



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



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

MONDAY, JANUARY 26, 2026 at 6:00 PM

Neal Linnartz, Mayor

Lawrence Spradley, Mayor Pro Tem (District 4)

Toni L. Carter, Councilmember (District 1)

Mary Ann Labowski, Councilmember (District 5)

Michael Capizzi, Councilmember (District 2)

April Ryan, Councilmember (District 6)

D. Lee Edwards, Councilmember (District 3)

Robert Camareno, City Manager

OUR MISSION

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

AGENDA

CALL TO ORDER

CALL OF ROLL: CITY SECRETARY

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

INVOCATION: MAYOR PRO TEM SPRADLEY

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

CITIZENS COMMUNICATIONS

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

1. CONSENT AGENDA

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

Action Items

- A) Approval of the January 12, 2026 city council executive [26-66](#) and regular meeting minutes.
Natalie Baker, Deputy City Secretary
- B) Approval of an Interlocal Agreement between the City of [26-70](#) New Braunfels and Comal County for the use of general office space, training space, and the Emergency Operations Center located within the Church Hill Annex at 1345 Church Hill Drive in New Braunfels, Texas.
Robert Church, Emergency Management Coordinator
- C) Approval of the City Manager's appointment of Kelly [26-73](#) Minor for an unexpired seat for the Civil Service Commission with a term ending 11-30-2028.
Gayle Wilkinson, City Secretary
- D) Approval of the appointments on the Water & [26-74](#) Wastewater Impact Fee Advisory Committee of Garrett Mechler, Mark Gibson, and Hayden Fowlkes for three seats with terms expiring 11-30-2027, Michael Meek and Amber Brown for two seats with terms expiring 11-30-28.
Gayle Wilkinson, City Secretary
- E) Approval of a proposal for a Simulcast project between [26-77](#) the City of New Braunfels and LCRA (Lower Colorado River Authority)
Ruy Lozano, Fire Chief
- F) Approval of seven (7) appointments to the Downtown [25-1568](#) Parking Revenue Advisory Standing Committee to include: Fred Heimer (term expires 11/30/27) and Angie Martinez (term expires 11/30/26) to the City Resident seats, Lindsey Gillum (term expires 11/30/26) and Peter Landerman (term expires 11/30/27) to the Downtown Property/Business Owner seats, Sammie Martinek (term expires 11/30/26) as the Chamber/CVB Representative seat, Jennifer Wilson (term expires 11/30/27) to the Downtown Association Board Representative seat, and Chris Snider (term expires 11/30/26) to the Downtown Board Representative Seat.
Gayle Wilkinson, City Secretary
- G) Approval of an Interlocal Agreement between the City of [26-65](#)

New Braunfels Police Department and Hill Country Community MHMR Center to provide city mental health support services.

Osbaldo Flores, Chief of Police

H) Approval of an escrow deposit in the amount of [26-50](#) \$109,056.24 in lieu of sidewalk construction along Loop 337 with the development of Lot 1, Perron Business Park Subdivision.

Matthew Simmont, AICP, Planning Manager

I) Approval of a recommendation by the New Braunfels Economic Development Corporation (NBEDC) approving a project expenditure of up to \$175,000 to the City of New Braunfels for the Streets and Utility Design Standards Master Plan, pursuant to Section 501.103 of the Texas Local Government Code.

Garry Ford, Transportation and Construction Services Director

J) Approval of the issuance of an invitation for Competitive Sealed Proposals for the construction of the Citywide Pedestrian Improvements Phase 1, Coll Street Drainage Improvements, Dry Comal Creek Trail Segment 1, Golf Course Bunkers, and W. Zipp Rd & Old Zipp Rd Intersection Improvements projects.

Barbara Coleman, Purchasing Manager

Scott McClelland, Assistant Transportation and Construction Services Director

K) Approval of a settlement agreement among the City of New Braunfels, Texas and Y.C. Partners, Ltd. d/b/a Yantis Company, C3 Environmental Specialties, L.P. and Halff Associates, Inc., and authorizing the City Manager to execute the agreement.

Valeria M. Acevedo, City Attorney

L) Approval of a Professional Services Agreement with [26-63](#) Kimley-Horn and Associates, Inc. for development of the City of New Braunfels Streets and Utility Design Master Plan.

Scott McClelland, Assistant Transportation and Construction Services Director

Resolutions

M) Approval of a resolution recommended by the New Braunfels Economic Development Corporation to approve an expenditure, of up to \$300,000, to support maintenance and operations of parks facilities funded by [25-1580](#)

the NBEDC, pursuant to Section 505.152 of the Texas Local Government Code.

Jeff Jewell, Economic and Community Development Director

Ordinances

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

N) Approval of the first reading of an ordinance amending the New Braunfels Code of Ordinances, Chapter 100-20, changing the membership composition of the Roadway Impact Fee Advisory Committee in compliance with S.B. 1883. [26-59](#)

Nathan Brown, Senior Assistant City Attorney

2. INDIVIDUAL ITEMS FOR CONSIDERATION

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

A) Discuss and consider the approval of a resolution [26-14](#) authorizing the city manager to execute a Ch. 380 Agreement with Early Matters - New Braunfels, and containing necessary findings pursuant to the Ch. 380 Economic Development Program Policy.

