterly line of said Lot 5A, with the Southwesterly line of said Lot 2RA, with the Southwesterly line of Lot 3, Dunlap Business Park Subdivision, as recorded in Volume 8, Page 285, of the Map and Plat Records of Comal County, Texas, and with the Northeasterly line of said 16.775 acre tract of land, S 55° 54' 11" E, a distance of 343.37 feet to a ½" iron pin with cap stamped "HMT" found for the most Southerly corner of said Lot 3, and being a Northeasterly corner of said 16.775 acre tract of land and this herein described tract of land;

THENCE continuing with the common line between said Lot 3 and said 16.775 acre tract of land, N 43° 21' 30" E, a distance of 30.04 feet to a ½" iron pin with cap stamped "HMT" found in the Southeasterly line of said Lot 3, being the most Westerly Southwest corner of a called 1.100 acre tract of land, as conveyed to R & H Properties, LLC, and recorded in Document No. 201506023760, of the Official Public Records of Comal County, Texas, and being a Northeasterly corner of said 16.775 acre tract of land and this herein described tract of land;

THENCE with the Southwesterly line of said 1.100 acre tract of land, with the Southwesterly line of aforementioned 3.006 acre tract of land, and with the Northeasterly line of said 16.775 acre tract of land, S 55° 49' 41" E, a distance of 111.85 feet to a 3/8" iron pin found in the Southwesterly line of said 3.006 acre tract of land, being the most Northerly Northeast corner of said 10.096 acre tract of land, the most Easterly Northeast corner of said 16.775 acre tract of land, and being a Northeasterly corner of this herein described tract of land;

THENCE with the common line between said 10.096 acre tract of land and said 3.006 acre tract of land, S 55° 54' 13" E, a distance of 204.57 feet to the POINT OF BEGINNING, and containing 5.348 acres of land, more or less.

Bearings based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum of 1983.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

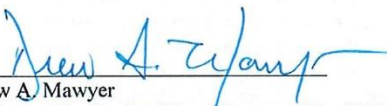

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. SH 46, NEW BRAUNFELS, TX 78132
MOE459- HARRIS- 5.348 AC- ZONING- 082321



EXHIBIT "B"



11/8/2021

Agenda Item No. K)

PRESENTER:

Christopher J. Looney, AICP, Planning & Development Services Director

SUBJECT:

Approval of the second and final reading of an ordinance regarding a proposed zone change to apply a Special Use Permit to allow multifamily residential use in the “APD” Agricultural/Pre-Development District, on approximately 18 acres out of the John Thompson Survey No. 21, Abstract No. 608, Comal County, Texas, addressed at 441 Ron Road.

DEPARTMENT: Planning and Development Services**COUNCIL DISTRICTS IMPACTED:** Council District 1**BACKGROUND INFORMATION:**

Case #: SUP21-316

Applicant: Aspen Heights Partners (T. C. Selman)
1301 S. Capital of Texas Hwy
Suite B-201
Austin, TX 78746
(512) 670-8577 tselman@ahpliving.com

Owner: Crystal Kindred
6620 Harold Rd.
Waelder, TX 78959
(830) 839-4332 ckindred0607@gmail.com

Staff Contact: Matt Greene
(830) 221-4053 mgreene@nbtexas.org

City Council held a public hearing on October 25, 2021 and unanimously approved the first reading of the ordinance for the applicant’s requested rezoning to apply a Special Use Permit to allow multiple single-family residential homes on one lot in the “APD” Agricultural/Pre-Development District with recommended conditions and an additional requirement for the masonry residential buffer wall along the southern property line to be 8 feet in height (7-0-0).

The subject property is located at the southeast corner of the intersection of Morningside Drive and Ron Road. It is adjacent to the Humane Society of the New Braunfels Area Animal Shelter and is zoned APD with a single-family residence and agriculture use.

The applicants’ proposed project will include several individual detached residential dwelling units on a single lot. This style of single-family residential is an innovative housing trend, however New Braunfels’ Zoning Ordinance does not currently have a term or category for it. Therefore, the applicants are requesting a Type 2 Special Use Permit (SUP) with a site plan and customized development standards that establish an overall style

of a single-family residential neighborhood. As it is three or more dwelling units on a single lot or parcel, even though they are detached, the only term in the current ordinance that fits is multi-family.

The proposed neighborhood will include amenities and drive aisles (private streets) with five-foot wide sidewalks on one side. There will be two points of access, one on Morningside Drive and one on Ron Road. An amenity center with a swimming pool, a playground and internal trails will be included. Parking will be provided in the garages, driveways, on one side of the drive aisles (opposite the internal sidewalks), and in front of the amenity center. Six-foot wide public sidewalks will be constructed adjacent to Morningside Drive and Ron Road. Each residential unit will have a fenced in rear yard. The development will be owned and maintained by a single entity.

The applicant is proposing additional restrictions that are more stringent than the requirements of the Zoning Ordinance in order to achieve the single-family residential neighborhood development pattern. The restrictions will include standards for maximum density, setbacks, fencing, parking, and design (see attachments). Regarding design, the City can enforce the style and features of the residences, but the materials and method of application cannot be enforced currently even through the SUP process per state statute.

The applicant is requesting deviations from the Sign Ordinance to allow an alternate style subdivision entry sign than is normally allowed. However, their proposed sign plan would result in 1 less sign and 40 square feet less total sign area than is normally allowed by ordinance.

The Sign Ordinance limits subdivision entry signs to monument style or signage on a decorative wall with a maximum sign face of 40 square feet at a maximum height of 6 feet. This project would be eligible for 2 subdivision entry signs (one per entrance, total of 80 square feet of sign face).

The applicants' proposal is for one sign at the entrance on Morningside Drive. It would be an 8-foot tall arbor style structure with a 48 square foot sign hanging from it. Since the sign face is suspended from two poles it is considered a pole sign. This would be 2 feet taller and 8 square feet large than normally allowed. It would also be a pole style sign rather than monument or wall style. But, as noted above, the applicants would limit the number of signs to just this one.

Surrounding Zoning and Land Use:

North - Across Morningside Dr., APD and "Heritage Park" PD/Single and two-family residences

South - APD with SUP/Single-family residence and agricultural with an SUP to allow a kennel business

East - APD with SUP/Humane Society of the New Braunfels Area

West - Across Ron Rd./Single-family residence and agricultural

ISSUE:

The proposed SUP is consistent with the following actions in Envision New Braunfels:

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

-
- Action 3.15: Incentivize home development that is affordable and close to schools, jobs and transportation.
 - Action 4.1: Ensure parks and green spaces are within a one mile walk or bicycle ride for every household in New Braunfels.

The subject property lies within the Walnut Springs Sub Area near existing Employment, Civic and Outdoor Recreation Centers and in close proximity to future Employment, Market and Civic Centers.

FISCAL IMPACT:

N/A

RECOMMENDATION:

The Planning Commission held a public hearing on October 6, 2021. A motion to approve with staff recommendations passed (7-0-0, with Commissioners Gibson and Nolte absent).

The proposed development would essentially be a single-family residential neighborhood. The proposed development standards are consistent with development standards and appearance of single-family residential neighborhoods in the vicinity and across the community. Staff is not opposed to the proposed sign as it is appropriately scaled with the neighborhood, the permissible number of signs is reduced from a total of 2 to 1, and the permissible sign area is reduced by a total of 40 square feet.

Therefore, staff recommends approval with the following condition:

- Development of the site be in compliance with the attached site plan, development standards, drive aisle exhibit, perimeter fencing plan and sign plan. Any significant alterations to the attached documents will require an amendment to the SUP with a recommendation from the Planning Commission and approval by City Council.

Mailed notification as required by state statute:

Public hearing notices were sent to 18 owners of property within 200 feet of the request. Staff has received no responses in favor and none in objection but did receive a response from property owner #6 objecting to any consideration of an alternative to the required masonry residential buffer wall and a request the wall be 8 feet in height.

Resource Links:

- Chapter 144, Sec. 3.4-1 “APD” Agricultural/Pre-Development District of the City’s Code of Ordinances:
[https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?_ga=2.182111111.1629381111.1629381111-1629381111.1629381111)
- Chapter 144, Sec. 3.4-4 “R-3L” Multifamily Low Density District of the City’s Code of Ordinances:
[https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?_ga=2.182111111.1629381111.1629381111-1629381111.1629381111)
- Chapter 144, Sec. 3.6 Special Use Permits of the City’s Code of Ordinances:
[https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?_ga=2.182111111.1629381111.1629381111-1629381111.1629381111)
- Chapter 106-14(b)(8) Permanent On-Premises Sign Regulations-Subdivision Entry Signs of the City’s

Code of Ordinances:

https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?nodeId=PTIICOOR_CH106SI_S106-

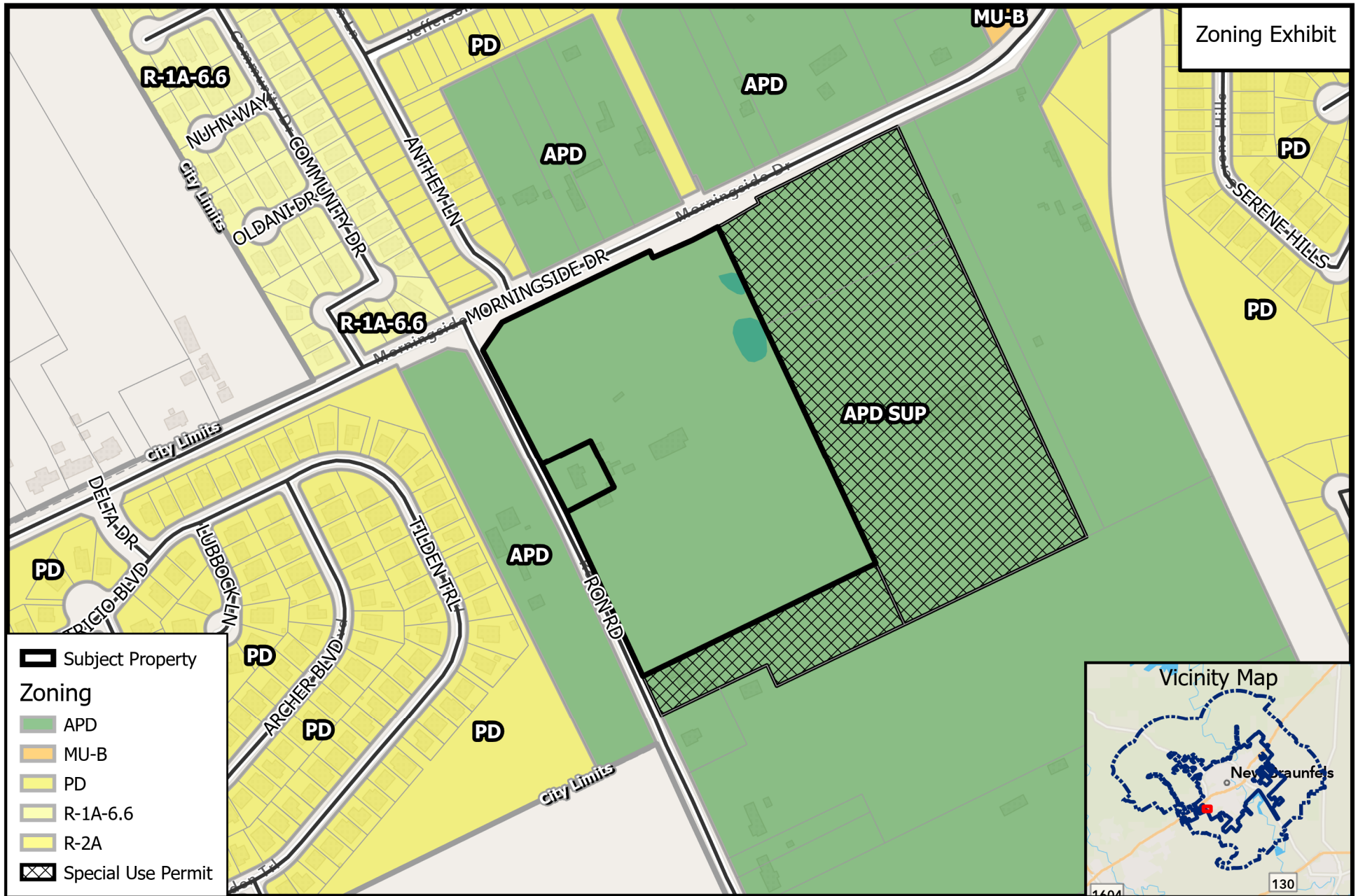
Attachments:

- Aerial Map
- Land Use Maps (Zoning, Existing and Future Land Use)
- Applicant's Request Summary
- Proposed Code Modification Table
- TIA Worksheet
- Notification List, Map and Notification Response
- Photographs
- Excerpt of Minutes of the October 6, 2021 Planning Commission Regular Meeting
- Ordinance



SUP21-316
Request for multifamily use in APD zoning

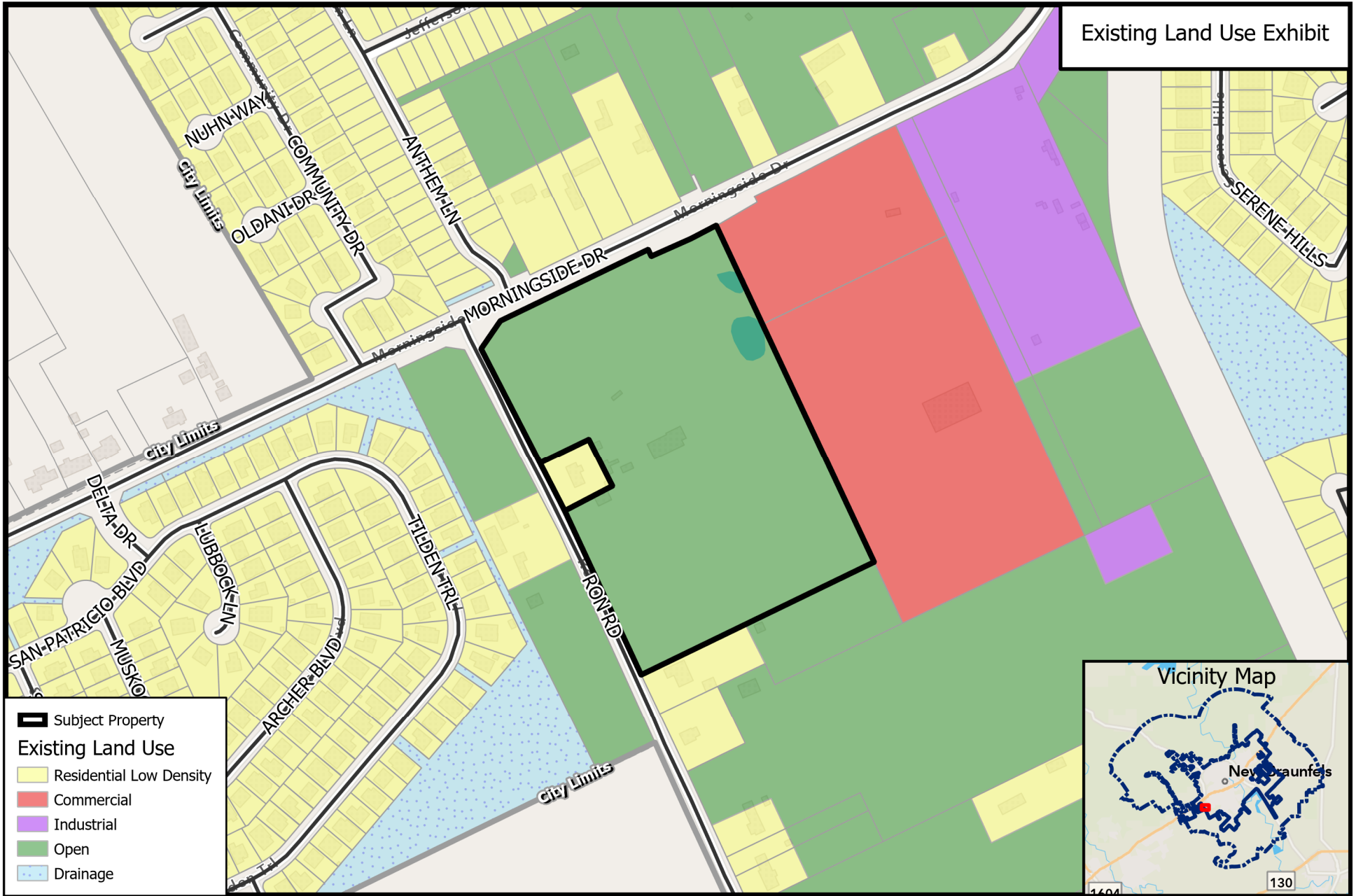




SUP21-316

Request for multifamily use in APD zoning





SUP21-316

Request for multifamily use in APD zoning



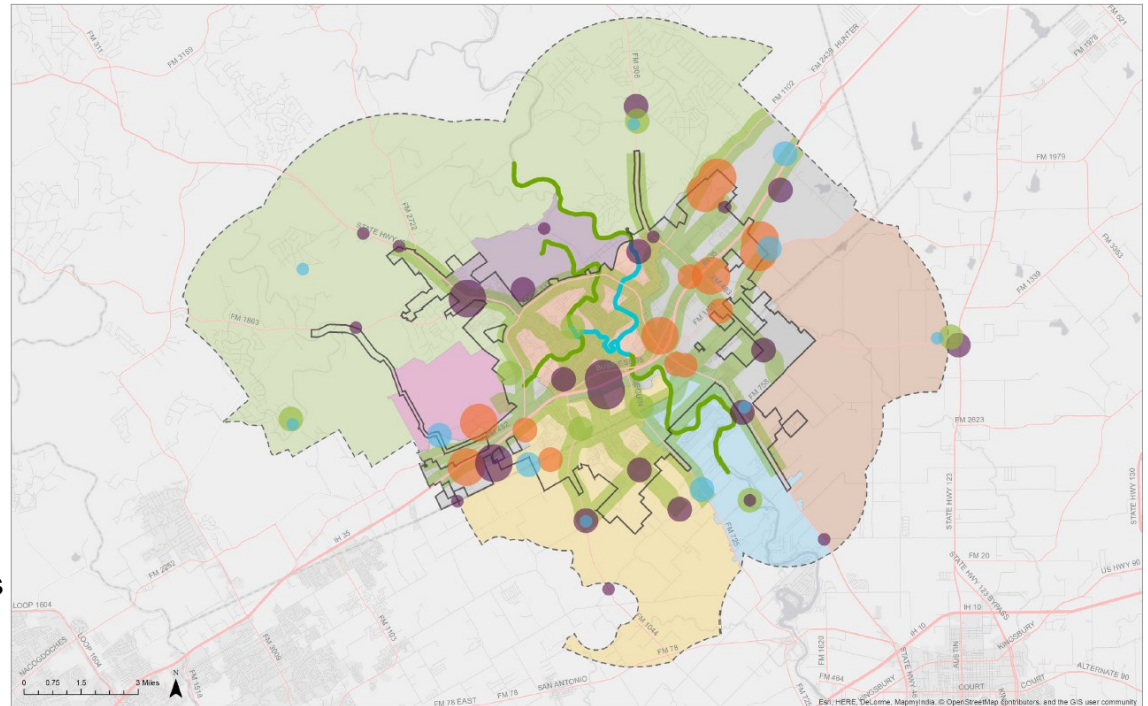


Envision
New Braunfels

A SPECIAL PLACE BY DESIGN

- ◆ Located in the Walnut Springs Sub Area
- ◆ Near future Employment, Market and Civic Centers
- ◆ Near Existing Employment, Civic and Outdoor Recreation Centers

Future Land Use Map



- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 3.1:** Plan for healthy jobs/housing balance.
- **Action 3.13:** Cultivate an environment where a healthy mix of different housing products at a range of sizes, affordability, densities, amenities and price points can be provided across the community as well as within individual developments.
- **Action 3.15:** Incentivize home development that is affordable and close to schools, jobs and transportation.
- **Action 4.1** Ensure parks and green spaces are within a one mile walk or bicycle ride for every household in New Braunfels.

August 30, 2021

City Council & Planning Commission
City of New Braunfels
550 Landa Street
New Braunfels, TX 78130

Via Electronic Submittal

Re: Application for rezoning; approximately 17.805 acres located at the southeast corner of Morningside Drive and Ron Road; CCAD 80496 & 80468 (the "Property").

Dear Planning Commission and City Council:

As representatives of the potential owner of the above stated Property we respectfully submit the attached application for a Special Use Permit (SUP). The Property is located at the southeast corner of Morningside Drive and Ron Road (see Location Map attached) and is currently zoned Agricultural/Predevelopment District (APD). The SUP request is in compliance with the standards of the "R-3L" Multifamily Low Density district and the proposed development standards. The purpose of the SUP is to allow for a detached built for rent residential development that also maintains a single-family residential neighborhood feel with amenities. The proposed development will have a similar density to the surrounding single-family developments not to exceed 5.5 units per acre.

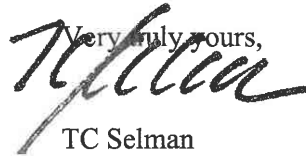
The Property is currently designated as Residential Low Density in the Future Land Use Plan (FLUP). This project would be compatible with the FLUP as the proposed use will be similar to a single-family use. Therefore, a FLUP amendment would not be required.

The City of New Braunfels Zoning Ordinance establishes criteria for approving a SUP application. See below for the criteria and how the proposed SUP achieves these goals (Chapter 144 Zoning Ordinance § Sec. 3.6.3).

- A) Comprehensive plan consistency: The proposed rezoning and subsequent development is supported by the Comprehensive Plan: Envision New Braunfels, and it is consistent with the goals, strategies, and actions contained in the plan by offering another housing type for residents.
 - 1. Incentivize home development that is affordable and close to schools, jobs, and transportation. The proposed development is near Morningside Elementary School, close to numerous employment options along the Interstate 35 corridor, and its perfectly situated at Ron Rd and Morningside Dr for convenient access to local roadways. (Action 3.15)
 - 2. Ensure parks and green spaces are within a one mile walk and maintain neighborhood parks: The project will provide an accessible green space to nearby residents as well as contribute to the diversity of park types within New Braunfels (Action 4.2, 4.2). Approximately 4.6 acres of common open space with amenities will be provided. The on-site amenities include a centrally located pocket park, interconnected trails throughout the site, a children's playscape and a clubhouse with swimming pool for resident use. Additionally, each unit will have a private fenced yard.
- B) Zoning district consistency: The proposed use is consistent with the general purpose and intent of R-3L zone.

- C) Supplemental standards: The proposed use meets the supplemental standards specifically applicable to the use as described in the Zoning Ordinance.
- D) Character and integrity: The proposed use is similar and compatible with the surrounding residential uses, provides for proper setbacks and screening surrounding the lot with use of fencing and walls. Our proposal includes a maximum of 5.5 units per acre, which is similar to the surrounding neighborhoods which range from 3.6 to 3.8 units per acre. The proposed development includes elements to support the character and integrity of the surrounding properties. Some minor code modifications and proposed improvements, above and beyond what is required by code will be provided with the SUP. See the code modification and superiority charts below for more information.
- E) The proposed development is a residential use that is compatible with the surrounding uses. Therefore, it is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.

Please feel free to reach out with any questions with regard the rezoning and/or SUP. Thank you for your consideration.

Very truly yours,

TC Selman

Proposed Code Modification Table

SUP development standards compared with standards of the R-3L District for multifamily use and the Sign Ordinance)

City Code Citation	“R-3L” Multifamily Low Density District Code Requirement	Development Standards Proposed for Multifamily Use with SUP
<i>144-3.4(b).1.xii: Distance between structures</i>	A minimum of 30 feet between structures sideby front or rear	A minimum of 15 feet between structures sideby front or rear
<i>144-5.1-1(f)(1): Minimum dimensionsand specifications foroff-street parking facilities</i>	Maneuvering space for 90 -degree angle parking stalls shall not be less than 24 feet for one-way traffic or two-way traffic operation	Stacked parking will be provided in the garages and driveways as is permitted for single and two-family residential uses. Amenity center parking will comply with City Code requirements.
<i>144-5.1-1(e)(5): Construction and maintenance</i>	Any use requiring 5 or more off-street parking spaces shall be required to delineate or mark each space in a manner acceptable to the City	Parking spaces on the private drive aisles, driveways and garages will not be striped. Parking for the amenity center will be striped per City Code requirements.
<i>144-3.4-4(b)1.ix: Density</i>	Maximum density: 12 Units per acre	Maximum density: 5.5units per acre
<i>144.5.3-4(a)</i>	Minimum residential setback of 20 feet plus one foot for each foot of building height over 20 feet	Minimum residential setback of 25 feet plus one foot for each foot of building height over 20 feet
Code Citation	Sign Ordinance Requirement	Development Standards Proposed for freestanding sign with SUP
<i>106-14(b)(8): Permanent on-premises sign regulations-Subdivision Entry Signs</i>	Must be monument sign, or a sign on a screening or decorative wall. Max height: 6 feet Maximum sign face area: 40 square feet	Free-standing arbor style pole sign Maximum height: 8 feet Maximum sign face area: 48 square feet

Additional Proposed Development Standard for Multifamily Use with SUP	
<i>Garage Doors</i>	An upgraded garage door defined as a fauxwood or wood clad shall be required
<i>Garage Width</i>	Garages shall not be more than 60% of the building lineal footage width
<i>Repetitive Design and Required Elements</i>	<ul style="list-style-type: none"> - The project shall have a minimum of 12 different building elevations which will be placed so that identical building elevations are not on adjacent lots or directly across the street - Each residential building will have a functional porch on the front, side or back. Front or side covered porches will be a minimum of 30 square feet and rear porches will be a minimum of 80 square feet
<i>Yard Perimeter Fencing</i>	Each building shall have a back yard privacy fence constructed of cedar boards, treated wood or metal posts and treated rails.
<i>Perimeter Fencing for the Development</i>	Perimeter fencing for the development shall be wrought iron, steel or aluminum; cedar boards, treated wood or metal posts, treated rails with dry stacked stone columns; with the exception of the southern property boundary that is shared with the adjacent single-family residential property, where a 6-foot to 8-foot tall masonry residential buffer wall shall be constructed along the common property line

CITY OF NEW BRAUNFELS TRAFFIC IMPACT ANALYSIS (TIA) WORKSHEET

Complete this worksheet as a requirement for zoning, master plan, plat and permit as specified in City of New Braunfels Code of Ordinances Sections 114-99 and 118-46.

Note: The Code provides the minimum information for a TIA report and it is recommended that a scoping meeting be scheduled with the Engineering Division.

Section 1: General Information

General Information													
Project Name: Aspen Heights - New Braunfels (Ron Rd)										Date: 09/24/2021			
Subdivision Plat Name: N/A					Project Address/Location: 441 Ron Road, New Braunfels, TX, 78124								
Location?		<input type="checkbox"/> City of New Braunfels			<input type="checkbox"/> New Braunfels ETJ			<input checked="" type="checkbox"/> Comal County			<input type="checkbox"/> Guadalupe County		
Owner Name: Crystal Lynn Kindred					Owner Email:								
Owner Address: 6620 Harold Rd., Waelder, TX 78959					Owner Phone:								
Preparer Company: Kimley-Horn & Associates, Inc.													
Preparer Name: Jordan Schaefer, P.E.					Preparer Email: jordan.schaefer@kimley-horn.com								
Preparer Address: 601 NW Loop 410, Suite 350, San Antonio, TX 78216					Preparer Phone: (210) 321-3423								
TIA Report scoping meeting with City Engineering Division staff?					<input type="checkbox"/> Yes. Date:			TIA Worksheet/Report approved with previous zoning, plan, plat or permit?			<input checked="" type="checkbox"/> No. Complete Page 1 only.		
					<input checked="" type="checkbox"/> No.						<input type="checkbox"/> Yes. Complete Pages 1 and 2.		
Application Type or Reason for TIA Worksheet/Report													
<input checked="" type="checkbox"/> Zoning/Concept Plan/Detail Plan <input type="checkbox"/> Master Plan <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Permit <input type="checkbox"/> Other													
TIA Submittal Type (A TIA Worksheet is required with all zoning, plan, plat and permit applications)													
<input checked="" type="checkbox"/> TIA Worksheet Only (100 peak hour trips or less) <input type="checkbox"/> Level 1 TIA Report (101-500 peak hour trips)													
<input type="checkbox"/> TIA Worksheet Only – Previous TIA Report Approved <input type="checkbox"/> Level 2 TIA Report (501-1,000 peak hour trips)													
<input type="checkbox"/> TIA Worksheet Only – Previous TIA Report not required (supporting documentation may be required) <input type="checkbox"/> Level 3 TIA Report (1,001 or more peak hour trips)													

Section 2: Proposed Land Use and Trip Information for Application

Unit	Land Use	ITE Code ¹	ITE Unit ²	Est. Project Units	Critical Peak Hour	AM Peak Hour Rate	PM Peak Hour Rate	WKND Peak Hour Rate	Daily Trip Rate	AM Peak Hour Trips	PM Peak Hour Trips	WKND Peak Hour Trips	Daily Trips
Proposed	Multifamily Housing (Mid-Rise)	210	Dwelling Units	97	PM	0.74	0.99	0.93	9.44	72	96	90	916
Existing	Undeveloped	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<i>Total from additional tabulation sheet (if necessary):</i>													
Total:										72	96	90	916

¹Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition or most recent; ²E.g., Dwelling Units, Acres, Employees, KSF, etc.

Internal Use Only	Reviewed by:			Date:
	<input type="checkbox"/> TIA Worksheet is acceptable.	<input type="checkbox"/> TIA Worksheet requires corrections.	<input type="checkbox"/> TIA Report required.	<input type="checkbox"/> TIA Report not required.

PLANNING COMMISSION – OCTOBER 6, 2021 – 6:00PM

City Hall Council Chambers

Applicant/Owner: T.C. Selman, agent for Crystal Kindred

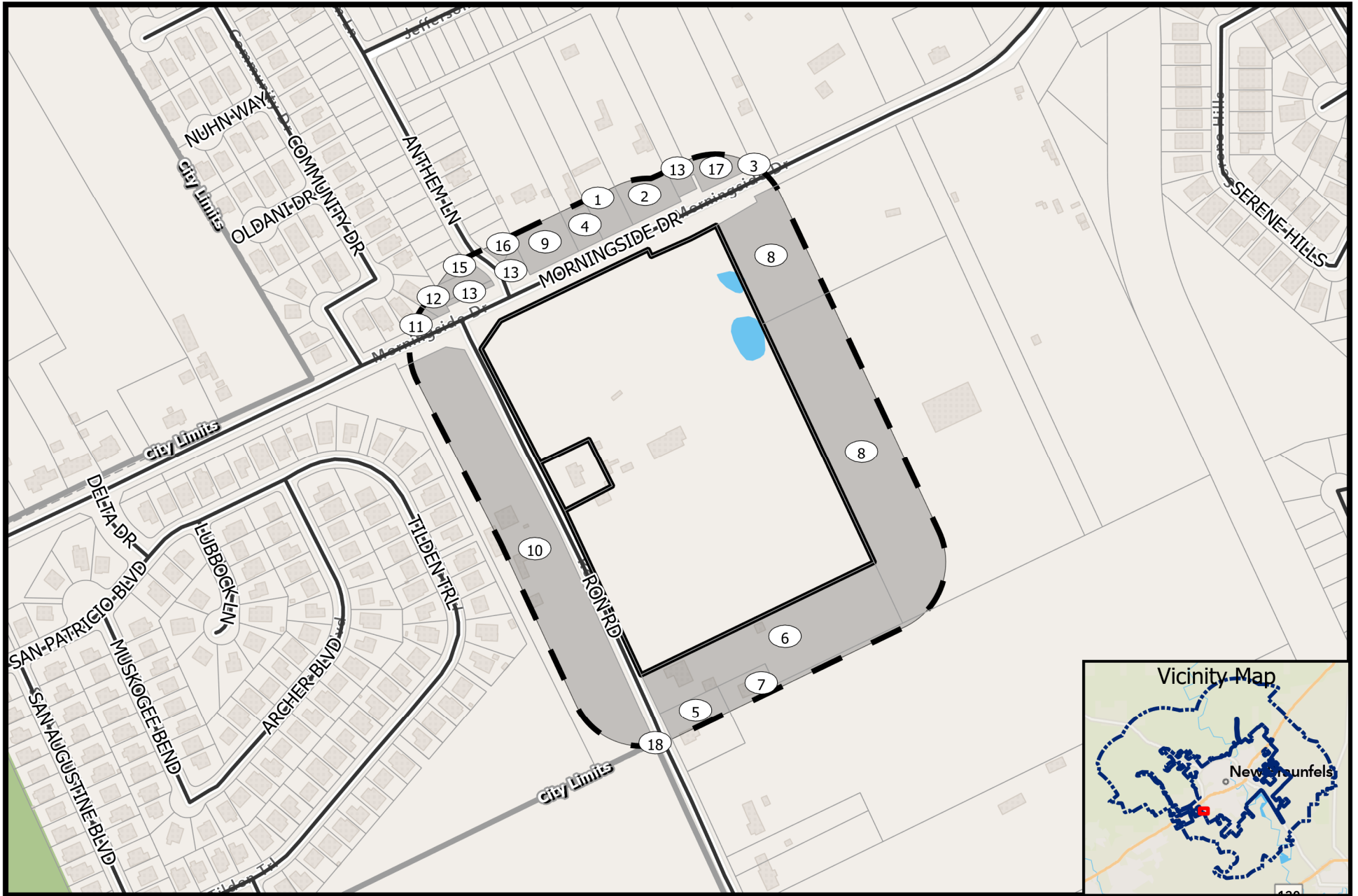
Address/Location: 441 Ron Road

PROPOSED SPECIAL USE PERMIT – CASE #SUP21-316

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. YOUNG REGINA & MARGARITO GARCIA | 10. WELSCH HANNO F JR |
| 2. RESENDEZ MARIO V & TREVINO JESUS | 11. HALL BRADLEY H |
| 3. ROSALES MARISA L | 12. WILLIS SAMANTHA & MATTHEW R |
| 4. PROPERTY OWNER | 13. HERITAGE PARK RESIDENTIAL COMMUNITY INC |
| 5. THOMPSON JEFFREY W | 14. TCHILINGUIRIAN BERDJ & JENNIFER M |
| 6. CABALLERO CARLOS P & TAMMY | 15. KB HOME LONE STAR INC |
| 7. JNMC HOLDINGS LLC | 16. KARNs TAYLOR S |
| 8. HUMANE SOCIETY OF THE NEW BRAUNFELS AREA INC | 17. RUECKLE COMMERCIAL HOLDINGS LLC |
| 9. CORTES JUAN C & JANIE | 18. SA GIVEN TO FLY LLC |

SEE MAP



SUP21-316

Request for multifamily use in APD zoning



Source: City of New Braunfels Planning
Date: 9/17/2021

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by any other party is at that party's risk and without liability to the City of New Braunfels. The City of New Braunfels and its officials or employees are not responsible for any discrepancies, errors, or variances which may exist.

YOUR OPINION MATTERS - DETACH AND RETURN

Case: #SUP21-316 mg

Name: CARLOS & TAMMY CABALLERO

Address: 485 Roy Rd

Property number on map: #6

I favor: _____

I object: as proposed (State reason for objection)

Comments: (Use additional sheets if necessary)

OCT 05 2021

Signature: Carlos Caballero

Jay B Caballero



Carlos & Tammy Caballero
485 Ron Road
Marion, TX 78124
(Inside New Braunfels City Limits)

October 5, 2021

City of New Braunfels
Planning Commission
550 Landa Street
New Braunfels, TX 78130

RE: SUP 21-316

Mr. Matt Greene, CFM,

Please be advised our property is number six as printed on the map accompanying the Notice of Public Hearing, mailed to us by your office, for SUP 21-316.

As requested by Aspen Heights Partners (T.C. Selman, Vice President), we object to the proposed modification to **§144-5.3-2(h) Residential Buffer Wall**.

There are windows to two different bedrooms on that side of our home and the anticipated noise generated by the proposed 13 new homes along our property line will not be conducive to restful slumber. This is especially true when that noise is coupled with the disturbance already generated by barking dogs from the NB Humane Society.

We request the current zoning requirement (see below) be honored and a masonry wall be installed on our joint property line to reduce the noise disturbances. Further, ***we request that masonry wall be the maximum height allowed of eight feet as the land slopes higher on the proposed project property*** and crests where the current home (441 Ron Rd) is situated. A six-foot fence being built on the low side of the property will allow noise from ALL the project homes to effectively pour over the fence as if it were not there. This is a phenomenon we have already experienced with the berms ostensibly placed by the NB Humane Society to abate the noise from that facility. An eight-foot masonry fence would help alleviate this situation.

§144-5.3-2 (h)

Where a multifamily or non-residential development is adjacent to land used or zoned only for single-family or two-family development, ***a six foot (minimum) to eight-foot (maximum) masonry wall must be installed by the commercial property owner/developer as a buffer between the properties*** and must be consistent with any pre-existing masonry wall.

Thank you for your time and consideration,

OCT 05 2021

Carlos and Tammy Caballero
Carlos: 210-831-2150
Tammy: 850-276-1469





ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, GRANTING APPROVAL OF A TYPE 2 SPECIAL USE PERMIT ALLOWING MULTIFAMILY RESIDENTIAL USE IN THE “APD” AGRICULTURAL/PRE-DEVELOPMENT DISTRICT, ON APPROXIMATELY 18 ACRES OF LAND OUT OF THE JOHN THOMPSON SURVEY NO. 21, ABSTRACT NO. 608, COMAL COUNTY, TEXAS, ADDRESSED AT 441 RON ROAD; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, in keeping with the spirit and objectives of a Special Use Permit, the City Council has given due consideration to all components of said permit; and

WHEREAS, the City recognizes that granting such a permit is possible while promoting the health, safety and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

WHEREAS, it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatible and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144 of the New Braunfels Code of Ordinances; and

WHEREAS, the property is located an area suitable for the proposed uses; and

WHEREAS, the City Council desires to grant approval of a Type 2 Special Use Permit allowing multifamily residential use, in the “APD” Agricultural/Pre-Development District on approximately 18 acres of land out of the John Thompson Survey No. 21, Abstract No. 608, Comal County, Texas, addressed at 441 Ron Road.

WHEREAS, the requested rezone supports the visions and goals of the City’s Envision New Braunfels Comprehensive Plan; **now, therefore;**

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

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following tract of land as a “Type 2 Special Use Permit” for the uses and conditions herein described:

Being approximately 18 acres of land out of the John Thompson Survey No. 21, Abstract No. 608, Comal County, Texas, addressed at 441 Ron Road, as described in the attached Exhibit ‘A’ and delineated in Exhibit ‘B’.

SECTION 2

THAT the Special Use Permit be subject to the following conditions:

1. Exhibit “C” shall be considered the adopted site plan. Development of the project must be in substantial compliance with the approved site plan.
2. Exhibit “D” shall be considered the adopted development standards. Multifamily development standards not specifically stated in Exhibit “D” of this Ordinance shall comply with the development standards of the “R-3L” Multifamily Low-Density District.
3. Exhibit “E” shall be the adopted cross section for the drive aisles.
4. Exhibit “F” shall be the adopted perimeter fence plan.
5. Exhibit “G” shall be the adopted free-standing on-premise sign plan.
6. Driveway locations must comply with requirements of City of New Braunfels Code of Ordinances, Chapter 114. Driveway locations indicated on the Special Use Permit Site Plan (Exhibit “C”) are approximate.
7. Site development shall be in compliance with all other standards of the City’s Code of Ordinances.

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 25th day of October, 2021.

PASSED AND APPROVED: Second reading this 8th day of November, 2021.

CITY OF NEW BRAUNFELS

RUSTY BROCKMAN, Mayor

ATTEST:

CAITLIN KROBOT, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

Tract 1

Being approximately 17.6 acres, more or less, remaining out of a 20.296 acre tract of land conveyed from August C. Zimmermann, et ux to Lawrence B. Zimmermann by Deed dated November 27, 1973, recorded in Volume 212, pages 728-730, Deed Records of Comal County, Texas, LESS, SAVE AND EXCEPT 2.625 acres of land conveyed by Lawrence B. Zimmermann to Willie Doolittle et ux by Deed dated October 26, 1981, recorded in Volume 318, pages 84-86, Deed Records of Comal County, Texas, more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

EXHIBIT "A"

Being approximately 17.671 acres, more or less, remaining out of a 20.296 acre tract of land conveyed from August C. Zimmermann and wife, Hilda Voigt Zimmermann, to Lawrence B. Zimmermann by Deed dated November 27, 1973, recorded in Vol. 212, Pages 728-730 of the Deed Records of Comal County, Texas, more fully described as TRACT I in said Deed and described as follows:

Out of a 20.979 acre tract of land conveyed by Ferdinand Zuercher et al to August C. Zimmermann and wife by deed dated July 17, 1952, and recorded in Volume 99, pages 126-127, of the Comal County Deed Records, and being a part of Subdivision No. 3 of the John Thompson Survey No. 21, Abst. No. 608, in Comal County, Texas.

Beginning at an iron stake at the flare intersection of the Southeast line of the relocated Morningside Drive with the Northeast line of a county road, located S. 26 deg. 10' E. 28.5 feet from the original West corner of the August C. Zimmermann 20.979 acre tract, for the West corner of this 20.296 acre tract of land;

Thence, with the East side of said flare, N. 31 deg. 18' E. 35.5 feet to an iron stake in the Southeast line of said relocated Morningside Drive;

Thence N. 65 deg. 10' E., with the Southeast line of said relocated Morningside Drive, 716.2 feet to an iron stake in the Northeast line of said August C. Zimmermann et ux 20.979 acre tract, located S. 25 deg. E. 10.1 feet from its original North corner;

Thence S. 25 deg. E., with the Northeast line of said 20.979 acre tract, 1264.9 feet to a post at its East corner;

Thence S. 64 deg. 15' W., with the Southeast line of said 20.979 acre tract, 391.4 feet to a stake set for the East corner of the former Rudolf Wolfshohl 0.5 of an acre tract;

Thence N. 26 deg. 10' W. 66 feet to the North corner of said 0.5 acre tract;

Thence S. 64 deg. 15' W. 330 feet to a post in the Northeast line of said county road;

Thence N. 26 deg. 10' W., with the Northeast line of said road, 626.8 feet to an iron stake set for the South corner of a 0.517 of an acre tract of land conveyed by August C. Zimmermann et ux to Lawrence B. Zimmermann by deed dated March 9, 1962, and recorded in Volume 126, pages 425-426, of the Comal County Deed Records;

Thence, with the boundary line of said 0.517 acre tract, N. 63 deg. 50' E. 150 feet; N. 26 deg. 10' W. 150 feet; and S. 63 deg. 50' W. 150 feet to a stake in the Northeast line of said county road;

Thence N. 26 deg. 10' W., with the Northeast line of said road, 404.1 feet to the place of beginning, containing 20.296 acres of land.

LESS, SAVE and EXCEPT the following described 2.625 acres of land conveyed by Lawrence B. Zimmermann a/k/a Lawrence Buddy Zimmermann, et ux, to Willie Doolittle and wife, Hazel M. Doolittle, by deed dated October 26, 1981, recorded in Volume 318, Pages 84-86, Deed Records of Comal County, Texas, and further described as follows:

Being 2.625 acres of land out of the John Thompson Survey No. 21 and also being out of a tract called 20.296 acres, called Tract One, as described in Volume 212, pages 728-730 of the Deed records of Comal County, Texas, and being more particularly described as follows:

BEGINNING: At a corner post in the Northeast line of Santa Clara Road, said point being the South corner of above mentioned 20.296 acre tract, for the Southwest corner of this tract;

THENCE: With the Northeast Right-of-Way of said Road and the Southwest line of said 20.296 acre tract, N. 26 deg. 10' 00" W. 120.00 feet to an iron pin set for the Northwest corner of this tract;

THENCE: Leaving said Right-of-Way, N. 63 deg. 18' 45" E. 725.14 feet to an iron pin set in the Northeast fence line of said 20.296 acre tract, for the Northeast corner of this tract;

THENCE: With fence and said Northeast line, S. 26 deg. 04' 23" E. 188.44 feet to a corner post, said point being the East corner of said 20.296 acre tract, for the Southeast corner of this tract;

THENCE: With fence and the Southeast line of said 20.296 acre tract, S. 63 deg. 20' 20" W. 400.14 feet to a fence post for a corner of this tract;

THENCE: With fence, N. 24 deg. 28' 10" W. 68.00 feet to a fence post for an interior corner of this tract;

THENCE: With fence and the Southeast line of said 20.296 acre tract, S. 63 deg. 21' 55" W. 326.71 feet to the Point of Beginning and containing 2.625 acres of land, more or less.

EXHIBIT "A", PG. 2

Tract 2

All that certain tract, piece or parcel of land being, 0.517 of an acre, out of a tract of 20.979 acres conveyed by Ferdinand Zuercher, et al to August C. Zimmermann, et ux by Deed dated July 17, 1952, and recorded in Volume 99, pages 126-127 of the Comal County Deed Records; and being part of the John Thompson Survey No. 21, in Comal County, Texas, and being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at a stake in the northeast line of a county road or lane set S. 26 deg. 10' E. 432.6 feet from its intersection with the southeast in of Morningside Drive, said road intersection being the west corner of said August C. Zimmermann 20.979 acre tract;

THENCE N. 63 deg. 50' E. 150 feet to a stake for north corner;

THENCE S. 26 deg. 10' E. 150 feet to a stake;

THENCE S. 63 deg. 50' W. 150 feet to a stake in the northeast line of said county road or lane;

THENCE, with the northeast line of said county road, N. 26 deg. 10' W. 150 feet to the place of beginning, containing 0.517 of an acre, and being the same property described in a deed from August Zimmermann et ux to Lawrence B. Zimmermann dated March 9, 1962, recorded in Volume 127, pages 425-426, Deed Records of Comal County, Texas.



SITE PLAN

SITE DATA

Proposed Zoning: SUP for Multifamily Residential Use

Gross Acreage: 17.8 Acres

Yield: 97 Units

Density: 5.5 Units Per Acre

Total Parking Provided: 426 Spaces

Garage Spaces: 163 Spaces (1 per 2-bed unit / 2 per 3 & 4-bed unit)

Driveway Spaces: 194 Spaces (2 per unit)

On-Street Parking: 69 Spaces (1 side of drive aisle & amenity center)

Total Parking Required: 232 Spaces

*Note: On-street parallel parking stalls will not be striped and are shown for location and counting purposes only. Garage and driveway parking stalls will not be striped either.

Actual building footprints subject to change.

EXHIBIT "C"

Proposed Development Standards

Item	Development Standards Approved for Multifamily Use with SUP
<i>Distance between residential structures</i>	A minimum of 15 feet between structures side by front or rear
<i>Minimum dimensions and specifications for off-street parking facilities</i>	Stacked parking will be provided in the garages and driveways as is permitted for standard single and two-family residential uses. Amenity center parking will comply with City Code requirements.
<i>Delineation of parking spaces</i>	Parking spaces on the private drive aisles, driveways and garages will not be striped or delineated. Parking for the amenity center will be striped per City Code requirements.
<i>Residential Density</i>	Maximum residential density: 5.5 units per acre
<i>Residential Setback</i>	Minimum of 25 feet plus 1 foot for each foot of building height over 20 feet
Item	Development Standards approved for freestanding sign with SUP
<i>Permanent on-premise free-standing sign regulations</i>	<p>Sign type shall be a free-standing arbor style pole sign</p> <p>Maximum number of on-premise free-standing signs (excluding signs exempt from regulation per the City's Sign Ordinance) is limited to 1 (one)</p> <p>Maximum sign height: 8 feet</p> <p>Maximum sign face area: 48 square feet</p>

Additional Development Standard Approved for Multifamily Use with SUP	
<i>Garage Doors</i>	An upgraded garage door defined as a fauxwood or wood clad shall be required
<i>Garage Width</i>	Garages shall not be more than 60% of the building lineal footage width
<i>Repetitive Design and Required Elements</i>	<ul style="list-style-type: none"> - The project shall have a minimum of 12 different building elevations which will be placed so that identical building elevations are not on adjacent lots or directly across the street - Each residential building will have a functional porch on the front, side or back. Front or side covered porches will be a minimum of 30 square feet and rear porches will be a minimum of 80 square feet
<i>Yard Perimeter Fencing</i>	Each building shall have a back yard privacy fence constructed of cedar boards, treated wood or metal posts and treated rails.
<i>Perimeter Fencing for the Development</i>	Perimeter fencing for the development shall be wrought iron, steel or aluminum; cedar boards, treated wood or metal posts, treated rails with dry stacked stone columns; with the exception of the southern property boundary that is shared with the adjacent single-family residential property, where a 6-foot to 8-foot tall masonry residential buffer wall shall be constructed along the common property line

CROSS SECTION FOR DRIVE AISLES

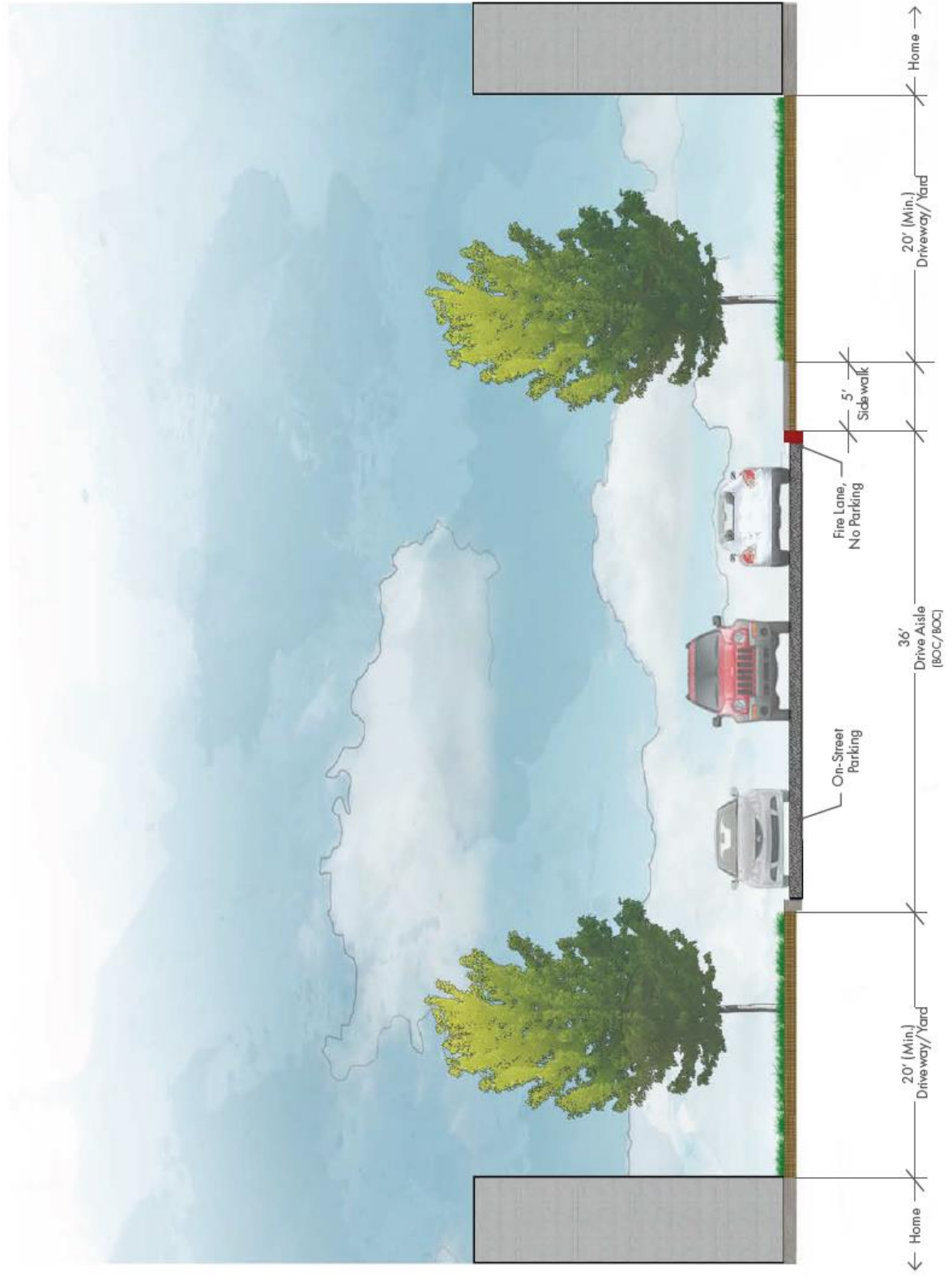


EXHIBIT "E"

PERIMETER FENCE PLAN



EXHIBIT "F"

FREE-STANDING ON-PREMISE SIGN PLAN

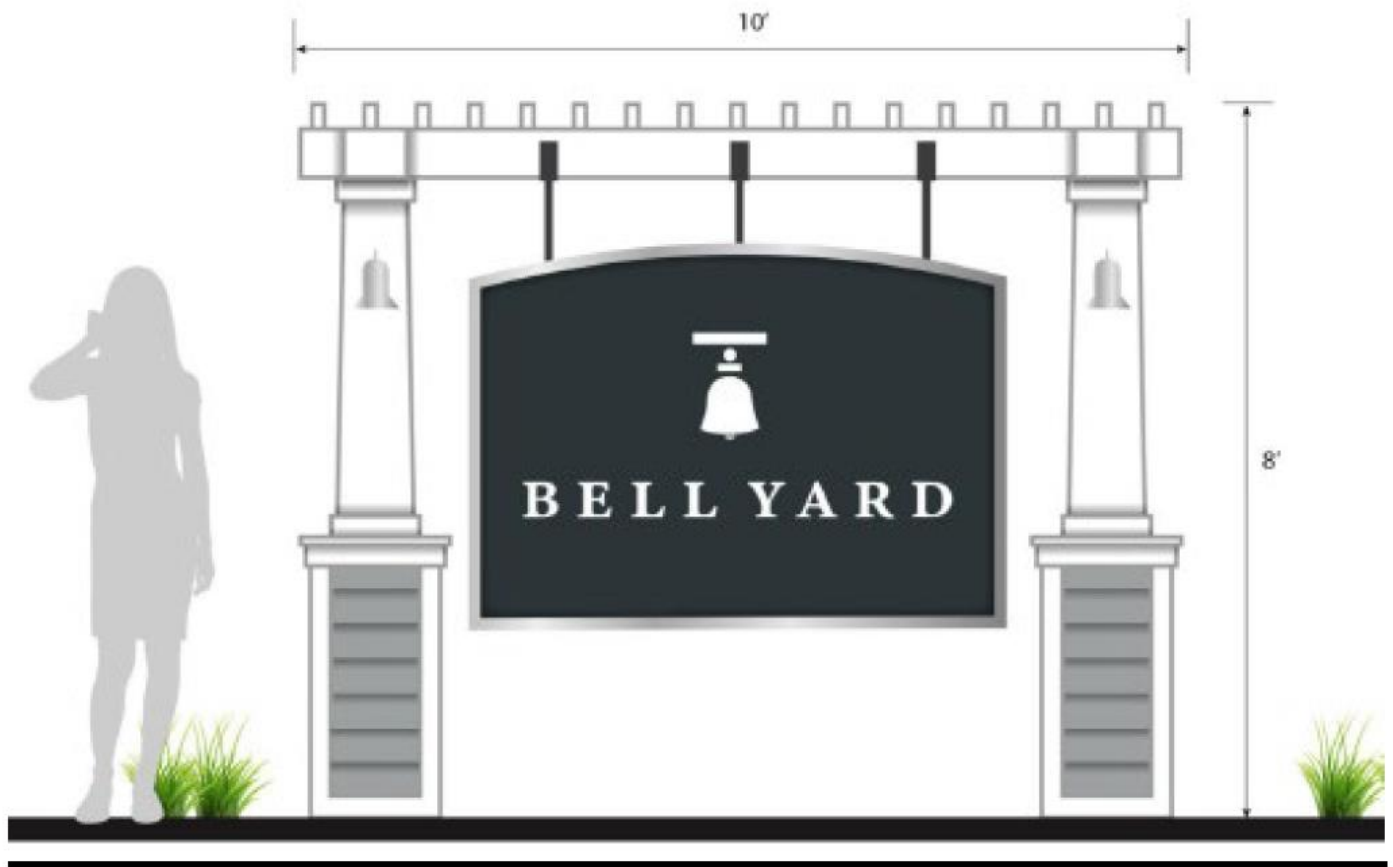


EXHIBIT "G"

Draft Minutes for the October 6, 2021 Planning Commission Regular Meeting

D) SUP21-316 Public hearing and recommendation to City Council regarding a proposed zone change to apply a Special Use Permit to allow multifamily residential use in the “APD” Agricultural/Pre-Development District, on approximately 18 acres out of the John Thompson Survey No. 21, Abstract No. 608, Comal County, Texas, addressed at 441 Ron Road. Applicant: Aspen Heights Partners (T.C. Selman); Owner: Crystal Kindred; Case Manager: Matt Greene.

Mr. Greene presented and recommended approval as stated in staff report.

Chair Edwards asked if there were questions for staff.

Discussion followed on masonry walls and nearby developments.

Chair Edwards asked if the applicant would like to speak.

TC Selman elaborated on the intent behind the request and presented additional plans.

Chair Edwards asked if anyone would like to speak in favor of the request.

No one spoke.

Chair Edwards asked if anyone would like to speak in opposition of the request.

No one spoke.

Chair Edwards asked if there were further discussion or a motion.

Motion by Vice Chair Laskowski, seconded by Commissioner Reaves, to recommend approval of the proposed zone change to apply a Special Use Permit to allow multifamily residential use in the “APD” Agricultural/Pre-Development District, on approximately 18 acres out of the John Thompson Survey No. 21, Abstract No. 608, Comal County, Texas, addressed at 441 Ron Road. Motion carried (7-0-0).

11/8/2021

Agenda Item No. L)

PRESENTER:

Christopher J. Looney, AICP, Planning & Development Services Director

SUBJECT:

Approval of the second and final reading of an ordinance regarding a proposed rezoning from “M-1” Light Industrial District and “APD” Agricultural/Pre-Development District to “C-1B” General Business District with a Special Use Permit to allow the expansion of an existing zoo on approximately 19.2 acres, consisting of Lots 2, 3, 4, 5 and 6, Collins Estates, Unit 2, addressed at 5562, 5640 and 5686 IH 35 S and 203 and 223 Rusch Ln.

DEPARTMENT: Planning and Development Services**COUNCIL DISTRICTS IMPACTED:** Council District 1**BACKGROUND INFORMATION:**

Case #: SUP21-319

Owners: ET Animal Real Estate, Inc. (Eric Trager)
1541 White Water Rd.
New Braunfels, TX 78132
(830) 708-4041 drtrager@hczoo.com
(Lots 2, 3 & 6)

Eric Trager
1541 White Water Rd.
New Braunfels, TX 78132
(830) 708-4041 dtrager@hczoo.com
(Lot 4)

Susan Turner
203 Rusch Ln.
New Braunfels, TX 78132
(830) 832-1724 susanlineberry1952@gmail.com
(Lot 5)

Applicant: Mark Stuart
605 Ridgecliff Dr.
New Braunfels, TX 78130
(830) 237-7639 mark@markstuartarchitect.com

City Council held a public hearing on October 25, 2021 and unanimously approved the first reading of the ordinance for the applicants' requested rezoning and Special Use Permit with recommended conditions (7-0-0)

The subject property comprises approximately 19.2 acres on the northwest corner of the intersection of the IH 35 Access Road and Rusch Lane. It is zoned "M-1" Light Industrial District and "APD" Agricultural/Pre-Development District, consists of Lots 2-6, Collins Estates, Unit 2 Subdivision and is partially developed with the Animal World and Snake Farm Zoo. The existing business opened as the "Snake Farm" in 1967 and was established prior to the property being annexed into the City Limits of New Braunfels in 1981 (area zoned M-1) and in 2007 (area zoned APD).

The existing zoo is considered a non-conforming use as the City's Zoning Ordinance does not list "zoo" as a permitted or prohibited use. For such uses that are not specifically listed as a permitted use nor specifically prohibited, an applicant may request approval of a Special Use Permit for the particular use or expansion of the existing non-conforming use.

The owner of the existing zoo is requesting rezoning of the property to "C-1B" General Business District to establish a uniform zoning designation for the property as it is currently zoned M-1 and APD. The applicant is also requesting approval of a Special Use Permit to allow expansion of the existing zoo on undeveloped portions of the property. The zoo owner has no site plan or other major details for the proposed expansion at this time and is seeking approval of the rezoning and the Special Use Permit (Type 1, no site plan) to ensure the zoo would be an allowed use prior to having an architect and engineer design the plans for expansion.

A portion of the property owned by the zoo, 3.75 acres, is located outside city limits and is not subject to land use regulation and is therefore not part of the subject property identified for this particular request.

Surrounding Zoning and Land Use:

North - Outside City Limits/Undeveloped and a trucking business

South - M-1, M-1A and APD, Across IH 35, M-1 and M-1A/Diesel automotive repair shop, towing business, church, contractor equipment rental business, warehouse and transport business, retail business and multifamily residential

East - Outside City Limits and across Rusch Lane, M-1/Retail and single family residential

West - APD and Outside City Limits/Undeveloped

ISSUE:

Rezoning of the property to C-1B and expansion of the existing zoo through approval of a Special Use Permit would be consistent with the following actions in the Comprehensive Plan:

Action 1.3: Encourage balanced and fiscally responsible land use patterns.

Action 3.21: Enhance local recreational venues.

The property lies within the Oak Creek Sub Area near existing Employment, Market, Civic and Outdoor Recreation Centers and is in close proximity to Employment and Market Centers and Transitional Mixed-Use Corridors.

FISCAL IMPACT:

N/A

RECOMMENDATION:

The Planning Commission held a public hearing on October 6, 2021. A motion to recommend approval passed unanimously (7-0-0, with Commissioners Gibson and Nolte absent).

Staff recommends approval with the following conditions:

1. All standards of the Zoning Ordinance will be met.
2. Zoo operations must be in compliance with Chapter 6, Animals, of the City of New Braunfels Code of Ordinances.

The proposed zoning and use of the property is consistent with existing zoning and land uses in the immediate area.

Mailed notification as required by state statute:

Public hearing notices were sent to 5 owners of property within 200 feet of the request. To date, staff has received no responses.

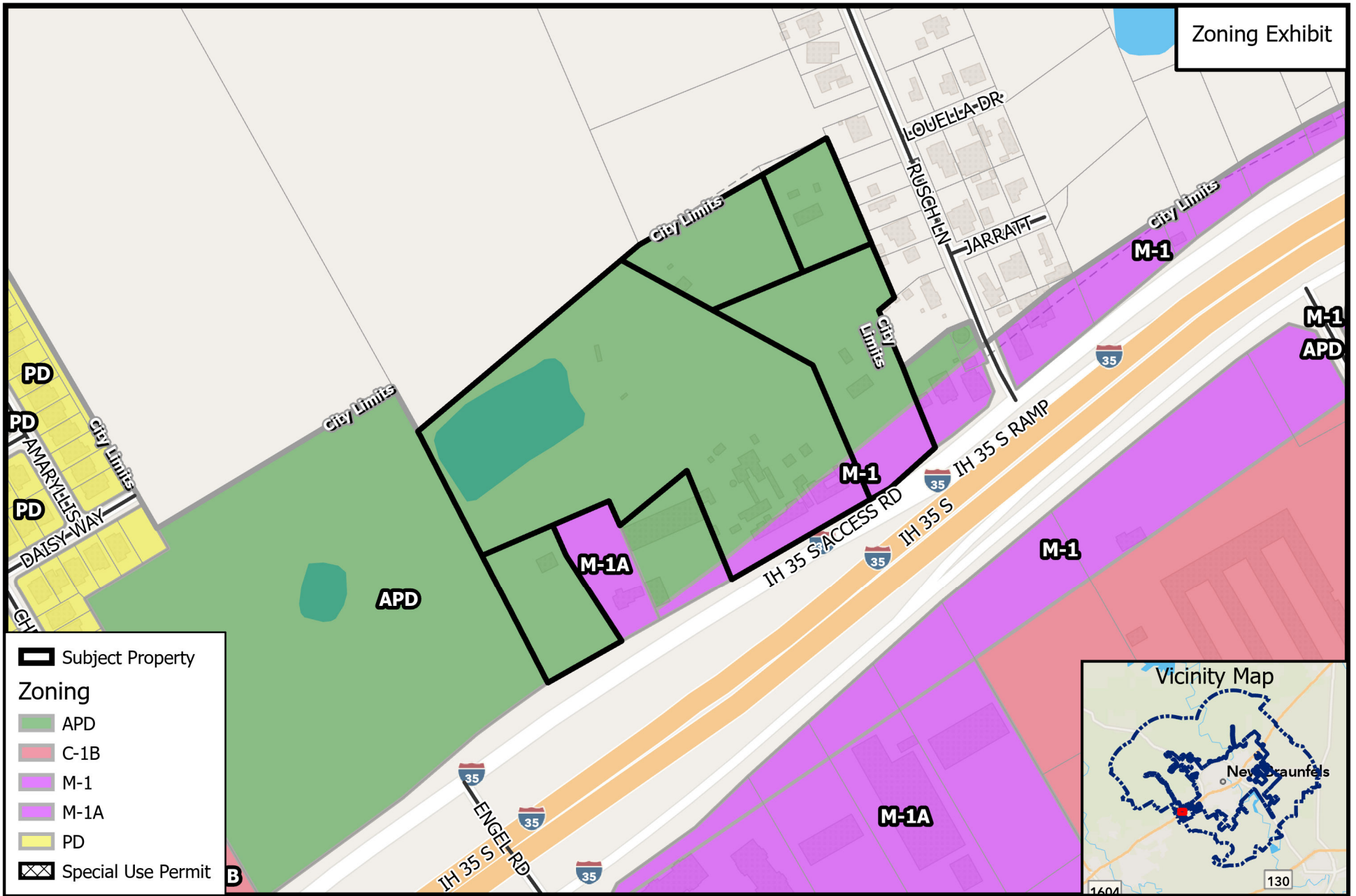
Resource Links:

- 3.3-11 :M-1” Light Industrial District of the City’s Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- 3.4-1 “APD” Agricultural/Pre-Development District of the City’s Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- 3.4-13 “C-1B” General Business District of the City’s Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- 3.6 Special Use Permits of the City’s Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 6 Animals of the City’s Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?nodeId=PTIICOOR_CH6AN

Attachments:

- Aerial Map
- Land Use Maps (Zoning, Existing Land Use, Future Land Use)
- District Comparison Chart
- TIA Worksheet
- Notification List and Map
- Photographs
- Excerpt of Minutes of the October 6, 2021 Planning Commission Regular Meeting
- Ordinance





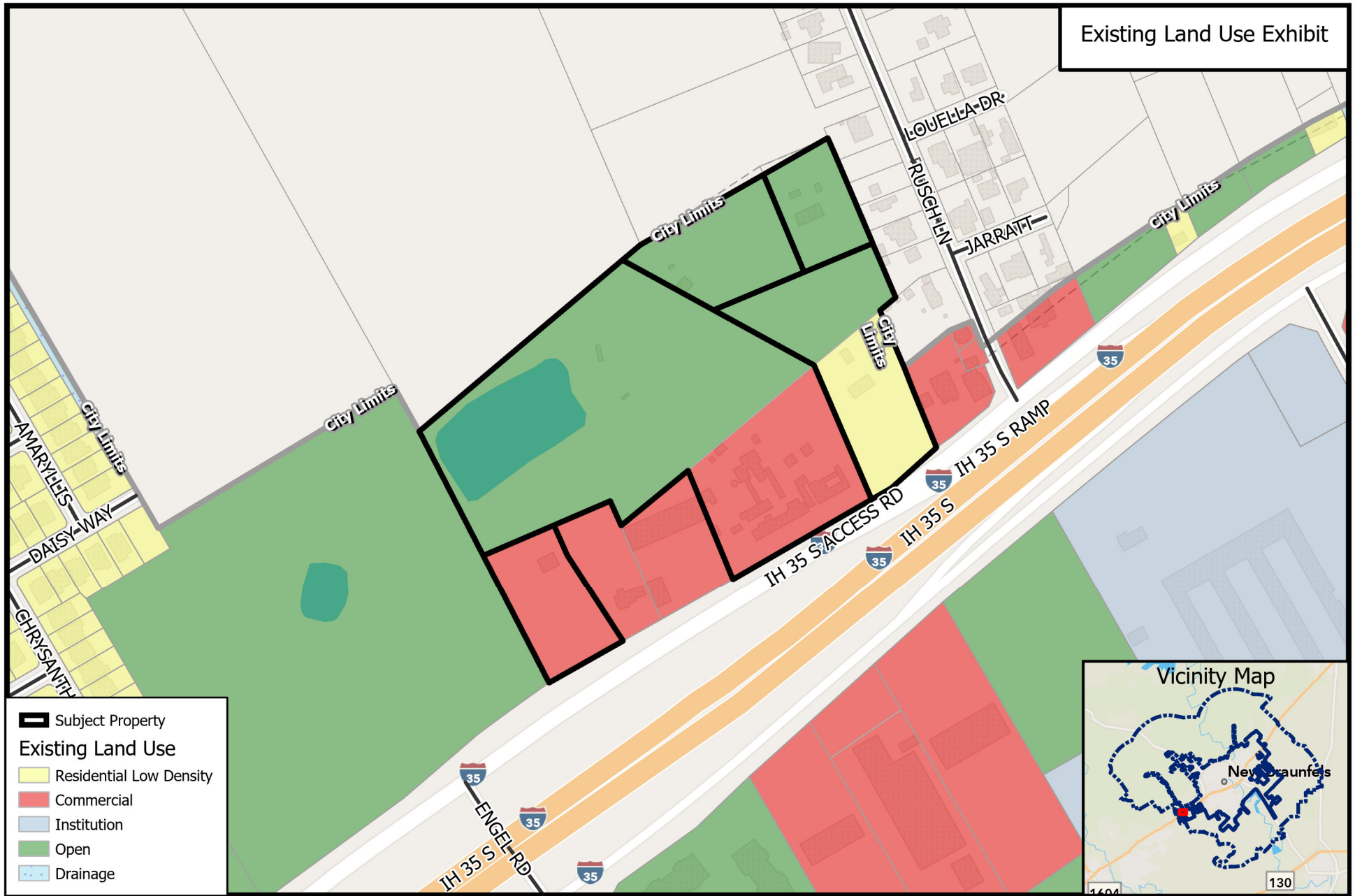
SUP21-319

Special Use Permit to expand existing land use

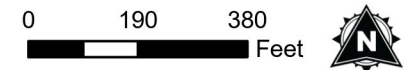


Source: City of New Braunfels Planning
Date: 9/22/2021

DISCLAIMER: This map and information contained in it were developed for use by the City of New Braunfels. Any use or reliance on this map by else is at that party's risk and without liability to the City of New Braunfels, its officials or employees for any discrepancies, errors, or variances which may exist.



SUP21-319
Special Use Permit to expand existing land use





- ◆ Located in the Oak Creek Sub-Area
- ◆ Near future Market and Employment Centers and a Transitional Mixed-Use Corridor
- ◆ Near Existing Market, Employment, Civic and Outdoor Recreation Centers

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 3.21:** Enhance local recreational venues.

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

Barber/beauty college (barber or cosmetology school or college)		P	P
Barber/beauty shop, haircutting (non-college)		P	P
Barns and farm equipment storage (related to agricultural uses)	P	P	P
Battery charging station		P	P
Bed and breakfast inn (see section 144-5.6)			P
Bicycle sales and/or repair		P	P
Billiard/pool facility		P	P
Bingo facility		P	P
Bio-medical facilities		P	P
Blacksmith or wagon shops		P	
Blooming or rolling mills			
Boarding house/lodging house			
Book binding		P	P
Book store		P	P
Bottling or distribution plants (milk)		P	
Bottling works		P	
Bowling alley/center (see section 144-5.13)		P	P
Breweries/distilleries and manufacture of alcohol and alcoholic beverages			
Broadcast station (with tower) (see section 144-5.7)		P	P
Bulk storage of gasoline, petroleum products, liquefied petroleum and flammable liquids (see section 5.27)			
Bus barns or lots		P	P
Bus passenger stations		P	P
Cabin or cottage (rental)			
Cabin or cottage (rental for more than 30 days)			
Cafeteria/cafe/delicatessen		P	P
Campers' supplies		P	P
Campgrounds			
Canning/preserving factories			
Car wash (self-service; automated)		P	P
Car wash, full service (detail shop)		P	P
Carpenter, cabinet, or pattern shops		P	P
Carpet cleaning establishments		P	P
Caterer		P	P
Cement, lime, gypsum or plaster of Paris manufacture			
Cemetery and/or mausoleum	P	P	P
Check cashing service		P	P
Chemical laboratories (e.g., ammonia, bleaching powder)			
Chemical laboratories (not producing noxious fumes or odors)		P	
Child day care/children's nursery (business)			P
Church/place of religious assembly	P	P	P
Cider mills			
Civic/conference center and facilities		P	P
Cleaning, pressing and dyeing (non-explosive fluids used)		P	P
Clinic (dental)		P	P
Clinic (emergency care)		P	P
Clinic (medical)		P	P

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

Farms, general (livestock/ranch) (see chapter 6 and section 144-5.9)	P	P	P
Feed and grain store		P	P
Fertilizer manufacture and storage			
Filling station (gasoline tanks must be below the ground)		P	P
Florist		P	P
Flour mills, feed mills, and grain processing	P	P	
Food or grocery store with gasoline sales		P	P
Food or grocery store without gasoline sales		P	P
Food processing (no outside public consumption)		P	
Forge (hand)		P	
Forge (power)		P	
Fraternal organization/civic club (private club)		P	P
Freight terminal, rail/truck (when any storage of freight is wholly outside an enclosed building)		P	
Freight terminal, truck (all storage of freight in an enclosed building)		P	
Frozen food storage for individual or family use		P	P
Funeral home/mortuary		P	P
Furniture manufacture		P	
Furniture sales (indoor)		P	P
Galvanizing works		P	
Garbage, offal or dead animal reduction or dumping			
Garden shops and greenhouses		P	P
Gas manufacture			
Gas or oil wells			
Golf course (public or private)	P	P	P
Golf course (miniature)		P	P
Government building or use with no outside storage (outside storage allowed in M-2 and M-2A)	P	P	P
Grain elevator	P	P	
Greenhouse (commercial)		P	P
Handicraft shop		P	P
Hardware store		P	P
Hay, grain, and/or feed sales (wholesale)	P		
Health club (physical fitness; indoors only)		P	P
Heating and air-conditioning sales/services		P	
Heavy load (farm) vehicle sales/repair (see section 144-5.14)		P	P
Heavy manufacturing			
Heliport		P	
Hides/skins (tanning)			
Home occupation (see section 144-5.5)	P		
Home repair and yard equipment retail and rental outlets		P	P
Hospice			P
Hospital, general (acute care/chronic care)		P	P
Hospital, rehabilitation		P	P
Hotel/motel		P	P
Hotels/motels—Extended stay (residence hotels)			P
Ice delivery stations (for storage and sale of ice at retail only)		P	P

Ice plants		P	
Indoor or covered sports facility			
Industrial laundries		P	
Iron and steel manufacture			
Junkyards, including storage, sorting, baling or processing of rags			
Kiosk (providing a retail service)		P	P
Laboratory equipment manufacturing		P	
Laundromat and laundry pickup stations		P	P
Laundry, commercial (without self-serve)		P	P
Laundry/dry cleaning (drop off/pick up)		P	P
Laundry/washateria (self-serve)		P	P
Lawnmower sales and/or repair		P	P
Leather products manufacturing		P	
Light manufacturing		P	
Limousine/taxi service		P	P
Livestock sales/auction	P		
Locksmith		P	P
Lumber mill			
Lumberyard (see section 144-5.15)		P	
Lumberyard or building material sales (see section 144-5.15)		P	
Machine shop		P	
Maintenance/janitorial service		P	P
Major appliance sales (indoor)		P	P
Manufacture of carbon batteries			
Manufacture of paint, lacquer, oil, turpentine, varnish, enamel, etc.			
Manufacture of rubber, glucose, or dextrin			
Manufactured home—HUD Code compliant (see Texas Occupations Code ch. 1201)			
Manufactured home park—HUD Code compliant (see Texas Occupations Code ch. 1201)			
Manufactured home subdivision—HUD Code compliant (see Texas Occupations Code ch. 1201)			
Manufactured home sales		P	
Manufacturing and processes		P	
Manufacturing processes not listed			
Market (public, flea)		P	
Martial arts school		P	P
Meat or fish packing/storage plants			
Medical supplies and equipment		P	P
Metal fabrication shop		P	
Micro brewery (onsite mfg. and/or sales)		P	P
Mini-warehouse/self-storage units (no boat and RV storage permitted)		P	P
Mini-warehouse/self-storage units with outside boat and RV storage		P	P
Monument, gravestone, or marble works (manufacture)			
Motion picture studio, commercial film		P	P
Motion picture theater (indoors)		P	P
Motion picture theater (outdoors, drive-in)		P	P

Motorcycle dealer (primarily new/repair)		P	P
Moving storage company		P	P
Moving, transfer, or storage plant		P	
Multifamily (apartments/condominiums)			
Museum		P	P
Natural resource extraction and mining			
Needlework shop		P	P
Nonbulk storage of gasoline, petroleum products and liquefied petroleum		P	
Nursing/convalescent home/sanitarium			P
Offices, brokerage services		P	P
Offices, business or professional		P	P
Offices, computer programming and data processing		P	P
Offices, consulting		P	P
Offices, engineering, architecture, surveying or similar		P	P
Offices, health services		P	P
Offices, insurance agency		P	P
Offices, legal services, including court reporting		P	P
Offices, medical offices		P	P
Offices, real estate		P	P
Offices, security/commodity brokers, dealers, exchanges and financial services		P	P
Oil compounding and barreling plants			
One-family dwelling, detached	P		
Outside storage (as primary use)		P	
Paint manufacturing			
Paper or pulp manufacture			
Park and/or playground (private and public)	P	P	P
Parking lots (for passenger car only) (not as incidental to the main use)		P	P
Parking structure/public garage		P	P
Pawn shop		P	P
Personal watercraft sales (primarily new/repair)		P	P
Pet shop/supplies (less than 10,000 sq. ft.)		P	P
Pet store (over 10,000 sq. ft.)		P	P
Petroleum or its products (refining of)			
Photo engraving plant		P	
Photographic printing/duplicating/copy shop or printing shop		P	P
Photographic studio (no sale of cameras or supplies)		P	P
Photographic supply		P	P
Plant nursery (no retail sales on site)	P	P	P
Plant nursery (retail sales/outdoor storage)		P	P
Plastic products molding/reshaping		P	
Plumbing shop		P	P
Portable building sales		P	P
Poultry killing or dressing for commercial purposes		P	
Propane sales (retail)		P	
Public recreation/services building for public park/playground areas		P	P

Publishing/printing company (e.g., newspaper)		P	P
Quick lube/oil change/minor inspection		P	P
Radio/television shop, electronics, computer repair		P	P
Railroad roundhouses or shops			
Rappelling facilities		P	
Recreation buildings (private)		P	P
Recreation buildings (public)	P	P	P
Recycling kiosk		P	P
Refreshment/beverage stand		P	P
Rental or occupancy for less than one month (see section 144-5.17)			
Research lab (non-hazardous)		P	P
Residential use in buildings with non-residential uses permitted in the district			
Restaurant/prepared food sales		P	P
Restaurant with drive-through service		P	P
Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less)		P	P
Retail store and shopping center with drive-through service (50,000 sq. ft. bldg. or less)		P	P
Retail store and shopping center (more than 50,000 sq. ft. bldg.)		P	P
Retirement home/home for the aged			P
Rock crushers and rock quarries			
Rodeo grounds	P	P	
RV park			P
RV/travel trailer sales		P	P
Sand/gravel sales (storage or sales)			
School, K-12 public or private	P	P	P
School, vocational (business/commercial trade)		P	P
Security monitoring company (no outside storage or installation)		P	P
Security systems installation company		P	P
Sexually oriented business (see chapter 18)			
Sheet metal shop		P	
Shoe repair shops		P	P
Shooting gallery—Indoor (see section 144-5.13)		P	P
Shooting range—Outdoor (see section 144-5.13)			
Shopping center		P	P
Sign manufacturing/painting plant		P	P
Single-family industrialized home (see section 144-5.8)	P		
Smelting of tin, copper, zinc or iron ores			
Specialty shops in support of project guests and tourists		P	P
Stables (as a business) (see chapter 6)	P		
Stables (private, accessory use) (see chapter 6)	P		
Steel furnaces			
Stockyards or slaughtering			
Stone/clay/glass manufacturing		P	
Storage—Exterior storage for boats and recreational vehicles		P	P
Storage in bulk		P	
Structural iron or pipe works			

Studio for radio or television, without tower (see zoning district for tower authorization)		P	P
Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.)		P	P
Sugar refineries			
Tailor shop (see home occupation)		P	P
Tar distillation or manufacture			
Tattoo or body piercing studio		P	P
Taxidermist		P	P
Telecommunications towers/antennas (see section 144-5.7)			
Telemarketing agency		P	P
Telephone exchange buildings (office only)		P	P
Tennis court (commercial)		P	P
Theater (non-motion picture; live drama)		P	P
Tire sales (outdoors)		P	P
Tool rental		P	P
Townhouse (attached)			
Transfer station (refuse/pick-up)		P	
Travel agency		P	P
Truck or transit terminal		P	
Truck stop			
Tuber entrance and takeout facilities (see section 144-5.13)			
University or college (public or private)		P	P
Upholstery shop (non-auto)		P	P
Used or second hand merchandise/furniture store		P	P
Vacuum cleaner sales and repair		P	P
Vehicle storage facility			P
Veterinary hospital (no outside animal runs or kennels)		P	P
Veterinary hospital (with outdoor animal runs or kennels that may not be used between the hours of 9:00 p.m. and 7:00 a.m.)		P	
Video rental/sales		P	P
Warehouse/office and storage/distribution center		P	
Waterfront amusement facilities—Berthing facilities sales and rentals		P	
Waterfront amusement facilities—Boat fuel storage/dispensing facilities		P	
Waterfront amusement facilities—Boat landing piers/launching ramps		P	
Waterfront amusement facilities—Swimming/wading pools/bathhouses		P	P
Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system	P	P	P
Welding shop		P	
Wholesale sales offices and sample rooms		P	P
Wire or rod mills			
Wood distillation plants (charcoal, tar, turpentine, etc.)			
Woodworking shop (ornamental)		P	P
Wool scouring			
Zero lot line/patio homes			

CITY OF NEW BRAUNFELS TRAFFIC IMPACT ANALYSIS (TIA) WORKSHEET

Complete this worksheet as a requirement for zoning, master plan, plat and permit as specified in City of New Braunfels Code of Ordinances Sections 114-99 and 118-46.
 Note: The Code provides the minimum information for a TIA report and it is recommended that a scoping meeting be scheduled with the Engineering Division.

Section 1: General Information

General Information	
Project Name:	Date:
Subdivision Plat Name:	
Location? <input type="checkbox"/> City of New Braunfels <input type="checkbox"/> New Braunfels ETJ	Project Address/Location: <input type="checkbox"/> Comal County <input type="checkbox"/> Guadalupe County
Owner Name:	Owner Email:
Owner Address:	Owner Phone:
Preparer Company:	
Preparer Name:	Preparer Email:
Preparer Address:	Preparer Phone:
TIA Report scoping meeting with City Engineering Division staff? <input type="checkbox"/> Yes. Date: <input type="checkbox"/> No.	TIA Worksheet/Report approved with previous zoning, plan, plat or permit? <input type="checkbox"/> No. Complete Page 1 only. <input type="checkbox"/> Yes. Complete Pages 1 and 2.
Application Type or Reason for TIA Worksheet/Report	
<input type="checkbox"/> Zoning/Concept Plan/Detail Plan <input type="checkbox"/> Master Plan <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Permit <input type="checkbox"/> Other	
TIA Submittal Type (A TIA Worksheet is required with all zoning, plan, plat and permit applications)	
<input type="checkbox"/> TIA Worksheet Only (100 peak hour trips or less)	<input type="checkbox"/> Level 1 TIA Report (101-500 peak hour trips)
<input type="checkbox"/> TIA Worksheet Only – Previous TIA Report Approved	<input type="checkbox"/> Level 2 TIA Report (501-1,000 peak hour trips)
<input type="checkbox"/> TIA Worksheet Only – Previous TIA Report not required (supporting documentation may be required)	<input type="checkbox"/> Level 3 TIA Report (1,001 or more peak hour trips)

Section 2: Proposed Land Use and Trip Information for Application

Unit	Land Use	ITE Code ¹	ITE Unit ²	Est. Project Units	Critical Peak Hour	AM Peak Hour Rate	PM Peak Hour Rate	WKND Peak Hour Rate	Daily Trip Rate	AM Peak Hour Trips	PM Peak Hour Trips	WKND Peak Hour Trips	Daily Trips
Total from additional tabulation sheet (if necessary):										Total:			

¹Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition or most recent; ²E.g., Dwelling Units, Acres, Employees, KSF, etc.

Internal Use Only	Reviewed by:	Date:
	<input type="checkbox"/> TIA Worksheet is acceptable. <input type="checkbox"/> TIA Worksheet requires corrections.	<input type="checkbox"/> TIA Report required. <input type="checkbox"/> TIA Report not required.