Mike Crowley, VP, Greater New Braunfels Chamber of Commerce

B) Public hearing and first reading of an ordinance, [26-35](#) requested by Vincent Huebinger of Vincent Gerard & Assoc. Inc, to rezone approximately 0.1 of an acre out of the Oak Run School 2 Subdivision, Block 1, Lot 2B, from R-1 (Single-Family District) to R-1 SUP (Single Family District with a Special Use Permit to allow a Telecommunications Tower), currently addressed at 2212 Alyssa Way.

Christopher J. Looney, AICP, Planning Director

Applicant: Vincent Gerard & Assoc. Inc

Owner: City of New Braunfels

C) Discuss and consider the second and final reading of an ordinance, at the request of Ashley Farrimond of Killen, Griffin & Farrimond, PLLC, on behalf of Brandy Worley, to rezone approximately 6 acres out of Billie and Ed Miles Subdivision Unit 2, Block 1, Lots 1A, 1B, and 2, from C-1A (Neighborhood Commercial District) and R-3 SUP (Multifamily District with a Special Use Permit to allow bed and breakfast and retail) to C-4A (Resort

Commercial District), currently addressed at 830, 832, and 870 Gruene Road.

Christopher J. Looney, AICP, Planning Director

Applicant: Killen, Griffin & Farrimond, PLLC

Owner: Brandy Worley

D) Discuss and consider the second and final reading of an ordinance, at the request of Chad Fletcher, to rezone approximately 0.2 of an acre out of the Baus Addition Subdivision, Block D, East part of Lots 1 & 2, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed at 385 West Faust Street. [26-54](#)

Matthew Simmont, AICP, Planning Manager
Applicant/Owner: Chad Fletcher

E) Discuss and consider the first reading of an ordinance appointing the initial Board of Directors to the City of New Braunfels Tax Increment Reinvestment Zone Number Two ("River Mill"), naming the place designations of the appointed Directors, establishing term dates, and declaring an effective date. [25-1550](#)

Gayle Wilkinson, City Secretary

F) Discuss and consider the first reading of an ordinance appointing the initial Board of Directors to the City of New Braunfels Tax Increment Reinvestment Zone Number Four - Zipp Park, naming the place designations of the appointed Directors, establishing term dates, and declaring an effective date. [25-1551](#)

Gayle Wilkinson, City Secretary

G) Discuss and consider the first reading of an ordinance appointing the initial Board of Directors to the City of New Braunfels Tax Increment Reinvestment Zone Number Five - West End, naming the place designations of the appointed Directors, establishing term dates, and declaring an effective date. [25-1552](#)

Gayle Wilkinson, City Secretary

3. **EXECUTIVE SESSION**

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

A) Deliberate pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, including but not limited to:

- Legal issues and interpretation of ordinances related to boards and commissions.

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

ADJOURNMENT

CERTIFICATION

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

Gayle Wilkinson, City Secretary

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



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

1/26/2026

Agenda Item No. A)

PRESENTER:

Natalie Baker, Deputy City Secretary

SUBJECT:

Approval of the January 12, 2026 city council executive and regular meeting minutes.

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - EXECUTIVE SESSION
REGULAR MEETING OF MONDAY, JANUARY 12, 2026**

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

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

1. EXECUTIVE SESSIONS

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

- A) Deliberate issues regarding economic development negotiations in accordance with Section 551.087 of the Texas Government Code:
 - 1. Project Maiden
- B) Deliberate pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, specifically:
 - Cause No. 2014-0522A; Y.C. Partners Ltd. dba Yantis Company v. City of New Braunfels v. Halff Associates, Inc.

Mayor Linnartz read the aforementioned executive session items.

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

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

City Council did not reconvene into open session.

No action was taken at this time.

ADJOURNMENT

Mayor Linnartz adjourned at 5:49 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL
REGULAR MEETING OF MONDAY, JANUARY 12, 2026**

AGENDA AMENDED 01-06-2026

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

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

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

INVOCATION: COUNCILMEMBER EDWARDS

Councilmember Edwards provided the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

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

PRESENTATIONS:

A) Recognition of Dr. Fred Willard.

Mayor Linnartz read the aforementioned item.

Ken Wilson and Jeff Bransford presented this item to council and recognized Dr. Fred Willard and presented a token of gratitude for the donation of Willard Canyon.

CITIZENS COMMUNICATIONS

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

The following individuals spoke at this time: Bob Moore, Alita Meyer, Joeylynn Mesaros

1. CONSENT AGENDA

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

Action Items

- A) Approval of the December 8, 2025 regular and executive session minutes.
- B) Approval of a Professional Services Agreement with Arcadis for the design of a biofiltration system to be located adjacent to Landa Park Drive and authorizing the City Manager to execute the Agreement.
- C) Approval of Interlocal Agreement between Comal County Emergency Services District 7 (ESD 7) and the City of New Braunfels for the funding of LCRA Radio Communications Project.
- D) Approval of a contract with Consolidated Traffic Control, Inc. for the installation of Opticom emergency preemption equipment to support the City of New Braunfels Fire Department.
- E) Approval of a professional service agreement with Pape Dawson Engineers, Inc. to develop and implement a citywide traffic signal optimization plan as part of the Alamo Area Metropolitan Planning Organization Carbon Reduction Program.