PLANNING COMMISSION – OCTOBER 6, 2021 – 6:00PM

City Hall Council Chambers

Applicant/Owner: Mark Stuart, agent for ET Animal Real Estate, Inc., Eric Trager and Susan Turner

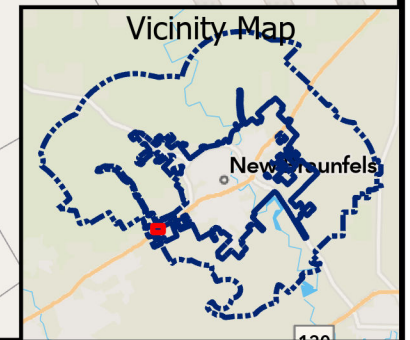
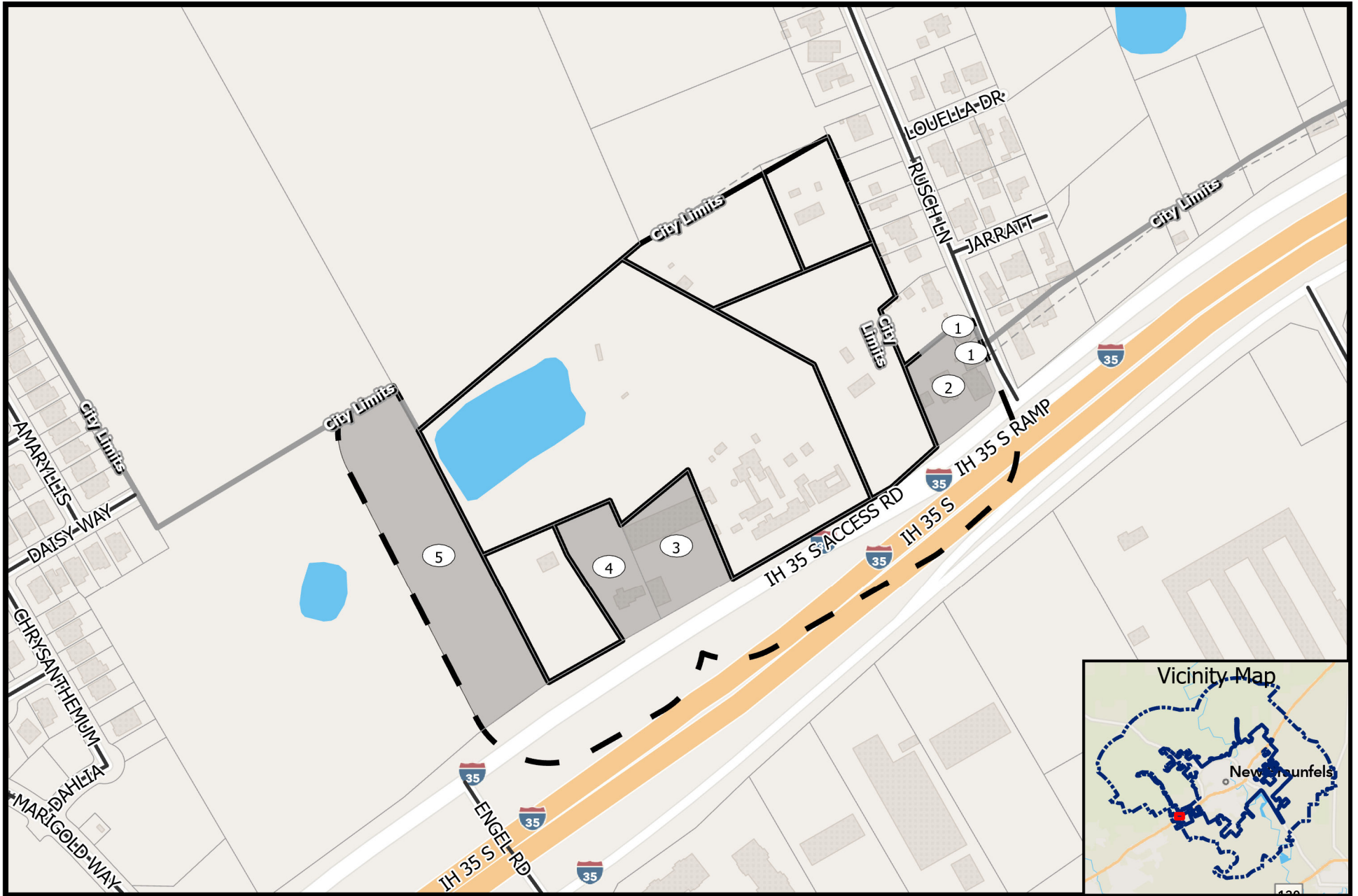
Address/Location: Lots 2, 3, 4, 5 and 6, Collins Estates, Unit 2, addressed at 5562, 5640 and 5686 IH 35 S and 203 and 223 Rusch Ln

PROPOSED SPECIAL USE PERMIT – CASE #SUP21-319

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”.

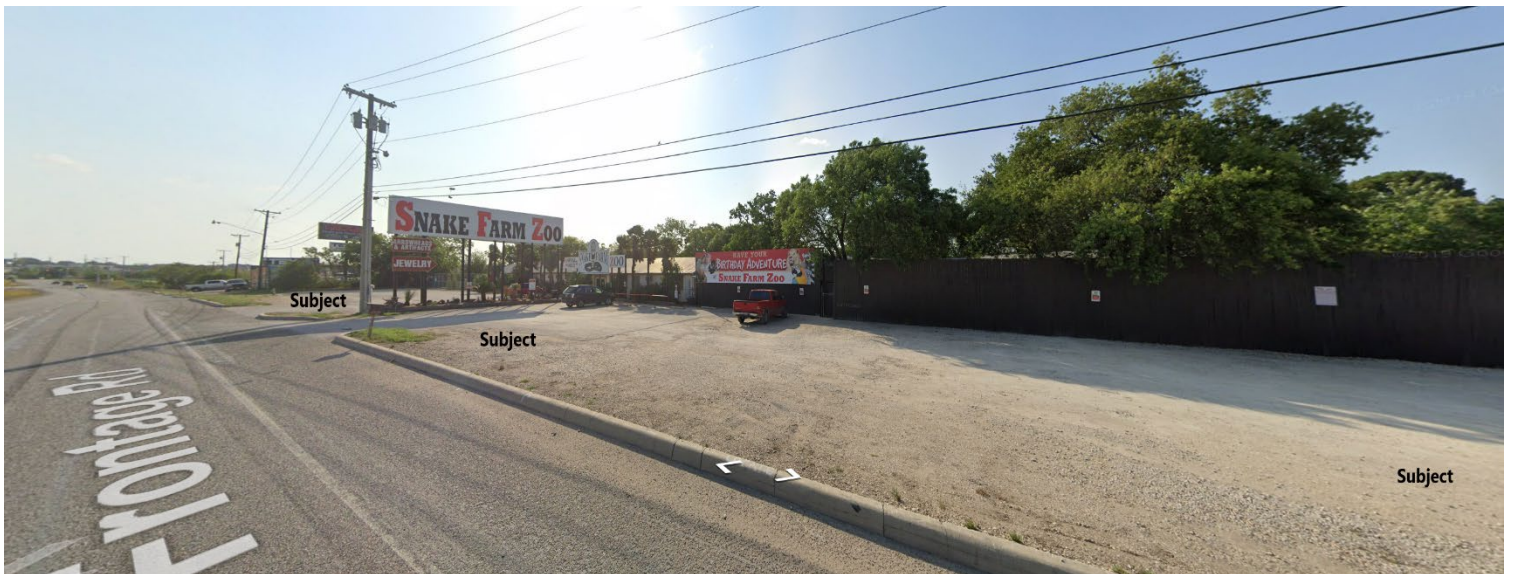
- | | |
|---------------------------------------|-----------------------------|
| 1. NEW BRAUNFELS CITY OF | 4. TURKEY CREEK RANCHES LTD |
| 2. ET ANIMAL REAL ESTATE INC | 5. MELLYN JOHN R & SUSAN |
| 3. NELSON CENTURY CAPITAL PARTNERS LP | |

SEE MAP



SUP21-319 **Special Use Permit to expand existing land use**







Draft Minutes for the October 6, 2021 Planning Commission Regular Meeting

E) SUP21-319 Public hearing and recommendation to City Council regarding a proposed rezoning from “M-1” Light Industrial District and “APD” Agricultural Pre-Development District to “C-1B” General Business District with a Special Use Permit to allow the expansion of an existing zoo on approximately 19.2 acres, consisting of Lots 2, 3, 4, 5 and 6, Collins Estates, Unit 2, addressed at 5562, 5640, and 5686 IH 35 Sand 203 and 223 Rusch Ln. Applicant: Mark Stuart, Owners: ET Animal Real Estate, Inc., Eric Trager and Susan Turner; Case Manager: Matt Greene.

Mr. Greene presented and recommended approval as stated in staff report.

Chair Edwards asked if there were questions for staff.

Chair Edwards asked if the applicant would like to speak.

Mark Stuart stated he is present to answer any questions.

Chair Edwards asked if anyone would like to speak in favor of the request.

No one spoke.

Chair Edwards asked if anyone would like to speak in opposition of the request.

No one spoke.

Chair Edwards asked if there were any questions for the applicant.

Chair Edwards asked if there were further discussion or a motion.

Motion by Vice Chair Laskowski, seconded by Commissioner Reaves, to recommend approval of the proposed rezoning from “M-1” Light Industrial District and “APD” Agricultural Pre-Development District to “C-1B” General Business District with a Special Use Permit to allow the expansion of an existing zoo on approximately 19.2 acres, consisting of Lots 2, 3, 4, 5 and 6, Collins Estates, Unit 2, addressed at 5562, 5640, and 5686 IH 35 Sand 203 and 223 Rusch Ln. Motion carried (7-0-0).

ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, REZONING OF APPROXIMATELY 19.2 ACRES, CONSISTING OF LOTS 2, 3, 4, AND PORTIONS OF LOTS 5 AND 6, COLLINS ESTATES, UNIT 2, ADDRESSED AT 5562, 5640 AND 5686 IH 35 SOUTH AND 203 AND 223 RUSCH LANE, FROM “M-1” LIGHT INDUSTRIAL DISTRICT AND “APD” AGRICULTURAL/PRE-DEVELOPMENT DISTRICT TO “C-1B” GENERAL BUSINESS DISTRICT; AND GRANTING A TYPE 1 SPECIAL USE PERMIT TO AUTHORIZE THE LAND USE AND TO ALLOW THE EXPANSION OF AN EXISTING ZOO; 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-1B” General Business District, the City Council has given due consideration to all components of said district; and

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

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

WHEREAS, the City Council desires to amend the Zoning Map by changing the zoning of approximately 19.2 acres consisting of Lots 2, 3, 4, and portions of Lots 5 and 6, Collins Estates, Unit 2, addressed at 5562, 5640 and 5686 IH 35 South and 203 and 223 Rusch Lane, from “M-1” Light Industrial District and “APD” Agricultural/Pre-Development District to “C-1B” General Business District; and

WHEREAS, in keeping with the spirit and objectives of a Type 1 Special Use Permit, the City Council has given due consideration to all components of said permit; and

WHEREAS, the City recognizes that granting such a permit is possible while promoting the health, safety and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

WHEREAS, it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatible and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a

Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144 of the New Braunfels Code of Ordinances; and

WHEREAS, the property is located an area suitable for the proposed uses; and

WHEREAS, the City Council desires to grant approval of a Type 1 Special Use Permit authorizing an existing zoo to be an allowed use, in the “C-1B” General Business District on approximately 19.2 acres consisting of Lots 2, 3, 4 and portions of Lots 5 and 6, Collins Estates, Unit 2, addressed at 5562, 5640 and 5686 IH 35 South and 203 and 223 Rusch Lane.

WHEREAS, the requested rezone supports the visions and goals of the City’s Envision New Braunfels Comprehensive Plan; **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 changing the following described tract of land from “M-1” Light Industrial District and “APD” Agricultural/Pre-Development District to “C-1B” General Business District and designating said property with a “Type 1 Special Use Permit” to allow the expansion of an existing zoo:

Being Lots 2, 3, 4, and portions of Lots 5 and 6, Collins Estates, Unit 2, Comal County, Texas, addressed at 5562, 5640 and 5686 IH 35 South and 203 and 223 Rusch Lane, as delineated in Exhibit ‘A’.

SECTION 2

THAT the Special Use Permit be subject to the following conditions:

1. All standards of the Zoning Ordinance shall be met.
2. Zoo operations shall be in compliance with Chapter 6, Animals, of the City of New Braunfels Code of Ordinances as amended from time to time.

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 25th day of October, 2021.

PASSED AND APPROVED: Second reading this 8th day of November, 2021.

CITY OF NEW BRAUNFELS

RUSTY BROCKMAN, Mayor

ATTEST:

CAITLIN KROBOT, City Secretary

APPROVED AS TO FORM:

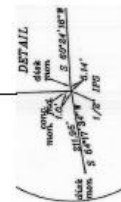
VALERIA M. ACEVEDO, City Attorney

COLLINS ESTATES UNIT TWO

Being 86.626 acres of land situated in the John Thompson Survey, No. 21, County of Comal, Texas, and called 89.081 acres described in Volume 154, Page 68 of the Deed Records, the remainder of a tract of land called 1.719 acres recorded in Volume 1000, Page 885 of the Official Public Records, the remainder of a tract of land called 8.958 acres described in Index 20060051747 of the Official Public Records of Comal County, Texas, and called 2.400 acres described in Index 20010017148 of the Official Public Records of Comal County, Texas.

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	1472.70	84.24	168.29	5.32.51	3°53'26"	166.20	S 82°19'41" W
C2	1492.70	81.95	163.73	5.17°05'	3°50'15"	163.65	S 82°11'45" W

Course	Bearing	Distance
L1	N 07°43'25" E	150.34
L2	S 62°55'22" E	169.94
L3	S 67°44'55" W	163.18
L4	N 27°51'31" W	152.17
L5	S 55°45'14" W	166.78
L6	S 23°19'53" E	268.95
L7	S 32°47'41" E	208.40
L8	S 50°24'15" W	34.73
L9	S 22°40'49" E	14.75
L10	S 22°40'49" E	14.75
L11	N 07°44'56" E	70.01
L12	S 23°05'21" E	150.27
L13	S 67°44'56" W	175.00
L14	S 22°40'49" E	180.00
L15	S 67°19'11" W	180.00
L16	N 07°19'11" E	149.44
L17	S 50°24'15" W	202.14
L18	S 53°40'30" W	201.34
L19	S 53°40'30" W	98.59
L20	S 53°40'30" W	111.75
L21	S 58°44'34" W	202.55
L22	S 50°24'15" W	202.55
L23	N 67°19'11" E	203.18
L24	S 50°24'21" W	42.51



SUBJECT

Plot prepared February 21, 2008
Revised May 11, 2008
Revised June 11, 2008

Collins Estates, Unit Two
Page 2 of 2 08065

EXHIBIT 'A'

11/8/2021

Agenda Item No. A)

PRESENTER:

Gayle Wilkinson, Assistant City Secretary

SUBJECT:

Approval of a resolution to cast 484 votes toward the election of a member of the Comal Appraisal District Board of Directors.

DEPARTMENT: City Secretary

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

Section 6.03 (k) of the Texas Property Tax Code requires that “The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15.” Therefore, please submit results of that vote to the Chief Appraiser of the Comal Appraisal District by December 15, 2021. This year the City Council is entitled to cast 484 votes for the candidates listed on the below ballot.

Current Directors are:

- **Dan Krueger**
- **Wade Cleary**
- **Nancy Pappas**
- **John Kunz**
- **John Tyler**

Candidates are:

- **Eric Couch**
- **Brad Howell**
- **John Kuntz**
- **Randy Maschek**

-
- **Douglas Miller Jr.**
 - **Nancy Pappas**
 - **John Tyler**

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TEXAS 78130

RUFINO H. LOZANO, RPA-RTA-CCA
CHIEF APPRAISER

July 15, 2021

Mr. Robert Camareno
City of New Braunfels
550 Landa Street
New Braunfels, TX 78130

REF: Board of Directors Election

It is time to begin the Board of Directors election process for the 2022-2023 term. Each voting entity may nominate candidates for each position by resolution as stated in the tax code quoted below:

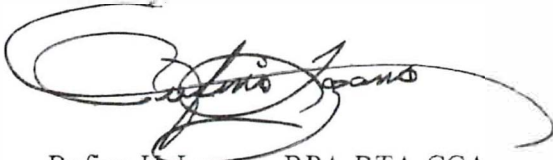
Section 6.03(g) of the Texas Property Tax Code states *"Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15."*

Each candidate must be eligible to serve as stated in the tax code quoted below:

Regarding eligibility, Section 6.03(a) states *"To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district."*

For your convenience we have attached a list of the current Board of Directors and whether or not the member is willing to serve again. Please submit the names of your nominees to this office no later than **October 15, 2021** so they may be placed on the official ballot.

Sincerely,



Rufino H. Lozano, RPA-RTA-CCA
Chief Appraiser

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TEXAS 78130

RUFINO H. LOZANO, RPA-RTA-CCA
CHIEF APPRAISER

COMAL APPRAISAL DISTRICT BOARD OF DIRECTORS 2022-2023 TERM

<u>POSITION</u>	<u>MEMBER</u>	<u>NOMINATING ENTITY 2020-2021 YEAR</u>	<u>WILLING TO SERVE 2022-2023</u>
Chairman	Dan Krueger	Comal ISD City of Schertz Boerne ISD	No
Vice Chairman	Wade Cleary	Comal ISD Boerne ISD	No
Secretary	Nancy Pappas	Comal ISD, Boerne ISD	Yes
Member	John Kunz	Comal ISD Boerne ISD	Yes
Member	John Tyler	Comal County CISD Boerne ISD	Yes

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TEXAS 78130

RUFINO H. LOZANO, RPA-RTA-CCA
CHIEF APPRAISER

October 18, 2021

Mayor Rusty Brockman
City of New Braunfels
550 Landa Street
New Braunfels, TX 78130

RE: 2022-2023 Board of Directors Election Ballot

Dear Honorable Rusty Brockman:

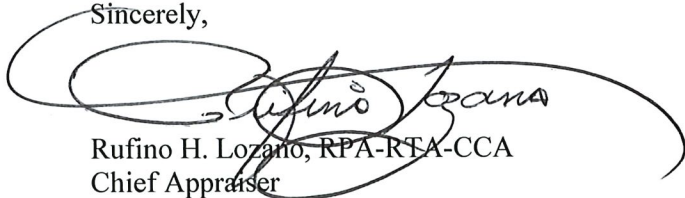
Enclosed is the 2022-2023 Board of Directors ballot for the City of New Braunfels. As per Section 6.03(d) of the Texas Property Tax Code, "The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district."

*WHEREAS, Section 6.03(k-1), [effective on January 01, 2022] This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

Also, Section 6.03 (k) of the Texas Property Tax Code requires that "The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15." Therefore please submit results of that vote to the Chief Appraiser of the Comal Appraisal District by December 15, 2021.

In calculating this year's votes, it is determined that the City of New Braunfels has **484 votes** to cast in this election.

Sincerely,



Rufino H. Lozano, RPA-RTA-CCA
Chief Appraiser

Enclosure

Cc: Mr. Robert Camareno

*Please consult your attorney for legal advice

OFFICIAL BALLOT

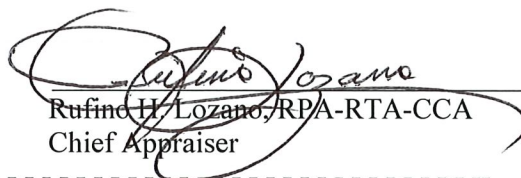
Issued to: City of New Braunfels

TO ELECT BOARD OF DIRECTORS FOR THE COMAL APPRAISAL DISTRICT FOR THE YEARS 2022-2023

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate or divide those votes amount any number of the candidates. You have **484** total available votes.

	CANDIDATES	NOMINATING BODY	VOTES CAST
1.	Eric Couch	CONB	_____
2.	Brad Howell	CISD	_____
3.	John Kuntz	CISD	_____
4.	Randy Maschek	COGR	_____
5.	Douglas Miller Jr.	CISD	_____
6.	Nancy Pappas	CISD	_____
7.	John Tyler	Comal County, CISD	_____

Issued under my hand this 18th day of October, 2021.


Rufino H. Lozano, RPA-RTA-CCA
Chief Appraiser

----- RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR THE COMAL APPRAISAL DISTRICT FOR THE YEARS 2022-2023

WHEREAS, Section 6.03(k), of the Texas Property Tax Code requires that each taxing unit entitled to vote cast their vote by Resolution and submits results of that vote to the Chief Appraiser of the Comal Appraisal District by December 15, 2021.

*WHEREAS, Section 6.03(k-1), [effective on January 01, 2022] This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

THEREFORE, the City of New Braunfels submits the above Official Ballot, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the Comal Appraisal District.

ACTION TAKEN this _____ day of _____, 2021, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code for the purpose of casting votes to elect the Board of Directors of the Comal Appraisal District.

ATTEST:

*Please consult your attorney for legal advice

RESOLUTION NO. 2021-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS TO CAST FOUR HUNDRED EIGHTY-FOUR (484) VOTES TOWARD THE ELECTION OF A MEMBER OF THE COMAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, the City Council of the City of New Braunfels has been advised by the Chief Appraiser of the Comal Appraisal District, that the City has been allocated a total of FOUR HUNDRED EIGHTY-FOUR (484) votes which may be cast, all or in part for their candidate(s) of choice, for the Board of Directors, Comal Appraisal District.

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

THAT the City of New Braunfels, Texas hereby casts a total of FOUR HUNDRED EIGHTY-FOUR (484) votes toward the election of member(s) of the Comal Appraisal District Board of Directors as follows:

Candidates	Votes Cast
• Eric Couch	_____
• Brad Howell	_____
• John Kuntz	_____
• Randy Maschek	_____
• Douglas Miller Jr.	_____
• Nancy Pappas	_____
• John Tyler	_____

FURTHER, that the City Council of the City of New Braunfels submits the Official Ballot, attached hereto, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the Comal Appraisal District for 2022-2023.

PASSED, ADOPTED AND APPROVED this 8th day of November 2021.

CITY OF NEW BRAUNFELS

BY: _____
Rusty Brockman, Mayor

ATTEST:

Caitlin Krobot, City Secretary

OFFICIAL BALLOT

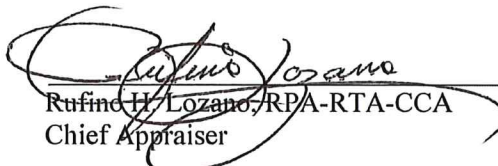
Issued to: City of New Braunfels

TO ELECT BOARD OF DIRECTORS FOR THE COMAL APPRAISAL DISTRICT FOR THE YEARS 2022-2023

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate or divide those votes amount any number of the candidates. You have 484 total available votes.

	CANDIDATES	NOMINATING BODY	VOTES CAST
1.	Eric Couch	CONB	_____
2.	Brad Howell	CISD	_____
3.	John Kuntz	CISD	_____
4.	Randy Maschek	COGR	_____
5.	Douglas Miller Jr.	CISD	_____
6.	Nancy Pappas	CISD	_____
7.	John Tyler	Comal County, CISD	_____

Issued under my hand this 18th day of October, 2021.


Rufino H. Lozano, RPA-RTA-CCA
Chief Appraiser

RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR THE COMAL APPRAISAL DISTRICT FOR THE YEARS 2022-2023

WHEREAS, Section 6.03(k), of the Texas Property Tax Code requires that each taxing unit entitled to vote cast their vote by Resolution and submits results of that vote to the Chief Appraiser of the Comal Appraisal District by December 15, 2021.

*WHEREAS, Section 6.03(k-1), [effective on January 01, 2022] This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

THEREFORE, the City of New Braunfels submits the above Official Ballot, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the Comal Appraisal District.

ACTION TAKEN this _____ day of _____, 2021, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code for the purpose of casting votes to elect the Board of Directors of the Comal Appraisal District.

ATTEST:

*Please consult your attorney for legal advice

11/8/2021

Agenda Item No. B)

PRESENTER:

Gayle Wilkinson, Assistant City Secretary

SUBJECT:

Approval of a resolution to cast 132 votes toward the election of a member of the Guadalupe Appraisal District Board of Directors.

DEPARTMENT: City Secretary

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

Section 6.03(k), of the Texas Tax Code, as amended by HB2043, requires that each taxing unit entitled to vote cast their vote by Resolution and submit results of that vote to the Chief Appraiser of Guadalupe Appraisal District for 2022-2023. This year the City Council is entitled to cast 132 votes for the candidates listed on the attached ballot.

Candidates are:

- Mr. Ben Amador
- Mr. Darren Dunn
- Mr. Daryl John
- Mr. Jim Lievens
- Ms. Letticia Sever

Current board of director members are:

- Dr. Greg Gilcrease - Chairman
- Mr. Darren Dunn - Vice-Chairman
- Mr. Daryl John - Secretary (TAC)
- Mr. Benito Amador, Jr.
- Mr. Gerald "Jerry" Perkins

GUADALUPE APPRAISAL DISTRICT



Main Office
3000 N. Austin St.
Seguin, Texas 78155
(830) 303-3313 Opt. 1
(830) 372-2874 (Fax)
gadprotest@guadalupead.org

Schertz Substation
1052 FM 78, Ste. 103
Schertz, Texas 78154
(830) 303-3313 Option 2
(877) 254-0888 (Fax)

October 19, 2021

9171 9690 0935 0259 2308 80

CITY OF NEW BRAUNFELS
City Council
Robert Camareno, City Manager
550 Landa St.
New Braunfels, TX 78130

Dear City Manager Camareno and City Council,

Enclosed is an Official Ballot to cast votes for the Guadalupe Appraisal District's Board of Directors election. Directions and a resolution format for submission are enclosed.

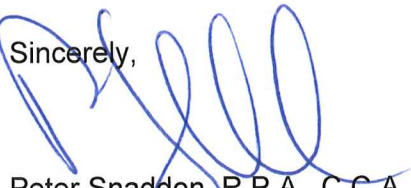
Per §6.03(k) of the Texas Tax Code, the governing body of each taxing unit entitled to vote, shall determine by resolution and submit its vote by way of returning the ballot to the chief appraiser **before December 15, 2021**. Taxing units allotted votes may be cast for one candidate or distributed among any number of candidates. "The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser **not later than the third day** following the date the resolution is adopted."

In addition, §6.033 of the Texas Tax Code states "The governing body of a taxing unit may call for the recall of a member of the board of directors of an appraisal district appointed under §6.03 of this code for whom the unit cast any of its votes in the appointment of the board."

Finally, the chief appraiser shall count the votes, and declare the five candidates who receive the largest cumulative vote totals. The results shall be submitted before **December 31, 2021** to the governing body of each taxing unit in the District and to the candidates.

Please call if you should have any questions in this regard.

Sincerely,



Peter Snaddon, R.P.A., C.C.A.
Chief Appraiser

**OFFICIAL BALLOT TO ELECT
BOARD OF DIRECTORS FOR THE GUADALUPE APPRAISAL DISTRICT
FOR 2022-2023**

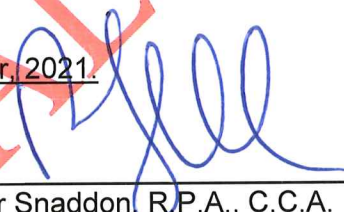
Issued to: CITY OF NEW BRAUNFELS

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate. You may cast all of your votes for one candidate, or divide those votes among any number of the candidates. You have 132 total available votes.

CANDIDATES
(listed alphabetically)

1. Mr. Ben Amador
2. Mr. Darren Dunn
3. Mr. Daryl John
4. Mr. Jim Lievens
5. Ms. Letticia Sever

This official ballot issued under my hand this 18th day of October, 2021.



Peter Snaddon, R.P.A., C.C.A.
Chief Appraiser
Guadalupe Appraisal District

RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR THE GUADALUPE APPRAISAL DISTRICT FOR THE 2022-2023 TERM

WHEREAS, Section 6.03(k), of the Texas Tax Code, as amended by HB2043, requires that each taxing unit entitled to vote **cast** their vote by Resolution **and submit results** of that vote to the Chief Appraiser of the Guadalupe Appraisal District before December 15, 2021.

THEREFORE, THE _____ submits the above Official Ballot, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the Guadalupe Appraisal District for 2022-2023.

ACTION TAKEN this _____ day of _____, 2021, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03(k) of the Texas Tax Code, and amended by HB2043, for the purpose of casting votes to elect the Board of Directors of the Guadalupe Appraisal District.

Signature of Presiding Officer

ATTEST:

Title

RESOLUTION NO. 2021-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS TO CAST ONE HUNDRED AND THIRTY-TWO (132) VOTES TOWARD THE ELECTION OF A MEMBER OF THE GUADALUPE APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, the City Council of the City of New Braunfels has been advised by the Chief Appraiser of the Guadalupe Appraisal District, that the City has been allocated a total of ONE HUNDRED AND THIRTY-TWO (132) votes which may be cast, all or in part for their candidate(s) of choice, for the Board of Directors, Guadalupe Appraisal District.

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

THAT the City of New Braunfels, Texas hereby casts a total of ONE HUNDRED AND THIRTY-TWO (132) votes toward the election of member(s) of the Guadalupe Appraisal District Board of Directors as follows:

CANDIDATE	VOTES
Mr. Ben Amador	_____
Mr. Darren Dunn	_____
Mr. Daryl John	_____
Mr. Jim Lievens	_____
Ms. Letticia Sever	_____

-

FURTHER, that the City Council of the City of New Braunfels submits the Official Ballot, attached hereto, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the Guadalupe Appraisal District for 2022-2023.

PASSED, ADOPTED AND APPROVED this 8th day of November 2021.

CITY OF NEW BRAUNFELS

BY: _____
Rusty Brockman, Mayor

ATTEST:

Caitlin Krobot, City Secretary

**OFFICIAL BALLOT TO ELECT
BOARD OF DIRECTORS FOR THE GUADALUPE APPRAISAL DISTRICT
FOR 2022-2023**

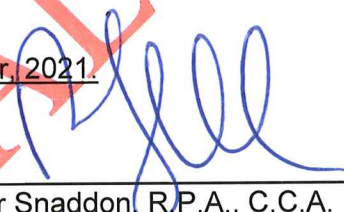
Issued to: CITY OF NEW BRAUNFELS

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate. You may cast all of your votes for one candidate, or divide those votes among any number of the candidates. You have 132 total available votes.

CANDIDATES
(listed alphabetically)

1. Mr. Ben Amador
2. Mr. Darren Dunn
3. Mr. Daryl John
4. Mr. Jim Lievens
5. Ms. Letticia Sever

This official ballot issued under my hand this 18th day of October, 2021.



Peter Snaddon, R.P.A., C.C.A.
Chief Appraiser
Guadalupe Appraisal District

RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR THE GUADALUPE APPRAISAL DISTRICT FOR THE 2022-2023 TERM

WHEREAS, Section 6.03(k), of the Texas Tax Code, as amended by HB2043, requires that each taxing unit entitled to vote **cast** their vote by Resolution **and submit results** of that vote to the Chief Appraiser of the Guadalupe Appraisal District before December 15, 2021.

THEREFORE, THE _____ submits the above Official Ballot, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the Guadalupe Appraisal District for 2022-2023.

ACTION TAKEN this _____ day of _____, 2021, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03(k) of the Texas Tax Code, and amended by HB2043, for the purpose of casting votes to elect the Board of Directors of the Guadalupe Appraisal District.

Signature of Presiding Officer

ATTEST:

Title

11/8/2021

Agenda Item No. C)

PRESENTER:

Jared Werner, Chief Financial Officer

SUBJECT:

Public hearing, discussion and consideration of the second and final reading on an ordinance of The City of New Braunfels approving a service and assessment plan for the Solms Landing Public Improvement District; making a finding of special benefit to the property in the District; levying a special assessment against property within Improvement Area #1 of the District; establishing a lien on such property; approving an assessment roll for the District; providing for payment of the special assessment in accordance with Chapter 372, Texas Local Government Code; providing for the method of assessment and the payment of the special assessment; providing for penalties and interest on delinquent assessments; providing for a severability clause; providing an effective date; and providing for other related matters

DEPARTMENT: Finance**COUNCIL DISTRICTS IMPACTED:** 5**BACKGROUND INFORMATION:**

The attached ordinance allows for the assessments to be levied on all properties within Improvement Area #1 of the Solms Landing Public Improvement District (PID). The assessments and associated improvements are outlined in the attached Service and Assessment Plan (SAP). The attached ordinance also allows for final approval of the SAP.

Solms Landing- The development will represent the first Public Improvement District. The property, approximately 97 acres adjacent to the Creekside shopping area will be home to various residential and commercial uses. The first phase of development, Improvement Area #1 has completed nearly all infrastructure and the first set of single-family homes are currently under construction. The levying of the assessments will allow for a future bond issuance to occur to support the public improvements that have been constructed. The PID bond issuance will be secured exclusively by the assessments on the property owners within the district.

Chapter 372 of the local government code requires a public hearing be held in advance of the final approval of the assessments and SAP. A notice must also be placed in the newspaper, notifying the public of the hearing. This notice was published on October 15, 2021. Given that our city charter requires two readings for the approval of an ordinance, we will hold two hearings on the assessments, the first of which was held on October 25th and November 8th.

At the conclusion of the first hearing on October 25th, the first reading of the ordinance was approved unanimously.

ISSUE:

N/A

FISCAL IMPACT:

There is no direct fiscal impact to the City of New Braunfels from the establishment of the PID. Administrative costs incurred from administering the PID will also be covered from the assessments. As mentioned above, future PID bond commitments will be securitized entirely from the assessments paid by property owners living within the district.

RECOMMENDATION:

Approval of second and final reading of the ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NEW BRAUNFELS APPROVING A SERVICE AND ASSESSMENT PLAN FOR THE SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING A SPECIAL ASSESSMENT AGAINST PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT; ESTABLISHING A LIEN ON SUCH PROPERTY; APPROVING AN ASSESSMENT ROLL FOR THE DISTRICT; PROVIDING FOR PAYMENT OF THE SPECIAL ASSESSMENT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE SPECIAL ASSESSMENT; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS

WHEREAS, the Solms Landing Public Improvement District (the "District") was created on January 14, 2019 by Resolution No. 2019-R09 approved by the City Council (the "City Council") of the City of New Braunfels, Texas (the "City");

WHEREAS, the City Council amended the District pursuant to Resolution No. 2021-32 on April 12, 2021 for the sole purpose of increasing the cost of improvements in the District;

WHEREAS, by adoption of this Ordinance, the City Council is levying special assessments (the "Improvement Area #1 Assessments") on property within Improvement Area #1 (as defined in the Service and Assessment Plan attached hereto as EXHIBIT A) of the District ("Improvement Area #1") pursuant to Texas Local Government Code, Chapter 372 (the "PID Act");

WHEREAS, the City, pursuant to Section 372.016(b) of the PID Act, published notice on _____, 2021 in the *New Braunfels Herald-Zeitung*, a newspaper of general circulation in the City, of a public hearing to consider the proposed Improvement Area #1 Assessments to be levied against the property located in Improvement Area #1;

WHEREAS, the City, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the public hearing for the proposed special assessments to the last known address of the owners of the property liable for the special assessments before the 10th day before the date of such hearing;

WHEREAS, the City Council convened the public hearing at the City Council meeting on November 8, 2021, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or to contest the Service and Assessment Plan ("Service and Assessment Plan") and the Improvement Area #1 Assessment Roll (the "Improvement Area #1 Assessment Roll"), and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #1 Assessments, the apportionment of the costs of the public improvements (the "Authorized Improvements"), the purpose of the Improvement Area #1

Assessments, the special benefits accruing to the property within Improvement Area #1 due to the Authorized Improvements, and the penalties and interest of annual installments and on delinquent annual installments of the Improvement Area #1 Assessments;

WHEREAS, the City Council finds and determines that the Improvement Area #1 Assessment Roll and the District's Service and Assessment Plan attached as EXHIBIT A hereto and which is incorporated herein for all purposes, should be approved and that the Improvement Area #1 Assessments (as described in the Service and Assessment Plan) should be levied as provided in this Ordinance and the Service and Assessment Plan and Improvement Area #1 Assessment Roll, as updated and amended from time to time;

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan or the levy of the Improvement Area #1 Assessments;

WHEREAS, the City Council closed the public hearing, and after considering all comments and all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act;

WHEREAS, the apportionment of the cost of the Authorized Improvements and the Annual Installment pursuant to the Service and Assessment Plan is fair and reasonable, reflects an accurate presentation of the special benefit each property will receive from the administrative services and construction of the Authorized Improvements identified in the Service and Assessment Plan and is hereby approved;

WHEREAS, the Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Authorized Improvements and administrative expenses;

WHEREAS, the Service and Assessment Plan apportions the cost of the Authorized Improvements and administrative expenses to be assessed against property in the District and such apportionment is made on the basis of special benefits accruing to the property because of the Authorized Improvements;

WHEREAS, all of the real property in Improvement Area #1 which is being assessed in the amounts shown in the Improvement Area #1 Assessment Roll will be benefitted by the services and improvements proposed to be provided through the District in the Service and Assessment Plan, and each parcel of such real property will receive special benefits in each year equal or greater than each Annual Installment and will receive special benefits during the term of the Improvement Area #1 Assessments equal to or greater than the total amount assessed;

WHEREAS, the method of apportionment of the cost of the Authorized Improvements and Annual Installments associated with the Authorized Improvements set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Authorized Improvements on

property similarly benefitted, and results in a reasonable classification and formula for apportionment of such costs;

WHEREAS, the Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

WHEREAS, the Improvement Area #1 Assessment Roll in the form attached as Exhibit F to the Service and Assessment Plan should be approved as the assessment roll for the District;

WHEREAS, the provisions of the Service and Assessment Plan relating to due and delinquency dates for the Improvement Area #1 Assessments and the Annual Installments, interest and penalties on delinquent Improvement Area #1 Assessments and Annual Installments and procedures in connection with the imposition and collection of the Improvement Area #1 Assessments should be approved and will expedite collection of the Improvement Area #1 Assessments in a timely manner in order to provide the services and improvements needed and required for the area within Improvement Area #1; and

WHEREAS, the assessments herein levied and assessed are made and levied under and by virtue of the terms, powers and provisions of the PID Act.

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

Section 1. Findings. The findings, determinations and recitations set out in the preambles of 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. Public Hearing. The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed. Further, the actions of City staff in preparing the notices described in the Recitals hereto, which were published, mailed and posted pursuant to the PID Act are hereby ratified and confirmed.

Section 3. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 4. Assessment Plan. The Service and Assessment Plan substantially in the form attached to this Ordinance is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service and assessment plan for the District.

Section 5. Assessment Roll. The Improvement Area #1 Assessment Roll attached as Exhibit F to the Service and Assessment Plan is hereby approved as the assessment roll of the District.

Section 6. Levy and Payment of Assessments for Costs of Authorized Improvements.
(a) The City Council hereby levies the Improvement Area #1 Assessments on each tract of property located within Improvement Area #1, except for the Non-Benefitted Property, as shown

and described on the Service and Assessment Plan and the Improvement Area #1 Assessment Roll, in the respective amounts shown on the Improvement Area #1 Assessment Roll. There is further levied and assessed against each tract of property located within Improvement Area #1, except for the Non-Benefitted Property, having not paid the assessments in full, additional annual assessments for the administrative expenses, as described in the Service and Assessment Plan, which shall be part of the Improvement Area #1 Assessments and the Annual Installments. The amount of the Annual Installment shall be reviewed and determined annually by the City Council following the City Council's annual review of the Service and Assessment Plan for the District. Pursuant to Section 372.015(d), the amount of assessment for each property owner may be adjusted following the annual review of the Service and Assessment Plan.

(b) The levy of the Improvement Area #1 Assessments related to the District shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Improvement Area #1 Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Improvement Area #1 Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Improvement Area #1 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Annual Installments for Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the Actual Costs and the administrative expenses is set forth in the Service and Assessment Plan.

Section 8. Penalties and Interest on Delinquent Special Assessments. Delinquent Improvement Area #1 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law. The Improvement Area #1 Assessments shall each have lien priority as specified in the PID Act and the Service and Assessment Plan.

Section 9. Prepayments of Special Assessments. As provided in subsection 372.018(f) of the PID Act and Section VI.E of the Service and Assessment Plan, the owner of any Assessed Property (each, an "Owner") may prepay the Improvement Area #1 Assessments levied by this Ordinance.

Section 10. Lien Priority. (a) As provided in the Landowner Agreement dated _____, 2021 executed by and between the City, Solms Landing Development, LLC (the

“Developer”), and Chupik Solms Landing LLC (together with the Developer, the "Original Landowners"), which will be recorded in the Official Public Records of Comal County, Texas, the obligations, covenants and burdens on the Original Landowners of the Assessed Property, including without limitation, obligations related to payment of Improvement Area #1 Assessments and the Annual Installments, constitute a covenant running with the land. The Improvement Area #1 Assessments and the related Annual Collection Costs levied hereby (and each Annual Installment of such amounts) shall be binding upon the Original Landowners and each other Owner, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Improvement Area #1 Assessments and the Annual Installments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

(b) The Improvement Area #1 Assessments and the Annual Installments levied hereby shall be binding upon the Original Landowners, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Improvement Area #1 Assessments and the Annual Installments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

(c) The Improvement Area #1 Assessments and Annual Installments levied and assessed against the property within Improvement Area #1 as provided in this Ordinance and the Service and Assessment Plan, together with interest, reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a lien upon each tract of property within Improvement Area #1 against which the same are levied and assessed, and a personal liability and charge against the real and true Owners of such tracts, including the successors and assigns, whether such Owners be named herein or not, and said liens shall be and constitute the first enforceable lien and claim against the tracts on which such assessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims except state, county, school district and municipal ad valorem taxes and any homestead rights that may apply.

Section 11. Appointment of Administrator and Collector of Assessments. (a) The P3Works, LLC is hereby appointed and designated as the Administrator of the Service and Assessment Plan and of Improvement Area #1 Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall be part of the Annual Installment, as further described in the Service and Assessment Plan.

(b) The City will enter into an agreement, or amend an applicable agreement, with the Comal County Tax Assessor-Collector to collect Improvement Area #1 Assessments levied herein on behalf of the City.

Section 12. Applicability of Tax Code. To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code governing enforcement of ad valorem tax liens

(other than with respect to property subject to agriculture use valuation, including redemption rights following a tax sale) shall be applicable to the imposition and collection of Improvement Area #1 Assessments by the City, and the Texas Tax Code shall otherwise be applicable to the extent provided by the PID Act.

Section 13. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 14. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Tex. Loc. Gov't. Code, and it is accordingly so ordained.

Section 15. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

[Signature Page Follows]

PASSED AND APPROVED on second reading this ____ day of _____, 2021.

ATTEST: **THE CITY OF NEW BRAUNFELS, TEXAS**

By: _____
City Secretary

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**SERVICE AND ASSESSMENT PLAN FOR THE
SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT**

Solms Landing Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN
OCTOBER 12, 2021



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INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this Service and Assessment Plan, or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On January 14, 2019 the City Council passed and approved Resolution No. 2019-R09 authorizing the creation of the Solms Landing Public Improvement District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 97.97 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B-1**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is contained in **Exhibit F**.

SECTION I: DEFINITIONS

“Actual Costs” means, with respect to the Authorized Improvements, (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, governmental fees and charges, and miscellaneous expenses.

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means an interest charged on the Assessments not to exceed 0.50% of the actual interest rate charged on PID Bonds pursuant to Section 372.018 of the PID Act.

“Administrator” means the City or the person or independent firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the creation and operation of the District, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

“Annual Service Plan Update” means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Assessment Ordinance” means any ordinance adopted by the City Council in accordance with the Act that levies an Assessment on Assessed Property within the District, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 Assessment Roll, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Authorized Improvements” mean improvements authorized by Section 372.003 of the Act as more specifically described in **Section III** and depicted on **Exhibit I**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“City” means the City of New Braunfels, Texas.

“City Owned Improvements” mean improvements that have already been dedicated to the City. These improvements are not eligible for repayment with PID Bonds.

“City Council” means the governing body of the City.

“County” means Comal County, Texas.

“Delinquent Collection Costs” mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

“District” means the approximately 97.97 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B-1**.

“District Formation Expenses” means the costs associated with forming the District, including but not limited to 1st year Annual Collection Costs, and any other cost or expense directly associated with the establishment of the District.

“Estimated Buildout Value” means the estimated buildout value of an Assessed Property, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

“Improvement Area” means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1.

“Improvement Area #1” means approximately 59.26 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

“Improvement Area #1 Annual Installment” means the annual installment payment on the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions

herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for Improvement Area #1 attached as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #1 Bonds” mean those certain “City of New Braunfels, Texas, Assessment Revenue Bonds, Series 2022 (Solms Landing Public Improvement District Improvement Area #1 Project)”, that are secured by Improvement Area #1 Assessments.

“Improvement Area #1 Improvements” mean Improvement Area #1’s allocable share of the Authorized Improvements.

“Improvement Area #1 Remainder Parcel” means all property located within Improvement Area #1, save and except the Unit 1A Plat.

“Indenture” means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the PID Bonds.

“Lot” means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or preliminary plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, buildout value, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as calculated by the Administrator and confirmed and approved by the City Council.

“Lot Type Condo” means a Lot designated as a single-family condominium residential lot by the Owner, as shown on the map attached as **Exhibit J**.

“Lot Type Dog Park Cantina” means a Lot designated as a dog park cantina lot by the Owner, as shown on the map attached as **Exhibit J**.

“Lot Type Live Work” means a Lot designated as a mixed-use residential and commercial lot by the Owner, as shown on the map attached as **Exhibit J**.

“Lot Type Market” means a Lot designated as a commercial lot anticipated to be developed into market space by the Owner, as shown on the map attached as **Exhibit J**.

“Lot Type Multi-Family” means a Lot designated as a multi-family residential lot by the Owner, as shown on the map attached as **Exhibit J**.

“Lot Type Music Venue” means a Lot designated as a commercial lot anticipated to be developed into a music venue by the Owner, as shown on the map attached as **Exhibit J**.