- F) Approval to renew the following annual contracts, as allowed for by their contract language and in accordance with City Charter Section 9.17: National CineMedia, Insight Public Sector-Avolve, Landscape Commander, Bio-West, FleetCor Technologies-Fuel Cards, Cingl Telecommunications, Pristine Rivers, Spillman Technologies/Motorola
- G) Approval of an FY 2025 budget amendment for the Debt Service Fund.
- H) Approval of the appointment of Raika Rowe as Assistant City Attorney/Municipal Court Prosecutor.
- I) Approval of an Interlocal Agreement between Comal County Emergency Services District 7 (ESD 7) and the City of New Braunfels for the funding of the final phase additions to the fire training facility.
- J) Approval of a contract award for the construction of the Golf Course Road Parking Area and Biofiltration System to Jerdon Enterprise, LP and authorization for the City Manager to execute any change orders and project expenditures up to the contingency amount.

Resolutions

- K) Approval of a resolution of participation in the Guadalupe County Master Drainage Plan under the Texas Water Development Board Flood Infrastructure Fund.
- L) Approval of the resolutions for the Heritage Commission's recommendations for allocating hotel occupancy tax grant funds to community heritage organizations and authorizing the City Manager to execute related grant award contracts.
- M) Approval of the resolutions for the Arts Commission's recommendations for allocating hotel occupancy tax grant funds to community art organizations and authorizing the City Manager to execute related grant award contracts.
- N) Approval of a resolution of the New Braunfels City Council to ratify the submission of an application for funding provided by the Office of the Governor, Public Safety Office Bullet Resistant Door Panels for Law Enforcement Vehicles, FY 2026, and authorizing the City Manager to act on behalf of the City in all matters related to the grant if awarded.
- O) Approval of a resolution; approval authorizing the submission of a grant application to the U.S. Department of Homeland Security under

the State Homeland Security Program (SHSP) - Regular Projects Grant, Program Year 2026, to request funding for security enhancements at Fire Stations #1, #4, #5, and #6; authorizing the City Manager, or their designee, to act on behalf of the City in all matters related to the grant; and designating the Director of Finance as the Finance Officer for this grant, if awarded.

Ordinances

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

- P) Approval of the second and final reading of an ordinance, in accordance with adopted agreements with the property owner, to annex for limited purposes Lots 1-9, and Lot 900, Block 1, Veramendi Precinct 11A Subdivision, and Lot 109, Block 19, Veramendi Precinct 11B Subdivision, consisting of approximately 45 acres.
- Q) Approval of the second and final reading of an ordinance, in accordance with adopted agreements with the property owner, to annex for limited purposes Lots 1, 2, 3, and 4, Block 1, Mayfair - North Ransom Commercial Subdivision, consisting of approximately 25 acres.

Approval of the Consent Agenda

Mayor Linnartz read the aforementioned ordinances and resolutions of the consent agenda.

Councilmember Ryan motioned to approve the consent agenda. Councilmember Labowski seconded the motion which passed unanimously.

2. INDIVIDUAL ITEMS FOR CONSIDERATION

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

- A) Discuss and consider approval of a resolution supporting the City of New Braunfels' application to the Texas Department of Transportation's 2025 Off-System Rail Grade Separation State Fund Program.

Mayor Linnartz read the aforementioned item.

Garry Ford presented this item to council using a powerpoint presentation.

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

B) Public hearing and first reading of an ordinance, at the request of Ashley Farrimond of Killen, Griffin & Farrimond, PLLC, on behalf of Brandy Worley, to rezone approximately 6 acres out of Billie and Ed Miles Subdivision Unit 2, Block 1, Lots 1A, 1B, and 2, from C-1A (Neighborhood Commercial District) and R-3 SUP (Multifamily District with a Special Use Permit to allow bed and breakfast and retail) to C-4A (Resort Commercial District), currently addressed at 830, 832, and 870 Gruene Road.

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this item to council using a powerpoint presentation and introduced Ashley Fairmond, a representative of the applicant, who also presented to council and answered questions.

The following individuals spoke at this time: John LaBonte, Edgar Miles, Mike Blahnik, Joeylynn Mesaros, Rob Mimms, James Engle, Melissa Nairn

Councilmember Edwards motioned to approve this item. Mayor Pro Tem Spradley seconded the motion which passed.

Opposed:

Councilmember Carter

C) Public hearing and first reading of an ordinance, at the request of Simms Samonte, on behalf of RBHP Texas, LLC, to rezone approximately 0.18 of an acre out of City Block 5103, West portion of Lot 23, from R-2 (Single-Family and Two-Family District) to C-O SUP (Commercial Office District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed at 160 East Klingemann Street.

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this item to council using a powerpoint presentation.

The following individuals spoke at this time: Melvin Nolte, Jodi McCall

Councilmember Edwards motioned to deny this item. Mayor Pro Tem Spradley seconded the motion which passed unanimously.

D) Public hearing and first reading of an ordinance, at the request of Phong Tien Nguyen, to rezone approximately 0.7 of an acre out of the A M Esnaurizar Survey, Abstract 1, from C-3 AH (Commercial, Airport Hazard Overlay District) to C-3 AH SUP (Commercial, Airport Hazard Overlay District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed at 1092 State Highway 46 South.

Mayor Linnartz read the aforementioned item.

Matthew Simmont presented this item to council using a powerpoint presentation and answered questions.

Councilmember Edwards motioned to approve this item with the condition of a parking site plan being submitted to city staff for review and approval. Councilmember Capizzi seconded the motion which failed for lack of super majority.

Opposed:

Councilmember Carter, and Councilmember Ryan

E) Public hearing and first reading of an ordinance, at the request of Chad Fletcher, to rezone approximately 0.2 of an acre out of the Baus Addition Subdivision, Block D, East part of Lots 1 & 2, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed at 385 West Faust Street.

Mayor Linnartz read the aforementioned item.

Matthew Simmont presented this item to council using a powerpoint presentation and introduced Chad Fletcher, who also presented to council and answered questions.

Councilmember Ryan motioned to deny this item. Councilmember Carter seconded the motion which failed with a 2/5 vote.

Opposed: Councilmember Capizzi, Councilmember Edwards, Mayor Pro Tem Spradley, Councilmember Labowski, and Mayor Linnartz

Councilmember Edwards motioned to approve this item. Councilmember Labowski seconded the motion which passed.

Opposed:

Councilmember Carter, and Councilmember Ryan

PRESENTATIONS:

A) Presentation and discussion of modifications to the City's Chapter 380 Economic Development Program Policy

Mayor Linnartz read the aforementioned item.

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

The following individuals spoke at this time: Bob King, Richard Kelsheimer, Jim Holster

No action was taken at this time.

3. EXECUTIVE SESSION

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

A) Deliberate issues regarding economic development negotiations in accordance with Section 551.087 of the Texas Government Code:

1. Project Maiden

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

· Cause No. 2014-0522A; Y.C. Partners Ltd. dba Yantis Company v. City of New Braunfels v. Halff Associates, Inc.

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

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

No action was taken at this time.

ADJOURNMENT

Mayor Linnartz adjourned the meeting at 7:39 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

1/26/2026

Agenda Item No. B)

PRESENTER:

Robert Church, Emergency Management Coordinator

SUBJECT:

Approval of an Interlocal Agreement between the City of New Braunfels and Comal County for the use of general office space, training space, and the Emergency Operations Center located within the Church Hill Annex at 1345 Church Hill Drive in New Braunfels, Texas.

DEPARTMENT: Fire Department**COUNCIL DISTRICTS IMPACTED:** All districts**BACKGROUND INFORMATION:**

The proposed Interlocal Agreement (ILA) between the City of New Braunfels and Comal County, Texas, would provide the City with dedicated general office space at the Church Hill Annex. It will also allow the City to utilize training space on an as-needed basis, as approved by the County, and in the event of a disaster or large-scale emergency, will allow City emergency operations personnel to use and/or embed with County emergency operations personnel within the Emergency Operations Center (EOC) for management of the disaster or large-scale emergency.

Exhibit A attached to this agenda item, identifies the location and additional details for space utilization.

ISSUE:

Approval of an ILA between the City of New Braunfels and Comal County, Texas use of space at the Comal County Church Hill Annex.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

There is no related fiscal impact.

RECOMMENDATION:

Staff recommends approval of the ILA for dedicated office space.

**INTERLOCAL AGREEMENT BETWEEN
COMAL COUNTY, TEXAS AND
THE CITY OF NEW BRAUNFELS, TEXAS**

§ **STATE OF TEXAS**

§

§ **COUNTY OF COMAL**

This Agreement is entered into by and between **Comal County, Texas ("County")**, a political subdivision of the State of Texas, and **the City of New Braunfels, Texas ("City")**, a Texas state agency, under the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791, and Section 272.005 of the Texas Local Government Code.

WHEREAS; CITY employs personnel that office in Comal County;

WHEREAS; Comal County has available office space; and

WHEREAS; Comal County is willing to provide office space to CITY as described in the Designated Space Addendum (hereafter the "Designated Space").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows.

1. The term of this Agreement will begin on January 1, 2026 and will be in effect for one (1) year. This Agreement may be extended upon mutual agreement in writing signed by both parties.
2. Each party to this Agreement reserves the right to terminate this Agreement for no cause upon thirty (30) days written notice to the other party, without further recourse to the other party.
3. County shall permit CITY to occupy the Designated Space for the purpose of general office use at no cost to CITY. County will further provide electricity, air-conditioning, heating and janitorial services for the Designated Space.
4. COUNTY agrees to allow CITY to occupy COUNTY approved location(s) within the Church Hill Annex for emergency operations.
5. COUNTY may also provide training space for CITY to utilize on an as needed basis, as approved by COUNTY.
6. CITY shall provide its own phone and internet service for use in the Designated Space.
7. County may provide to CITY non-allocated County-owned furniture for use in the Designated Space.
8. County shall not be responsible for any damage to CITY owned property located at the Designated Space.
9. CITY shall abide by any Comal County security access policies in place now or in the future.
10. Upon termination of this Agreement, CITY shall return the Designated Space and any County-owned furniture in the same or similar condition as when this Agreement commenced, normal wear and tear excepted.
11. The Designated Space is provided to CITY at no cost.