“Lot Type Office” means a Lot designated as a commercial lot anticipated to be developed into office space by the Owner, as shown on the map attached as **Exhibit J**.

“Lot Type Senior Housing” means a Lot designated as an independent senior living residential lot by the Owner, as shown on the map attached as **Exhibit J**.

“Lot Type Single Family” means a Lot designated as a single-family residential lot by the Owner, as shown on the map attached as **Exhibit J**.

“Lot Type Townhome” means a Lot designated as a single-family townhome residential lot by the Owner, as shown on the map attached as **Exhibit J**.

“Maximum Assessment” means, for each Lot Type within the District, an amount that will not exceed the amounts shown on **Exhibit H**. In the event any final plat creates a new Lot Type that differs from what is shown on **Exhibit H**, this Service and Assessment Plan will be updated to reflect the new Lot Type, and the Maximum Assessment for the new Lot Type created by the final plat shall be an amount that results in the average Annual Installment not to exceed \$0.50 per \$100 of estimated buildout value calculated per **Section VI** to such new Lot Type. The Maximum Assessment shall only be calculated upon the filing of a final plat with the County.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from Authorized improvements as determined by the City Council.

“Notice of Assessment Termination” means a recorded document evidencing the termination of an Assessment, a form of which is attached as **Exhibit L**.

“Owner” means Solms Landing Development, LLC a Texas limited liability company and its successors and assigns.

“Parcel(s)” means a property, within the boundaries of the District, identified by either a tax map identification number assigned by the Comal Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” mean bonds issued by the City that are secured by Assessments levied on Assessed Property within the District, including, but not limited to, the Improvement Area #1 Bonds.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are to be treated as a payment of the regularly scheduled Assessment.

“Prepayment Costs” mean interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment.

“Service and Assessment Plan” means this Service and Assessment Plan, as it may be modified, amended, supplemented, and updated from time to time.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

“Trustee” means the trustee (or successor trustee) under an Indenture.

“Unit 1A Plat” means the final plat of Solms Landing, Unit 1A which was recorded with the County on September 15, 2020 and is attached as **Exhibit K**.

SECTION II: THE DISTRICT

The District includes approximately 97.97 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B-1**.

Improvement Area #1 includes approximately 59.26 acres as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 is anticipated to contain 305 multi-family living units, 112 townhomes, 60 single-family homes, 150 senior living units, 75,000 square feet of office, 40,000 square feet of music venue, 15,000 square feet of market, 95 condos and 50 live work units and a 1.5 acre dog park cantina as shown on the preliminary plat attached as **Exhibit K**.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. Improvement Area #1 Improvements

- *Streets*

Improvements including subgrade stabilization (including soil treatment and compaction), concrete and reinforcing steel for roadways, asphalt roadways, testing, handicapped ramps, streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting, other materials or work that would be necessary to complete a project, and re-vegetation of all disturbed areas within the right-of-way are included.

- *Drainage*

Improvements including earthen channels, gabion baskets, rock walls, storm drains, swales, curb and drop inlets, piping and boxes, headwalls, detention facilities, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control and all other necessary appurtenances to provide storm drainage for Improvement Area #1.

- *Water*

Improvements including trench excavation and embedment, trench safety, piping, valves, fire hydrant assemblies, service connections, testing, related earthwork, excavation, low impact design features, and erosion control and all other necessary appurtenances required to provide water service to Improvement Area #1.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, piping, manholes, lift station improvements and modifications, force mains, service connections, testing, related earthwork, excavation, and erosion control and all other necessary appurtenances required to provide wastewater service to Improvement Area #1.

- *Landscaping, Parks and Trails*

Improvements consist of installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, parks, open space, fitness stations and trails.

- *City Dedicated ROW*

The Owner dedicated the right of way shown on **Exhibit N** to the City. The right of way is a City Owned Improvement and is not eligible to be reimbursed.

- *District Formation Expenses*

Costs associated with forming the District, including but not limited to 1st year Annual Collection Costs, and any other cost or expense directly associated with the establishment of the District.

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, jurisdictional permitting, engineering, soil testing, surveying, construction management, testing, and costs and expenses directly associated with forming the District.

B. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in the Indenture.

- *Underwriter's Discount*
Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.
- *Cost of Issuance*
Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

SECTION IV: SERVICE PLAN

The Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit E** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs of the Improvement Area #1 Improvements shall be allocated 100% to the Improvement Area #1 Assessed Property. Upon subdivision of the Improvement Area #1 Assessed Property, the Actual Costs of the Improvement Area #1 Improvements shall be reallocated based on Estimated Buildout Value as further described in **Section VI**.

B. Assessments

Improvement Area #1 Assessments will be levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

The Maximum Assessment for each Lot Type is shown on **Exhibit H**.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- Improvement Area #1
 1. The costs of the Authorized Improvements equal \$8,980,000 as shown on **Exhibit C**; and
 2. The Improvement Area #1 Assessed Property receives special benefit equal to or greater than the Improvement Area #1 Improvements; and
 3. The Improvement Area #1 Assessed Property will be allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Improvements, which equals \$8,980,000 as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit F**; and
 4. The special benefit (\geq \$8,980,000) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Improvements is greater than the amount of Improvement Area #1 Assessments (\$8,980,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Improvements; and

5. At the time the City Council approved the Assessment Ordinance, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that the Improvement Area #1 Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property may exceed the interest rate on the Improvement Area #1 Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #1 Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and update to this Service and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on buildout value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the estimated average buildout value of all newly subdivided Lots with the same Lot Type

D = the sum of the estimated average buildout value for all the newly subdivided Lots excluding Non-Benefitted Property

E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit H** for the applicable Lot Type, and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.B.**

B. True-up of Assessments if Maximum Assessment Exceeded

If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the Maximum Assessment, the owner of Assessed Property requesting the subdivision must prepay the portion of the Assessment for each Assessed Property that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefitted Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the Assessments shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached as **Exhibit L**.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a Result of Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "**Remaining Property**") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum

Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G** shows the projected Annual Installments for Improvement Area #1. In no case will the Assessment for any Lot Type exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to

the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the PID Bonds shall be due when billed and shall be delinquent if not paid prior to February 1, 2022. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a

written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

Exhibit A-1	District Legal Description
Exhibit A-2	Improvement Area #1 Legal Description
Exhibit B-1	District Boundary Map
Exhibit B-2	Improvement Area #1 Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan – Five Year Plan
Exhibit E	Service Plan – Sources and Uses
Exhibit F	Improvement Area #1 Assessment Roll
Exhibit G	Improvement Area #1 Annual Installments
Exhibit H	Maximum Assessment per Lot Type
Exhibit I	Map of Authorized Improvements
Exhibit J	Lot Type Classification Map
Exhibit K	Preliminary Plat
Exhibit L	Notice of PID Assessment Termination
Exhibit M-1	Lot Type Single Family Homebuyer Disclosure
Exhibit M-2	Improvement Area #1 Remainder Parcel Homebuyer Disclosure
Exhibit N	Map of City Dedicated ROW
Exhibit O	Engineer's Report

EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION



FIELD NOTES FOR A 97.97 ACRE TRACT

A 97.97 acre tract of land, situated in the City of New Braunfels, out of the A.M. Esnaurizar Survey No. 1, Abstract 98, Comal County, Texas, and being the remaining portion of a called 2.028 acre tract of land, Tract I, and the remaining portion of a called 96.26 acre tract of land, Tract II, both being described by Deed of Gift of record in Volume 365 Page 866 of the Deed Records of Comal County, Texas and also being all of a called 4.225 acre tract of land as described by Deed of Gift of record in Volume 365 Page 869 of the Deed Records of Comal County, Texas. Said 97.97 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod with a plastic cap stamped "Bury & Partners" in the current southeast right-of-way line of Interstate Highway 35 (I.H. 35), a variable width public right-of-way, for the most easterly corner of a called 0.020 acre tract of land as conveyed to the State of Texas of record in Document No. 9906030874 of the Official Public records of Comal County, Texas, for the most west corner of Lot 1, Block "A", of the Canyon Crossroads Subdivision Plat of record in Document No. 201106028280 of the Map and Plat Records of Comal County, Texas, in the northeast line of said 2.028 acre tract and for the most northerly corner of the tract described herein, from which a found "x" in concrete for the west end of a cutback at the intersection of I.H. 35 and F.M. 306 bears, N 47° 22' 18" E, a distance of 1162.81 feet;

THENCE: S 43° 30' 05" E, departing the southeast right-of-way line of I.H. 35 and along and with the northeast line of said 2.028 acre tract and the southwest line of said Lot 1, at a distance of 657.49 feet passing a found $\frac{1}{2}$ " iron rod with a plastic cap stamped "Bury & Partners" for the south corner of said Lot 1 and the west corner of Lot 6, Block "A", Replat of Lot 2, Canyon Crossroads Subdivision of record in Document No. 201206016264 of the Map and Plat Records of Comal County, Texas, and continuing along and with the southwest line of Lot 6 and the northeast line of said 2.028 acre tract, a total distance of 1456.05 feet to a found $\frac{1}{2}$ " iron rod (bent) for the east corner of said 2.028 acre tract, the south corner of said Lot 6, in the northwest line of said 4.225 acre tract, in the northwest line of said 96.26 acre tract and for an interior corner of the tract described herein;

THENCE: N 45° 03' 35" E, along and with the northwest line of the 4.225 acre tract and the 96.26 acre tract, and the southeast line of Lot 6, a distance of 369.73 feet to a found $\frac{1}{2}$ " iron rod for the an interior corner of Lot 6, the north corner of said 4.225 acre tract and 96.26 acre tract, and a north exterior corner of the tract described herein;

THENCE: S 43° 58' 01" E, along and with a southwest line of said lot 6, the southwest line of Lot 1, Block 1, of the Creekside Fire Station Subdivision Plat of record in Document No. 201006023741 of the Map and Plat Records of Comal County, Texas, the southwest line of a called 5.395 acre tract of land as conveyed to the City of New Braunfels of record in Document No. 200606042906 of the Official Public Records of Comal County, Texas (now known as Creekside Crossing, a 150 foot wide public right-of-way), the northeast line of the 4.225 acre tract and the 96.26 acre tract, a distance of 1505.89 feet to a found $\frac{1}{2}$ " iron rod for the most southerly corner of said 5.395 acre tract, the most westerly corner of a called 6.529 acre tract of land as conveyed to the City of New Braunfels of record in Document No.

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200606042905 of the Official Public Records of Comal County, Texas, the most northerly corner of Lot 14R1, of the Amending Plat of Lots 8R, 14R, and 32R of Creekside Wellness Center Establishing Lots 8R1, 14R1 and 32R of Creekside Wellness Center of record in Document no. 201306033846 of the Map and Plat Records of Comal County, Texas, for the east corner of the 96.26 acre tract and the tract described herein, from which a found $\frac{1}{2}$ " iron rod with a plastic cap stamped "TEAM" bears, S 38° 38' 50" E, a distance of 0.16 feet;

THENCE: S 45° 01' 44" W, along and with the westerly line of said Lot 14R1, a distance of 369.20 feet to a found $\frac{1}{2}$ " iron rod with a plastic cap stamped "Hollmig" for an interior corner of said Lot 14R1 and an exterior corner of the tract described herein;

THENCE: S 45° 29' 57" W, along and with the northwest lines of Lot 14R1, at a distance of 912.00 feet, a found $\frac{1}{2}$ " iron rod with a plastic cap stamped "HMT" for the west corner of said Lot 14R1 and the north corner of a called 82.76 acre tract of land as conveyed to KB Home Lone Star Inc., of record in Document No. 201406004602 of the Official Public Records of Comal County, Texas, continuing along and with the northwest line of the 82.76 acre tract, at a distance of 2001.79 feet, a found $\frac{1}{4}$ " iron rod with a plastic cap stamped "HMT" for the west corner of said 82.76 acre tract and a northwest exterior corner of a called 36.90 acre tract of land as conveyed to KB Home Lone Star Inc., of record in Document No. 201606006903 of the Official Public Records of Comal County, Texas, and continuing along and with the northwest line of said 36.90 acre tract, a total distance of 3694.97 feet to a set $\frac{1}{4}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" in the northeast right-of-way line of South Kowald Road (also being the northeast line of a called 0.295 acre tract of land as conveyed to the County of Comal of record in Volume 140 Page 563 of the Deed Records of Comal County, Texas), at the most westerly corner of said 36.90 acre tract, in the southeast line of said 96.26 acre tract and for the most southerly corner of the tract described herein;

THENCE: N 43° 16' 27" W, along and with the northeast right-of-way line of South Kowald Road and the 0.295 acre tract, a distance of 793.41 feet to a set $\frac{1}{4}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the north corner of said 0.295 acre tract, the most southerly corner of Comal Farms Subdivision, Unit One, a plat of record in Volume 12 Pages 217-218 of the Map and Plat Records of Comal County, Texas, in the northwest line of said 96.26 acre tract and for the most westerly corner of the tract described herein;

THENCE: Departing the northeast right-of-way line of South Kowald Road and along and with the common line between said Comal Farms Subdivision and the 96.26 acre tract, the following two (2) courses:

1. N 45° 21' 50" E, a distance of 2719.37 feet to a found $\frac{1}{4}$ " iron rod for the most easterly corner of said Comal Farms Subdivision, an interior corner of the 96.26 acre tract and the tract described herein, and
2. N 44° 29' 27" W, a distance of 703.79 feet to a found $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the south corner of Lot 1 of the New Braunfels Storage Subdivision Plat of record in Volume 13 Page 101 of the Map and Plat Records of Comal County, Texas, a southwest exterior corner of the 96.26 acre tract and the tract described herein;

THENCE: N 45° 29' 59" E, along and with the northwest line of the 96.26 acre tract, the southeast line of said Lot 1, the southeast line of a called 7.66 acre tract of land as conveyed to Barbara Nell Dean of record in Document No. 200306047820 of the Official Public Records of Comal County, Texas and the southeast line of Lot 3, Block 1 of the Richter Estates Subdivision Plat of record in Volume 7 Page 64 of the Map and Plat Records of Comal County, Texas, a distance of 911.95 feet to a point for the west

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corner of the 4.225 acre tract, the east corner of said Lot 3, the south corner of the 2.028 acre tract and an interior corner of the tract described herein, from which a found ½" iron rod (leaning) bears, N 19° 09' 21" W, a distance of 0.45 feet;

THENCE: N 43° 30' 05" W, along and with the northeast line of Lot 3 and Lot 1, both of said Richter Estates Subdivision, and the southwest line of the 2.028 acre tract, a distance of **1458.50 feet** to a set ½" iron rod in the current southeast right-of-way line of I.H. 35, for the south corner of the 0.020 acre tract, the most easterly corner of a called 0.076 acre tract of land as conveyed to the State of Texas of record in Document No. 200106035524 of the Official Public records of Comal County, Texas and for a southwest exterior corner of the tract described herein, from which a found ½" iron rod in the current southeast right-of-way line of I.H. 35 and for the south corner of said 0.076 acre tract bears, S 45° 22' 17" W, a distance of 227.32 feet;

THENCE: N 45° 22' 17" E, along and with the current southeast right-of-way line of I.H. 35, also being the southeast line of said 0.020 acre tract, a distance of **60.01 feet** to the **POINT OF BEGINNING** and containing **97.97 acres**, more or less, in the City of New Braunfels, Comal County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204. Distances recited herein are surface distances using an average combined scale factor of 0.99985790106.

Job No.: 16-139
Prepared by: KFW Surveying
Date: December 2, 2016
File: S:\Draw 2016\16-139 95 Acres Timmerman Tract - New Braunfels\DOCS\FN - 97.97 Acres



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EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

[TO BE PROVIDED PRIOR TO ASSESSMENT LEVY]

EXHIBIT B-1 – DISTRICT BOUNDARY MAP



EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

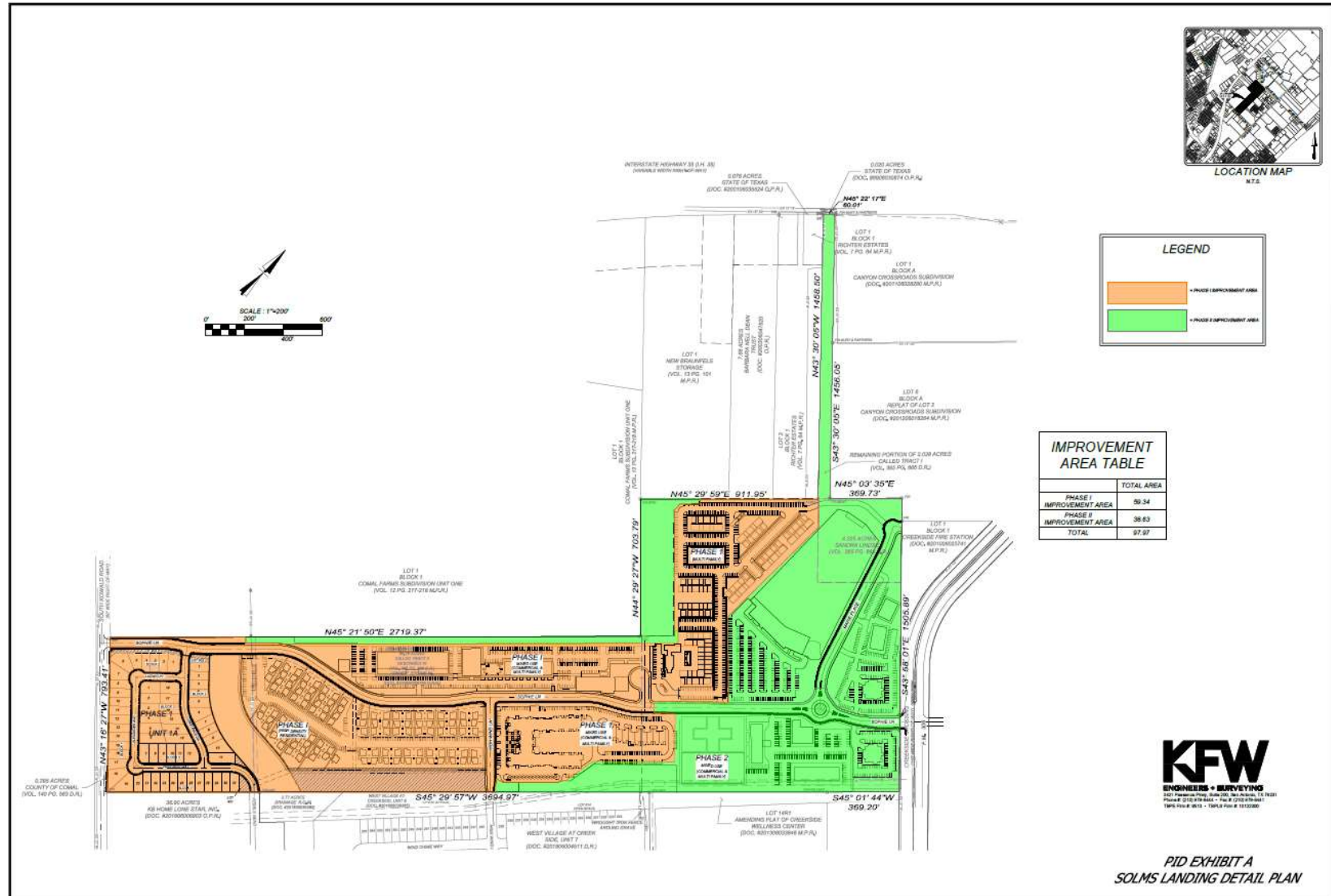


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]	City Owned Improvements [a]	Improvement Area #1 Improvements [a]
Streets	\$ 3,568,974	\$ 804,399	\$ 2,764,575
Drainage	1,855,248	68,279	1,786,969
Water	476,899	162,250	314,649
Sanitary Sewer	325,050	179,920	145,130
Landscaping, Parks and Trails	645,181	-	645,181
City Dedicated ROW	556,122	556,122	-
District Formation Expenses [b]	254,086	-	254,086
Soft Costs [c]	1,567,932	226,185	1,341,747
	\$ 9,249,492	\$ 1,997,155	\$ 7,252,337
<i>Bond Issuance Costs</i>			
Debt Service Reserve Fund	\$ 591,838	\$ -	\$ 591,838
Capitalized Interest	327,022	-	327,022
Underwriter Discount	269,400	-	269,400
Cost of Issuance	539,404	-	539,404
	\$ 1,727,663	\$ -	\$ 1,727,663
Total	\$ 10,977,155	\$ 1,997,155	\$ 8,980,000

[a] Per the KFW Engineering Report dated September 2021. City Owned Improvements are not eligible for reimbursement to the Owner.

[b] Includes 1st year Annual Collection Costs of \$30,000.

[c] Inclusive of a 4% project Management Fee.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

		Improvement Area #1				
Installments Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
<i>Improvement Area #1 Bonds</i>						
Principal		\$ -	\$ 146,000.00	\$ 153,000.00	\$ 160,000.00	\$ 168,000.00
Interest		327,021.67	426,550.00	419,615.00	412,347.50	404,747.50
Capitalized Interest		(327,021.67)	-	-	-	-
	(1)	\$ -	\$ 572,550.00	\$ 572,615.00	\$ 572,347.50	\$ 572,747.50
Annual Collection Costs	(2)	\$ -	\$ 30,600.00	\$ 31,212.00	\$ 31,836.24	\$ 32,472.96
Additional Interest	(3)	\$ -	\$ 39,115.00	\$ 44,170.00	\$ 43,405.00	\$ 42,605.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ -	\$ 642,265.00	\$ 647,997.00	\$ 647,588.74	\$ 647,825.46

EXHIBIT E – SERVICE PLAN – SOURCES AND USES

		Improvement Area #1
Sources of Funds		
Improvement Area #1 Bond Par	\$	8,980,000
Owner Contribution		-
Total Sources	\$	8,980,000
Uses of Funds		
Authorized Improvements	\$	6,998,251
District Formation Expenses		254,086
	\$	7,252,337
<i>Bond Issuance Costs</i>		
Reserve Fund	\$	591,838
Capitalized Interest		327,022
Underwriter's Discount		269,400
Cost of Issuance		539,404
	\$	1,727,663
Total Uses	\$	8,980,000

EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Parcel ID	Legal Description	Lot Type	Improvement Area #1		
			Outstanding Assessment	Installment Due 1/31/2022	
438546	SOLMS LANDING 1A, BLOCK 1, LOT 1	Single Family	\$ 21,229.31	\$ -	-
438547	SOLMS LANDING 1A, BLOCK 1, LOT 2	Single Family	\$ 21,229.31	\$ -	-
438548	SOLMS LANDING 1A, BLOCK 1, LOT 3	Single Family	\$ 21,229.31	\$ -	-
438549	SOLMS LANDING 1A, BLOCK 1, LOT 4	Single Family	\$ 21,229.31	\$ -	-
438550	SOLMS LANDING 1A, BLOCK 1, LOT 5	Single Family	\$ 21,229.31	\$ -	-
438551	SOLMS LANDING 1A, BLOCK 1, LOT 6	Single Family	\$ 21,229.31	\$ -	-
438552	SOLMS LANDING 1A, BLOCK 1, LOT 7	Single Family	\$ 21,229.31	\$ -	-
438553	SOLMS LANDING 1A, BLOCK 1, LOT 8	Single Family	\$ 21,229.31	\$ -	-
438554	SOLMS LANDING 1A, BLOCK 1, LOT 9	Single Family	\$ 21,229.31	\$ -	-
438579	SOLMS LANDING 1A, BLOCK 2, LOT 1	Single Family	\$ 21,229.31	\$ -	-
438580	SOLMS LANDING 1A, BLOCK 2, LOT 2	Single Family	\$ 21,229.31	\$ -	-
438581	SOLMS LANDING 1A, BLOCK 2, LOT 3	Single Family	\$ 21,229.31	\$ -	-
438582	SOLMS LANDING 1A, BLOCK 2, LOT 4	Single Family	\$ 21,229.31	\$ -	-
438583	SOLMS LANDING 1A, BLOCK 2, LOT 5	Single Family	\$ 21,229.31	\$ -	-
438592	SOLMS LANDING 1A, BLOCK 3, LOT 1	Single Family	\$ 21,229.31	\$ -	-
438593	SOLMS LANDING 1A, BLOCK 3, LOT 2	Single Family	\$ 21,229.31	\$ -	-
438594	SOLMS LANDING 1A, BLOCK 3, LOT 3	Single Family	\$ 21,229.31	\$ -	-
438607	SOLMS LANDING 1A, BLOCK 3, LOT 16	Single Family	\$ 21,229.31	\$ -	-
438608	SOLMS LANDING 1A, BLOCK 3, LOT 17	Single Family	\$ 21,229.31	\$ -	-
438609	SOLMS LANDING 1A, BLOCK 3, LOT 18	Single Family	\$ 21,229.31	\$ -	-
438595	SOLMS LANDING 1A, BLOCK 3, LOT 4	Single Family	\$ 21,229.31	\$ -	-
438596	SOLMS LANDING 1A, BLOCK 3, LOT 5	Single Family	\$ 21,229.31	\$ -	-
438597	SOLMS LANDING 1A, BLOCK 3, LOT 6	Single Family	\$ 21,229.31	\$ -	-
438598	SOLMS LANDING 1A, BLOCK 3, LOT 7	Single Family	\$ 21,229.31	\$ -	-
438599	SOLMS LANDING 1A, BLOCK 3, LOT 8	Single Family	\$ 21,229.31	\$ -	-
438600	SOLMS LANDING 1A, BLOCK 3, LOT 9	Single Family	\$ 21,229.31	\$ -	-
438601	SOLMS LANDING 1A, BLOCK 3, LOT 10	Single Family	\$ 21,229.31	\$ -	-
438602	SOLMS LANDING 1A, BLOCK 3, LOT 11	Single Family	\$ 21,229.31	\$ -	-
438603	SOLMS LANDING 1A, BLOCK 3, LOT 12	Single Family	\$ 21,229.31	\$ -	-
438604	SOLMS LANDING 1A, BLOCK 3, LOT 13	Single Family	\$ 21,229.31	\$ -	-
438605	SOLMS LANDING 1A, BLOCK 3, LOT 14	Single Family	\$ 21,229.31	\$ -	-
438606	SOLMS LANDING 1A, BLOCK 3, LOT 15	Single Family	\$ 21,229.31	\$ -	-
438584	SOLMS LANDING 1A, BLOCK 2, LOT 6	Single Family	\$ 21,229.31	\$ -	-
438585	SOLMS LANDING 1A, BLOCK 2, LOT 7	Single Family	\$ 21,229.31	\$ -	-
438586	SOLMS LANDING 1A, BLOCK 2, LOT 8	Single Family	\$ 21,229.31	\$ -	-
438587	SOLMS LANDING 1A, BLOCK 2, LOT 9	Single Family	\$ 21,229.31	\$ -	-
438588	SOLMS LANDING 1A, BLOCK 2, LOT 10	Single Family	\$ 21,229.31	\$ -	-
438589	SOLMS LANDING 1A, BLOCK 2, LOT 11	Single Family	\$ 21,229.31	\$ -	-
438590	SOLMS LANDING 1A, BLOCK 2, LOT 903	Non-Benefited	\$ -	\$ -	-
438591	SOLMS LANDING 1A, BLOCK 2, LOT 904	Non-Benefited	\$ -	\$ -	-
438555	SOLMS LANDING 1A, BLOCK 1, LOT 10	Single Family	\$ 21,229.31	\$ -	-
438556	SOLMS LANDING 1A, BLOCK 1, LOT 11	Single Family	\$ 21,229.31	\$ -	-
438557	SOLMS LANDING 1A, BLOCK 1, LOT 12	Single Family	\$ 21,229.31	\$ -	-
438558	SOLMS LANDING 1A, BLOCK 1, LOT 13	Single Family	\$ 21,229.31	\$ -	-
438559	SOLMS LANDING 1A, BLOCK 1, LOT 14	Single Family	\$ 21,229.31	\$ -	-
438560	SOLMS LANDING 1A, BLOCK 1, LOT 15	Single Family	\$ 21,229.31	\$ -	-
438561	SOLMS LANDING 1A, BLOCK 1, LOT 16	Single Family	\$ 21,229.31	\$ -	-
438562	SOLMS LANDING 1A, BLOCK 1, LOT 17	Single Family	\$ 21,229.31	\$ -	-
438563	SOLMS LANDING 1A, BLOCK 1, LOT 18	Single Family	\$ 21,229.31	\$ -	-
438564	SOLMS LANDING 1A, BLOCK 1, LOT 19	Single Family	\$ 21,229.31	\$ -	-

Parcel ID	Legal Description	Lot Type	Improvement Area #1	
			Outstanding Assessment	Installment Due 1/31/2022
438565	SOLMS LANDING 1A, BLOCK 1, LOT 20	Single Family	\$ 21,229.31	\$ -
438566	SOLMS LANDING 1A, BLOCK 1, LOT 21	Single Family	\$ 21,229.31	\$ -
438567	SOLMS LANDING 1A, BLOCK 1, LOT 22	Single Family	\$ 21,229.31	\$ -
438568	SOLMS LANDING 1A, BLOCK 1, LOT 23	Single Family	\$ 21,229.31	\$ -
438569	SOLMS LANDING 1A, BLOCK 1, LOT 24	Single Family	\$ 21,229.31	\$ -
438570	SOLMS LANDING 1A, BLOCK 1, LOT 25	Single Family	\$ 21,229.31	\$ -
438571	SOLMS LANDING 1A, BLOCK 1, LOT 26	Single Family	\$ 21,229.31	\$ -
438572	SOLMS LANDING 1A, BLOCK 1, LOT 27	Single Family	\$ 21,229.31	\$ -
438573	SOLMS LANDING 1A, BLOCK 1, LOT 28	Single Family	\$ 21,229.31	\$ -
438574	SOLMS LANDING 1A, BLOCK 1, LOT 29	Single Family	\$ 21,229.31	\$ -
438575	SOLMS LANDING 1A, BLOCK 1, LOT 30	Single Family	\$ 21,229.31	\$ -
438576	SOLMS LANDING 1A, BLOCK 1, LOT 31	Single Family	\$ 21,229.31	\$ -
438577	SOLMS LANDING 1A, BLOCK 1, LOT 901	Non-Benefited	\$ -	\$ -
438578	SOLMS LANDING 1A, BLOCK 1, LOT 902	Non-Benefited	\$ -	\$ -
71838	Improvement Area #1 Remainder Parcel		\$ 1,349,861.87	\$ -
411890	Improvement Area #1 Remainder Parcel		\$ 2,227,494.84	\$ -
425395	Improvement Area #1 Remainder Parcel		\$ 2,138,395.04	\$ -
71839	Improvement Area #1 Remainder Parcel		\$ 1,990,489.38	\$ -
Total			\$ 8,980,000.00	\$ -

Note: For billing purposes only, until a plat has been recorded with the Improvement Area #1 Remainder Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #1 Remainder Parcel based on the acreage of the Tax Parcel as calculated by the Comal Appraisal District.

EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installments Due	Improvement Area #1 Bond				Annual Collection Costs	Annual Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest		
2022	\$ -	\$ 327,021.67	\$ (327,021.67)	\$ -	\$ -	\$ -
2023	\$ 146,000.00	\$ 426,550.00	\$ -	\$ 39,115.00	\$ 30,600.00	\$ 642,265.00
2024	\$ 153,000.00	\$ 419,615.00	\$ -	\$ 44,170.00	\$ 31,212.00	\$ 647,997.00
2025	\$ 160,000.00	\$ 412,347.50	\$ -	\$ 43,405.00	\$ 31,836.24	\$ 647,588.74
2026	\$ 168,000.00	\$ 404,747.50	\$ -	\$ 42,605.00	\$ 32,472.96	\$ 647,825.46
2027	\$ 176,000.00	\$ 396,767.50	\$ -	\$ 41,765.00	\$ 33,122.42	\$ 647,654.92
2028	\$ 185,000.00	\$ 388,407.50	\$ -	\$ 40,885.00	\$ 33,784.87	\$ 648,077.37
2029	\$ 194,000.00	\$ 379,620.00	\$ -	\$ 39,960.00	\$ 34,460.57	\$ 648,040.57
2030	\$ 203,000.00	\$ 370,405.00	\$ -	\$ 38,990.00	\$ 35,149.78	\$ 647,544.78
2031	\$ 213,000.00	\$ 360,762.50	\$ -	\$ 37,975.00	\$ 35,852.78	\$ 647,590.28
2032	\$ 224,000.00	\$ 350,645.00	\$ -	\$ 36,910.00	\$ 36,569.83	\$ 648,124.83
2033	\$ 235,000.00	\$ 340,005.00	\$ -	\$ 35,790.00	\$ 37,301.23	\$ 648,096.23
2034	\$ 246,000.00	\$ 328,842.50	\$ -	\$ 34,615.00	\$ 38,047.25	\$ 647,504.75
2035	\$ 259,000.00	\$ 317,157.50	\$ -	\$ 33,385.00	\$ 38,808.20	\$ 648,350.70
2036	\$ 271,000.00	\$ 304,855.00	\$ -	\$ 32,090.00	\$ 39,584.36	\$ 647,529.36
2037	\$ 285,000.00	\$ 291,982.50	\$ -	\$ 30,735.00	\$ 40,376.05	\$ 648,093.55
2038	\$ 299,000.00	\$ 278,445.00	\$ -	\$ 29,310.00	\$ 41,183.57	\$ 647,938.57
2039	\$ 314,000.00	\$ 264,242.50	\$ -	\$ 27,815.00	\$ 42,007.24	\$ 648,064.74
2040	\$ 330,000.00	\$ 249,327.50	\$ -	\$ 26,245.00	\$ 42,847.39	\$ 648,419.89
2041	\$ 346,000.00	\$ 233,652.50	\$ -	\$ 24,595.00	\$ 43,704.34	\$ 647,951.84
2042	\$ 363,000.00	\$ 217,217.50	\$ -	\$ 22,865.00	\$ 44,578.42	\$ 647,660.92
2043	\$ 381,000.00	\$ 199,975.00	\$ -	\$ 21,050.00	\$ 45,469.99	\$ 647,494.99
2044	\$ 400,000.00	\$ 181,877.50	\$ -	\$ 19,145.00	\$ 46,379.39	\$ 647,401.89
2045	\$ 421,000.00	\$ 162,877.50	\$ -	\$ 17,145.00	\$ 47,306.98	\$ 648,329.48
2046	\$ 442,000.00	\$ 142,880.00	\$ -	\$ 15,040.00	\$ 48,253.12	\$ 648,173.12
2047	\$ 464,000.00	\$ 121,885.00	\$ -	\$ 12,830.00	\$ 49,218.18	\$ 647,933.18
2048	\$ 487,000.00	\$ 99,845.00	\$ -	\$ 10,510.00	\$ 50,202.54	\$ 647,557.54
2049	\$ 512,000.00	\$ 76,712.50	\$ -	\$ 8,075.00	\$ 51,206.59	\$ 647,994.09
2050	\$ 538,000.00	\$ 52,392.50	\$ -	\$ 5,515.00	\$ 52,230.73	\$ 648,138.23
2051	\$ 565,000.00	\$ 26,837.50	\$ -	\$ 2,825.00	\$ 53,275.34	\$ 647,937.84
Total	\$ 8,980,000.00	\$ 8,127,899.17	\$ (327,021.67)	\$ 815,360.00	\$ 1,187,042.38	\$ 18,783,279.88

[a] Interest is calculated at a 4.75% rate

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

EXHIBIT H – MAXIMUM ASSESSMENT PER LOT TYPE

Lot Type	Units/Square Feet	Total Assessment	Maximum Assessment per Lot Type [a]
Improvement Area #1			
Multi-Family	305	\$ 1,857,565	\$6,090.38 Per Unit
Townhomes	112	\$ 1,634,657	\$14,595.15 Per Unit
Single Family	60	\$ 1,273,759	\$21,229.31 Per Unit
Senior Housing	200	\$ 1,199,456	\$5,997.28 Per Unit
Office	75,000	\$ 529,406	\$7.06 Per Building Square Foot
Music Venue	40,000	\$ 399,111	\$9.98 Per Square Foot
Market	15,000	\$ 132,949	\$8.86 Per Building Square Foot
Condos	95	\$ 1,194,149	\$12,569.99 Per Unit
Live Work	50	\$ 663,416	\$13,268.32 Per Unit
Dog Park Cantina	1	\$ 95,532	\$95,531.92 Per Unit

[a] The Maximum Assessment per Lot Type will be reduced annually by the principal payments made as part of the Annual Installment.

EXHIBIT J – LOT TYPE CLASSIFICATION MAP

- | | | |
|--------------------------------|-------------------------|----------------------------|
| SINGLE FAMILY HOMES (60 UNITS) | LIVE / WORK (125 UNITS) | MUSIC VENUE (40,000 SQFT) |
| TOWNHOMES (110 UNITS) | DOG PARK (5,000 SQFT) | RETAIL (15,000 SQFT) |
| CONDOS (190 UNITS) | MARKET (15,000 SQFT) | FOOD AND BEV (52,000 SQFT) |
| APARTMENTS (305 UNITS) | OFFICE (260,000 SQFT) | |
| SENIOR HOUSING (200 UNITS) | HOTEL (110 KEYS) | |

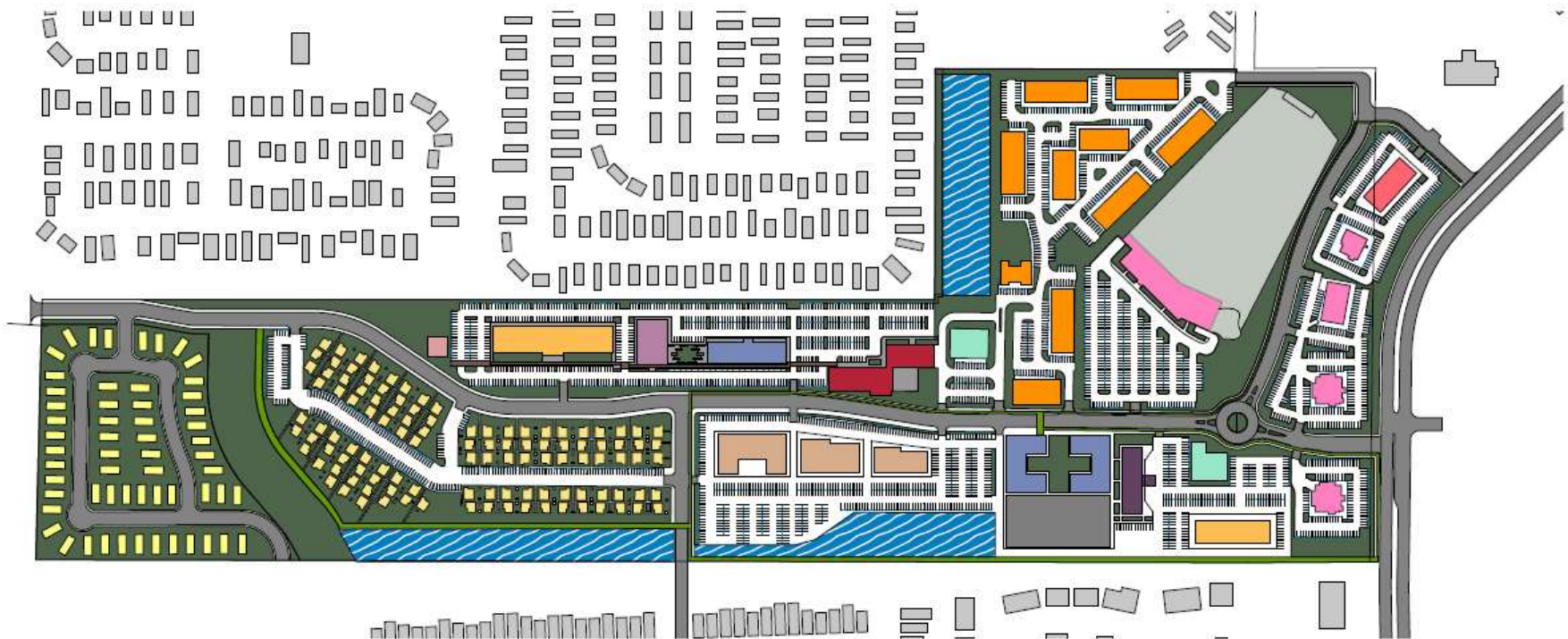


EXHIBIT K – UNIT 1A PLAT

#202006039469

STATE OF TEXAS
COUNTY OF COMAL

THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAN, AND DESIGNATED AS THE SOLMS LANDING, UNIT 1A SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF COMAL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY ASSIGN AND CONVEY SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRIVEWAYS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

[Signature] 7-10-20
OWNER: JAMES MAHAN
SOLMS LANDING DEVELOPMENT, LLC
848 S CASTELL AVE
NEW BRAUNFELS, TX
PHONE: (830) 307-4110

STATE OF TEXAS
COUNTY OF COMAL

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 20th DAY OF July, 2020 BY: JAMES MAHAN

[Signature]
NOTARY PUBLIC

STATE OF TEXAS

MY COMMISSION EXPIRES 10/10/2022

[Seal] ERISTIN HEDDY
Notary Public, State of Texas
Comm. Expires 10-11-2022
Notary ID: 13968979

STATE OF TEXAS
COUNTY OF BEHAR

KNOW ALL MEN BY THESE PRESENTS, I, THE UNDERSIGNED, TERESA A. SEIDL, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECTLY MADE UNDER MY SUPERVISION AND IN COMPLIANCE WITH CITY AND STATE SURVEY REGULATIONS AND LAWS, AND THAT ON THE GROUND AND THAT THE CORNER MONUMENTS DESCRIBED HEREON ARE LOCATED UNDER MY SUPERVISION.

[Seal] TERESA A. SEIDL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5872
KFW SURVEYING, LLC
101 PASADENA DRIVE, SUITE 101
SAN ANTONIO, TEXAS 78231
PHONE: 210-679-8444
FAX: 210-679-8441

7/21/2020

APPROVED THIS 9th DAY OF May, 2020 BY THE PLANNING COMMISSION OF THE CITY OF NEW BRAUNFELS, TEXAS.