GENERAL TERMS:

12. ASSIGNABILITY: This Agreement shall not be assignable by a party without prior written consent of the other party.
13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the Parties respecting the subject matter hereof. Neither this agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the Party against whom the enforcement of the change, waiver, or termination is sought.
14. SEVERABILITY: If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
15. NOTICE: Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

Comal County
ATTN: County Judge
150 N. Seguin Avenue
New Braunfels, Texas 78130

City of New Braunfels, Texas
ATTN:
Address:
City/State/zip:

16. VENUE: This agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.
17. IMMUNITY: Both parties, their officers, directors, employees and agents do not waive any sovereign or governmental immunity available to either party under Federal or Texas law and do not waive any available defenses or remedies at law under Federal or Texas law.

[Remainder of page left blank.]

Executed on this _____ day of _____, 2026.

COMAL COUNTY

CITY OF NEW BRAUNFELS, TEXAS

Sherman Krause
Comal County Judge

Name:
Title:

ATTEST:

Bobbie Koepf, Comal County Clerk

DESIGNATED SPACE ADDENDUM

The Designated Space to the County's new Church Hill Annex. The Parties agree to separately document (1) the date(s) on which CITY will move into the Church Hill Annex, and (2) identify the specific space within the Church Hill Annex that is subject to this Agreement, which will be determined by the County. Both parties agree that document, when complete, will be incorporated by reference into this Agreement for purposes of identifying the Designated Space subject to this Agreement at any point in time during the effective term of the Agreement.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

1/26/2026

Agenda Item No. C)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Approval of the City Manager's appointment of Kelly Minor for an unexpired seat for the Civil Service Commission with a term ending 11-30-2028.

DEPARTMENT: City Secretary

COUNCIL DISTRICTS IMPACTED: All districts

BACKGROUND INFORMATION:

The Commission is made of three members appointed by the City Manager serving three-year terms. Members must have good moral character, be a U.S. citizen, a city resident for more than three years, over age 25, and not have held public office within the three preceding years.

The commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality. Members serve staggered three-year terms with the term of one member expiring each year. The City Secretary's Office received five (5) applications. The City Manager recommended Kelly Minor to be considered for the unexpired seat ending 11-30-2026.

ISSUE:

Appointments to the Civil Service Commission require Council approval.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

Staff recommends approving the recommended appointment with an unexpired term ending 11-30-28.

1/26/2026

Agenda Item No. D)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Approval of the appointments on the Water & Wastewater Impact Fee Advisory Committee of Garrett Mechler, Mark Gibson, and Hayden Fowlkes for three seats with terms expiring 11-30-2027, Michael Meek and Amber Brown for two seats with terms expiring 11-30-28.

DEPARTMENT: City Secretary**COUNCIL DISTRICTS IMPACTED:** All districts**BACKGROUND INFORMATION:**

The Water and Wastewater Impact Fee Advisory Committee advises and assists the City Council and NBU Board of Trustees in adopting land use assumptions; reviews CIP; monitors and evaluates CIP implementation; advises City Council on updates or revisions to land use assumptions, CIP, and impact fees.

The Water and Wastewater Impact Fee Advisory Committee is comprised of nine (9) members. Four members being the mayor, the chief executive officer of New Braunfels Utilities, the president of the board of trustees of New Braunfels Utilities, one representative who resides in the extraterritorial jurisdiction of the city; five members, consisting of representatives of the real estate, development or building industry who are not employees or officials of a political subdivision or governmental entity, including New Braunfels Utilities. The City Secretary's Office received eight (8) applications. The Ad Hoc Committee recommends the following individuals for consideration for three (3) Real Estate, Development, or Building Industry with terms ending 11-30-2027 and two (2) individuals for Real Estate, Development, or Building Industry with terms ending 11-30-2028:

- **Garrett Mechler - 11-30-2027**
- **Mark Gibson - 11-30-2027**
- **Hayden Fowlkes - 11-30-2027**
- **Michael Meek - 11-30-2028**
- **Amber Brown - 11-30-2028**

ISSUE:

Appointments to the Water & Wastewater Impact Fee Advisory Committee require Council approval.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

Staff recommends the appointments of three (3) individuals with terms ending 11-30-2027 and two (2) individuals with terms ending 11-30-28.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

1/26/2026

Agenda Item No. E)

PRESENTER:

Ruy Lozano, Fire Chief

SUBJECT:

Approval of a proposal for a Simulcast project between the City of New Braunfels and LCRA (Lower Colorado River Authority)

DEPARTMENT: Fire

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

This project will address areas within the fire department response footprint that have bad or no connectivity due to a lack of radio tower coverage. LCRA will be providing materials and labor for the project. The project is for upgrades on the existing radio site at Kerlick Lane and for the addition of a new site at Conrads Lane. These upgrades and additions will enhance emergency communications throughout the fire department response area, effectively eliminating any “dead zones.” A recent Interlocal agreement with Comal County Emergency Services District 7 (CCESD 7) and the City of New Braunfels will provide for the funding outside of the City’s General Fund.