[Signature]
7/4/2020
Chairman: Lee Edwards

APPROVED FOR ACCEPTANCE:

[Signature]
7/3/2020
2/11/2020
8/11/2020
FOR THE CITY OF NEW BRAUNFELS

SOLMS LANDING, UNIT 1A

A 8.85 ACRES TRACT OF LAND, SITUATED IN THE CITY OF NEW BRAUNFELS, OUT OF THE ANTONIO MARIA ENRIQUERRAZ SURVEY NO. 1, ABSTRACT 86, COMAL COUNTY, TEXAS AND BEING A PORTION OF A CALLED 29.08 ACRES TRACT OF LAND DESCRIBED IN INSTRUMENT TO SOLMS LANDING DEVELOPMENT LLC IN DOCUMENT NO. 20170603035 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

OWNER/DEVELOPER:
SOLMS LANDING DEVELOPMENT, LLC
848 S CASTELL AVE
NEW BRAUNFELS, TX
PHONE: (830) 307-4110

- THE PROPERTY WILL BE SERVED BY THE FOLLOWING UTILITY PROVIDERS:
NEW BRAUNFELS UTILITIES- WATER, SANITARY SEWER, ELECTRIC
CENTROPOWER ENERGY- GAS
BCE ENERGY- CABLE
AT&T- TELEPHONE
- THIS PROPERTY IS LOCATED WITHIN THE COMAL INDEPENDENT SCHOOL DISTRICT.
- 4 FOOT PAVIC SIDEWALKS WILL BE INSTALLED:
 - 3.0 FT FROM THE BACK OF CURB PER CITY STANDARDS BY EACH RESIDENTIAL HOME OR GARAGE/DRIVE AT THE TIME OF BUILDING PERMIT AND CONSTRUCTION ALONG ALEXANDER AVE, LUGGINS PT, CONSTANCE DRIVE, FREEDRICH WAY.
 - 3.0 FT FROM THE BACK OF CURB PER CITY STANDARDS BY THE DEVELOPER AT THE TIME OF STREET CONSTRUCTION ALONG LOT 801 BLK 1, LOT 801 BLK 2, LOT 801 BLK 3, LUGGINS PT, FREEDRICH WAY ALJUMENT TO THE CALLED REMAINING PORTION OF 24 ACRES OWNED BY THE SOLMS LANDING DEVELOPMENT, LLC.
- 8 FOOT PUBLIC SIDEWALK WILL BE INSTALLED:
 - PER CITY STANDARDS BY THE DEVELOPER ALONG HOWARD LANE ALJUMENT TO THE PROPERTY OF SOLMS LANDING UNIT 1A AT THE TIME OF SUBDIVISION CONSTRUCTION.
 - PER CITY STANDARDS BY THE DEVELOPER ALONG LOT 802 BLK 1, AND LOT 802 BLK 2, LUGGINS PT, FREEDRICH WAY AT THE TIME OF STREET CONSTRUCTION.
- DRAINAGE EASEMENT MEANS A DEDICATED PORTION OF LAND SET ASIDE FOR THE OVERLAND OR UNDERGROUND TRANSPORT OR STORAGE OF STORM WATER. THIS AREA SHALL NOT HAVE ANY PERMANENT STRUCTURES, POLES OR OTHER OBSTACLES HINDERING THE SAFE TRANSPORT OF WATER THROUGH THE EASEMENT. ALL DRAINAGE EASEMENTS ARE PRIVATE. MAINTENANCE OF DRAINAGE EASEMENTS DESIGNED WITHIN A LOT SHALL BE RESPONSIBILITY OF THE PROPERTY OWNER.
- THIS SUBDIVISION IS SUBJECT TO THE 2008 CITY OF NEW BRAUNFELS PARK LAND DEDICATION AND DEVELOPMENT ORDINANCE. THIS PLAN IS APPLIED FOR FOR 1 DOWNSIDE UNIT PER BUILDABLE LOT WITH A MAXIMUM OF 16 BUILDABLE LOTS AT SUCH TIME THAT ADDITIONAL DOWNSIDE UNITS ARE CONSTRUCTED. THE OWNER OF THE LOT SHALL CONTACT THE CITY AND COMPLY WITH THE ORDINANCE FOR EACH DWELLING UNIT.
- FUTURE DEVELOPMENT IS SUBJECT TO CHAPTER 114, STREETS, SIDEWALKS, AND OTHER PUBLIC SPACES OF THE NEW BRAUNFELS CODE OF ORDINANCES.
- SUBDIVISION IS SUBJECT TO THE DEVELOPMENT STANDARDS AS DEPOSED BY CITY OF NEW BRAUNFELS ORDINANCE NO. 2017-31. *Pulp trees must be built on residential lots with 5-foot wide interior side setbacks.*
- SIDE ENTRY GARAGES MUST BE SETBACK A MINIMUM OF 30 FEET FROM THE CORNER SIDE LOT LINE.
- NO STRUCTURES, WALLS, OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF DRAINAGE EASEMENTS SHOWN ON THIS PLAN, NO UNDESIRABLE, FRAGILE, OR OTHER TYPES OF MODIFICATIONS WHICH ALTER THE CROSS SECTION OF THE DRAINAGE EASEMENT OR DECREASE THE HYDRAULIC CAPACITY OF THE EASEMENT. AS APPLICABLE, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY ENGINEER. THE CITY OF NEW BRAUNFELS AND THE COUNTY SHALL HAVE THE RIGHT OF ACCESS AND EGRESS OVER ANY ADJACENT PROPERTY TO REMOVE ANY OBSTACLES PLACED WITHIN THE LIMITS OF DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.
- THE MAINTENANCE OF PEDESTRIAN EASEMENTS, GRASS GRACES, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENTS, AND PARK AREAS ASSOCIATION WITH THE SOLMS LANDING PLANNED DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS, CITY OF NEW BRAUNFELS ORDINANCE NO. 2017-31.
- ALL SWELL FAMILIES RESIDENTIAL LOTS WITHIN THIS SUBDIVISION MEET THE REQUIRED MINIMUM SQUARE FOOTAGE FOR 2000 LOT UNBUILT HOMES IN ACCORDANCE WITH THE SOLMS LANDING PLANNED DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS, CITY OF NEW BRAUNFELS ORDINANCE NO. 2017-31.
- THIS SUBDIVISION IS LOCATED WITHIN THE HORIZONTAL AND VERTICAL ZONE OF THE APPOINT HAZARD ZONING DISTRICT AND IS SUBJECT TO THE APPOINT HAZARD ZONING DISTRICT STANDARDS AND REGULATIONS.
- RESIDENTIAL FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF TEN (10) FEET ABOVE FINISHED ADJACENT GRADE.
- THE ELEVATION OF THE LOWEST RESIDENTIAL FINISHED FLOOR SHALL BE ELEVATED TO TWELVE (12) INCHES ABOVE THE 100 YEAR WATER FLOOD ELEVATION OF ADJACENT STORMWATER CONVEYANCE STRUCTURES.
- LOTS IN THROUGH 31, BLOCK 1 ARE SUBJECT TO A 30-FOOT REAR BUILDING SETBACK PER CITY DEVELOPMENT STANDARDS.

NOTES:

- MAINTENANCE OF DEDICATED UTILITY EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. ANY LOT OF AN EASEMENT OR ANY PORTION OF IT INCLUDING LANDSCAPES OR DRAINAGE FEATURING IS SUBJECT TO BE REMOVED OR CONSTRUCTION OF THE EASEMENT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER WITHIN THE MONTHS OR BY THE END OF THE YEAR. THE CITY OF NEW BRAUNFELS, ITS SUCCESSORS AND ASSIGNS SHALL BE SUBJECT TO APPLICABLE CITY ORDINANCES, STANDARDS, AND REGULATIONS OF NEW BRAUNFELS OR ANY OTHER DOWNSIDE BODY. THE PROPERTY OWNER MUST OBTAIN AN ADVANCE WRITTEN AGREEMENT WITH THE UTILITIES TO LOCATE THE EASEMENT, OR ANY PART OF IT.
- UTILITIES WILL POSSESS A 5 FOOT WIDE SERVICE EASEMENT FOR ALL BUILDING STRUCTURE ALONG THE SERVICE LINE TO THE SERVICE ENTRANCE. THIS EASEMENT SHALL VARY DEPENDING UPON LOCATION OF BUILDING STRUCTURE AND SERVICE.
- UTILITIES SHALL HAVE ACCESS TO THE METER LOCATIONS FROM THE FRONT YARD AND METER LOCATIONS SHALL NOT BE LOCATED WITHIN A FENCED AREA.
- EACH LOT MUST HAVE ITS OWN WATER AND SEWER SERVICE AT THE OWNER'S DEVELOPER'S EXPENSE.
- DO NOT COINAGE ANY NEW UTILITY EASEMENTS (LOT) WITH DRAINAGE EASEMENTS (LOT) OR SEWER EASEMENTS IN GRADE WITHIN THE UTILITY EASEMENTS (LOT) WITHOUT WRITTEN APPROVAL FROM NEW BRAUNFELS UTILITIES.

LOCATION MAP

N.T.S.

KFW

ENGINEERS + SURVEYING

102 W MAIN ST, New Braunfels, TX 78130
Phone # (830) 230-0442 • Fax # (830) 627-0807
Toll Free # 855.11 • TDD/Fax # 10122300

SURVEYOR NOTES:

- MONUMENTS WERE FOUND OR SET AT EACH CORNER OF THE SURVEY BOUNDARY OF THE SUBDIVISION. MONUMENTS AND LOT MARKERS WILL BE SET WITH 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING". SET AT ALL CORNERS AFTER COMPLETION OF UTILITY INSTALLATION AND STREET CONSTRUCTION UNLESS NOTED OTHERWISE.
- BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE, 40M, NORTH AMERICAN DATUM (NAD83) OF 1983.
- NO PORTION OF ANY LOTS ON THIS PLAN ARE IN THE SPECIAL FLOOD HAZARD ZONE ACCORDING TO FEMA FLOOD MAP-48 OF 305, COMMUNITY PANEL NO. 4935 (10/05/05), DATED SEPTEMBER 2, 2009.
- THE ELEVATION FOR THIS SURVEY ARE BASED ON NAVD83 (1983/02).
- THE COORDINATES SHOWN HEREON ARE GRID DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING AN AVERAGE COMBINED SCALE FACTOR OF 0.9999997008.

STATE OF TEXAS
COUNTY OF COMAL

[Signature] Bobbie Lepp
DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN THE MAP AND PLAT RECORDS, DOCUMENT NO. 20200633414, OF COMAL COUNTY, TEXAS ON THE 15 DAY OF September, A.D. 2020 AT 1:44p.

WITNESS MY HAND AND OFFICIAL SEAL THIS 15 DAY OF September, 2020.

[Seal] COUNTY CLERK, COMAL COUNTY, TEXAS
[Signature] SHERIFF

PREPARED: JULY 2020

PAGE 1 OF 0

#20200039469

FINAL PLAT OF SOLMS LANDING, UNIT 1A

A 9.85 ACRE TRACT OF LAND, SITUATED IN THE CITY OF NEW BRAUNFELS, OUT OF THE ANTONIO MARIA ESSAUARAZAR SURVEY NO. 1, ABSTRACT 98, COMAL COUNTY, TEXAS AND BEING A PORTION OF A CALLED 25.00 ACRE TRACT OF LAND, DESCRIBED IN INSTRUMENT TO SOLMS LANDING DEVELOPMENT LLC IN DOCUMENT NO. 20170803054 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

LOT 1
BLOCK 1
COMAL FARM SUBDIVISION UNIT 1
(VOL. 12 PG. 217-218 M.P.R.)

REMAINING PORTION OF 25.0 ACRES
OWNER: SOLMS LANDING
DEVELOPMENT, LLC
(DOC. # 20170803054 O.P.R.)

REMAINING PORTION OF 25.0 ACRES
OWNER: SOLMS LANDING
DEVELOPMENT, LLC
(DOC. # 20170803054 O.P.R.)



LINE	LENGTH	BEARING
L1	2.38'	S89°21'30"E
L2	26.08'	N1°20'42"E
L3	1.81'	S47°10'30"W
L4	33.42'	S47°10'30"W
L5	18.18'	S47°10'30"W
L6	11.17'	S29°31'15"E
L7	8.89'	S44°30'00"E
L8	8.89'	S44°30'00"E
L9	88.30'	S89°21'30"W
L10	82.19'	S47°10'30"W

CURVE	LENGTH	BEGINNING	END	CHORD	CHORD BEARING
C1	54.19'	210.00'	21.02'	54.00'	S45°01'15"E
C2	82.89'	210.00'	21.02'	82.89'	S45°01'15"E
C3	281.89'	487.00'	181.84'	281.89'	S44°10'45"E
C4	104.12'	180.00'	84.80'	104.12'	S45°01'15"E
C5	104.12'	180.00'	84.80'	104.12'	S45°01'15"E
C6	15.22'	15.80'	5.32'	15.22'	S45°01'15"E
C7	147.12'	83.80'	533.32'	147.12'	S45°01'15"E
C8	15.22'	15.80'	5.32'	15.22'	S45°01'15"E
C9	15.18'	15.80'	5.32'	15.18'	S45°01'15"E
C10	146.30'	33.80'	488.80'	146.30'	S45°01'15"E
C11	15.18'	15.80'	5.32'	15.18'	S45°01'15"E
C12	23.38'	15.80'	15.80'	23.38'	S45°01'15"E
C13	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C14	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C15	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C16	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C17	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C18	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C19	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C20	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C21	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C22	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C23	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C24	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C25	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C26	23.87'	23.87'	14.70'	23.87'	S45°01'15"E
C27	23.87'	23.87'	14.70'	23.87'	S45°01'15"E

LEGEND

- F.I.R. = FOUND "I" IRON ROD
- S.I.R. = SET "I" IRON ROD WITH BLUE CAP STAMPED "WFW SURVEYING"
- R.O.W. = RIGHT-OF-WAY
- O.P.R. = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TX
- M.P.R. = MAP AND PLAT RECORDS OF COMAL COUNTY, TX
- D.R. = DEED AND PLAT RECORDS OF COMAL COUNTY, TX
- P.U.E. = PUBLIC UTILITY EASEMENT

KEY NOTES

- ① 15' PUBLIC UTILITY EASEMENT
- ② 15' PRIVATE DRAINAGE EASEMENT
- ③ 5' MAINTENANCE, DRAINAGE, OVERHANG AND PUBLIC UTILITY EASEMENT
- ④ 20' SANITARY SEWER EASEMENT (DOC. # 202006050132 O.P.R.)
- ⑤ 20' WIDE SANITARY SEWER EASEMENT (DOC. # 2020050502 O.P.R.)
- ⑥ TEMPORARY EMERGENCY ACCESS EASEMENT (DOC. # 20200502012 O.P.R.)
- ⑦ VARIABLE WIDTH P.U.E. (DOC. # 202006050087 O.P.R.)
- ⑧ 30' PUBLIC UTILITY EASEMENT (DOC. # 202003030387 O.P.R.)

PREPARED: JULY 2020

PAGE 2 OF 2

EXHIBIT L – NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Comal County Clerk's Office
Honorable [County Clerk Name]
199 Main Plaza, Suite 2063
New Braunfels, TX 78130

Re: City of New Braunfels Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of New Braunfels is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of New Braunfels
Attn: [City Secretary]
424 S Castell Ave
New Braunfels, TX 78130

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

Jon Snyder
P: (817) 393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
424 S Castell Ave
New Braunfels, TX 78130

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COMAL	§	

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of New Braunfels, Texas, a Texas home rule municipality.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of New Braunfels, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "PID Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about January 14, 2019 the City Council for the City, approved Resolution No. 2019-R09, creating the Solms Landing Public Improvement District; and

WHEREAS, the Solms Landing Public Improvement District consists of approximately 97.97 contiguous acres located within the extraterritorial jurisdiction of the City; and

WHEREAS, on or about _____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within Improvement Area #1 of the Solms Landing Public Improvement District; and

EXHIBIT M-1 – LOT TYPE SINGLE-FAMILY HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE SINGLE FAMILY PRINCIPAL ASSESSMENT: \$21,229.31

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF COMAL

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE SINGLE FAMILY

Improvement Area #1 Bond							
Installments Due	Principal	Interest [a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment	
2022	\$ -	\$ 773.10	\$ (773.10)	\$ -	\$ -	\$ -	
2023	\$ 345.15	\$ 1,008.39	\$ -	\$ 92.47	\$ 72.34	\$ 1,518.36	
2024	\$ 361.70	\$ 992.00	\$ -	\$ 104.42	\$ 73.79	\$ 1,531.91	
2025	\$ 378.25	\$ 974.82	\$ -	\$ 102.61	\$ 75.26	\$ 1,530.94	
2026	\$ 397.16	\$ 956.85	\$ -	\$ 100.72	\$ 76.77	\$ 1,531.50	
2027	\$ 416.08	\$ 937.98	\$ -	\$ 98.74	\$ 78.30	\$ 1,531.10	
2028	\$ 437.35	\$ 918.22	\$ -	\$ 96.65	\$ 79.87	\$ 1,532.10	
2029	\$ 458.63	\$ 897.45	\$ -	\$ 94.47	\$ 81.47	\$ 1,532.01	
2030	\$ 479.91	\$ 875.66	\$ -	\$ 92.17	\$ 83.10	\$ 1,530.84	
2031	\$ 503.55	\$ 852.87	\$ -	\$ 89.78	\$ 84.76	\$ 1,530.95	
2032	\$ 529.55	\$ 828.95	\$ -	\$ 87.26	\$ 86.45	\$ 1,532.21	
2033	\$ 555.56	\$ 803.79	\$ -	\$ 84.61	\$ 88.18	\$ 1,532.14	
2034	\$ 581.56	\$ 777.41	\$ -	\$ 81.83	\$ 89.95	\$ 1,530.74	
2035	\$ 612.29	\$ 749.78	\$ -	\$ 78.92	\$ 91.75	\$ 1,532.74	
2036	\$ 640.66	\$ 720.70	\$ -	\$ 75.86	\$ 93.58	\$ 1,530.80	
2037	\$ 673.76	\$ 690.27	\$ -	\$ 72.66	\$ 95.45	\$ 1,532.14	
2038	\$ 706.86	\$ 658.26	\$ -	\$ 69.29	\$ 97.36	\$ 1,531.77	
2039	\$ 742.32	\$ 624.69	\$ -	\$ 65.76	\$ 99.31	\$ 1,532.07	
2040	\$ 780.14	\$ 589.43	\$ -	\$ 62.04	\$ 101.29	\$ 1,532.91	
2041	\$ 817.97	\$ 552.37	\$ -	\$ 58.14	\$ 103.32	\$ 1,531.80	
2042	\$ 858.16	\$ 513.52	\$ -	\$ 54.05	\$ 105.39	\$ 1,531.11	
2043	\$ 900.71	\$ 472.75	\$ -	\$ 49.76	\$ 107.49	\$ 1,530.72	
2044	\$ 945.63	\$ 429.97	\$ -	\$ 45.26	\$ 109.64	\$ 1,530.50	
2045	\$ 995.27	\$ 385.05	\$ -	\$ 40.53	\$ 111.84	\$ 1,532.69	
2046	\$ 1,044.92	\$ 337.78	\$ -	\$ 35.56	\$ 114.07	\$ 1,532.32	
2047	\$ 1,096.93	\$ 288.14	\$ -	\$ 30.33	\$ 116.36	\$ 1,531.76	
2048	\$ 1,151.30	\$ 236.04	\$ -	\$ 24.85	\$ 118.68	\$ 1,530.87	
2049	\$ 1,210.40	\$ 181.35	\$ -	\$ 19.09	\$ 121.06	\$ 1,531.90	
2050	\$ 1,271.87	\$ 123.86	\$ -	\$ 13.04	\$ 123.48	\$ 1,532.24	
2051	\$ 1,335.70	\$ 63.45	\$ -	\$ 6.68	\$ 125.95	\$ 1,531.77	
Total	\$ 21,229.31	\$ 19,214.89	\$ (773.10)	\$ 1,927.57	\$ 2,806.25	\$ 44,404.92	

[a] Interest is calculated at a 4.75% rate

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

EXHIBIT M-2 – IMPROVEMENT AREA #1 REMAINDER PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

**IMPROVEMENT AREA #1 REMAINDER PARCEL PRINCIPAL ASSESSMENT:
\$7,706,241.13**

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF COMAL

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 REMAINDER PARCEL

Improvement Area #1 Bond						
Installments Due	Principal	Interest [a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment
2022	\$ -	\$ 280,635.62	\$ (280,635.62)	\$ -	\$ -	\$ -
2023	\$ 125,290.78	\$ 366,046.45	\$ -	\$ 33,566.77	\$ 26,259.57	\$ 551,163.58
2024	\$ 131,297.87	\$ 360,095.14	\$ -	\$ 37,904.75	\$ 26,784.77	\$ 556,082.53
2025	\$ 137,304.96	\$ 353,858.49	\$ -	\$ 37,248.26	\$ 27,320.46	\$ 555,732.18
2026	\$ 144,170.21	\$ 347,336.51	\$ -	\$ 36,561.74	\$ 27,866.87	\$ 555,935.33
2027	\$ 151,035.46	\$ 340,488.42	\$ -	\$ 35,840.89	\$ 28,424.21	\$ 555,788.98
2028	\$ 158,758.87	\$ 333,314.24	\$ -	\$ 35,085.71	\$ 28,992.69	\$ 556,151.50
2029	\$ 166,482.27	\$ 325,773.19	\$ -	\$ 34,291.91	\$ 29,572.55	\$ 556,119.92
2030	\$ 174,205.67	\$ 317,865.28	\$ -	\$ 33,459.50	\$ 30,164.00	\$ 555,694.46
2031	\$ 182,787.23	\$ 309,590.51	\$ -	\$ 32,588.48	\$ 30,767.28	\$ 555,733.50
2032	\$ 192,226.95	\$ 300,908.12	\$ -	\$ 31,674.54	\$ 31,382.62	\$ 556,192.23
2033	\$ 201,666.67	\$ 291,777.34	\$ -	\$ 30,713.40	\$ 32,010.27	\$ 556,167.69
2034	\$ 211,106.38	\$ 282,198.17	\$ -	\$ 29,705.07	\$ 32,650.48	\$ 555,660.11
2035	\$ 222,262.41	\$ 272,170.62	\$ -	\$ 28,649.54	\$ 33,303.49	\$ 556,386.06
2036	\$ 232,560.28	\$ 261,613.16	\$ -	\$ 27,538.23	\$ 33,969.56	\$ 555,681.23
2037	\$ 244,574.47	\$ 250,566.54	\$ -	\$ 26,375.43	\$ 34,648.95	\$ 556,165.39
2038	\$ 256,588.65	\$ 238,949.26	\$ -	\$ 25,152.55	\$ 35,341.93	\$ 556,032.39
2039	\$ 269,460.99	\$ 226,761.29	\$ -	\$ 23,869.61	\$ 36,048.77	\$ 556,140.67
2040	\$ 283,191.49	\$ 213,961.90	\$ -	\$ 22,522.30	\$ 36,769.74	\$ 556,445.44
2041	\$ 296,921.99	\$ 200,510.30	\$ -	\$ 21,106.35	\$ 37,505.14	\$ 556,043.77
2042	\$ 311,510.64	\$ 186,406.51	\$ -	\$ 19,621.74	\$ 38,255.24	\$ 555,794.12
2043	\$ 326,957.45	\$ 171,609.75	\$ -	\$ 18,064.18	\$ 39,020.35	\$ 555,651.73
2044	\$ 343,262.41	\$ 156,079.27	\$ -	\$ 16,429.40	\$ 39,800.75	\$ 555,571.83
2045	\$ 361,283.69	\$ 139,774.31	\$ -	\$ 14,713.09	\$ 40,596.77	\$ 556,367.85
2046	\$ 379,304.96	\$ 122,613.33	\$ -	\$ 12,906.67	\$ 41,408.70	\$ 556,233.67
2047	\$ 398,184.40	\$ 104,596.35	\$ -	\$ 11,010.14	\$ 42,236.88	\$ 556,027.76
2048	\$ 417,921.99	\$ 85,682.59	\$ -	\$ 9,019.22	\$ 43,081.62	\$ 555,705.41
2049	\$ 439,375.89	\$ 65,831.29	\$ -	\$ 6,929.61	\$ 43,943.25	\$ 556,080.04
2050	\$ 461,687.94	\$ 44,960.94	\$ -	\$ 4,732.73	\$ 44,822.11	\$ 556,203.73
2051	\$ 484,858.16	\$ 23,030.76	\$ -	\$ 2,424.29	\$ 45,718.55	\$ 556,031.76
Total	\$ 7,706,241.13	\$ 6,975,005.67	\$ (280,635.62)	\$ 699,706.10	\$ 1,018,667.57	\$ 16,118,984.85

[a] Interest is calculated at a 4.75% rate

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

EXHIBIT O – ENGINEER’S REPORT

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Public Improvement District (PID) Engineering Report

Solms Landing Planned Development District

Location: Approximately 1,400 LF south of the IH-35 and S. Kowald Lane Intersection in New Braunfels, Texas 78130

KFW Job #: 583-01-01

Firm #: 9513

Date Submitted: September 2021



By: A. NICHOLAS REYNOLDS, P.E.

TABLE OF CONTENTS

INTRODUCTION	2
DEVELOPMENT / PUBLIC INFRASTRUCTURE COSTS	2
DEVELOPMENT SCHEDULE.....	2

EXHIBITS

- PID Exhibit A – Solms Landing Detail Plan
- PID Exhibit B – Phase I Public Roadway Improvements
- PID Exhibit C – Phase II Public Roadway Improvements
- PID Exhibit D – Phase I Public Water and Sewer Improvements
- PID Exhibit E – Phase II Public Water and Sewer Improvements
- PID Exhibit F – Phase I Public Storm Water and Detention
- PID Exhibit G – Phase II Public Storm Water and Detention
- PID Exhibit H – Solms Landing Hike and Bike Trail

ATTACHMENT A

- Opinion of Probable Costs
- Cost Summary

INTRODUCTION

Solms Landing, a 97.97 acre Planned Development District (PDD), is located east of IH-35 adjacent to the Creekside Village Development and directly across FM 306 from the Town Center at Creekside in New Braunfels, Texas. The Solms Landing PDD is a mixed-use development which will include a variety of living conditions along with commercially zoned areas to include retail shopping, dining, office space and more. The development is within walking distance to the Resolute Hospital and the surrounding area includes other important uses such as an elementary, middle and high school, as well as the New Braunfels Regional Airport and Central Texas Technology Center. As shown in **Exhibit A**, this development is comprised of two (2) phases that will be included in the proposed Public Improvement District (PID).

The Phases included in the PID have been separated into two Improvement Areas. Phase I Improvement Area includes approximately 59.34 acres containing public infrastructure, single-family residential, high density residential, commercial, and multi-family land uses. Phase II Improvement Area includes approximately 38.63 acres containing public infrastructure, commercial, and multi-family land uses. Exhibit A illustrates each respective boundary of Phases I and II.

Exhibits B through H denotes the proposed public infrastructure associated with each respective phase required to support the Solms Landing Development.

DEVELOPMENT / PUBLIC INFRASTRUCTURE COSTS

Please refer to Attachment A for the Engineer's Opinion of Probable Costs (OPC) and overall cost summary associated with the design and construction elements for the public infrastructure proposed with the Solms Landing Development. Please note that the interest Carry values represented in the PID Cost Summary along with the PID Funded Cost have been provided by the Solms Landing Development, LLC.

DEVELOPMENT SCHEDULE

Phase I Improvements:

Solms Landing Collector Phase I:

- Construction Plans for the Collector Phase I (Sophie Lane) portion including Roadway Improvements, Water, Sewer, Storm Drain and Detention, has been approved by the City of New Braunfels.
- A final plat for the Collector Phase I portion has been approved by the City of New Braunfels.
- Construction of the Collector Phase I portion has been completed and is currently going through the final acceptance process with the City of New Braunfels.

Solms Landing Unit 1A:

- Construction Plans for Unit 1A, the single-family portion, has been approved by the City of New Braunfels
- A Final Plat for Unit 1A has been approved by the City of New Braunfels.
- Construction of Unit 1A has been completed and is currently going through the final acceptance process with the City of New Braunfels.
- Unit 1A Plat has been recorded.

Solms Landing Collector Phase 1A:

- Construction Plans for Phase 1A (High Wind Lane) including the Roadway Improvements and associated Drainage Infrastructure has been approved by the City of New Braunfels.
- A Final Plat has been conditionally approved by the City of New Braunfels.

Solms Landing Unit 1B:

- A Final Plat for Unit 1B, the high-density residential portion, has been conditionally approved by the City of New Braunfels.

Solms Landing Unit 1C:

- A Final Plat for Unit 1C, a portion of the Mixed Use Commercial and Multi-Family, has been conditionally approved by the City of New Braunfels.

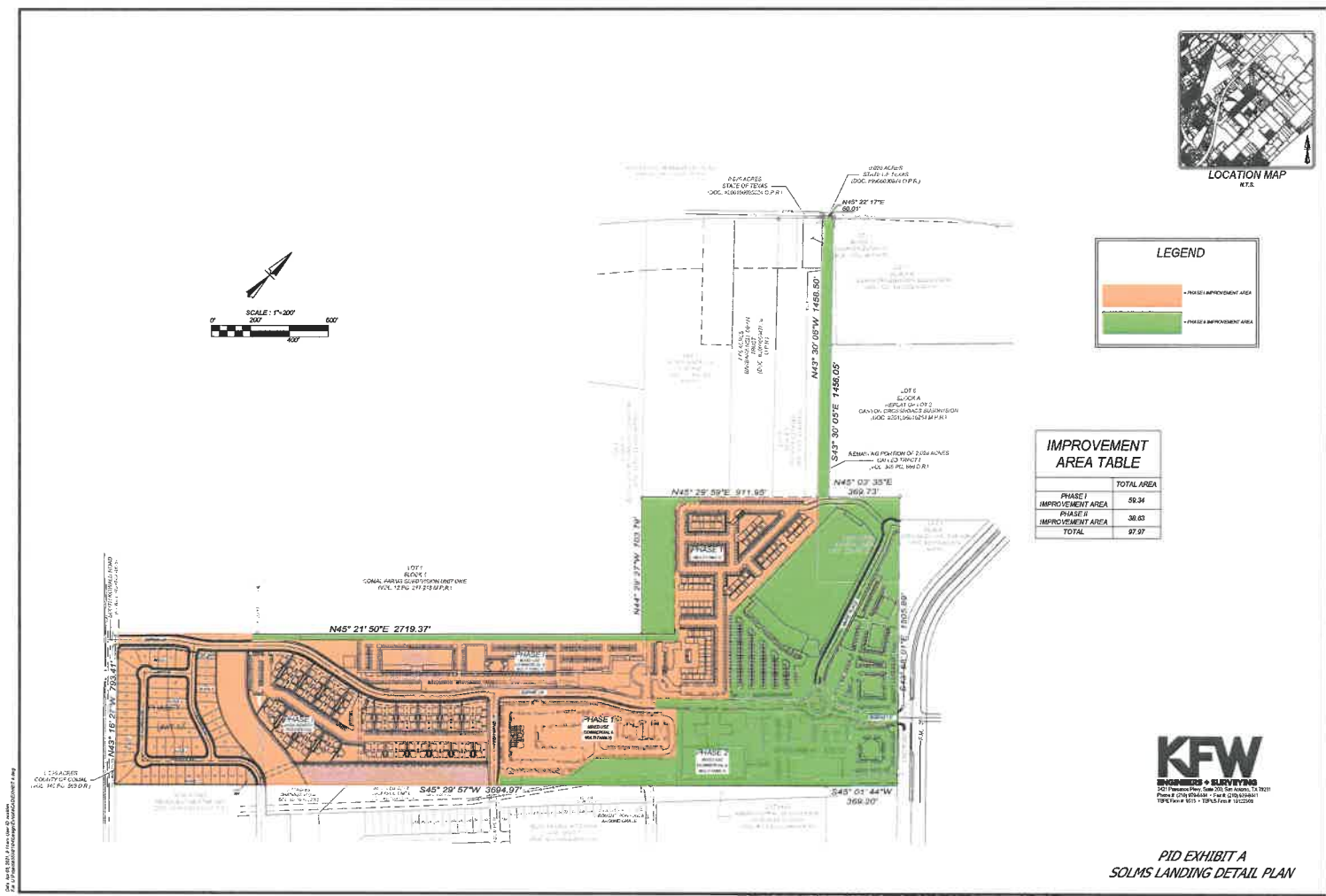
Phase II Improvements:

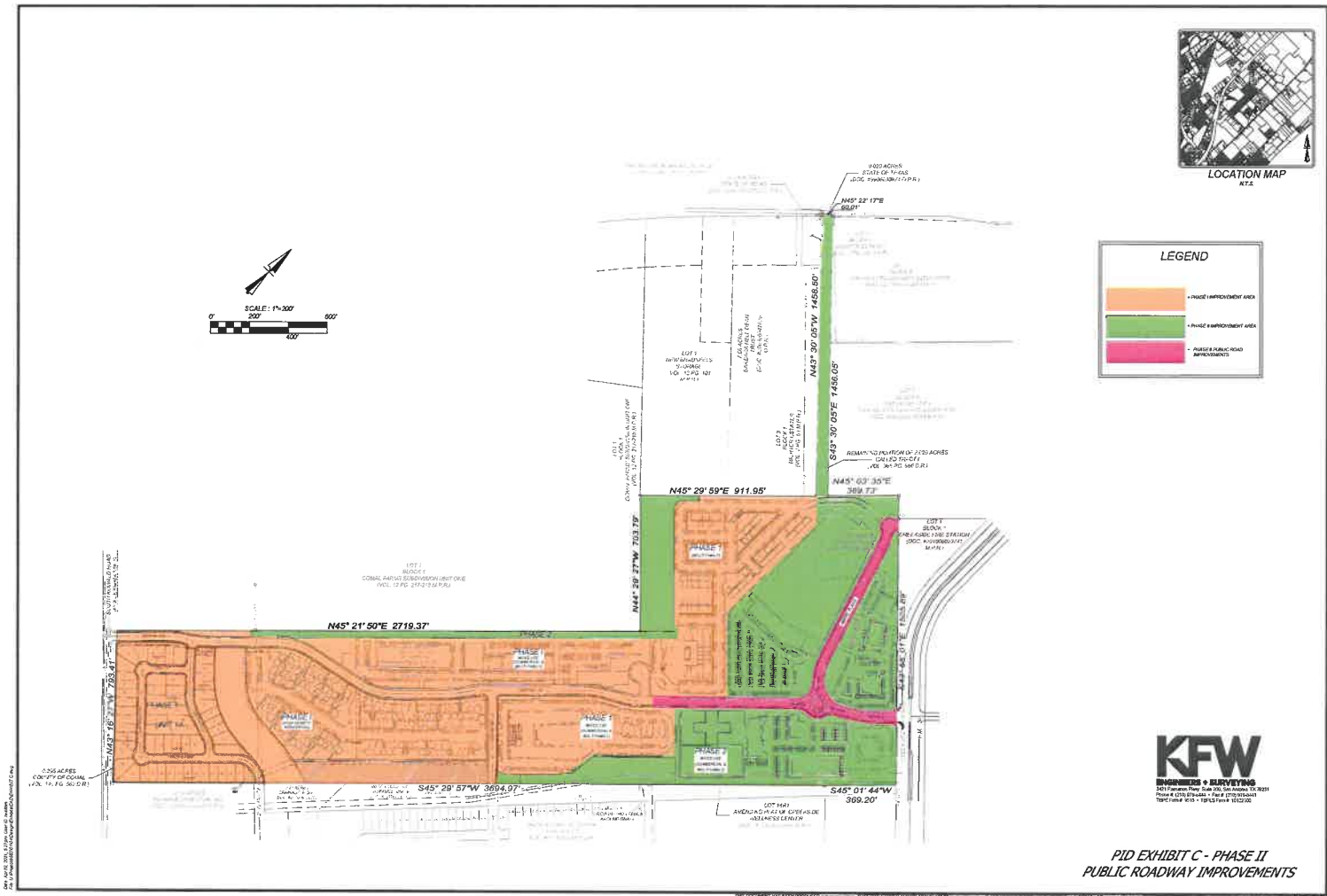
Solms Landing Collector Phase II:

- Construction Plans for the Collector Phase II (Sophie Lane) portion from Phase I to FM 306 including Roadway Improvements, Water, Sewer, Storm Drain and Detention have been submitted to the City of New Braunfels.
- A Preliminary Plat for Phase II has been approved by the City of New Braunfels.

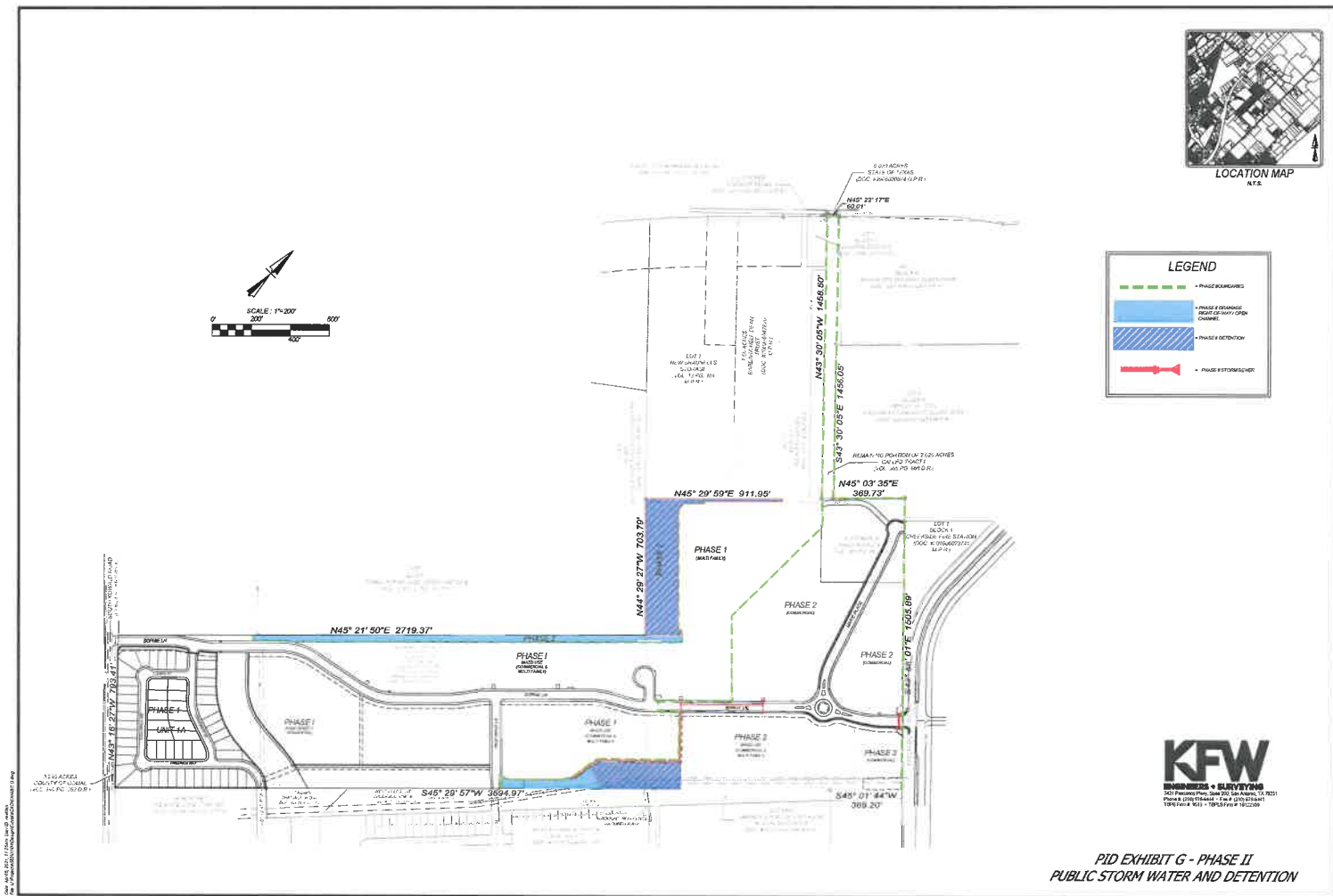


EXHIBITS







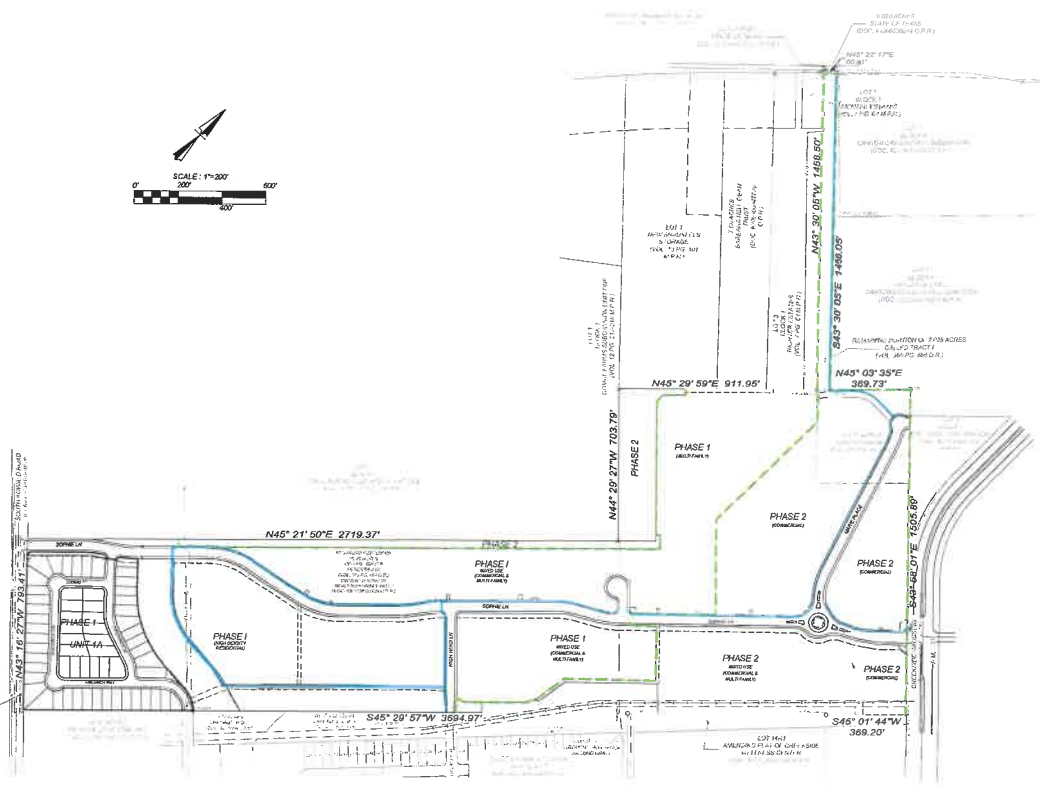




LOCATION MAP
ATA

LEGEND

- PHASE BOUNDARIES
- HIKE & BIKE TRAIL



PID EXHIBIT H
SOLMS LANDING HIKE & BIKE TRAIL

ATTACHMENT A

Solms Landing Improvement Area 1

Collector Phase 1

Item Number	Description	Quantity	UM	Unit Bid Price	Total Bid Price
Sedimentation & Erosion					
1	Stabilized Construction Entrance	1.00	EACH	\$1,426.68	\$1,426.68
2	Conc. Wash Out Pit	1.00	EACH	\$513.61	\$513.61
3	Silt Fence	2,343.00	LF	\$2.11	\$4,943.73
4	Rock Berm	297.00	LF	\$32.53	\$9,661.41
5	Inlet Protection	78.00	LF	\$15.41	\$1,201.98
Total Sedimentation & Erosion Control =					\$17,747.41
Mass Grading					
6	Clearing And Grubbing	14.57	ACRE	\$309.51	\$4,509.56
7	Revegetation	97,979.67	SY	\$0.77	\$75,444.35
8	Embankment	43,884.79	CY	\$2.64	\$115,855.85
9	Excavation (Site)	2,021.53	CY	\$6.91	\$13,968.77
10	Import	44,151.29	CY	\$5.99	\$264,466.23
Total Mass Grading =					\$474,244.75
Street Improvements					
11	Mobilization	1.00	LS	\$85,000.00	\$85,000.00
12	Clearing And Grubbing	7.29	ACRE	\$340.22	\$2,480.20
13	Street Excavation	875.41	CY	\$11.82	\$10,347.35
14	Street Embankment	20,408.66	CY	\$2.64	\$53,878.86
15	9" Conc. Paving	13,293.00	SY	\$60.92	\$809,809.56
16	6" Concrete Islands	31.00	SY	\$61.83	\$1,916.73
17	Handrail	352.00	LF	\$57.06	\$20,085.12
18	Retaining Wall	350.00	LF	\$280.53	\$98,185.50
19	Type 3 Barricades W/ Markers	3.00	EACH	\$741.87	\$2,225.61
20	Concrete Curbs	5,819.00	LF	\$2.87	\$16,700.53
21	Header Curb	206.00	LF	\$29.77	\$6,132.62
22	Timber Gaurd Post	8.00	EACH	\$154.08	\$1,232.64
23	6' Conc. Sidewalk	3,604.00	LF	\$50.40	\$181,641.60
24	10' Concrete Sidewalks	2,110.00	LF	\$49.72	\$104,909.20
25	Flex Base 6"	1,056.00	SY	\$6.76	\$7,138.56
26	Chipseal	1,056.00	SY	\$17.12	\$18,078.72
27	Signage And Stripping	1.00	LS	\$12,554.78	\$12,554.78
Total Street Improvements =					\$1,432,317.58