ISSUE:

Enhanced communication during emergencies addressing areas within fire department response area that are “dead zones” due to lack of connectivity to towers.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

This project will be funded by the CCESD 7 through an interlocal agreement, therefore there is no fiscal impact to the City.

RECOMMENDATION:

Staff recommends approval

Binding Construction / Installation Proposal**LCRA and the City of New Braunfels, Texas**

This Binding Construction / Installation Proposal (this “Proposal”) is issued under and subject to that certain Interlocal Cooperation Act Agreement for Mobile Radio Services and Equipment dated June 13, 2023 between the Parties listed above (the “Interlocal Agreement”). This Proposal is further subject to the Terms and Conditions attached hereto.

CUSTOMER: City of New Braunfels
550 Landa Street
New Braunfels, TX 78130
Attn: Asst. Chief Matt Bushnell

In the event of any conflict or inconsistency between the terms and provisions of this Proposal and the terms and provisions of the Interlocal Agreement, with respect to the Project identified below only, the terms and provisions of this Proposal shall control.

PROJECT: New Braunfels Public Safety Radio Simulcast Site Project**DATE SUBMITTED: January 15, 2026****PROPOSAL EXPIRATION DATE: February 16, 2026****SERVICES: LCRA will provide the materials and labor necessary to complete the following scope of work:****SCOPE OF WORK:**

- Add a 2-site, 10 channel simulcast radio site cluster in New Braunfels, Texas, which includes the following:
 - Upgrade New Braunfels Kerlick radio site, located at 608 Kerlick Ln, New Braunfels, Texas (the “Kerlick Radio Site”), to a 10-channel simulcast site;
 - Add a licensed microwave path from Kerlick Radio Site to the New Braunfels Utilities’ (NBU) Conrads Lane water tower, located at 797 Conrads Ln New Braunfels, Texas (the “Conrads Lane Water Tower”).
 - Add a 10-channel simulcast site at the Conrads Lane Water Tower;
 - Add a licensed microwave path from the Conrads Lane Water Tower to the Zorn Radio Site located at 14906 N. State Hwy 123 San Marcos, Texas (the “Zorn Radio Site”).
 - Please note - Fiber has been requested from NBU for a path from the Conrads Lane Water Tower to LCRA’s Henne substation, located at 7335 N. IH 35 New Braunfels, Texas (the “Henne Substation”), which could potentially eliminate the need for the licensed microwave path from the Conrads Lane Water Tower to Zorn Radio Site as described above.
 - Add Antenna System, Uninterruptible Power Supply, Generator, Shelter, and Equipment Racks at the Conrads Lane Water Tower.
 - All Frequency Coordination with the Federal Communications Commission related to this Project;
 - Local Jurisdiction Permitting, as applicable;
 - Cultural Analysis, as applicable;
 - Structural Analyses at the Zorn Radio Site, Conrads Lane Water Tower, and Kerlick Radio Site, as applicable;
 - Prepare a Remediation Estimate (tower remediation, if needed, is not included within the Scope of Work of this Project);
 - Attachment of Antenna System to Conrads Lane Water Tower;
 - Microwave Equipment;
 - Labor, Project Management;
 - Power at the Conrads Lane Water Tower site and monthly electric utilities; and
 - Monitoring, support, and maintenance of the 10-channel simulcast sites and microwave path(s).

Potential recurring costs from NBU not included within the Scope of Work of this Project:

- Tower or Ground Space Lease(s) at the Conrads Lane Water Tower;
- Tower Lease at NBU’s Kerlick Radio Site; and
- Fiber from Conrads Lane Water Tower to Henne Substation.

SCHEDULE:

Begins: The work can begin any time after this Proposal is signed.

Completion: This Proposal will end when all services contemplated hereunder have been successfully completed, or this Proposal has been terminated.

PRICE:

Total Cost: \$2,487,860.00

Terms: 30% within ten (10) business days of signature; monthly progress billing for the next 60%; 10% 30 days after completion.

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this Proposal.

City of New Braunfels

Lower Colorado River Authority

By:

By:

Title:

Title:

Date:

Date:

BINDING CONSTRUCTION / INSTALLATION PROPOSAL TERMS AND CONDITIONS

This Proposal is subject to the following terms and conditions:

1. Agreement. This Proposal, including these terms and condition, and any other documents attached hereto (collectively, this “Proposal”), contains the entire agreement and understanding between LCRA and Customer with respect to the subject matter of this Proposal and supersedes any and all prior or contemporaneous oral and written agreements and understandings regarding the defined scope of services. Additional terms and conditions on Customer's forms (including those accompanying any purchase order, invoice or payment) are a material alteration of this Proposal and are rejected and null and void unless expressly agreed to by LCRA in writing. In the case of any conflicts between the terms of this Proposal and the terms of any applicable Customer form, the terms of this Proposal will control.

2. Services. LCRA will perform services for the Customer as detailed in the Scope of Services section of the Project Proposal (“Services”). Customer will review and respond as appropriate to all reports, studies, recommendations, requests and other submissions of LCRA so as not to delay the performance of the Services.

3. Notices. Correspondence, notices and invoices will be in writing and mailed or delivered to the other party as identified in the Customer and LCRA Contact sections of the Project Proposal, or at such other address as a party may from time to time designate in writing. All notices, correspondence or invoices will be effective upon receipt.

4. Changes Orders. Changes in the scope of the Services may only be made by written agreement of the Customer and LCRA. Verbal changes will not be given or accepted, except in cases of emergencies which pose a risk of personal injury or property damage, and such changes will be followed up with a written confirmation as soon as practicable.

5. Term; Termination. This Proposal will commence on the date of the last signature by the parties (“Effective Date”) and will govern LCRA’s performance of the Services. Either party may terminate this Proposal for its convenience at any time by providing written notice to the other party. In the event of such termination, Customer will pay LCRA for all Services performed up to the date of termination, plus (in the case of termination by Customer) any cancellation charges or other termination expenses as may be reasonably identified by LCRA.

6. Costs; Invoicing. As compensation for the Services, Customer will pay LCRA in accordance with one of the following, as identified in the Price section of the Project Proposal: (a) All (i) direct costs incurred by LCRA in performing the Services, including, (1) costs for materials and supplies, (2) labor costs, including salary and benefits, paid to LCRA employees, (3) travel, meal and lodging expenses reimbursed or paid on behalf of LCRA employees within established LCRA expense guidelines, and (4) any third party costs, plus (ii) indirect costs that LCRA normally applies to Services of this nature, including general and administrative costs and other internal expenses and contributions; or (b) A fixed price. Any changes to the scope of the Services may require an increase in the fixed price. Such change to the scope and the correlating fixed price will be agreed to in writing by

the parties. LCRA may invoice Customer for progress payments for the Services completed to date during the term of this Proposal. All payments by Customer under this Proposal will be due and payable within 30 days after receipt of invoice. If payment is not timely made, interest will accrue on the unpaid balance at the lesser of the maximum lawful rate, or one percent per month, from the due date until paid.

7. Warranty; Disclaimer.

(a) During the term of this Proposal, and for a period of 30 days after completion of the Services, LCRA will correct or reperform any Services not conforming to the requirements of this Proposal. Upon completion of the Services, LCRA will assign to Customer all contractor, manufacturer and supplier warranties related to the Services, to the extent LCRA has the right to do so. After such assignment, LCRA will have no continuing obligations to Customer with respect to the good or service to which the warranty applies, and Customer will look solely to the applicable contractor, manufacturer or supplier for relief regarding any claims or remedies, whether based on a warranty or otherwise.

(b) Any law, code or standard referenced in this Proposal will refer to the version of such law, code or standard in effect as of the Effective Date.

(c) **THE WARRANTIES CONTAINED IN THIS SECTION 7 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE PERFORMANCE, AND LCRA’S OBLIGATION UNDER SECTION 7(A) IS CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OR LIABILITY OF LCRA ARISING UNDER THIS PROPOSAL.**

8. Environmental Conditions. Prior to LCRA starting any Services on-site, Customer will provide documentation that identifies the presence and condition of any hazardous materials or environmental conditions existing in or about Customer’s equipment or the site that LCRA may encounter while performing the Services, and will keep LCRA informed of changes in any such conditions. If LCRA encounters hazardous materials in Customer’s equipment or on-site, LCRA is not obligated to perform any Services affected by the hazardous conditions. Customer will indemnify and hold LCRA, its affiliates and their respective directors and employees, harmless for any and all claims, damages, losses, and expenses arising out of or relating to any hazardous materials which are or were (i) present in or about Customer’s equipment or the site prior to the commencement of LCRA’s work, (ii) improperly handled or disposed of by Customer or Customer’s employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on-site by parties other than LCRA.

9. Schedule. Unless otherwise expressly stated in the Proposal documents, time is **not** of the essence and LCRA will not be liable to Customer for any damages arising out of LCRA’s delay in providing the Services, including any failure to meet schedules contained in this Proposal.

10. Force Majeure. Neither party will be responsible or liable for any delay or failure in its performance under this Proposal

to the extent such delay or failure is caused by conditions or events of Force Majeure. The term "Force Majeure" means causes or events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; labor disruption at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak.

11. **LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS PROPOSAL AND THE SERVICES WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS PROPOSAL, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT WILL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS PROPOSAL, AND CUSTOMER'S SOLE RE COURSE UNDER THIS PROPOSAL WILL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN PROPOSAL, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTHING IN THIS PROPOSAL WILL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.**

12. **Amendment.** This Proposal may only be amended or modified through written agreement of the parties signed by an authorized representative of LCRA and by an authorized representative of the Customer.

13. **Assignment.** This Proposal will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party may assign this Proposal, in whole or part, without the prior written consent of the other party.