Solms Landing Improvement Area 1

Collector Phase 1

Item Number	Description	Quantity	UM	Unit Bid Price	Total Bid Price
Drainage Improvements					
Drain "A"					
28	Embankment	2,037.50	CY	\$3.90	\$7,946.25
29	Excavation (Channel)	9,478.45	CY	\$3.93	\$37,250.31
30	8"-12" Rock Rubble 18" Depth	150.00	SY	\$54.78	\$8,217.00
31	6" Concrete Riprap	997.00	SY	\$93.89	\$93,608.33
32	Conc Box Culv (7 FT X 3 FT)	507.00	CY	\$676.47	\$342,970.29
33	Handrail	334.00	LF	\$57.06	\$19,058.04
34	Elevated Sidewalk	2.00	EACH	\$5,725.22	\$11,450.44
35	9" Gabion Reno Mattress	1,010.00	SY	\$78.75	\$79,537.50
36	Concrete Headwall	73.00	CY	\$1,316.80	\$96,126.40
37	Revegetation	14,455.50	SY	\$0.77	\$11,130.74
38	Concrete Pilot Channel	416.00	SY	\$74.43	\$30,962.88
				Sub-total =	\$738,258.17
Drain "B"					
39	Embankment	1.19	CY	\$22.25	\$26.48
40	Excavation (Channel)	74.77	CY	\$6.23	\$465.82
41	10"-12" Rock Rubble 18" Depth	13.33	SY	\$58.78	\$783.54
42	Curb Inlet (10')	1.00	EACH	\$7,975.65	\$7,975.65
43	Curb Inlet (5')	1.00	EACH	\$10,015.72	\$10,015.72
44	Handrail	10.00	LF	\$57.06	\$570.60
45	4'x3' Box Culvert	433.50	LF	\$243.95	\$105,752.33
46	3x2 Box Culvert	16.97	LF	\$466.88	\$7,922.95
47	Conc. Headwall & Wingwall	6.90	CY	\$1,717.57	\$11,851.23
				Sub-total =	\$145,364.31
Drain "C"					
48	10"-12" Rock Rubble 18" Depth	15.04	SY	\$58.78	\$884.05
49	4'x2' Box Culvert	771.63	LF	\$221.94	\$171,255.56
50	6x6 Junction Box	3.00	EACH	\$7,310.29	\$21,930.87
51	Concrete Headwall & Wingwall	3.76	CY	\$1,717.57	\$6,458.06
				Sub-total =	\$200,528.55
Drain "D"					
52	Excavation (Channel)	30.34	CY	\$23.02	\$698.43
53	Curb Inlet (5')	2.00	EACH	\$6,314.40	\$12,628.80
54	3x2 Box Culvert	51.72	LF	\$219.08	\$11,330.82
55	Conc. Headwall & Wingwall	4.00	EACH	\$1,717.57	\$6,870.28
				Sub-total =	\$31,528.32

Solms Landing Improvement Area 1

Collector Phase 1

Item Number	Description	Quantity	UM	Unit Bid Price	Total Bid Price
Drain "E"					
56	Excavation (Channel)	32.99	CY	\$21.17	\$698.40
57	4'x2' Box Culvert	25.42	LF	\$253.91	\$6,454.39
58	Conc. Headwall & Wingwall	4.00	EACH	\$1,717.57	\$6,870.28
Sub-total =					\$14,023.07
Detention Basin "A"					
59	Excavation (Detention Pond)	10,923.52	CY	\$2.99	\$32,661.32
60	Embankment	1,256.16	CY	\$6.32	\$7,938.93
61	Clearing And Grubbing	2.83	ACRE	\$1,168.52	\$3,306.91
62	Revegetation	11,037.82	SY	\$0.77	\$8,499.12
63	Gabion Mattress (4.5x3x12')	1,920.00	LF	\$93.59	\$179,692.80
64	Gabion Mattress (4.5x3x6)	12.00	LF	\$93.59	\$1,123.08
65	Gabion Mattress (3x3x12)	1,920.00	LF	\$63.35	\$121,632.00
66	Gabion Mattress (3x3x6)	12.00	LF	\$63.92	\$767.04
67	Gabion Weir	1.00	LS	\$11,413.44	\$11,413.44
68	Riprap Headwall	5.45	CY	\$1,259.55	\$6,864.55
69	Conc. Headwall	6.91	CY	\$1,717.57	\$11,868.41
70	Conc. Pilot Channel	556.66	SY	\$74.43	\$41,432.20
71	36" C.M.P.	116.76	LF	\$196.06	\$22,891.97
72	12" HDPE	58.38	LF	\$74.27	\$4,335.88
Sub-total =					\$454,427.66
Total Drainage Improvements =					\$1,584,130.09

Solms Landing Improvement Area 1

Collector Phase 1

Item Number	Description	Quantity	UM	Unit Bid Price	Total Bid Price
Water Improvements					
73	12" Water Tie-in	1.00	EACH	\$3,863.24	\$3,863.24
74	8" C-900 DR 18 Pipe	704.00	LF	\$33.85	\$23,830.40
75	12" C-900 DR18 Pipe	2,886.00	LF	\$36.51	\$105,367.86
76	24" Steel Casing- 12" Carrier Pipe	156.00	LF	\$139.04	\$21,690.24
77	Cast Iron Fittings	2.00	TON	\$10,929.06	\$21,858.12
78	8" Gate Valve	7.00	EACH	\$1,666.52	\$11,665.64
79	12" Gate Valve	10.00	EACH	\$2,549.81	\$25,498.10
80	Std. Fire Hydrant	10.00	EACH	\$5,099.87	\$50,998.70
81	2" Perm. Blowoff	6.00	EACH	\$3,344.80	\$20,068.80
82	2" Blow Off, Temporary	1.00	EACH	\$1,553.30	\$1,553.30
83	Joint Restraints	1.00	LS	\$10,732.24	\$10,732.24
84	Cutting Patching Pavement	11.80	SY	\$684.81	\$8,080.76
85	Trench Protection	3,590.00	LF	\$1.14	\$4,092.60
86	Chlorinating Of Waterlines & Bacteriological Tests	3,590.00	LF	\$1.49	\$5,349.10
Total Water Improvements =					\$314,649.10
Sanitary Sewer Improvements					
87	8" SDR 26 (10'-12')	202.00	LF	\$21.39	\$4,320.78
88	10" SDR 26 (0'-6')	169.00	LF	\$26.20	\$4,427.80
89	10" SDR 26 (6'-8')	280.00	LF	\$26.13	\$7,316.40
90	10" SDR 26 (8'-10')	966.00	LF	\$27.06	\$26,139.96
91	10" SDR 26 (10'-12')	966.00	LF	\$28.13	\$27,173.58
92	10" SDR 26 (8'-10' 160PSI)	10.00	LF	\$83.13	\$831.30
93	10" SDR 26 (10'-12' 160PSI)	30.00	LF	\$57.61	\$1,728.30
94	Standard Manhole	8.00	EACH	\$3,492.02	\$27,936.16
95	Extra Depth Manhole	31.00	VF	\$481.44	\$14,924.64
96	Manhole Ring Encasement	8.00	EACH	\$1,721.18	\$13,769.44
97	Tie In To Ex. Sanitary Manhole	1.00	EACH	\$3,079.06	\$3,079.06
98	Trench Protection	2,623.00	LF	\$2.28	\$5,980.44
99	CCTV Sanitary Sewer Main	2,623.00	LF	\$2.86	\$7,501.78
Total Sanitary Sewer Improvements =					\$145,129.64
Miscellaneous Improvements					
100	10' Hike & Bike Trail	1,681.00	LF	\$59.90	\$100,691.90
101	Testing	1.00	LS	\$48,164.69	\$48,164.69
102	Landscaping & Hardscape	1.00	LF	\$543,200.00	\$543,200.00
103	Offsite & TIA	1.00	LF	\$429,776.99	\$429,776.99
Total Miscellaneous Improvements =					\$1,121,833.58
Collector Phase I Total Improvements =					\$5,090,052.15

Collector Phase 1A					
Item Number	Description	Quantity	UM	Unit Bid Price	Total Bid Price
Sedimentation & Erosion					
1	Stabilized Construction Entrance	1.00	EACH	\$1,313.41	\$1,313.41
2	Conc. Wash Out Pit	1.00	EACH	\$402.09	\$402.09
3	Rock Berm	25.00	LF	\$29.40	\$735.00
4	Inlet Protection	40.00	LF	\$23.01	\$920.40
Total Sedimentation & Erosion Control =					\$3,370.90
High Wind Lane Street Improvements					
5	Mobilization	1.00	LS	\$17,254.90	\$17,254.90
6	Clearing And Grubbing	0.78	ACRE	\$345.10	\$269.18
7	Street Excavation	111.00	CY	\$43.42	\$4,819.62
8	Street Embankment	478.00	CY	\$10.08	\$4,818.24
9	9" Conc. Paving	1,962.00	SF	\$76.56	\$150,210.72
10	Concrete Curbs	886.00	LF	\$15.13	\$13,405.18
11	Remove Header Curb & Bollards	40.00	LF	\$5.94	\$237.60
12	4' Side and Sidewalk Ramp	10.00	LF	\$45.04	\$450.40
13	6' Sidewalk and Sidewalk Ramp	433.00	LF	\$39.88	\$17,268.04
14	9.5' Hike & Bike Trail	433.00	LF	\$51.30	\$22,212.90
15	Signage & Striping	1.00	LS	\$5,511.50	\$5,511.50
Total High Wind Lane Street Improvements =					\$236,458.28
Dragoon Crossing					
16	Mobilization	1.00	LS	\$18,000.00	\$18,000.00
17	Clearing And Grubbing	0.46	ACRE	\$1,500.00	\$690.00
18	Street Excavation	278.00	CY	\$11.96	\$3,324.88
19	Street Embankment	890.00	CY	\$2.67	\$2,378.97
20	9" Conc. Paving	1,263.00	SF	\$66.43	\$83,901.09
21	Moisture Condition Subgrade	1,263.00	SY	\$2.00	\$2,526.00
22	Concrete Curbs	467.00	LF	\$7.15	\$3,339.05
23	6' Sidewalk and Sidewalk Ramp	467.00	LF	\$53.83	\$25,138.61
24	Pedestrian Ramps	2.00	EA	\$1,175.54	\$2,351.08
25	Signage and Striping	1.00	LS	\$1,250.00	\$1,250.00
26	TPDES	1.00	LS	\$5,500.00	\$5,500.00
27	Contingency	1.00	EA	\$22,259.78	\$22,259.78
Total Dragoon Crossing Street Improvements =					\$170,659.46
Total Street Improvements =					\$407,117.74

Drainage Improvements

28	Embankment	11.00	CY	\$37.84	\$416.24
29	Excavation	477.00	CY	\$13.94	\$6,649.38
30	6" Concrete Riprap	112.00	SY	\$149.83	\$16,780.96
31	Handrail	79.00	LF	\$143.80	\$11,360.20
32	Concrete Headwall	17.00	CY	\$1,593.20	\$27,084.40
33	Revegetation	625.00	SY	\$4.65	\$2,906.25
34	3 6 x 3 Box Culvert	83.00	CY	\$1,438.25	\$119,374.75
35	Concrete Baffle Blocks	0.70	CY	\$5,587.14	\$3,911.00
36	Excavation	12.00	CY	\$11.08	\$132.96
37	6" Concrete Riprap	6.00	SY	\$289.31	\$1,735.86
38	Handrail	9.00	LF	\$143.79	\$1,294.11
39	Concrete Sidewalk Box Drain	1.90	CY	\$5,676.87	\$10,786.05
40	Rock Rip Rap	5.00	SY	\$81.40	\$407.00

Total Drainage Improvements = \$202,839.16

Miscellaneous Improvements

41	Stock Pile Excess Material	111.00	CY	\$6.08	\$674.88
42	Revegetation	759.00	SY	\$0.81	\$614.79

Total Miscellaneous Improvements = \$1,289.67

Collector Phase 1A Total Improvements = \$614,617.47

Unit 1A

Item No.	Description	Unit	Quantity	Unit Price	Total Price
Sedimentation & Erosion Control					
1	Stabilized Construction Entrance	EA	1	\$1,426.68	\$1,426.68
2	Concrete Washout Pit	EA	1	\$513.61	\$513.61
3	Silt Fence	LF	2,476	\$2.11	\$5,224.36
4	Silt Fence	LF	2,619	\$2.11	\$5,526.09
5	Inlet Protection	LF	50	\$15.41	\$770.50
Total Sedimentation & Erosion Control =					\$13,461.24
Mass Grading					
1	Lot Clearing & Grubbing (Including Easements)	AC	4.33	\$2,760.23	\$11,951.80
2	Lot Excavation	CY	2.20	\$6.91	\$15.20
3	Lot Embankment	CY	18,795.40	\$2.64	\$49,619.86
4	Import Material	CY	18,707.30	\$5.99	\$112,056.73
Total Mass Grading =					\$173,643.58
Street Improvements					
1	Mobilization	LS	1	\$1.00	\$1.00
2	Clearing & Grubbing	AC	1.04	\$1,436.51	\$1,493.97
3	Remove Existing Header Curb	LF	30	\$8.49	\$254.70
4	Street Excavation	CY	1,884.30	\$11.82	\$22,272.43
5	Street Embankment	CY	1,801.70	\$2.64	\$4,756.49
6	HMAC TY D 1.5"	SY	6,506	\$7.67	\$49,901.02
7	HMAC TY D 2"	SY	6,506	\$10.04	\$65,320.24
8	Flex Base 11	SY	6,506	\$11.68	\$75,990.08
9	Lime Stabilization 6"	SY	6,506	\$6.60	\$42,939.60
10	Concrete Curb	LF	3,892	\$17.03	\$66,280.76
11	Header Curb	LF	30	\$24.72	\$741.60
12	Timber Guard Post W/ Markers	EA	5	\$156.61	\$783.05
13	4' Concrete Sidewalk	LF	287	\$27.04	\$7,760.48
14	Signage	LS	1	\$3,213.46	\$3,213.46
15	Reinforced Concrete	LS	1	\$244,070.16	\$244,070.16
C/O #4	Temporary Cul-Desac Removal				-\$2,309.64
C/O #5	Additional 6' Sidewalk				\$33,824.64
Total Street Improvements =					\$617,294.03

Unit 1A

Item No.	Description	Unit	Quantity	Unit Price	Total Price
Drainage Improvements					
Drain "A"					
1	Curb Inlet (10')	EA	1	\$7,975.65	\$7,975.65
2	3'X2' Box Culvert	LF	120.50	\$203.18	\$24,483.19
3	Concrete Headwall	CY	1.35	\$4,756.39	\$6,421.13
Sub-total =					\$38,879.97
Drain "B"					
1	Sidewalk Drain	CY	3.63	\$4,495.37	\$16,318.19
2	Handrail	LF	17	\$130.69	\$2,221.73
3	6" Concrete Riprap	SY	103	\$98.61	\$10,156.83
4	Reno Mattress	SY	6	\$104.41	\$626.46
5	Channel Excavation	CY	3.30	\$23.02	\$75.97

Sub-total = \$29,399.18

Total Drainage Improvements = \$68,279.15

	Water Improvements				
1	Tie Into Existing 8" Water Main	EA	2	\$2,650.25	\$5,300.50
2	8" C-900 DR 18 Pipe	LF	2,042	\$33.85	\$69,121.70
3	Cast Iron Fittings	TON	0.44	\$11,830.87	\$5,205.58
4	8" Gate Valve	EA	5	\$1,666.52	\$8,332.60
5	Standard Fire Hydrant	EA	4	\$5,099.87	\$20,399.48
6	Joint Restraints	LS	1	\$1,238.64	\$1,238.64
7	Trench Protection	LF	2,042	\$1.14	\$2,327.88
8	Chlorinating of Waterlines & Bacteriological T	LF	2,042	\$1.49	\$3,042.58
9	1" Single Service Long	EA	18	\$819.41	\$14,749.38
10	1" Single Service Short	EA	42	\$574.84	\$24,143.28
11	5/8" Irrigation Service	EA	1	\$808.32	\$808.32
	Water Improvements PH II				
1	Cast Iron Meter Box	EA	60	\$126.33	\$7,579.8

Total Water Improvements = \$ 162,249.7

Unit 1A

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	Sanitary Sewer Improvements				
1	8" SDR 26 (0-6')	LF	72	\$21.39	\$ 1,540.1
2	8" SDR 26 (6'-8')	LF	1,155	\$25.77	\$ 29,764.4
3	8" SDR 26 (8'-10')	LF	543	\$28.05	\$ 15,231.2
4	8" SDR 26 Class 160 (6'-8)	LF	40	\$33.13	\$ 1,325.2
5	Standard Manhole	EA	10	\$3,492.02	\$ 34,920.2
6	Extra Depth Manhole	VF	24	\$481.44	\$ 11,554.6
7	Manhole Ring Encasement	EA	10	\$1,721.18	\$ 17,211.8
8	6" Sanitary Sewer Pipe SDR-26, Laterals	LF	2,603	\$21.51	\$ 55,990.5
9	Trench Protection	LF	1,810	\$2.28	\$ 4,126.8
10	CCTV Sanitary Sewer Main	LF	1,810	\$2.86	\$ 5,176.6
11	Tie Into Existing Sanitary Sewer Line	EA	1	\$3,079.06	\$ 3,079.1

Total Sanitary Sewer Improvements = \$179,920.33

Unit 1A Total Improvements = \$1,214,848.07

Solms Landing Improvement Area 2

Future Costs Based on Bids & OPC

Item Number	Description	Quantity	UM	Unit Bid Price	Total Bid Price
Sedimentation & Erosion					
1	Stabilized Construction Entrance	2.00	EACH	\$1,443.70	\$2,887.40
2	Conc. Wash Out Pit	1.00	EACH	\$866.22	\$866.22
3	Silt Fence	2,336.53	LF	\$2.13	\$4,976.81
4	Rock Berm	75.00	LF	\$29.53	\$2,214.75
5	Inlet Protection	240.00	LF	\$11.55	\$2,772.00
Total Sedimentation & Erosion Control =					\$13,717.18
Mass Grading					
6	Clearing And Grubbing	14.57	ACRE	\$313.21	\$4,563.47
7	Revegetation	56,302.00	SY	\$0.75	\$42,226.50
8	Embankment	7,180.00	CY	\$3.93	\$28,217.40
9	Excavation (Site)	5,565.00	CY	\$3.39	\$18,865.35
10	Import	41,151.29	CY	\$6.21	\$255,549.51
Total Mass Grading =					\$349,422.23
Sophie Lane Street Improvements					
11	Mobilization	1.00	LS	\$85,000.00	\$85,000.00
12	Street Excavation	463.00	CY	\$11.96	\$5,537.48
13	Street Embankment	3,266.00	CY	\$2.67	\$8,720.22
14	Moisture Condition Subgrade	7,361.00	SY	\$1.89	\$13,912.29
15	9" Conc. Paving	7,361.00	SY	\$66.43	\$488,991.23
16	4" Concrete Medians	210.00	SY	\$45.65	\$9,586.50
17	Handrail	46.00	LF	\$196.34	\$9,031.64
18	Type 3 Barricades W/ Markers	3.00	EACH	\$750.72	\$2,252.16
19	Concrete Curbs	2,778.00	LF	\$7.15	\$19,862.70
20	Header Curb	80.00	LF	\$27.91	\$2,232.80
21	Timber Gaurd Post	8.00	EACH	\$155.92	\$1,247.36
22	6' Conc. Sidewalk	1,463.29	LF	\$83.09	\$121,584.77
23	9.5' Concrete Sidewalks	1,443.76	LF	\$53.83	\$77,717.60
24	Signage and Striping	1.00	LS	\$12,704.56	\$12,704.56
25	9" Col & Stamp Jointed Conc Paving	375.00	SY	\$164.02	\$61,507.50
26	Ty II Curb Colored	188.00	LF	\$13.83	\$2,600.04
27	Ty II Curb Median	552.00	LF	\$19.20	\$10,598.40
28	Ty I Curb 4"	280.00	LF	\$16.77	\$4,695.60
29	Pedestrian Ramps	14.00	EACH	\$1,175.54	\$16,457.56
Sub-total =					\$954,240.41

Solms Landing Improvement Area 2

Future Costs Based on Bids & OPC

Item Number	Description	Quantity	UM	Unit Bid Price	Total Bid Price
Marie Place Street Improvements					
30	Mobilization	1.00	LS	\$35,000.00	\$ 35,000.00
31	Clearing And Grubbing	2.30	ACRE	\$1,500.00	\$ 3,450.00
32	Street Excavation	936.00	CY	\$11.96	\$ 11,194.56
33	Street Embankment	3,744.00	CY	\$2.67	\$ 9,996.48
34	9" Conc. Paving	4,190.00	SY	\$66.43	\$ 278,341.70
35	Moisture Condition Subgrade	4,190.00	SY	\$2.00	\$ 8,380.00
36	Concrete Curbs	1,825.00	LF	\$7.15	\$ 13,048.75
37	Header Curb	42.00	LF	\$27.91	\$ 1,172.22
38	Timber Gaurd Post	5.00	EA	\$155.92	\$ 779.60
39	6' Conc. Sidewalk	860.00	LF	\$53.83	\$ 46,293.80
40	9.5' Concrete Sidewalks	2,768.00	LF	\$83.09	\$ 229,993.12
41	Pedestrian Ramps	2.00	EA	\$1,175.54	\$ 2,351.08
42	Signage and Striping	1.00	LS	\$5,500.00	\$ 5,500.00
43	TPDES	1.00	LS	\$13,250.00	\$ 13,250.00
44	Contingency			15%	\$ 98,812.70
				Sub-total =	\$ 757,564.01

Total Street Improvements = \$1,711,804.41

Drainage Improvements

Drain "A"

45	Excavation	1,630.00	CY	\$7.86	\$12,811.80
46	Headwall	3.80	CY	\$2,396.25	\$9,105.75
47	5" Concrete Riprap	28.00	SY	\$152.45	\$4,268.60
48	12" HDPE	10.00	LF	\$133.24	\$1,332.40
49	18" HDPE	10.00	LF	\$4,047.54	\$40,475.40
				Sub-total =	\$67,993.95

Drain "B"

50	Excavation (Channel)	74.77	CY	\$6.30	\$471.05
51	10"-12" Rock Rubble 18" Depth	13.33	SY	\$44.47	\$592.79
52	8'x8' Junction Box	1.00	EACH	\$12,366.63	\$12,366.63
53	6'x6' Junction Box	3.00	EACH	\$7,589.98	\$22,769.94
54	Handrail	10.00	LF	\$57.75	\$577.50
55	4'x3' Box Culvert	723.38	LF	\$263.67	\$190,733.60
56	5x3 Box Culvert	598.06	LF	\$299.26	\$178,975.44
57	Conc. Headwall & Wingwall	6.00	CY	\$1,868.80	\$11,212.80
58	Conc Rip Rap	5.30	SY	\$212.30	\$1,125.19
				Sub-total =	\$418,824.94

Solms Landing Improvement Area 2

Future Costs Based on Bids & OPC

Item Number	Description	Quantity	UM	Unit Bid Price	Total Bid Price
Drain "C"					
59	10"-12" Rock Rubble 18" Depth	15.04	SY	\$44.47	\$668.83
60	3'x2' Box Culvert	17.27	LF	\$386.01	\$6,666.39
61	10' Curb Inlet	1.00	EACH	\$6,713.08	\$6,713.08
62	Concrete Headwall & Wingwall	4.90	CY	\$2,118.82	\$10,382.22
63	Excavation	266.00	CY	\$7.86	\$2,090.76
64	Conc Rip Rap	7.00	SY	\$191.40	\$1,339.80
				Sub-total =	\$27,861.08
Drain "D"					
65	Excavation (Channel)	179.00	CY	\$8.09	\$1,448.11
66	Conc. Headwall & Wingwall	4.90	EACH	\$2,118.82	\$10,382.22
67	Concrete Rip Rap	7.00	SY	\$191.40	\$1,339.80
68	Drain D Inlet Conc Apron	23.00	LF	\$47.77	\$1,098.71
				Sub-total =	\$14,268.84
Drain "E"					
69	Excavation (Channel)	321.00	CY	\$8.09	\$2,596.89
70	Conc. Headwall & Wingwall	11.30	EACH	\$1,693.20	\$19,133.16
71	Conc Rip Rap	53.00	SY	\$152.45	\$8,079.85
72	Sidewalk Drain Box	5.50	CY	\$2,112.82	\$11,620.51
73	Handrail	-	LF	\$0.00	\$0.00
74	6" Conc Rip Rap	7.00	SY	\$514.94	\$3,604.58
75	24" RCP	203.64	LF	\$68.52	\$13,953.41
				Sub-total =	\$58,988.40
Drain "F"					
76	Excavation	3,425.00	CY	\$7.86	\$26,920.50
77	Embankment	666.00	CY	\$5.73	\$3,816.18
78	Conc Rip Rap	97.00	SY	\$107.28	\$10,406.16
79	Hydroturf Z System	4,960.00	SY	\$89.72	\$445,011.20
				Sub-total =	\$486,154.04

Solms Landing Improvement Area 2

Future Costs Based on Bids & OPC

Item Number	Description	Quantity	UM	Unit Bid Price	Total Bid Price
Detention Basin "A"					
80	Excavation (Detention Pond)	6,162.00	CY	\$4.04	\$24,894.48
81	Embankment	680.00	CY	\$10.14	\$6,895.20
82	Clearing And Grubbing	2.83	ACRE	\$1,182.46	\$3,346.36
83	Gabion Mattress (4.5x3x12')	1,002.41	LF	\$177.86	\$178,288.64
84	Gabion Weir	1.00	LF	\$11,549.61	\$11,549.61
85	Conc. Pilot Channel	252.00	LF	\$81.40	\$20,512.80
				Sub-total =	\$245,487.09
Detention Basin "B"					
86	Next to IH35	1.00	CY	\$206,162.81	\$206,162.81
				Sub-total =	\$206,162.81
Marie Place Drainage Improvements					
87	3'x2' Box Culvert	836.00	LF	\$466.88	\$390,311.68
88	10' Curb Inlet	2.00	EA	\$7,975.65	\$15,951.30
89	5x5' Junction Box	2.00	EA	\$5,430.00	\$10,860.00
90	Contingency			15%	\$62,568.45
				Sub-total =	\$479,691.43
				Total Drainage Improvements =	\$2,005,432.58
Water Improvements					
Sophie Lane					
91	12" Water Tie-in	1.00	EACH	\$3,909.33	\$3,909.33
92	8" C-900 DR 18 Pipe	125.00	LF	\$32.02	\$4,002.50
93	12" C-900 DR18 Pipe	1,574.56	LF	\$33.43	\$52,637.54
94	24" Steel Casing- 12" Carrier Pipe	156.00	LF	\$140.70	\$21,949.20
95	Cast Iron Fittings	2.00	TON	\$11,059.46	\$22,118.92
96	8" Gate Valve	2.00	EACH	\$1,760.27	\$3,520.54
97	12" Gate Valve	6.00	EACH	\$2,589.17	\$15,535.02
98	Std. Fire Hydrant	5.00	EACH	\$4,487.31	\$22,436.55
99	2" Perm. Blowoff	3.00	EACH	\$2,740.66	\$8,221.98
100	2" Blow Off, Temporary	1.00	EACH	\$1,725.17	\$1,725.17
101	Joint Restraints	1.00	LS	\$7,086.65	\$7,086.65
102	Trench Protection	1,699.56	LF	\$1.15	\$1,954.49
103	Chlorinating Of Waterlines & Bacteriological Tests	1,699.56	LF	\$1.50	\$2,549.34
104	Fire Flow Tests	5.00	EACH	\$841.14	\$4,205.70
				Sub-total =	\$171,852.93

Solms Landing Improvement Area 2

Future Costs Based on Bids & OPC

Item Number	Description	Quantity	UM	Unit Bid Price	Total Bid Price
Marie Place					
105	12" Water Tie-in	1.00	EA	\$3,909.33	\$ 3,909.33
106	8" C-900 DR 18 Pipe	60.00	LF	\$33.85	\$ 2,031.00
107	12" C-900 DR18 Pipe	875.00	LF	\$36.51	\$ 31,946.25
108	8" Gate Valve	2.00	EA	\$1,760.27	\$ 3,520.54
109	12" Gate Valve	3.00	EA	\$2,589.17	\$ 7,767.51
110	Std. Fire Hydrant	2.00	EA	\$4,487.31	\$ 8,974.62
111	Fittings	0.30	TON	\$11,059.46	\$ 3,317.84
112	Trench Protection	935.00	LF	\$1.15	\$ 1,075.25
113	Testing	935.00	LF	\$1.50	\$ 1,402.50
114	Chlorinating Of Waterlines & Bacteriological Tests	935.00	LF	\$1.50	\$ 1,402.50
115	Joint Restraints	1.00	LS	\$3,740.00	\$ 3,740.00
116	Contingency			15%	\$ 10,363.10
Sub-total =					\$ 79,450.44

Total Water Improvements = \$251,303.37

Sanitary Sewer Improvements

Sophie Lane

117	8" SDR 26 (10'-12')	178.00	LF	\$25.38	\$4,517.64
118	10" SDR 26 (0'-6)	1,154.71	LF	\$27.12	\$31,315.74
119	10" SDR 26 (6'-8')	204.35	LF	\$28.53	\$5,830.11
120	10" SDR 26 (8'-10')	10.00	LF	\$84.13	\$841.30
121	10" SDR 26 (10'-12')	30.00	LF	\$58.30	\$1,749.00
122	Standard Manhole	6.00	EACH	\$4,136.51	\$24,819.06
123	Extra Depth Manhole	18.13	VF	\$446.51	\$8,095.23
124	Manhole Ring Encasement	6.00	EACH	\$2,328.05	\$13,968.30
125	Tie In To Ex. Sanitary Manhole	1.00	EACH	\$3,662.39	\$3,662.39
126	Trench Protection	1,537.06	LF	\$2.31	\$3,550.61
127	CCTV Sanitary Sewer Main	1,537.06	LF	\$2.88	\$4,426.73
Sub-total =					\$102,776.10

Marie Place

128	8" SDR 26 (10'-12')	60.00	LF	\$28.00	\$ 1,680.00
129	10" SDR 26 (0'-6)	890.00	LF	\$34.13	\$ 30,375.70
130	Standard Manhole	3.00	EA	\$4,136.51	\$ 12,409.53
131	Manhole Ring Encasement	3.00	EA	\$1,721.18	\$ 5,163.54
132	Extra Depth Manhole	8.00	VF	\$446.51	\$ 3,572.08
133	Trench Protection	950.00	LF	\$2.31	\$ 2,194.50
134	CCTV Sanitary Sewer Main	950.00	LF	\$2.88	\$ 2,736.00
135	Contingency			15%	\$8,719.70
Sub-total =					\$ 66,851.05

Total Sanitary Sewer Improvements = \$169,627.15

Solms Landing Improvement Area 2

Future Costs Based on Bids & OPC

Item Number	Description	Quantity	UM	Unit Bid Price	Total Bid Price
Miscellaneous Improvements					
136	Testing	1.00	LS	\$61,986.75	\$61,986.75
137	Landscaping & Hardscape	1.00	EACH	\$2,032,030.00	\$2,032,030.00
Total Miscellaneous Improvements =					<u>\$2,094,016.75</u>
Collector Phase 1A Total Improvements =					<u>\$6,595,323.68</u>

PID COST SUMMARY
 SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT
 Sep-21

DIVISION/COST TYPE SUMMARY								
DIVISION	IN-TRACT PUBLIC			PUBLIC BUT ALREADY DEDICATED	PRIVATE			TOTAL
	IMPROVEMENT AREA 1	IMPROVEMENT AREA 2	TOTAL		IMPROVEMENT AREA 1	IMPROVEMENT AREA 2	TOTAL	
SEDIMENTATION & EROSION CONTROL	\$ 34,580	\$ 13,717	\$ 48,297	\$ 13,461	\$ -	\$ -	\$ -	\$ 48,297
MASS GRADING	\$ 647,888	\$ 349,422	\$ 997,311	\$ 173,644	\$ -	\$ -	\$ -	\$ 997,311
STREET IMPROVEMENTS	\$ 2,456,729	\$ 1,711,804	\$ 4,168,534	\$ 617,294	\$ 1,250,000	\$ -	\$ 1,250,000	\$ 5,418,534
DRAINAGE & DETENTION	\$ 1,855,248	\$ 2,005,433	\$ 3,860,681	\$ 68,279	\$ -	\$ -	\$ -	\$ 3,860,681
WATER IMPROVEMENTS	\$ 476,899	\$ 251,303	\$ 728,202	\$ 162,250	\$ -	\$ -	\$ -	\$ 728,202
SANITARY SEWER IMPROVEMENTS	\$ 325,050	\$ 169,627	\$ 494,677	\$ 179,920	\$ -	\$ -	\$ -	\$ 494,677
MISC IMPROVEMENTS & TESTING	\$ 579,923	\$ 61,987	\$ 641,910	\$ -	\$ -	\$ -	\$ -	\$ 641,910
LANDSCAPING & HARDSCAPE	\$ 543,200	\$ 2,032,030	\$ 2,575,230	\$ -	\$ 385,000	\$ -	\$ 385,000	\$ 2,960,230
CITY DEDICATED ROW	\$ 556,122	\$ -	\$ 556,122	\$ -	\$ -	\$ -	\$ -	\$ 556,122
SUB-TOTAL	\$ 7,475,640	\$ 6,595,324	\$ 14,070,963	\$ 1,214,848	\$ 1,635,000	\$ -	\$ 1,635,000	\$ 15,705,963
SOFT COSTS (ENGINEERING, LAND PLANNING)	\$ 729,683	\$ 450,736	\$ 1,180,419	\$ 145,892	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 8,205,322	\$ 7,046,059	\$ 15,251,382	\$ 1,360,740	\$ 1,635,000.00	\$ -	\$ 1,635,000	\$ 16,886,382

DIVISION TOTAL SUMMARY- CITY OF NEW BRAUNFELS IMPROVEMENTS				
COST TYPE	IMPROVEMENT AREA 1	IMPROVEMENT AREA 2	TOTAL COST	PID FUNDED COST
IN-TRACT PUBLIC (Excluding Dedicated Improvements)	\$ 6,844,582	\$ 7,046,059	\$ 13,890,642	\$ 13,042,300
PRIVATE	\$ 1,635,000	\$ -	\$ 1,635,000	\$ -
PUBLIC BUT ALREADY DEDICATED	\$ 1,360,740	\$ -	\$ 1,360,740	\$ -
TOTAL	\$ 9,840,322	\$ 7,046,059	\$ 16,886,382	\$ 13,042,300

11/8/2021

Agenda Item No. D)

PRESENTER:

Jared Werner, Chief Financial Officer

SUBJECT:

Discuss and Consider approval of an Ordinance Authorizing The Issuance Of The "City Of New Braunfels, Texas Special Assessment Revenue Bonds, Series 2021 (Solms Landing Public Improvement District Improvement Area #1 Project)"; Approving And Authorizing An Indenture Of Trust, A Bond Purchase Agreement, An Offering Memorandum, A Continuing Disclosure Agreement, A Landowner Agreement And Other Agreements And Documents In Connection Therewith; Making Findings With Respect To The Issuance Of Such Bonds; And Providing An Effective Date

DEPARTMENT: Finance**COUNCIL DISTRICTS IMPACTED:** 5**BACKGROUND INFORMATION:**

The attached ordinance authorizes the issuance and sale of the City of New Braunfels, Texas Special Assessment Revenue Bonds, Series 2021 (Solms Landing Public Improvement District Improvement Area #1 Project).

As discussed in previous meetings, these bonds will be utilized to reimburse the developer for eligible improvements within the first phase of the Solms Landing development. The issuance will be for an amount not to exceed \$9.0 million and will be supported entirely paid by assessments levied on properties within the development.

PID bonds will never constitute an indebtedness or general obligation of the City but are special obligation of the City payable solely from the assessments on each property owner. Repayment of the bonds is contingent on owners of land within the PID to make annual installment payments to generate assessment revenue. Once again, the City has no legal or moral obligation to repay the bonds from any other source other than the pledged revenues.

Unlike traditional general obligation bonds, the City will not receive the proceeds of the PID Bond Issuance or receive interest income. The proceeds will instead be held by UMB Bank, per the attached Indenture of Trust. The City's PID administrator, P3Works will be responsible for coordinating with City, Trustee and developer to ensure that disbursements are administered in accordance with the various documents between the City and developer.

ISSUE:

N/A

FISCAL IMPACT:

As mentioned earlier, the assessments on the PID bonds will be supported entirely by the assessments levied on the properties within the Solms Landing development. The City will have no legal or moral responsibility to pledge any revenue against the bonds with the exceptions of the assessments.

RECOMMENDATION:

Staff recommends approval

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF NEW BRAUNFELS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AN OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT, A LANDOWNER AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of New Braunfels, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code (the "PID Act"), which was created as Solms Landing Public Improvement District, (the "District"), on January 14, 2019 by Resolution No. 2019-R09 approved by the City Council (the "City Council" or "Council") of the City of New Braunfels, Texas (the "City");

WHEREAS, the authorization creating the District became effective upon publication of its authorization on June 6, 2019 in the *New Braunfels Herald-Zeitung*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, the City Council amended the District pursuant to Resolution No. 2021-32 on April 12, 2021 for the sole purpose of increasing the cost of improvements in the District;

WHEREAS, the District is expected to be developed in phases beginning with an area designated as "Improvement Area #1" within the District ("Improvement Area #1"); and

WHEREAS, pursuant to the PID Act, on October __, 2021, the City Council published notice of the assessment hearing in the *New Braunfels Herald-Zeitung*, a newspaper of general circulation in the City, and held a public hearing on November 8, 2021, regarding the levy of special assessments within Improvement Area #1, and on November 8, 2021, the Council adopted Ordinance No. _____ (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the Council approved and accepted the initial Service and Assessment Plan (the "Service and Assessment Plan") relating to Improvement Area #1 and levied the Assessments (as defined in the Service and Assessment Plan) in Improvement Area #1 against the Improvement Area #1 Assessment Roll (as defined and described in the Service and Assessment Plan); and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of New Braunfels, Texas Special Assessment Revenue Bonds, Series 2021 (Solms Landing Public Improvement District Improvement Area #1 Project)" (the "Bonds"), such

Bonds to be payable from and secured by the Pledged Revenues, as defined in the Indenture (defined below) and other assets pledged under the Indenture to the payment of the Bonds; and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purpose of paying a portion of the Actual Costs of the Improvement Area #1 Projects (including (a) the pro rata portion of the Actual Costs of the Authorized Improvements allocable to Improvement Area #1, and (b) the District Formation and Bond Issuance Costs); and

WHEREAS, in connection with the issuance of the Bonds, the Improvement Area #1 Improvements are located within the District, and the City has determined that the Improvement Area #1 Improvements confer a special benefit on the District as provided in Section V.C. of the Service and Assessment Plan; and

WHEREAS, the Council has found and determined to approve (i) the issuance of the Bonds to finance the Improvement Area #1 Improvements, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) an Offering Memorandum (defined below), and (v) a Continuing Disclosure Agreement (defined below), (vi) a Landowner Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

Section 2. Approval of Issuance of Bonds and Indenture.

(a) The issuance of the Bonds in the principal amount of \$_____ for the purpose of paying a portion of the Actual Costs of the Improvement Area #1 Projects (including (a) the pro rata portion of the Actual Costs of the Authorized Improvements allocable to Improvement Area #1, and (b) the District Formation and Bond Issuance Costs).

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of November __, 2021, between the City and UMB Bank ,N.A., as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate (as defined in the Indenture) pledged to the Bonds, and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

Section 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Manager, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. The Mayor's signature on the Bond Purchase Agreement may be attested by the City Secretary.

Section 4. Landowner Agreement and Notice of Assessments. The Landowner Agreement and Notice of Assessments substantially in the form attached hereto as **Exhibit C** is hereby approved and incorporated herein as a part hereof for all purposes and the City Manager of the City is hereby authorized and directed to execute and deliver such Landowner Agreement and Notice of Assessments with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Manager, such approval to be evidenced by the execution thereof.

Section 5. Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum (the "Offering Memorandum") presented to and considered at the meeting at which this Ordinance is considered are hereby in all respects approved and adopted. The Offering Memorandum, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the Offering Memorandum. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Offering Memorandum pertaining to the Improvement Area #1 Improvements, the Developer (as defined in the Offering Memorandum) or its financial ability, any builders, any landowners, or the appraisal of the property in the District.

Section 6. Continuing Disclosure Agreement. The Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City and UMB Bank, N.A., as dissemination agent, is hereby authorized and approved in substantially final form attached hereto as **Exhibit D** and incorporated herein as a part hereof for all purposes and the City Manager of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Manager, such approval to be evidenced by the execution thereof.

Section 7. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

Section 8. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. Effective Date. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, and shall be effective immediately upon its passage and adoption.

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PASSED, APPROVED AND EFFECTIVE this November 8, 2021.

Mayor

ATTEST:

City Secretary

City Manager

(City Seal)

EXHIBIT A
INDENTURE OF TRUST

EXHIBIT B

BOND PURCHASE AGREEMENT

EXHIBIT C

LANDOWNER AGREEMENT AND NOTICE OF ASSESSMENTS

EXHIBIT D

CONTINUING DISCLOSURE AGREEMENT

INDENTURE OF TRUST

By and Between

CITY OF NEW BRAUNFELS, TEXAS

and

**UMB BANK, N.A.
as Trustee**

DATED AS OF _____, 2021

SECURING

\$_____

**CITY OF NEW BRAUNFELS, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

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EXHIBIT A DESCRIPTION OF THE PROPERTY WITHIN THE SOLMS LANDING PUBLIC
IMPROVEMENT DISTRICT

EXHIBIT B FORM OF PAYMENT REQUEST AND CERTIFICATION FOR PAYMENT

INDENTURE OF TRUST

THIS INDENTURE, dated as of _____, 2021, is by and between the CITY OF NEW BRAUNFELS, TEXAS (the "*City*"), and UMB Bank, N.A., as trustee (together with its successors, the "*Trustee*"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "*City Secretary*") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "*PID Act*"), requesting the creation of a public improvement district located within the corporate limits of the City to be known as Solms Landing Public Improvement District; and

WHEREAS, on January 14, 2019, the City Council (the "*City Council*") authorized the formation of the Solms Landing Public Improvement District (the "*District*" or "*PID*") pursuant to Resolution No. 2019-R09 (the "*Creation Resolution*") in accordance with the PID Act;

WHEREAS, the petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Comal Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on January 14, 2019, after due notice, the City Council held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on January 14, 2019, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2019-R09, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of Resolution No. 2019-R09, the City published notice of its authorization of the District on June 6, 2019 in the *New Braunfels Herald-Zeitung*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, the City Council amended the District pursuant to Resolution No. 2021-32 on April 12, 2021 for the sole purpose of increasing the cost of improvements in the District;

WHEREAS, on May 24, 2021, the City Council adopted a resolution approving the execution of the Reimbursement Agreement and on _____, 20__, the City Council adopted a resolution approving the execution of the Financing Agreement; and

WHEREAS, the City, pursuant to Section 372.016(b) of the PID Act, published notice on _____, 20__ of a public hearing in a newspaper of general circulation in the City to consider the proposed "*Improvement Area #1 Assessment Roll*" and the "*Service and Assessment Plan*" and the levy of the "*Improvement Area #1 Assessments*" in the amount of \$_____ on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #1 Assessment Roll and the Service and Assessment Plan and the levy of Improvement Area #1 Assessments on property in the District to the last known address of the owners of the property liable for the Improvement Area #1 Assessments; and

WHEREAS, the City Council convened the hearing on _____, 20__, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Improvement Area #1 Assessment Roll, and the Improvement Area #1 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #1 Assessments, the allocation of Actual Costs, the purposes of the Improvement Area #1 Assessments, the special benefits of the Improvement Area #1 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #1 Assessments; and

WHEREAS, at the public hearing referenced in the preceding paragraph, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Actual Costs, the Improvement Area #1 Assessment Roll, or the levy of the Improvement Area #1 Assessments; and

WHEREAS, the City Council closed the hearing and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, at a meeting held on _____, 20__ and _____, 20__, respectively, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance, which Assessment Ordinance approved the Improvement Area #1 Assessment Roll and levied the Improvement Area #1 Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Improvement Area #1 Assessments for the purpose of (i) paying the Actual Costs, (ii) funding a reserve fund for payment of principal and interest on the Bonds and (iii) for funding other funds as provided in Section 6.2; and

WHEREAS, the City Council now desires to issue its revenue bonds, in accordance with the PID Act, such bonds to be entitled "City of New Braunfels, Texas Special Assessment Revenue Bonds, Series 2021 (Solms Landing Public Improvement District Improvement Area #1 Project)" (the "*Bonds*"), such Bonds being payable solely from the Improvement Area #1 Assessments and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in this preamble; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds Similarly Secured by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "*Trust Estate*");

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, including all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds of the foregoing property and proceeds from the investment of the foregoing property;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

IN ADDITION, the Bonds Similarly Secured are special obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds Similarly Secured do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners of the Bonds Similarly Secured shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds Similarly Secured out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. **Definitions.**

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"*Account*", in the singular, means any of the accounts established pursuant to Section 6.1 of this Indenture, and "*Accounts*", in the plural, means, collectively, all of the accounts established pursuant to Section 6.1 of this Indenture.

"*Actual Cost(s)*" means, with respect to the Authorized Improvements, the Developer's demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvement as set forth in the Service and Assessment Plan. Actual Costs, if incurred in connection with Authorized Improvements, may include (a) the costs incurred by or on behalf of the Developer (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements, (b) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvements, (c) construction management fees, (d) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvements, and (f) all related permitting

and public approval expenses, architectural, engineering, and consulting fees, taxes and governmental fees and charges.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the additional 0.50% interest charged on the Improvement Area #1 Assessments as authorized by the PID Act.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9.

"Administrator" means initially P3Works, LLC, or thereafter an employee or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

"Annual Collection Costs" means the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of Bonds, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Improvement Area #1 Assessments and Annual Installments; (5) preparing and maintaining records with respect to Improvement Area #1 Assessment Rolls and Annual Service Plan Updates; (6) issuing, paying, and redeeming Bonds and Bonds similarly secured; (7) investing or depositing Improvement Area #1 Assessments and Annual Installments; (8) complying with this Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year (excluding interest paid from funds on deposit in the Capitalized Interest Account of the Bond Fund), assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Improvement Area #1 Assessments (including the principal of and interest on), as shown on the Improvement Area #1 Assessment Roll attached as Exhibit F to the Service and Assessment Plan and calculated as provided in Section VI of the Service and Assessment Plan, (ii) Annual Collection Costs, and (iii) the Additional Interest.

"*Annual Service Plan Update*" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"*Applicable Laws*" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"*Assessment Ordinance*" means Ordinance No. 2021-__ adopted by the City Council on _____, 2021 that levied the Improvement Area #1 Assessments.

"*Assessment Revenues*" means the revenues received by the City from the collection of Improvement Area #1 Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds, but excluding the portion of the Improvement Area #1 Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan.

"*Attorney General*" means the Attorney General of the State.

"*Authorized Denomination*" means \$100,000 and any integral multiple of \$1,000 in excess thereof. The City prohibits any Bond to be issued in a denomination of less than \$100,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$100,000, and, unless made pursuant to Section 4.5 herein, any attempt to accomplish either of the foregoing shall be void and of no effect.

"*Authorized Improvements*" means the Authorized Improvements authorized by the PID Act, including the public improvements and District Formation and Bond Issuance Costs as described in Section III of the Service and Assessment Plan.

"*Bond*" means any of the Bonds.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P. or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"*Bond Date*" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"*Bond Fund*" means the Fund established pursuant to Section 6.1 and administered pursuant to Section 6.4.

"*Bond Ordinance*" means Ordinance No. _____-__ adopted by the City Council on _____, 2021, authorizing the issuance of the Bonds pursuant to this Indenture.

"*Bond Year*" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"*Bonds*" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of New Braunfels, Texas, Special Assessment Revenue Bonds, Series 2021 (Solms Landing Public Improvement District Improvement Area #1 Project)."

"*Bonds Similarly Secured*" means, collectively, any Outstanding Bonds and Refunding Bonds.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday in the State observed as such by the City or the Trustee or any national holiday observed by the Trustee.

"*Certification for Payment*" means a certificate given pursuant to the Reimbursement Agreement executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the written approval of a City Representative, specifying the amount of work performed and the cost thereof, presented to the Trustee to request funding for Actual Costs from money on deposit in the Project Fund. The Form of Certification for Payment is attached hereto as Exhibit B.

"*City Certificate*" means a certificate signed by the City Representative and delivered to the Trustee.

"*City Representative*" means that official or agent of the City authorized by the City Council to undertake the action referenced herein as evidenced by a written incumbency certificate provided to the Trustee. Such certificate may designate alternates, each of whom shall be entitled to perform all duties of the City Representative.

"*Closing Date*" means the date of the initial delivery of and payment for the Bonds.

"*Code*" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"*Comptroller*" means the Comptroller of Public Accounts of the State.

"*Defeasance Securities*" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"*Delinquency & Prepayment Reserve Requirement*" means an amount equal to 5.5% of the principal amount of the then Outstanding Bonds Similarly Secured, which amount will be funded from Improvement Area #1 Assessments and Annual Installments deposited to the Pledged Revenue Fund for subsequent transfer to the Delinquency & Prepayment Reserve Account of the Reserve Fund, and any excess funds to be deposited to the Redemption Fund, in accordance with the terms of this Indenture.

"*Delinquent Collection Costs*" means, for a Parcel, interest, penalties and attorneys' fees that are authorized by the PID Act and by the Assessment Ordinance and that directly or indirectly relate to the collection of delinquent Improvement Area #1 Assessments, delinquent

Annual Installments, or any other delinquent payments due under the SAP, including costs and expenses related to the foreclosure of liens.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, initially Austin, Texas and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Developer" means Solms Landing Development, LLC, a Texas Limited Liability Company, and any successor thereto under the Financing Agreement.

"District Formation and Bond Issuance Costs" means the costs associated with forming the District and issuing the Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter's discount, cost of issuance, fees charged by the Texas Attorney General, 1st year Annual Collection Costs and any other cost or expense directly associated with the establishment of the District and/or the issuance of the Bonds.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

"Financing Agreement" means the Solms Landing Public Improvement District Financing Agreement between the City and the Developer, dated as of _____, 20__, as may be further amended and supplemented from time to time.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Improvement Area #1 Assessments, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund", in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and *"Funds"*, in the plural, means, collectively, all of the funds established pursuant to Section 6.1 of this Indenture.

"Future Bonds" means any Future Bonds issued pursuant to a separate indenture, subject to the conditions within Article V of the Financing Agreement, for a Future Improvement Area secured by Future Improvement Area Assessments levied on assessed parcels within the Future Improvement Area(s) to fund Authorized Improvements.

"Future Improvement Area(s)" means the remaining approximately 48.265 acres of land within the District (the District less Improvement Area #1) available to fund Authorized Improvements within the Future Improvement Area.

"Future Improvement Area Assessments" means the assessments levied on assessed parcels within the Future Improvement Area(s) to fund Authorized Improvements.

"Improvement Area #1" means the approximately 50.000 acres located within the District, as described in the Service and Assessment Plan.

"Improvement Area #1 Assessed Property" means property on which Improvement Area #1 Assessments have been levied as shown on the Improvement Area #1 Assessment Roll (as the same may be updated each year by an Annual Service Plan Update) and which includes any and all Parcels within Improvement Area #1 other than Non-Benefited Property as defined in the Service and Assessment Plan.

"Improvement Area #1 Assessment Roll" means the document attached as Exhibit F to the Service and Assessment Plan, showing the total amount of the Improvement Area #1 Assessments, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Improvement Area #1 Assessments" means the assessments levied against Improvement Area #1 Assessed Property in the PID, as provided for in the applicable Assessment Ordinance and in the Service and Assessment Plan, and any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

"Improvement Area #1 Projects" mean Improvement Area #1's allocable share of the Authorized Improvements plus the District Formation and Bond Issuance Costs.

"Indenture" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bonds" means the Initial Bonds authorized by Section 5.2 of this Indenture.

"Interest Payment Date" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing March 1, 2022.

"Investment Securities" means those authorized investments determined by the City and described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended,

which investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

"Outstanding" means, as of any particular date when used with reference to Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10, and (iv) Bond Similarly Secured alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Indenture.

"Owner" or *"Holder"* means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11. The term *"Owner"* or *"Holder"*, when used in connection with the Bonds Similarly Secured, shall also include the Person who is the registered owner of a Bond Similarly Secured under the terms of any indenture relating thereto.

"Parcel" or *"Parcels"* means a parcel or parcels within Improvement Area #1 identified by either a tax map identification number assigned by the Comal Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the real property records of Comal County or by any other means determined by the City.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or *"Persons"* means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"Pledged Funds" means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3.

"*Pledged Revenues*" means, collectively, the (i) Assessment Revenues, (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds or other Bonds Similarly Secured.

"*Prepayment*" means the payment of all or a portion of an Improvement Area #1 Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Improvement Area #1 Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Improvement Area #1.

"*Prepayment Costs*" means interest and expenses to the date of Prepayment, plus any additional expenses related to the Prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any Prepayment.

"*Project Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5.

"*Purchaser*" means the initial purchaser of the Bonds.

"*Quarter in Interest*" means as of any particular date of calculation, the Owners of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds Similarly Secured. In the event that two or more groups of Owners satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Owners with the greatest percentage of then Outstanding Bonds Similarly Secured (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

"*Rebatable Arbitrage*" means rebatable arbitrage as defined in Section 1.148-3 of the Treasury Regulations.

"*Rebate Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.8.

"*Record Date*" means the close of business on the 15th calendar day of the month next preceding an Interest Payment Date.

"*Redemption Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6.

"*Redemption Price*" means, when used with respect to any Bond or portion thereof, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond to the date fixed for redemption payable upon redemption thereof pursuant to this Indenture.

"*Refunding Bonds*" means bonds issued to refund all or any portion of the Outstanding Bonds and secured by a parity lien with the Outstanding Bonds on the Trust Estate, as more specifically described in the indenture authorizing such Refunding Bonds.

"*Register*" means the register specified in Article III of this Indenture.

"*Reimbursement Agreement*" means the Solms Landing Public Improvement District Reimbursement Agreement by and between the City and the Developer, effective as of _____, 20____, as may be further amended and supplemented from time to time.

"*Reimbursement Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.12 herein.

"*Reserve Account Requirement*" means the least of: (i) Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, and (iii) 10% of the proceeds of the Bonds Similarly Secured; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to Section 6.7(b); and provided further that as a result of (1) a mandatory sinking fund redemption pursuant to Section 4.2, (2) an optional redemption pursuant to Section 4.3 or (3) an extraordinary optional redemption pursuant to Section 4.4, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. As of the date of delivery of the Bonds, the Reserve Account Requirement is \$_____ which is an amount equal to Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance. The City Representative shall provide the Trustee with written confirmation of the Reserve Account Requirement and any modifications related thereto.

"*Reserve Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.7.

"*Service and Assessment Plan*" and "*SAP*" each mean the document, including the Improvement Area #1 Assessment Roll, which is attached as Exhibit A to the Assessment Ordinance, as amended and restated, as may be updated, amended and supplemented from time to time.

"*Sinking Fund Installment*" means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2.

"*Special Record Date*" means in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment that will be established by the Trustee, if and when funds for the payment of such interest have been received from the City.

"*State*" means the State of Texas.

"*Stated Maturity*" means the date the Bonds, or any portion of the Bonds, as applicable are scheduled to mature without regard to any redemption or prepayment.

"*Subaccount*" means any of the subaccounts established pursuant to Section 6.1 of this Indenture.

"*Supplemental Indenture*" means an indenture which has been duly executed by the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"*Treasury Regulations*" shall have the meaning assigned to such term in Section 7.5(c).

"*Trust Estate*" means the Trust Estate described in the granting clauses of this Indenture.

"*Trustee*" means UMB Bank, N.A., Austin, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

"*Value of Investment Securities*" means the amortized value of any Investment Securities, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a security purchased at a discount, by adding the product thus obtained to the purchase price. The Trustee retains the ability, and may rely upon the City's financial advisor to provide a determination as to the foregoing.

Section 1.2. **Findings.**

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

Section 1.3. **Table of Contents, Titles and Headings.**

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) 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.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) When used in Article XI of this Indenture in connection with the Bonds Similarly Secured, any reference to this Indenture, Article XI of this Indenture or any Section thereunder, and/or any events of default or remedies set forth therein, such terms and references shall be read and interpreted to include any indenture relating to any Bonds Similarly Secured, the related Article or Section in such indenture, and/or the events of default and remedies set forth therein.

(e) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

(a) The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

(b) The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, which is the date of the delivery of this Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Chapter 9,

Texas Business and Commerce Code, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful and/or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owner, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of paying a

portion of the Actual Costs of the Improvement Area #1 Projects (including (a) the pro rata portion of the Actual Costs of the Authorized Improvements allocable to Improvement Area #1, and (b) the District Formation and Bond Issuance Costs).

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated the date of the initial delivery thereof (the "*Bond Date*") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2022, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on _____ in the years and in the principal amounts and shall bear interest at the rates set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 5.2.

Section 3.3. Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (a) a certified copy of the Assessment Ordinance;
- (b) a certified copy of the Bond Ordinance;

- (c) a copy of the executed Financing Agreement and any amendments;
- (d) a copy of a Continuing Disclosure Agreement between the City and the dissemination agent thereunder and a Continuing Disclosure Agreement between the Developer, the Administrator and the dissemination agent thereunder;
- (e) a copy of this Indenture executed by the Trustee and the City;
- (f) an executed City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;
- (g) an executed Signature and No-Litigation Certificate;
- (h) executed opinions of Bond Counsel and the City Attorney; and
- (i) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

Section 3.4. Medium, Method and Place of Payment.

- (a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.
- (b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date or Special Record Date, as applicable.
- (c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.
- (d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.
- (e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or

authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the

manual or facsimile signatures of the Mayor and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and upon City order deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond is overdue, and none of the City, the Trustee or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated

Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds, the Trustee shall destroy such Bonds and deliver a certificate of such destruction to the City.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. **Replacement Bonds.**

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the City shall provide and the Trustee, pursuant to the Applicable Laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

(a) The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds maturing on _____ in the years 20__ and 20__ (collectively, "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the redemption price equal to the principal amount of the Term Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective sinking fund installments as set forth in the following schedule:

Term Bonds Maturing _____, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
_____, 20__	\$ _____
_____, 20__	_____

†Final Maturity

Term Bonds Maturing _____, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
_____, 20__	\$ _____
_____, 20__	_____

†Final Maturity

(b) At least thirty (30) days prior to each sinking fund redemption date, the Trustee shall select, in accordance with Section 4.5, a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installment amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The Bonds may be redeemed prior to their scheduled maturities on any date on or after _____, 20__, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

Section 4.4. Extraordinary Optional Redemption.

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any date, at a redemption price equal to the principal

amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(c)) or any other transfers to the Redemption Fund under the terms of this Indenture.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in increments of \$1,000 by lot, provided that no redemption shall cause the principal amount of any Bond to be less than the minimum Authorized Denomination for such Bond except as provided in the following sentence. Notwithstanding the foregoing, if any Bonds are to be partially redeemed and such redemption results in the redemption of a portion of a single Bond in an amount less than the Authorized Denomination in effect at the time, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination for such Bond.

(b) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) Upon notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default

under this Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the principal amount plus accrued unpaid interest on such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 5.2. Form of the Bonds.

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, COMAL COUNTY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
NO. _____

United States of America
State of Texas

REGISTERED
\$_____

CITY OF NEW BRAUNFELS, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2021
(SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	_____, 20__	_____, 20__	_____

The City of New Braunfels, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____ or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1, of each year, commencing March 1, 2022.

Capitalized terms appearing herein that are defined terms in the Indenture (defined below), have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Austin, Texas (the "*Designated Payment/Transfer Office*"), of UMB Bank, N.A., as trustee and paying agent/registrars (the "*Trustee*"), or, with respect to a successor trustee and paying agent/registrars, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the 15th day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated as of the Date of Delivery and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of _____, 20__ (the "*Indenture*"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of paying a portion of the Actual Costs of the Improvement Area #1 Projects (including (a) the pro rata portion of the Actual Costs of the Authorized Improvements allocable to Improvement Area #1, and (b) the District Formation and Bond Issuance Costs).

The Bonds are limited obligations of the City payable solely from the Trust Estate. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Subject to the restrictions contained in the Indenture, the City has reserved the right to issue Refunding Bonds payable from and secured by a lien on a pledge of the sources described above on a parity with this Bond.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in denominations of \$100,000 and any multiple of \$1,000 in excess thereof ("*Authorized Denominations*"). The City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than \$100,000, and any attempt to do so will be void and of no effect, except as may be the result of a partial redemption of a single Bond as provided in the Indenture.

[The Bonds maturing on _____ in the years 20__, and 20__ (collectively, "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part a redemption price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing _____, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
_____, 20__	\$ _____
_____, 20__	_____
_____, 20__	_____

†Final Maturity

Term Bonds Maturing _____, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
_____, 20__	\$ _____
_____, 20__	_____
_____, 20__	_____

†Final Maturity

At least thirty (30) days prior to each sinking fund redemption date, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Bonds of such maturity equal to the sinking fund installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.]

The principal amount of Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The Bonds may be redeemed prior to their scheduled maturities on any date on or after _____, _____, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any date, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice

shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Refunding Bonds and Future Bonds on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, COMAL COUNTY, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the

total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

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

City Secretary, City of New Braunfels, Texas

Mayor, City of New Braunfels, Texas

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

UMB Bank, N.A., as Trustee

DATED: _____

By: _____

Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name and address, including zip code, of Transferee.)

(Social Security or other identifying number: _____) the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) the Initial Bond shall be numbered T-1; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

	Principal	Interest
<u>Year</u>	<u>Amount</u>	<u>Rate</u>

Section 5.3. **CUSIP Registration.**

The City may secure identification numbers through CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The City prohibits any Bond to be issued in a denomination of less than \$100,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$100,000, and any attempt to accomplish either of the foregoing shall be void and of no effect, except as provided in Section 4.5 hereof. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. **Legal Opinion.**

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. **Establishment of Funds and Accounts.**

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;

- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund; and
- (vii) Administrative Fund.

(b) Creation of Accounts and Subaccounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

- (A) Capitalized Interest Account; and
- (B) Principal and Interest Account.

(ii) The following Account is hereby created and established under the Reserve Fund:

- (A) Reserve Account; and
- (B) Delinquency & Prepayment Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

Improvement Account; and

- (A) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

- (A) Bond Pledged Revenue Account.

(c) Each Fund, each Account and each Subaccount created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds Similarly Secured. Amounts on deposit in the Funds, Accounts and Subaccounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Capitalized Interest Account of the Bond Fund: \$_____;
- (ii) to the Reserve Account of the Reserve Fund \$_____ which is equal to the initial Reserve Account Requirement;
- (ii) to the Costs of Issuance Account of the Project Fund: \$_____;

to the Improvement Account of the Project Fund: \$_____;and

- (iv) to the Administrative Fund: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) Immediately upon receipt thereof, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Pledged Revenues, as set forth in the Service and Assessment Plan. Specifically, the Trustee shall deposit or cause to be deposited the foregoing amounts as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, (iii) third to pay other Actual Costs of the Improvement Area #1 Projects, and (iv) fourth to pay other costs permitted by the PID Act. Notwithstanding the foregoing, the Additional Interest of the Annual Installments shall only be utilized for the purposes set forth in Section 6.7(a-1) hereof and, on each _____, beginning _____, 20__, and on any other day set forth in a City Certificate, the amount of Additional Interest of the Annual Installments confirmed by the City pursuant to a City Certificate, will be deposited into the Delinquency & Prepayment Reserve Account and/or the Redemption Fund, as applicable.

(b) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account of the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph

(b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

(d) The Trustee shall transfer the amounts determined in writing by the City as Prepayments to the Redemption Fund promptly after deposit of such amounts into the Pledged Revenue Fund.

(e) Upon receipt of Foreclosure Proceeds, the Trustee shall transfer such amount of Foreclosure Proceeds determined in writing by the City, first to the Reserve Fund to restore any transfers from the Reserve Fund made to which the Foreclosure Proceeds relate, and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall, at the written request of the City, transfer any Pledged Revenues remaining in the Pledged Revenue Fund to the City, which monies may be used for Actual Costs of the Improvement Area #1 Projects and any other lawful purpose for which Improvement Area #1 Assessments may be used under the PID Act. The Trustee may rely upon any such request of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds Similarly Secured, less any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of all interest due on the Bonds on _____, 20__ and _____, 20__. Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Project Fund, or if the Project Fund has been closed as provided in Section 6.5(d), such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

(d) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to

the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from all other Accounts of the Project Fund to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certification for Payment. Each such City Certificate shall include a list of the payees and the payments (not to exceed) to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such written request and the Trustee may rely on such payment instructions though given by the City with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

(b-1) At the time of the closing of the Bonds, Developer shall, concurrently with the draw from the proceeds of the Bonds, submit a Closing Disbursement Request (as defined in the Financing Agreement) to the City and the Trustee in substantially the same form attached to the Financing Agreement as Exhibit "H" to be reimbursed for those Developer Expended Funds (as defined in the Financing Agreement) accrued to date not previously reimbursed to Developer. Prior to disbursement of proceeds of any Bonds for such Closing Disbursement Request, the City will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of the Bonds, Developer shall be reimbursed an amount equal to the applicable Developer Expended Funds and such amount shall be transferred to the Trustee for distribution to the Developer or the Developer's designee.

(c) Except as provided in Section 6.5(d) and (f), money on deposit in the Improvement Account shall be used solely to pay Actual Costs provided the Trustee shall have no responsibility for the application of any funds disbursed from the Improvement Account in reliance upon a Certification for Payment approved by the City.

(d) If the City Representative determines in his or her sole reasonable discretion that amounts then on deposit in the Improvement Account of the Project Fund are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #1 Projects such that, in the reasonable opinion of the City Representative, it is unlikely that the amounts in the Improvement Account of the Project Fund will ever be expended for the purposes of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Account of the Project Fund that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has

been provided in accordance with this Indenture. Upon such transfers, the Improvement Account of the Project Fund shall be closed.

(e) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(f) Upon the filing of a City Certificate stating that all of the Improvement Area #1 Projects have been completed and that all Actual Costs have been paid, or that any Actual Costs of the Improvement Area #1 Projects are not required to be paid from the Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfers, the Improvement Account of the Project Fund shall be closed.

(g) Upon the Trustee's receipt of a written determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account or Subaccount in the Project Fund and used to pay Actual Costs of the Improvement Area #1 Projects or to the Principal and Interest Account and used to pay interest on the Bonds, as directed in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds Similarly Secured to accumulate and, when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(a-1) Subject to 6.3(a) herein, the Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency & Prepayment Reserve Account on _____ of each year, commencing _____, and on any other day set forth in a City Certificate, an amount equal to the Additional Interest until the Delinquency & Prepayment Reserve Requirement has been accumulated in the Delinquency & Prepayment Reserve Account. At any time after the forgoing transfers, the amount on deposit in the Delinquency & Prepayment Reserve Account is less than Delinquency & Prepayment Reserve Requirement, the Trustee shall resume transferring such Additional Interest into the Delinquency & Prepayment Reserve Account on _____ of each year, and on any other day set forth in a City Certificate, until

the Delinquency & Prepayment Reserve Requirement has been met. Furthermore, once the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account, any amounts in excess of the Delinquency & Prepayment Reserve Requirement shall be transferred by the Trustee to the Redemption Fund to redeem Bonds Similarly Secured as provided in Article IV; provided, however, that at any time the amount on deposit in the Delinquency & Prepayment Reserve Account is less than Delinquency & Prepayment Reserve Requirement, the Trustee shall resume depositing such Additional Interest into the Delinquency & Prepayment Reserve Account until the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account. In determining the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on a City Certificate specifying the amounts to transfer.

(b) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) In the event of an extraordinary optional redemption of Bonds Similarly Secured pursuant to Section 4.4, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Delinquency & Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(d) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4, unless prior to the next Interest Payment Date, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured or (iii) to the Project Fund to pay Actual Costs of the Improvement Area #1 Projects if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(d-1) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Delinquency & Prepayment Reserve

Account exceeds the Delinquency & Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and the Trustee shall transfer such excess pursuant to Section 6.7(a-1) hereof.

(e) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency & Prepayment Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(f) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Delinquency & Prepayment Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(g) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(h) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date.

Section 6.8. Rebate Fund: Rebatable Arbitrage.

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section in the absence of instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. Administrative Fund.

(a) Immediately upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Improvement Area #1 Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs or may be withdrawn by the Trustee without further authorization for the payment of the fees, expenses, advances and indemnities owed to the Trustee in accordance with Section 9.6. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account, other than the Reserve Account, shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee in Investment Securities; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Account shall be invested in such Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Certificate shall be a certification that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold, in order to make the disbursements required or permitted by this Indenture, to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee shall invest and re-invest cash balances in money market mutual funds that are rated in either of the two highest categories by a rating agency, including funds for which the Trustee and/or its affiliates provide investment

advisory or other management services which are authorized and permitted investments under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time, until directed otherwise by the City Certificate.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities as determined and directed in writing by the City.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after an annual calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebtable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Certificate, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebtable Arbitrage owed by the City. The City Certificate shall specify the amount to be transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.12. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted,

shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Improvement Area #1 Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Improvement Area #1 Assessments against the property in the District from which the Assessment Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Improvement Area #1 Assessments.

(a) For so long as any Bonds Similarly Secured are Outstanding and amounts are due to the Developer under the Reimbursement Agreement to reimburse it for its funds it has contributed to pay Actual Costs of the Improvement Area #1 Projects, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissible under Applicable Laws to cause the Improvement Area #1 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Improvement Area #1 Assessments.

(b) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Improvement Area #1 Assessments or the corresponding property.

(d) The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds on deposit in the Administrative Fund.

Section 7.3. Against Encumbrances.

(a) The City shall not create and shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds or any Refunding Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds and Refunding Bonds, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture or under any indenture relating to any Future Bonds, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any Bonds Similarly Secured are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Improvement Area #1 Assessments. The Trustee and holder or holders of any Bonds Similarly Secured or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants Regarding Tax Exemption of Interest on Bonds.

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the

amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code;

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and,

(9) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code.

(b) In order to facilitate compliance with the above covenant (a)(8), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "*Treasury Regulations*"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Actual Costs Improvement Area #1 Projects on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Improvement Area #1 Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. Liability of City.

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds Similarly Secured, and no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds Similarly Secured or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds Similarly Secured or other obligations relating to the District, other than as specifically provided for in this Indenture.

(b) The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or event of default thereunder.

(c) In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

(d) No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (collectively, the "*Bond Documents*"), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Trust Estate) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other independent person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

(g) In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Acceptance of Trust; Trustee as Registrar and Paying Agent.

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this

Indenture to all of which the parties hereto and the respective Owners of the Bonds Similarly Secured agree.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction by the Owners against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making scheduled debt service payments prior to the occurrence of a default, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Administrative Fund to pay all fees, costs, and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder on amounts held within the Administrative Fund.

Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. The Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; or (v) any loss suffered in connection with any investment of funds.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence,

furnishing or use of the Project and shall not be responsible for any misconduct or negligence on the part of any agent, attorney, or receiver appointed or chosen with due care.

(d) The Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts.

(e) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of at least a Quarter in Interest of the Bonds Similarly Secured relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(f) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default unless the Trustee has actual knowledge thereof or shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of at least Quarter in Interest of the Bonds Similarly Secured at that time. The Trustee may assume conclusively that there is no Event of Default, except as noted above.

(g) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds Similarly Secured.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

(a) The Trustee may conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. Subject to Section 9.1 and 9.3, the Trustee may consult with counsel selected by the Trustee with due care, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action

taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative. the Trustee shall be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City Certificate shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, which, with respect to ordinary fees and expenses incurred prior to an Event of Default hereunder, shall be transferred pursuant to a City Certificate and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Certificate, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund prior to any Bonds Similarly Secured Outstanding. Following an Event of Default, the foregoing limitation on expenses shall not apply, however any such fees or expenses must be reasonable. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder. The right of the Trustee to fees, expense, and indemnification shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. **Permitted Acts.**

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Owner of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds Similarly Secured or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the holders of a Quarter in Interest of the Bonds Similarly Secured.

Section 9.8. **Resignation of Trustee.**

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 60 days' notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bonds Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. **Removal of Trustee.**

The Trustee may be removed at any time by (i) the Owners of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate principal amount of Bonds Similarly Secured then Outstanding.

Section 9.10. **Successor Trustee.**

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and

acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Owners of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds Similarly Secured.

(c) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Owners of the Bonds Similarly Secured.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon receipt of its outstanding charges, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any

deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee To File Continuation Statements.

The City will cause to be filed all appropriate financing statements. If necessary, the Trustee shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "*UCC*"), in order to continue perfection of the security interest and rights of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. Unless otherwise notified in writing by the City or an Owner, the Trustee may conclusively rely upon the initial financing statements in filing any continuation statements hereunder.

If applicable, but immediately upon its receipt thereof, the City, or an authorized third-party representative thereof, shall deliver to the Trustee file-stamped copies of each UCC initial financing statement recorded in the jurisdictions applicable thereto.

The Trustee's UCC filing requirements are limited to those responsibilities as set forth in this Section 9.13.

Section 9.14 Offering Documentation.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared or distributed with respect to the Bonds Similarly Secured and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds Similarly Secured.

Section 9.15 Expenditure of Funds and Risk.

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.16 Environmental Hazards.

The Trustee may inform any Owner of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the owners thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

Section 9.17. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of the Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 9.18. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds Similarly Secured.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds Similarly Secured, or with the written consent without a meeting, of the Owners of the Bonds Similarly Secured of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured at that time and City approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Owner of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Bonds Similarly Secured required for the amendment hereof. Any such amendment shall not modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds Similarly Secured, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by Applicable Laws, and only for anyone or more of the following purposes:

- (i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;
- (ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;
- (iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds Similarly Secured; and

(iv) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Notwithstanding anything to the contrary herein, no Supplemental Indenture entered into in accordance with Section 10.1(b) above shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment will not adversely affect the: (i) interests of the Owners in any material respect, or (ii) exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Owner of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Owner of the Bonds Similarly Secured giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds Similarly Secured and will be effective as provided

in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Procedure for Amendment Not Requiring Owner Consent.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Owner consent, shall be mailed by first class mail by the Trustee to each Owner of Bonds Similarly Secured, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Owners of all Bonds Similarly Secured as of the date of such execution and delivery.

Section 10.5. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Similarly Secured Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bonds Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the

Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.7. Amendatory Endorsement of Bonds Similarly Secured.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds Similarly Secured held by such Owner, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.8. Waiver of Default.

Subject to Section 10.1, with the written consent of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured at that time, the Owners may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.9. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Improvement Area #1 Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2;

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture other than a default under (i) above or (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Owners of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured then Outstanding; and

(iv) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Owners of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding hereunder and its receipt of indemnity satisfactory to it shall proceed, to protect and enforce the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited to recovery from the Trust Estate may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. The Trustee shall sell Trust Estate assets, according to the appraised value thereof, beginning with the asset of the highest value and continuing such sales in the order of next succeeding most valuable asset until satisfaction of debts pertaining to the outstanding Bonds Similarly Secured. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization,

necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

(d) If an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers, and accounts of the City pertaining thereto, and including the rights and the position of the City, and to hold, operate, and manage the same, and from time to time make all needed repairs and improvements, as well as set up proper reserve for the payment of all proper costs and expenses, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents, and counsel, (ii) any reasonable charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this of Indenture, and (iv) all expenses of such repairs and improvements. After payment in full of the foregoing, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has actual knowledge thereof or has been notified in writing as provided in Section 9.3(f), or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Owners of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Owners of Bonds Similarly Secured shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners of Bonds Similarly Secured, then and in every such case the City, the Trustee and the Owners of Bonds Similarly Secured shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article together with all amounts held by the Trustee hereunder as part of the Trust Estate shall, after payment of the cost, liabilities, advances and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within thirty (30) days of receipt of such good and available funds, the Trustee may fix a record date and a payment date for any payment to be made to Owners of Bonds Similarly Secured pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

The Trustee may, with the prior written consent of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured at that time, waive an Event of Default occurring hereunder. No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds Similarly Secured.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of any Bond Similarly Secured shall bind all future Owners of the same Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds Similarly Secured.

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for any purpose. The City shall promptly deliver any such Bonds Similarly Secured to the Trustee for cancellation.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of a Quarter in Interest of the Bonds Similarly Secured shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Pledged Revenues.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Improvement Area #1 Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Other Obligations or Other Liens; Refunding Bonds; Future Bonds.

(a) The City reserves the right to issue obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Trust Estate.

(b) Other than Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this

Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of counsel to the Trustee, the same would endanger the security for the Bonds Similarly Secured.

(c) Notwithstanding any contrary provision of this Indenture, the City shall not issue additional bonds, notes or other obligations under this Indenture, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State.

(d) The City reserves the right to issue Future Bonds for any purpose permitted by the PID Act, pursuant to a separate indenture, for any Future Improvement Areas subject to the conditions of the Financing Agreement.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured that are secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants,

agreements, and other obligations of the City to the Owners of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder as directed in writing by the City.

Section 14.3. Bonds Similarly Secured Deemed Paid.

(a) Any Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Trust Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Owners of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

(a) Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

(b) Except as otherwise expressly provided herein, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

(d) Any request, declaration or other instrument or writing of the Owner of any Bond Similarly Secured shall bind all future Owners of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. No Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City

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

If to the Trustee
Or the Paying Agent/Registrar

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 370
Austin, Texas 78730
Attn: V.P. Relationship Mgr.
Telephone: (512) 579-1401

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Owner of a Bond Similarly Secured notice of (1) any substitution of the Trustee; or (2) the redemption or defeasance of all Outstanding Bonds Similarly Secured.

Section 15.6. **Partial Invalidity.**

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that anyone or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. **Applicable Laws.**

This Indenture shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State.

Section 15.8. **Payment on Business Day.**

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. **Counterparts.**

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. **No Boycott Representations.**

(a) The Trustee represents and warrants, for purposes of Chapter 2271 of the Texas Government Code, that at the time of execution and delivery of this Indenture, neither the Trustee, nor any parent company, wholly- or majority-owned subsidiaries nor affiliates of the same, if any, boycotts Israel or will boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2271.002, 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 Trustee understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

(b) The Trustee represents that, neither the Trustee, 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 Trustee 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 Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

(c) Pursuant to Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Indenture against a firearm entity or firearm trade association.

(d) The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" (A) means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. The Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common

control with the Trustee within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

(e) Pursuant to Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies through the term of this Indenture. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

Section 15.11. Electronic Storage.

The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF NEW BRAUNFELS, TEXAS

By: _____
Mayor

Attest:

City Secretary

(CITY SEAL)

City Signature Page to Indenture of Trust

UMB BANK, N.A.,
as Trustee

By: _____
Authorized Officer

Trustee Signature Page to Indenture of Trust

EXHIBIT A

**DESCRIPTION OF THE PROPERTY WITHIN
THE SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT**

EXHIBIT B

FORM OF PAYMENT REQUEST AND CERTIFICATION FOR PAYMENT

Form of Payment Request
(Design – Solms Landing PID)

_____ (“**Construction Manager**”) hereby requests payment for the percentage of design costs completed (the “**Design Costs**”) described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the Solms Landing Public Improvement District Financing Agreement between Solms Landing Development, LLC, a Texas limited liability company, and the City of New Braunfels (the “**City**”), dated as of _____, 20__ (as may be amended from time to time, the “**Finance Agreement**”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The design work described in Attachment A has been completed in the percentages stated therein.
3. The true and correct Design Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
4. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed design work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.
5. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Design Costs for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____

[Construction Manager Signature Block to be
added]

APPROVAL BY THE CITY

The Design described in Attachment A has been reviewed, verified and approved by the City Construction Representative. Payment of the Design Costs are hereby approved.

Date: _____

CITY OF NEW BRAUNFELS, TEXAS

By: _____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (DESIGN)

<u>Description of Design Work</u>	<u>Percentage of Design Work Completed under this Certification for Payment</u>	<u>Design Costs</u>	<u>Total Percentage of Design Work Completed</u>
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ATTACHMENT B TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – bills paid affidavit]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – receipts]

FORM OF CERTIFICATION FOR PAYMENT
(Construction – Solms Landing PID)

_____ (“**Construction Manager**”) hereby requests payment of the Actual Cost of the work described in Attachment A attached hereto (the “**Draw Actual Costs**”). Capitalized undefined terms shall have the meanings ascribed thereto in the Solms Landing Public Improvement District Financing Agreement between Solms Landing Development, LLC and the City of New Braunfels, Texas (the “**City**”), dated as of _____, 20__ (as may be amended from time to time, the “**Finance Agreement**”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
3. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.
4. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs of each Segment for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____

[Construction Manager Signature Block to
Be inserted]

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

Project Engineer

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A has been reviewed, verified and approved by the City Construction Representative of the City. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: _____

CITY OF NEW BRAUNFELS, TEXAS

By: _____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Draw Actual Costs</u>
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ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[bills paid affidavit – attached]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[receipts – attached]

\$[8,980,000]
CITY OF NEW BRAUNFELS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

BOND PURCHASE AGREEMENT

[SALE DATE]

City of New Braunfels, Texas
550 Landa St.
New Braunfels, Texas 78130

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of New Braunfels, Texas (the “City”), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein), between the City and UMB Bank, N.A., as trustee (the “Trustee”), authorizing the issuance of the Bonds (defined herein), and the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$[8,980,000] aggregate principal amount of the “City of New Braunfels, Texas, Special Assessment Revenue Bonds, Series 2021 (Solms Landing Public Improvement District Improvement Area #1 Project)” (the “Bonds”), at a purchase price of \$[_] ([representing the aggregate principal amount of the Bonds], less an Underwriter’s discount of \$[_]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a “municipal advisor” (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s length commercial transaction between the City and the Underwriter, (ii) in

connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (“MSRB”), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Authorized Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated, have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on [CLOSING DATE] (or such other date as may be agreed to by the City and the Underwriter) (the “Closing Date”).

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the “City Council”) on [SALE DATE] (the “Bond Ordinance”) and shall be issued pursuant to the provisions of the Public Improvement District Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust, between the City and the Trustee, authorizing the issuance of the Bonds (the “Indenture”). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the proceeds of special assessments (the “Improvement Area #1 Assessments”) levied on the assessable parcels (the “Improvement Area #1 Assessed Property”) within Improvement Area #1 of the Solms Landing Public Improvement District (the “District”). The District was established by a resolution enacted by the City Council in accordance with the Act (the “Creation Resolution”). The Improvement Area #1 Assessments were levied in accordance with a service and assessment plan, adopted by the City Council on [SALE DATE] (the “Service and Assessment Plan”), pursuant to Ordinance No. [] (the “Assessment Ordinance” and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the “Authorizing Documents”). The Bonds shall be further secured by certain funds and accounts created pursuant to the Indenture.

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes described in the Limited Offering Memorandum under “PLAN OF FINANCE — The Bonds” and shall be generally applied as described under “SOURCES AND USES OF FUNDS.”

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) business day prior to Closing (as defined herein), the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (defined below), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before the third (3rd) business day prior to Closing an “issue price” or similar certificate (the “Issue Price Certificate”), together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor (as defined herein) and any notice or report to be provided to the City may be provided to the Financial Advisor or to Bond Counsel.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. The City will treat the first price at which 10% of each maturity of the Bonds is sold to the public as of the sale date as the issue price of that maturity (the “10% test”). At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule A to the Issue Price Certificate the first price at which the Underwriter has sold to the public each maturity of Bonds, and shall identify to the City on Schedule A to the Issue Price Certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or

- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

d. The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) “public” means any person other than an underwriter or a related party to an underwriter,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public

(including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [PLOM DATE] (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Limited Offering Memorandum.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the

Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with

respect to the following information (collectively, the “Non-City Disclosures”) (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps of the District therein or under the captions and subcaptions “PLAN OF FINANCE” (except for the information under the subcaption “— The Bonds”), “BOOK-ENTRY ONLY SYSTEM,” “THE IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “THE PID ADMINISTRATOR,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “INFORMATION RELATING TO THE TRUSTEE,” “APPENDIX E-2” and “APPENDIX F.” If such notification shall be subsequent to the Closing, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access (“EMMA”) system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the hereinafter defined Securities Act) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the “State”), and has, and at the Closing Date will have, full legal right, power and authority:

- (i) to enter into and perform its duties and obligations under:
 - (1) this Agreement;

- (2) the Indenture;
 - (3) the Solms Landing Public Improvement District Financing Agreement, by and between the City and Solms Landing Development, LLC, a Texas limited liability company (the “Developer”);
 - (4) *Reserved*;
 - (5) the Landowner Agreement, by and among the City, the Developer and the Consenting Parties (as defined in the Financing Agreement); and
 - (6) the Continuing Disclosure Agreement of Issuer with respect to the Bonds (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC, as PID Administrator, and UMB Bank, N.A., as dissemination agent.
- (ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and
- (iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Financing Agreement, (4) *Reserved*, (5) the Continuing Disclosure Agreement of Issuer, (6) the Limited Offering Memorandum, (7) the Landowner Agreement, and (8) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (8) being referred to collectively herein as the “City Documents”).

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the

Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Improvement Area #1 Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Improvement Area #1 Assessments. The Improvement Area #1 Assessments constituting security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Improvement Area #1 Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Improvement Area #1 Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Improvement Area #1 Assessments which secure the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto

during the period up to and including the twenty-fifth (25th) day subsequent to the “end of the underwriting period,” the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the “end of the underwriting period,” the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect

so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

r. Financial Advisor. The City has engaged SAMCO Capital Markets, Inc. as its financial advisor (the “Financial Advisor”) in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer Letter of Representations (the “Developer Letter of Representations”) in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set forth in Section 10(e) hereof.

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to McCall, Parkhurst & Horton L.L.P. (“Bond Counsel”), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” The Bonds will be made available to the Underwriter for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter’s Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter

of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel (as defined herein), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Metcalfe, Wolff, Stuart & Williams, LLP ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Financing Agreement, the Landowner Agreement and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of [INDENTURE DATE], executed and delivered by the Developer, P3Works, LLC, as PID Administrator, and UMB Bank, N.A., as dissemination agent (the "Continuing Disclosure Agreement of Developer" and, together with the Developer Letter of Representations, the Financing Agreement, and the Landowner Agreement, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Authorized Improvements and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Improvement Area #1 Assessments when due.

d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability

therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture need to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(4) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner contemplated by the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or contemplated by the Preliminary Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Improvement Area #1 Assessments to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 (the "Securities Exchange Act") and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited

Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b), to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing therein under the captions and subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "LEGAL MATTERS — Legal Opinions," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX B and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, the Service and Assessment Plan and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance, the Service and Assessment Plan and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Financing Agreement, the Continuing Disclosure Agreement of Issuer, the Landowner Agreement and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms,

except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion(s) of Developer's Counsel. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date, which shall be addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee. Such opinion shall be in substantially such form unless the City and the Underwriter mutually agree upon changes thereto.

e. Developer Certificate. The certificate of the Developer dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Certificate. A certificate of the City, dated the Closing Date, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Improvement Area #1 Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form

and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms;

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to Closing, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter and Underwriter's Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act, as amended;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, McCall, Parkhurst & Horton L.L.P., as bond counsel, SAMCO Capital Markets, Inc., as financial advisor, the public improvement district administrator, the Developer, and its engineers and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which did not extend beyond the date of the Limited Offering Memorandum), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the

course of such counsel's representation of the Underwriter on this matter, (a) as of the date of the Preliminary Limited Offering Memorandum and as of [SALE DATE], no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (b) as of the date of the Limited Offering Memorandum and as of the date hereof, no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion about (i) with respect to the Preliminary Limited Offering Memorandum, any difference in information contained therein compared to what is contained in the Limited Offering Memorandum, whether or not related to pricing or sale of the Bonds, and whether any such difference is material and should have been included in the Preliminary Limited Offering Memorandum, and (ii) with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices (other than with respect to the Continuing Disclosure Agreement of Issuer), or any information about book-entry, DTC, tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission for an undertaking for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in Improvement Area #1 of the District.

q. Letter of Representation of PID Administrator. Letter of Representation of PID Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Creation Resolution, Assessment Ordinance and Landowner Agreement. Evidence that (i) the Creation Resolution, including legal description of the District by metes and bounds, (ii) the Assessment Ordinance, including the legal description of the property within Improvement Area #1, the assessment rolls and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed and (iii) the Landowner Agreement, including any appendices thereto, have been filed of record in the real property records of Comal County, Texas.

s. Lender Consent Certificate. Lender Consent Certificate of Stallion Texas Real Estate Fund, LLC and each other holder, if any, of a lien on all or any portion of the Improvement Area #1 Assessed Property in recordable form, acknowledging the creation of the District and consenting to and acknowledging the adoption of the Assessment

Ordinance, the levy of the Improvement Area #1 Assessments, and the subordination of its lien to the lien created by the Improvement Area #1 Assessments, in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

t. Rule 15c2-12 Certification. A resolution, an ordinance or certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds, which certification, if made in the form of a certificate, may be included in the City Certificate required by Section 10(f) hereof.

u. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City and the Developer have engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

v. BLOR. An updated copy of the Blanket Letter of Representation to DTC relating to the Bonds and signed by the City.

w. General Certificate of Developer. The General Certificate of Developer in form and substance acceptable to the Underwriter and Underwriter's Counsel.

x. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion and the opinion of Bond Counsel described in Section 10(a) hereof.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers

and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the PID Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in Section 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation ("Texas MAC") whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of New Braunfels, Texas, 550 Landa St., New Braunfels, Texas 78130, Attention: Mr. Jared Werner, Chief Financial Officer.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Mr. R.R. "Tripp" Davenport, III, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Section 16 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott Israel,” a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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.

23. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or Texas law and excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

24. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

25. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions,

a. “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade

association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

b. "firearm entity," a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

c. "firearm trade association," a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

26. Affiliate. As used in Sections 22 through 25, the Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

27. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract

identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

28. Effective Date and Term. This Agreement is to be effective on the date first written above and shall terminate at the end of the underwriting period (as defined in Section 5(d) hereof) unless terminated earlier pursuant to the terms hereof.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Accepted at _____ a.m./p.m. central time on the
date first stated above.

City of New Braunfels, Texas

By: _____
Mayor

SCHEDULE I

\$[8,980,000]

CITY OF NEW BRAUNFELS, TEXAS

(a municipal corporation of the State of Texas located in Comal and Guadalupe Counties)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021

(SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT

IMPROVEMENT AREA #1 PROJECT)

Dated Date: [BOND DATE]

Interest Accrues From: Date of Delivery

\$[] []% Term Bonds, Due September 1, [], Priced to Yield []%^{(a)(c)(d)}

\$[] []% Term Bonds, Due September 1, [], Priced to Yield []%^{(a)(b)(c)(d)}

- (a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.
- (b) The Bonds maturing on or after September 1, [] may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 1, [], such redemption date or dates to be fixed by the City, at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed of redemption.
- (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedules.

\$[] Bonds Maturing September 1, []

Mandatory Sinking Fund	Sinking Fund
<u>Redemption Date</u>	<u>Installment</u>
September 1, []	\$[]
September 1, []	[]
September 1, []	[]
September 1, []†	[]

† Stated Maturity

\$[] Bonds Maturing September 1, []

Mandatory Sinking Fund	Sinking Fund
<u>Redemption Date</u>	<u>Installment</u>
September 1, []	\$[]
September 1, []	[]
September 1, []	[]
September 1, []†	[]

† Stated Maturity

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

**CITY OF NEW BRAUNFELS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

DEVELOPER LETTER OF REPRESENTATIONS

[SALE DATE]

City of New Braunfels, Texas
550 Landa St.
New Braunfels, Texas 78130

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of New Braunfels, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the captioned bonds (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, Solms Landing Development, LLC, a Texas limited liability company (the “Developer”), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the

same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions “PLAN OF FINANCE” (except for the information under the subcaption “— The Bonds”), “THE IMPROVEMENTS,” “THE DEVELOPMENT” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” and “APPENDIX E-2” (collectively, the “Developer Disclosures”) in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

- a. this Developer Letter of Representations;
- b. the Solms Landing Public Improvement District Financing Agreement, effective as of October 11, 2021, by and between the Developer (the “Financing Agreement”);
- c. *Reserved*;
- d. the Landowner Agreement, effective as of October 11, 2021, by and among the City, the Developer and the Consenting Parties (as defined in the Financing Agreement); and
- e. the Continuing Disclosure Agreement of Developer with respect to the Bonds, effective [INDENTURE DATE], executed and delivered by the Developer, P3Works, LLC, as PID Administrator, and UMB Bank, N.A., as Dissemination Agent.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which the

Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Authorized Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such “Event of Default” or “event of default,” by the Developer has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of

the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page follows.]

Solms Landing Development, LLC, a Texas limited liability company

By: _____

APPENDIX B

[\$8,980,000]

**CITY OF NEW BRAUNFELS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSBonds, Inc., (“Purchaser”), with respect to the captioned obligations (“Bonds”) issued by the City of New Braunfels, Texas (“Issuer”), hereby certifies, based on its records and information, as follows:

(a) [Other than the Bonds maturing in _____ (“Hold-the-Price Maturities”), the][The first price at which at least ten percent (“Substantial Amount”) of the principal amount of each maturity of the Bonds having the same credit and payment terms (a “Maturity”) was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the “Public”) is set forth in the final Limited Offering Memorandum relating to the Bonds.

(Add (b) and (c) only if there are Hold-the-Price maturities)

(b) On or before the first day on which the Bond Purchase Agreement is entered into (the “Sale Date”), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the “Initial Offering Prices”), as listed in the final Limited Offering Memorandum relating to the Bonds.

(c) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Maturity until a date that is the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Remainder of this page intentionally left blank.]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____, 2021.

FMSbonds, Inc.,
as Underwriter

By: _____

Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

APPENDIX C

[LETTERHEAD OF CITY]

[CLOSING DATE]

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

City of New Braunfels, Texas
550 Landa St.
New Braunfels, Texas 78130

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave., Suite 2150
Austin, TX 78701

CITY OF NEW BRAUNFELS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

Ladies and Gentlemen:

I am the Attorney for the City of New Braunfels, Texas (the “City”), and am rendering this opinion in connection with the issuance and sale of “City of New Braunfels, Texas, Special Assessment Revenue Bonds, Series 2021 (Solms Landing Public Improvement District Improvement Area #1 Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. [] and enacted by the City Council of the City (the “City Council”) on [SALE DATE] (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Indenture of Trust dated as of [INDENTURE DATE] (the “Indenture”) by and between the City and UMB Bank, N.A., as trustee (the “Trustee”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein. In connection with rendering this opinion, I have reviewed the:

(a) The resolution enacted by the City Council creating the District in accordance with the Act (the “Creation Resolution”);

(b) Ordinance No. [] accepted and approved by City Council on [SALE DATE], and the Service and Assessment Plan attached as an exhibit thereto (the “Assessment Ordinance”), as such Service and Assessment Plan was updated by the Bond Ordinance;

(c) The Bond Ordinance;

(d) The Indenture;

(e) The Solms Landing Public Improvement District Financing Agreement, effective as of October 11, 2021 (the “Financing Agreement”), by and between the City and Solms Landing Development, LLC, a Texas limited liability company (the “Developer”);

(f) *Reserved*;

(g) The Landowner Agreement, effective as of October 11, 2021, by and among the City, the Developer and the Consenting Parties (as defined in the Financing Agreement); and

(h) The Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of [INDENTURE DATE], executed and delivered by the City, P3Works, LLC, as PID Administrator, and UMB Bank, N.A., as dissemination agent.

The Creation Resolution, the Assessment Ordinance and the Bond Ordinance shall herein after be referred to as the “Authorizing Documents” and the remaining documents shall herein after be collectively referred to as the “City Documents.”

In all such examinations, I have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, I have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, I am of the opinion that:

1. The City is a Texas political subdivision and home rule municipal corporation and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or, to the best of our knowledge, threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Improvement Area #1 Assessments in the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City’s performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized, executed and delivered the Preliminary Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, the statements and information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum with respect to the City under the captions and subcaptions “ASSESSMENT PROCEDURES — Assessment Methodology” and “— Assessment Amounts,” “THE CITY,” “THE DISTRICT,” “LEGAL MATTERS — Litigation – The City” and “APPENDIX A” is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

APPENDIX D

[LETTERHEAD OF DEVELOPER'S COUNSEL]

_____, 2021

City of New Braunfels, Texas
550 Landa Street
New Braunfels, Texas 78131

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701

\$8,980,000
CITY OF NEW BRAUNFELS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
PROJECT)

Ladies and Gentlemen:

We have acted as special counsel to Solms Landing Development, LLC, a Texas limited liability company (the "*Developer*") in connection with the issuance and sale by the City of New Braunfels, Texas (the "*Issuer*"), of \$8,890,000.00 City of New Braunfels, Texas Special Assessment Revenue Bonds, Series 2021 (Solms Landing Public Improvement District Improvement Area #1 Project) (the "*Bonds*"), pursuant to the Indenture of Trust dated as of _____, 2021 (the "*Indenture*"), by and between the Issuer and UMB Bank, N.A. as trustee (the "*Trustee*"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Solms Landing" (the "*Development*") located in the City of New Braunfels, Texas.

The Bonds are being sold to FMSbonds, Inc. (the "*Underwriter*"), pursuant to that certain Bond Purchase Agreement dated _____, 2021 (the "*Bond Purchase Agreement*"), between the Issuer and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the “*Material Documents*”):

(1) The “Solms Landing Public Improvement District (a/k/a Solms Landing) Financing Agreement,” effective as of _____, 2021 (the “*Financing Agreement*”) executed and delivered by the City and the Developer;

(2) Continuing Disclosure Agreement of the Developer, dated as of _____, 2021; by and between Developer, P3Works, LLC, as PID Administrator, and UMB Bank, N.A, as dissemination agent;

(3) The “Solms Landing Public Improvement District Reimbursement Agreement (Improvement Area #1 and Improvement Area #2)” effective as of May 24, 2021 (the “*Reimbursement Agreement*”), executed and delivered by the City and the Developer;

(4) the “Solms Landing Public Improvement District Improvement Area #1 Landowner Agreement and Notice of Assessments,” dated as of _____, 2021 (the “*Landowner Agreement*”), executed and delivered by the City, the Developer, The Jerome W. Timmerman Family Trust (“*Timmerman*”), and Chupik Solms Landing, LLC (“*Chupik*”);

(5) The Bond Purchase Agreement; and

(6) The Developer Letter of Representations dated _____, 2021.

(b) The Closing Certificate of Developer, dated as of the date hereof (the “*Closing Certificate of Developer*”);

(c) The General Certificate of Developer, dated as of the date hereof (the “*General Certificate*”);

The Preliminary Limited Offering Memorandum, dated _____, 2021 relating to the issuance of the Bonds (the “*Preliminary Limited Offering Memorandum*”);

(d) The final Limited Offering Memorandum, dated _____, 2021, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the “*Limited Offering Memorandum*”); and

(e) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In basing the opinions and other matters set forth herein on “our knowledge,” the words “our knowledge” signify that, in the course of our representation of the Developer, the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports, and information on which we have relied are not accurate and

complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer): (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto (other than the Developer), (ii) that all of the parties (other than the Developer) to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) that each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party (other than the Developer) of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts, or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the Issuer nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Developer is (i) a limited liability company, (ii) qualified to do business in the State of Texas and (iii) in good standing under the laws of the State of Texas.
2. The Developer has the full legal right, power, and authority to execute, deliver, and perform its obligations, as applicable, under each of the Material Documents to which it is a party and has taken all necessary actions to authorize the execution, distribution, and delivery by the Developer of such Material Documents and the performance by the Developer of such obligations.
3. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Closing Certificate of Developer or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party; or (iii) constitute a violation of its limited partnership agreement or certificate of formation.
4. No governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to (a) the execution and delivery by the Developer of the Material Documents to which it is a party, or (b) the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).
5. The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitutes the legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, (ii) the

effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part.

6. There are no actions, suits, or proceedings pending or, to our knowledge after reasonable inquiry, threatened against the Developer identified in the Closing Certificate of Developer, the General Certificate of the Developer, or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the validity or enforceability against it of such Documents or the transactions contemplated thereby; (iv) the titles of its officers executing the Material Documents; (v) the execution and delivery of the Material Documents on behalf of the Developer; or (vi) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vii) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

7. To our knowledge, no taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Texas by the Developer on account of its execution or delivery of any of the Material Documents or the creation of the indebtedness evidenced or secured by any of the Material Documents or the recording or filing of any of the Material Documents, except for normal filing or recording fees.

8. To our knowledge, the execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, trust agreement, bond note, resolution, agreement, or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Closing Certificate of Developer or the General Certificate of Developer, which violation, breach or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law, or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

9. The information set forth in the Limited Offering Memorandum under the captions "PLAN OF FINANCE" (except for the information under the subcaption "—

The Bonds”), “LIMITATIONS APPLICABLE TO PROSPECTIVE PURCHASERS,” “BOOK-ENTRY ONLY SYSTEM,” “THE IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” and “CONTINUING DISCLOSURE — The Developer” and “The Developer’s Compliance with Prior Undertakings”, insofar as such statements constitute matters of law, summaries solely of legal matters, provisions of the Developer’s certificate of formation or company agreement or legal proceedings fairly summarize those matters of law, legal matters, provisions of the Developer’s certificate of formation, company agreement or legal proceedings in all material respects.

In addition, based upon our participation at conferences with representatives of the City and its counsel, and with representatives of the Developer at which the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of _____, 2021, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files, or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations, or litigation.

(b) We have relied upon the Closing Certificate of Developer, and the General Certificate of Developer, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors’ rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future

laws relating to exemptions, appraisal, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Subject to the above qualifications and based upon our participation in the preparation of the Limited Offering Memorandum and our participation at conferences with representatives of the Issuer and its counsel, and with representatives of the Developer at which the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph 9 as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Sincerely,

Talley J. Williams
Metcalf Wolff Stuart & Williams, LLP

EXHIBIT E

CLOSING CERTIFICATE OF DEVELOPER

Solms Landing Development, LLC, a Texas limited liability company (the “Developer”), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a Texas limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of New Braunfels, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[8,980,000] aggregate principal amount of Special Assessment Revenue Bonds, Series 2021 (Solms Landing Public Improvement District Improvement Area #1 Project) (the “Bonds”), pursuant to the Preliminary Limited Offering Memorandum, dated [PLOM DATE] (the “Preliminary Limited Offering Memorandum”), and Limited Offering Memorandum dated [SALE DATE] (the “Limited Offering Memorandum”).

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Good Standing from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) that certain Developer Letter of Representations, dated [SALE DATE];

(b) the Solms Landing Public Improvement District Financing Agreement, effective as of October 11, 2021, by and between the City and the Developer (the “Financing Agreement”);

(c) *Reserved*;

(d) the Landowner Agreement, effective as of October 11, 2021, by and among the City, the Developer and the Consenting Parties (as defined in the Financing Agreement); and

(e) the Continuing Disclosure Agreement of Developer with respect to the Bonds, effective [INDENTURE DATE], executed and delivered by the Developer, P3Works, LLC, as PID Administrator, and UMB Bank, N.A., as Dissemination Agent.

6. The Developer or other development entities affiliated with Developer owned all of the Improvement Area #1 Assessed Property (as defined in the Service and Assessment Plan) located in Improvement Area #1 of the District on the date that the Assessment Ordinance was adopted and such landowners are not entities that may claim a homestead right under Texas law.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

9. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

10. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaption "— The Bonds"), "THE IMPROVEMENTS," "THE DEVELOPMENT" and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings," and "APPENDIX E-2" and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and the date hereof, respecting the Developer and the portion of the Development owned by the Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or Limited Offering Memorandum.

11. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering

Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

12. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

13. The levy of the Improvement Area #1 Assessments on property in Improvement Area #1 of the District will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

14. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

15. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[Signature page follows.]

Dated: _____, 2021

DEVELOPER:

Solms Landing Development, LLC, a Texas limited liability company

By: _____

APPENDIX F

[LETTERHEAD OF APPRAISER]

[CLOSING DATE]

City of New Braunfels, Texas
550 Landa St.
New Braunfels, Texas 78130

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave., Suite 2150
Austin, TX 78701

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

Re: City of New Braunfels, Texas, Special Assessment Revenue Bonds, Series 2021
(Solms Landing Public Improvement District Improvement Area #1 Project) (the
“Bonds”)

Ladies and Gentlemen:

The undersigned representative of The Aegis Group, Inc. (“Appraiser”), the appraiser of certain property contained in Solms Landing Public Improvement District (the “District”), does hereby represent the following:

1. Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [PLOM DATE] and the Limited Offering Memorandum for the Bonds, dated [SALE DATE] (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of New Braunfels, Texas, as described above. The information Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in Improvement Area #1 of the District, located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption “APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #1 — The Appraisal.”

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3. Appraiser agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Appraiser agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about [CLOSING DATE]) which would render any such information in the Limited Offering

Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the Appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

The Aegis Group, Inc.

By: _____
Its: _____

APPENDIX G

[LETTERHEAD OF P3WORKS, LLC]

[CLOSING DATE]

City of New Braunfels, Texas
550 Landa St.
New Braunfels, Texas 78130

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave., Suite 2150
Austin, TX 78701

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

Re: City of New Braunfels, Texas, Special Assessment Revenue Bonds, Series 2021
(Solms Landing Public Improvement District Improvement Area #1 Project) (the
“Bonds”)

Ladies and Gentlemen:

The undersigned representative of P3Works, LLC (“P3Works”), consultant in connection with the creation by the City of New Braunfels, Texas (the “City”), of Solms Landing Public Improvement District (the “District”), does hereby represent the following:

1. P3Works has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [PLOM DATE], and the final Limited Offering Memorandum for the Bonds, dated [SALE DATE] (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City, as described above. The information P3Works provided for the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES” and “THE PID ADMINISTRATOR” and (b) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3. P3Works agrees to the inclusion of the SAP in the Limited Offering Memorandum and to the use of its name in the Limited Offering Memorandum for the Bonds.

4. P3Works agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about [CLOSING DATE]) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3WORKS, LLC

By: _____
Its: _____

SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT

**IMPROVEMENT AREA #1 LANDOWNER AGREEMENT
AND NOTICE OF ASSESSMENTS**

between

THE CITY OF NEW BRAUNFELS, TEXAS

and

SOLMS LANDING DEVELOPMENT, LLC

and

THE JEROME W. TIMMERMAN FAMILY TRUST

and

CHUPIK SOLMS LANDING, LLC

Dated as of:

_____, 2021

**IMPROVEMENT AREA #1 LANDOWNER AGREEMENT AND NOTICE OF
ASSESSMENTS
(Solms Landing Public Improvement District)**

This **IMPROVEMENT AREA #1 LANDOWNER AGREEMENT AND NOTICE OF ASSESSMENTS** (the “**Agreement**”) is entered into between the CITY OF NEW BRAUNFELS, TEXAS, a political subdivision and home rule law municipality of the State of Texas (the “**City**”), and SOLMS LANDING DEVELOPMENT, LLC, a Texas limited liability company, and CHUPIK SOLMS LANDING, LLC, a Texas limited liability company (collectively, the “**Landowners**” and each a “**Landowner**”), and THE JEROME W. TIMMERMANN FAMILY TRUST (the “**Trust**”) (each Landowner, the Trust, and the City may be referred to individually as a “**Party**” or collectively the “**Parties**”). This Agreement shall be effective on the date it is executed by all Parties.

RECITALS

WHEREAS, Landowners, together with the Trust, collectively own that certain real property located in New Braunfels, Comal County, Texas more particularly described in “**Exhibit A-1**” attached hereto (the “**Land**”);

WHEREAS, on January 14, 2019, the City Council of the City (the “**City Council**”) passed and approved Resolution No. 2019-R09 authorizing the creation of the Solms Landing Public Improvement District (the “**District**”) pursuant to Chapter 372 of the Texas Local Government Code (the “**PID Act**”), with the boundaries of such District being coterminous with the boundaries of the Land;

WHEREAS, the City Council amended the District pursuant to Resolution No. 2021-32 on April 12, 2021 for the sole purpose of increasing the cost of improvements in the District;

WHEREAS, the District was created, in part, to undertake and finance the construction and acquisition of those certain improvements (the “**Authorized Improvements**”) provided and identified in the Service and Assessment Plan and Improvement Area #1 Assessment Roll dated of even date herewith (as such may be amended from time to time, the “**Service and Assessment Plan**”);

WHEREAS, contemporaneously herewith, the City Council passed and approved Ordinance No. _____ (the “**Assessment Ordinance**”) that, among other things, approved the Service and Assessment Plan that identified the amount of certain assessments on parcels within Improvement Area #1 (as defined in the Service and Assessment Plan and more particular described in “**Exhibit A-2**” attached hereto), and established the dates upon which interest on Improvement Area #1 Assessments will begin to accrue and upon which collection of Assessments will begin;

WHEREAS, in addition to approving the Service and Assessment Plan, the Assessment Ordinance levied the Improvement Area #1 Assessments against certain parcels within the

boundaries of Improvement Area #1 to finance the Authorized Improvements in accordance with the Service and Assessment Plan;

WHEREAS, a copy of the Assessment Ordinance is attached hereto as “**Exhibit B**”; and

WHEREAS, the Service and Assessment Plan includes an “**Assessment Roll**” setting forth, among other things, the amount of the Assessment (as that term is defined in the Service and Assessment Plan) for each parcel currently subject to an Assessment (an “**Assessed Parcel**”), including the amount of the “**Annual Installment**” (as that term is defined in the Service and Assessment Plan, but only with respect to Assessments) for each Assessment paid in installments.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I **APPROVAL OF AGREEMENTS**

The matters set forth in the recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the City Council.

ARTICLE II **AGREEMENT OF LANDOWNER**

A. Each Landowner (and the Trust as to subparts (i) and (ii) below) ratifies, confirms, accepts, agrees to, and approves;

(i) the creation of the District, the boundaries of the District, and the boundaries of the Assessed Parcels;

(ii) the location and construction of the Authorized Improvements;

(iii) the determinations and findings of special benefit to the Assessed Parcels made by the City Council in the Assessment Ordinance and Service and Assessment Plan; and

(iv) the Assessment Ordinance and the Service and Assessment Plan.

B. Each Landowner (and the Trust as to subparts (ii) and (viii)-(xi)) consents, acknowledges, accepts, and agrees:

(i) to the Improvement Area #1 Assessments to be levied against the applicable Assessed Parcels as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;

(ii) that the Authorized Improvements and administration and operation of the District confer a special benefit on the Assessed Parcels in an amount that exceeds the

Improvement Area #1 Assessments against the Assessed Parcels as shown on the Assessment Roll;

(iii) that the Improvement Area #1 Assessments against the Assessed Parcels are final, conclusive, and binding upon each Landowner and their successors and assigns;

(iv) to pay the Improvement Area #1 Assessments and Annual Installments against the Assessed Parcels that Landowner owns when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(v) that each Assessment or reassessment against the Assessed Parcels, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Parcels, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Parcels regardless of whether the owner is named;

(vi) that the Assessment liens on the Assessed Parcels are liens and covenants that run with the land and are effective from the date of the Assessment Ordinance and continue until the Improvement Area #1 Assessments are paid in full and may be enforced by the governing body of the City in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of Improvement Area #1 Assessments against the Assessed Parcels shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of an Assessed Parcel may pay at any time the entire Assessment against the Assessed Parcel, with interest that has accrued on the Assessment to the date of such payment;

(ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the Assessed Parcels shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessment by the City Council;

(x) that each Landowner (and the Trust, as applicable) has received, or hereby waives, all notices required by the laws of the State of Texas (including, but not limited to the PID Act and Texas Property Code Section 5) in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll; and

(xi) that this Agreement may be recorded in the real property records of Comal County (the contents of which shall be consistent with the Assessment Ordinance, the Service and Assessment Plan, and this Agreement) that evidence the lien and encumbrance created upon each Landowner's Assessed Parcels by the Assessment Ordinance.

C. Each Landowner (and the Trust as to subparts (i), (ii), and (iv)) hereby waives:

(i) any and all defects, irregularities, illegalities, or deficiencies in the proceedings establishing the District, defining the Assessed Parcels, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Improvement Area #1 Assessments, and determining the amount of the Annual Installments;

(ii) any and all notices and time periods provided by Texas Property Code 5.014 and the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll and regarding the levying of the Improvement Area #1 Assessments and determining the amount of the Annual Installments of the Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Improvement Area #1 Assessment Roll;

(iv) any and all actions and defenses against the City's finding of "special benefit" pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levying of the Improvement Area #1 Assessments and determining the amount of the Annual Installment; and

(v) any right to object to the legality of the Assessment Ordinance, Service and Assessment Plan, Improvement Area #1 Assessment Roll, or Improvement Area #1 Assessments or to any proceedings connected therewith.

D. The Trust and each Landowner agrees to comply with the notice requirements of Section 5.014 of the Texas Property Code as to the purchaser or recipient of any property within the District.

ARTICLE III

TEXAS PROPERTY CODE SECTION 5.014 NOTICE

Section 5.014 of the Texas Property Code requires that a person who proposes to sell or otherwise convey real property that is located in a public improvement district shall first give to the purchaser or recipient of the property written notice of the district in the form set forth on Section 5.014 of the Texas Property Code. The seller is required to deliver the notice to the purchaser before execution of an executory contract binding the purchaser to purchase the property.

ARTICLE IV

DEDICATION OF AUTHORIZED IMPROVEMENTS

Each Landowner acknowledges that the Authorized Improvements, together with the land, easements, or other rights-of-way needed for the Authorized Improvements, shall be dedicated to

the City or the applicable owner's association as provided in the documents pertaining to the issuance of bonds for the District. Each Landowner, as applicable, will execute such conveyances and/or dedications as may be reasonably required to evidence the same.

ARTICLE V
MISCELLANEOUS

A. Notices. Any notice or other communication (a “**Notice**”) required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Assessed Parcels shall only be given to the Landowner that owns the applicable Assessed Parcels. Notices as to all of the Land shall be given to all Landowners. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

If to Solms Landing
Development, LLC:

Solms Landing Development, LLC
Attn: James Mahan III
648 South Castell Avenue
New Braunfels, Texas 78130

With a copy to:

Metcalf Wolff Stuart & Williams, LLP
Attn: Talley Williams
221 W. 6th, Suite 1300
Austin, Texas 78701
Facsimile: (512) 404-2234

If to Chupik Solms
Landing, LLC:

Chupik Solms Landing, LLC
1410 Woodlawn Blvd., Suite A
Austin, Texas 78703

If to the
Trust:

Jerome W. Timmermann Family Trust
Attn: Trustee
516 Jo Lynn Lane
New Braunfels, Texas 78130

If to City: City of New Braunfels
Attn: City Manager
550 Landa Street
New Braunfels, Texas 78130
Facsimile: 830.626.5578

With a copy to: City of New Braunfels
Attn: City Attorney
550 Landa Street
New Braunfels, Texas 78130
Facsimile: 830.626.5578

B. Parties in Interest. In the event of the sale or transfer of an Assessed Parcel or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowner with respect to such Assessed Parcel or such portion thereof, and the seller or transferor shall be released with respect to such Assessed Parcel or portion thereof. Notwithstanding the foregoing, the holders of bonds issued for the District are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties, subject to the limitations set forth in the Indenture.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Land and recorded in the Official Public Records of Comal County, Texas.

D. Estoppels. Within ten (10) days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to an Assessed Parcel and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Assessed Parcel upon payment in full of the Assessment against the Assessed Parcel.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

**THE CITY OF NEW BRAUNFELS,
TEXAS**

a political subdivision and home rule law
municipality of the State of Texas

By: _____
Rusty Brockman, Mayor

ATTEST:

By: _____
Caitlin Krobot, City Secretary

STATE OF TEXAS §
 §
COUNTY OF COMAL §

BEFORE ME, a Notary Public, on this day personally appeared, by Rusty Brockman, Mayor, and Patrick Aten, City Secretary, of the City of New Braunfels, Texas, a political subdivision and home rule law municipality of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2021.

(SEAL)

Notary Public, State of Texas
My Commission Expires: _____

[SIGNATURE PAGE TO LANDOWNER AGREEMENT]

LANDOWNER:

SOLMS LANDING DEVELOPMENT, LLC, a
Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF COMAL

§

BEFORE ME, a Notary Public, on this day personally appeared _____,
_____ of Solms Landing Development, LLC, a Texas limited liability company, known
to me to be the person whose name is subscribed to the foregoing instrument and acknowledged
to me that he or she executed the same for the purposes and consideration therein expressed on
behalf of said entity.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2021.

(SEAL)

Notary Public, State of Texas

My Commission Expires: _____

LANDOWNER:

Chupik Solms Landing, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS

§

§

COUNTY OF COMAL

§

BEFORE ME, a Notary Public, on this day personally appeared _____,
_____ of Chupik Solms Landing, LLC, a Texas limited liability company, known to me
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he or she executed the same for the purposes and consideration therein expressed on behalf of
said entity.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2021.

(SEAL)

Notary Public, State of Texas
My Commission Expires: _____

TRUST:

The Jerome W. Timmermann Family Trust

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF COMAL

§

BEFORE ME, a Notary Public, on this day personally appeared _____,
_____ of The Jerome W. Timmermann Family Trust, known to me to be the person
whose name is subscribed to the foregoing instrument and acknowledged to me that he or she
executed the same for the purposes and consideration therein expressed on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2021.

(SEAL)

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A-1 to LANDOWNER AGREEMENT

District Legal Description

[See Attached]

EXHIBIT A-2 to LANDOWNER AGREEMENT

Improvement Area #1 Legal Description

[See Attached]

EXHIBIT B to LANDOWNER AGREEMENT

Assessment Ordinance

[See Attached]

**CITY OF NEW BRAUNFELS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer dated as of [], 2021 (this “Disclosure Agreement”) is executed and delivered by and between the City of New Braunfels, Texas (the “Issuer”) and UMB Bank, N.A., as dissemination agent (the “Dissemination Agent”), with respect to the captioned obligations (the “Bonds”). The Issuer and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Administrator” shall mean the employee or designee of the City who shall have the responsibilities provided in this Service and Assessment Plan, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator designee is P3Works, LLC.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment(s)” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee.

“Developer” shall mean Solms Landing Development, LLC, a Texas limited liability company, together with its successors and assigns.

“Disclosure Representative” shall mean the Chief Financial Officer or City Manager of the Issuer or the designee of either of such officers, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean UMB Bank, N.A., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Solms Landing Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the calendar year from October 1 through September 30.

“Improvement Area #1” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #1 Assessment(s)” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“Prepayment” shall mean the payment of all or a portion of an Improvement Area #1 Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Improvement Area #1 Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

“Residential Lot” means any Parcel that is designated as a “Lot Type Single Family” or “Lot Type Townhome” under the Service and Assessment Plan.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trust Estate” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean the trustee, including any successor trustee, under the Indenture.

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, commencing with the Fiscal Year ending September 30, 2022, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and later than the date required in Section 4 of this Disclosure Agreement for the filing of the Annual Issuer Report, if audited financial statements are not available by that date; provided, however, if the audited financial statements are not complete within such period, then the Issuer shall provide unaudited financial statements within such period. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall file notice of such change (and of the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Issuer Report pursuant to this paragraph. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the date specified in Section 4 of this Disclosure Agreement for providing the Annual Issuer Report to the MSRB, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the filing date required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than six months after the end of each Fiscal Year; provided further, however, that

in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day of the six month period after the end of the Fiscal Year.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file, the following:

(a) Within six months after the end of each Fiscal Year the following Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount, the principal amount remaining Outstanding and the interest amount remaining Outstanding;

(B) The amounts in the funds and accounts securing the Bonds; and

(C) The assets and liabilities of the Trust Estate.

(ii) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in Improvement Area #1 from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Improvement Area #1 Assessments in Improvement Area #1.

(v) The aggregate taxable assessed valuation for parcels or lots within Improvement Area #1 based on the most recent certified tax roll available to the Issuer.

(vi) With respect to Residential Lots, until building permits have been issued for Residential Lots representing, in the aggregate, ninety-five percent (95%) of the total Residential Lots, the Annual Issuer Report (in the SAP Update or otherwise) shall include the following:

(A) the number of new single family homes and townhomes completed in Improvement Area #1 during such Fiscal Year; and

(B) the aggregate number of new single family homes and townhomes completed within Improvement Area #1 since filing the initial Annual Issuer Report for the Fiscal Year ended September 30, 2022.

(vii) Listing of any property or property owners in Improvement Area #1 representing more than five percent (5%) of the levy of Improvement Area #1 Assessments, the amount of the levy of Improvement Area #1 Assessments against such landowners, and the percentage of such Improvement Area #1 Assessments relative to the entire levy of Improvement Area #1 Assessments within Improvement Area #1, all as of the October 1 billing date for the Fiscal Year.

(viii) Collection and delinquency history of the Improvement Area #1 Assessments within Improvement Area #1 for the past five Fiscal Years, and as of January 31 for the current Fiscal Year, in substantially the following format:

Collection and Delinquent History of Improvement Area #1 Assessments

Collected in Fiscal Year	Improvement Area #1	Parcels	Delinquent Amount	Delinquent Percentage	Delinquent Amount	Delinquent Percentage	Total Assessments
<u>Ending 9/30</u>	<u>Assessment Billed</u>	<u>Levied</u>	<u>as of 3/1</u>	<u>as of 3/1</u>	<u>as of 9/1</u>	<u>as of 9/1</u>	<u>Collected⁽¹⁾</u>
20__	\$			—	—		\$

⁽¹⁾ Collected as of _____, 20__. Includes \$_____ attributable to Prepayments.

(ix) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(x) Total amount of Prepayments collected, as of the March 1 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(xi) The amount of delinquent Improvement Area #1 Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) for which foreclosure proceedings have been instituted but have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within Improvement Area #1 if the assessed property sold at a foreclosure sale represents more than five percent (5%) of the total amount of Improvement Area #1 Assessments.

(xii) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If audited financial statements are not included with the financial information provided under subsection 4(a) above, unaudited financial statements shall be included with such financial information within the time period specified.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Issuer Reports under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Developer of real property within Improvement Area #1 to be considered a significant event for the purposes of paragraph (10) above.

Any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the

MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14 or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to

make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to such series of Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which materially adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction) or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Improvement Area #1 Assessments collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

(b) The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. The basic expected timeline for the collection of Improvement Area #1 Assessments and the anticipated procedures for pursuing the collection of delinquent Improvement Area #1 Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Improvement Area #1 Assessments.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council member, officer, agent or employee of the Issuer or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent agrees that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial

owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Dissemination Agent has entered into a separate agreement with the Issuer, which agreement provides for the payment of the fees and expenses of the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. The Dissemination Agent and Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and Administrator, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Dissemination Agent and the Administrator represent that neither the Dissemination Agent, the Administrator nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.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 or State law and excludes the Dissemination Agent, the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, 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.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-

owned subsidiaries, and other affiliates of the Dissemination Agent and Administrator, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination and Administrator, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Disclosure Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income

taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 22. Affiliate. As used in Sections 18 through 21, the Dissemination Agent and Administrator understand “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

SECTION 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow]

CITY OF NEW BRAUNFELS, TEXAS

By: _____
Authorized Officer

UMB Bank, N.A.
(as Dissemination Agent)

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
ANNUAL ISSUER REPORT**

Name of Issuer: City of New Braunfels, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2021
(Solms Landing Public Improvement District Improvement Area #1
Project) (the “Bonds”)
CUSIP Nos. [insert CUSIP NOs.]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the City of New Braunfels, Texas (the “Issuer”), has not provided [an Annual Issuer Report][annual audited financial statements] for the fiscal year ended _____ with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer, dated _____, 2021, between the Issuer and UMB Bank, N.A., as “Dissemination Agent.” The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

UMB Bank, N.A.,
on behalf of the City of New Braunfels, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of New Braunfels, Texas

EXHIBIT B

CITY OF NEW BRAUNFELS, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP NOSs: [insert CUSIP NOs.]

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

*Excluding Audited Financial Statements of the Issuer

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

Bonds (Principal Balance) _____
Funds and Accounts [list] _____
TOTAL ASSETS _____

LIABILITIES

Outstanding Bond Principal _____
Outstanding Program Expenses (if any) _____
TOTAL LIABILITIES _____

EQUITY

Assets Less Liabilities
Value to Debt Ratio

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (vii)

[Insert a line item]

SECTION 4(a)(viii) COLLECTION AND DELINQUENCY HISTORY OF THE IMPROVEMENT AREA #1 ASSESSMENTS WITHIN IMPROVEMENT AREA #1 FOR THE PAST FIVE FISCAL YEARS, IN THE FOLLOWING FORMAT:

Collection and Delinquent History of Improvement Area #1 Assessments

Collected in Fiscal Year	Improvement Area #1	Parcels	Delinquent Amount	Delinquent Percentage	Delinquent Amount	Delinquent Percentage	Total Assessments
<u>Ending 9/30</u>	<u>Assessment Billed</u>	<u>Levied</u>	<u>as of 3/1</u>	<u>as of 3/1</u>	<u>as of 9/1</u>	<u>as of 9/1</u>	<u>Collected⁽¹⁾</u>
20__	\$			—	—		\$

⁽¹⁾ Collected as of _____, 20__. Includes \$_____ attributable to Prepayments.

ITEMS REQUIRED BY SECTIONS 4(a)(ix) – (xii) OF THE CONTINUING DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF NEW BRAUNFELS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021, (SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

[Insert a line item for each applicable listing]

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES¹

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Annual Installments of Improvement Area #1 Assessments are due.
February 1	1	Annual Installments of Improvement Area #1 Assessments delinquent if not received.
February 15	15	<p>Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.</p> <p>Issuer and/or Administrator should be aware of actual and specific delinquencies.</p> <p>Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payments on March 1. If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified in writing.</p> <p>Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment.</p> <p>Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual collections will be fully adequate for debt service in March and September.</p> <p>At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Annual Installments of Improvement Area #1 Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure.</p>

¹ Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Improvement Area #1 Assessments, which dates and procedures are subject to adjustment by the Issuer.

March 1

29/30

If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.

Trustee pays bond interest payments to bondholders.

Reserve Fund payment to Bond Fund may be required if Improvement Area #1 Assessments are below approximately 50% collection rate.

Issuer, or the Trustee, on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw on the Reserve Fund for debt service.

Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.

Issuer determines whether or not any Annual Installments of Improvement Area #1 Assessments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments of Improvement Area #1 Assessments.

March 6

34/35

If any property owner with ownership of property responsible for more than \$10,000 of the Annual Installments of Improvement Area #1 Assessments is delinquent or if a total of delinquencies is over 5% of the total dollar amount of Annual Installments due in a given year, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with the City Attorney, or the appropriate designee, to satisfy payment of all delinquent Annual Installments of Improvement Area #1 Assessments.

March 31	59/60	Deadline for filing of Annual Issuer Report, which includes information concerning delinquencies in payment of Annual Installments of Improvement Area #1 Assessments.
April 15	74/75	Preliminary foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity. If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	90/91	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders in accordance with the applicable provisions of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	104/105	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 121/122).
June 1	121/122	Foreclosure action to be filed with the court.
June 15	135/136	Issuer notifies Trustee and Dissemination Agent of foreclosure filing status in writing. Dissemination Agent notifies bondholders.
July 1	151/152	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the City Manager or Chief Financial Officer to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%) of the total dollar amount of Annual Installments due in a given year, Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may

seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Improvement Area #1 Assessments.

11/8/2021

Agenda Item No. E)

PRESENTER:

Jennifer Gates, Grants Coordinator

SUBJECT:

Public hearing regarding the Program Year 2020 Consolidated Annual Performance and Evaluation Report (CAPER) for the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) and CDBG-CV Grant programs.

DEPARTMENT: Finance

COUNCIL DISTRICTS IMPACTED: Citywide

BACKGROUND INFORMATION:

The City of New Braunfels has received annual grants from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement Program since 1994. The annual funding amount varies each year as it is determined on a formula basis and then provided to entitled cities, counties, and states to help develop viable urban communities. Funds are distributed by the City throughout the community to provide eligible subrecipients with grant funding that can be used to revitalize neighborhoods, support affordable housing, provide economic opportunities, and improve community facilities and services intended for low- and moderate-income (LMI) residents. Any unallocated funds, including from previous Program Years, are held in reserve in the U.S. Treasury to be utilized by the City for eligible projects at a future date in accordance with timeliness requirements.

To receive HUD entitlement funds, the City annually submits a one-year Action Plan, including proposed projects and federal certifications. The Action Plan is developed in accordance with the City's Citizen Participation Plan and subsequently approved by City Council and HUD. After submission, projects are then implemented in accordance with the approved one-year budget and certifications.

The Consolidated Annual Performance and Evaluation Report (CAPER) is an annual report required by HUD at the conclusion of a program year that identifies the level of progress and accomplishments in meeting the priorities, goals and objectives of the HUD-approved Consolidated Plan. The Consolidated Plan is a five-year strategic planning document, and this CAPER completes Program Year 2020 of the 2020-2024 Consolidated Plan. CDBG program years operate from October 1 to the following September 30.

The City received \$413,188 in housing and community development funding from the Community Development Block Grant (CDBG) Program for PY20. The PY20 Action Plan was approved by HUD in September 2020, allowing the program year to begin on October 1, 2020 as per the standard CDBG schedule.

However, the City was also fortunate to receive \$423,819 in CDBG-CV funding from HUD during PY20 to

prevent, prepare for, and respond to the coronavirus (COVID-19). To support residents affected by COVID-19, HUD approved the City's request to amend the previously approved PY20 Action Plan in February 2021 thereby formally incorporating the CDBG-CV funding into the program year. As the program is ongoing, the PY20 CAPER reflects the CDBG-CV expenditures through September 30, 2021.

HUD requires a 15-day comment period, and a public hearing prior to submission, allowing for citizens to comment on the information provided in the CAPER. The comment period for PY20 is November 1 to November 15; the public hearing is on November 8 during the City Council meeting. A full draft of the report is available for review at the City Secretary's Office and the New Braunfels Public Library, and information is also available for review on the City's Community Development - CDBG Program website during this time. As required by the agency, the final CAPER will be delivered to HUD no later than December 29, 2021.

ISSUE:

Not applicable.

FISCAL IMPACT:

There is no fiscal impact to the City as the CAPER is a reporting document and does not affect the City's budget.

RECOMMENDATION:

No action by City Council is necessary as this is a public hearing required by HUD to allow citizens to make comments on the Program Year 2020 Consolidated Annual Performance and Evaluation Report (CAPER) for the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) and CDBG-CV Grant programs.



City Council - Executive Session Agenda Item Report

550 Landa Street
New Braunfels, TX

11/8/2021

Agenda Item No. A)

Deliberate the appointment, evaluation, duties, discipline, or removal of the Municipal Court Judge in accordance with Section 551.074 of the Texas Government Code.

11/8/2021

Agenda Item No. B)

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

- Surplus City Property

11/8/2021

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:

- River floodway regulation and enforcement



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

11/8/2021

Agenda Item No. D)