14. **Non-Waiver.** No failure or delay on the part of a party to exercise any right or remedy will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy.

15. **Partial Invalidity.** If any section or part of this Proposal is declared invalid by any court of competent jurisdiction, the court's decree will not affect the remainder of this Proposal, and the remainder of this Proposal will remain in full force and effect with the deletion of the part declared invalid.

16. **Choice of Law; Venue; Waiver of Jury Trial.** This Proposal will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. Each party irrevocably consents and agrees that any legal action or proceeding arising out of this Proposal will be brought exclusively in a court of competent jurisdiction in Travis County, Texas. LCRA AND CUSTOMER IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM

ARISING OUT OF OR IN CONNECTION WITH THIS PROPOSAL.

17. **Ownership.** Intellectual property and rights to intellectual property owned by any party on the Effective Date will remain the property of that party. All deliverables, including plans, drawings, designs, specifications, computer programs or applications photographs, studies, data, schedules, test readings, technical reports, and calculations developed or utilized by LCRA or its subcontractors which are developed and specified to be delivered under this Proposal and which are paid for by Customer are the property of Customer, but subject to LCRA's intellectual property rights. Customer recognizes that no deliverables will be suitable for reuse at any Customer facility or in connection with any project other than that for which the deliverable was prepared. LCRA DISCLAIMS LIABILITY FOR ANY REUSE OF THE DELIVERABLES ON ANY OTHER FACILITY OR PROJECT THAT IS DONE WITHOUT THE EXPLICIT, WRITTEN APPROVAL OF LCRA.

18. **Confidentiality.** "Confidential Information" means information marked or otherwise designated as "confidential" by a party. Confidential Information may only be used by the parties for purposes related to the performance of this Proposal, and each party agrees not to disclose Confidential Information of the other party to any other person (other than its affiliates, and the party's and affiliate's respective employees and directors, or to contractors who agree to be bound by the provisions of this Section), provided that either party may disclose Confidential Information if and to the extent such disclosure is required by law (including the Texas Public Information Act). In the event a party is requested under law to disclose Confidential Information, such party will to the extent possible notify the other party within three business days of such request.

19. **Municipally Owned Utilities.** If Customer is a municipally owned utility, the following additional terms will apply:

(a) This Proposal is entered into under the authority of Chapter 791 of the Texas Government Code; (b) Customer pledges the revenues of its electric utility system to pay its obligations under this Proposal. In addition, the amounts payable by Customer to LCRA under this Proposal are operation and maintenance expenses as contemplated by Section 1502.056 of the Texas Government Code and, as a result, are a first lien against the revenues of Customer to secure the Customer's payment obligations to LCRA hereunder. Customer agrees that it will not request Services for which funds have not been appropriated and are not available.

(c) Payments made under this Proposal (1) are based on cost recovery, (2) will fairly compensate LCRA for the Services, and (3) will be made from current revenues available to Customer.

20. **Survival.** Termination or expiration of this Proposal will not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Proposal. Without limiting the generality of the foregoing, the following sections will survive the termination or expiration of this Proposal: Costs; Invoicing, Warranty; Disclaimer, Environmental Conditions, Schedule, Limitation of Liability, Choice of Law; Venue; Waiver of Jury Trial, Ownership, Confidentiality, and Municipally Owned Utilities

NB 23-142

**INTERLOCAL COOPERATION AGREEMENT
FOR RADIO SERVICES AND EQUIPMENT
BETWEEN CITY OF NEW BRAUNFELS, TEXAS
AND LOWER COLORADO RIVER AUTHORITY**

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between, as Parties, the Lower Colorado River Authority ("LCRA"), a local government, being a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution, and the City of New Braunfels, Texas ("USER"), a local government of the State of Texas, to be effective for all purposes as of June 13, 2023 (the "Effective Date"). (LCRA and USER may also be referred to herein individually as a "Party" and collectively as the "Parties.")

RECITALS

WHEREAS, LCRA is authorized by law to own, operate and maintain electric generation and transmission facilities for the benefit of its customers and the general public;

WHEREAS, LCRA's electric system includes a communications network, including a regional, trunked radio system ("Trunked Radio System"), which has been installed for LCRA's use within LCRA's service area for purposes of communications to support its statutory purposes and in conjunction with providing electric power and energy in Texas, public safety, and emergency services;

WHEREAS, LCRA is authorized by law to license peace officers for the protection of property and the general public and the enforcement of state law and LCRA's rules and regulations;

WHEREAS, LCRA holds certain frequency licenses from the Federal Communications Commission ("FCC") for operation of the Trunked Radio System by mobile radio services for public safety and business purposes and pursuant to statutes and applicable FCC rules enabling LCRA to provide community assistance and economic development;

WHEREAS, USER is authorized by law to provide public services, including law enforcement, transportation services, and emergency services;

WHEREAS, the Trunked Radio System has the current capacity to serve the needs of LCRA and others requiring a Trunked Radio System for public safety, local government purposes, and other purposes in compliance with applicable FCC statutes, rules, and licenses and to provide a key communications link between public safety entities;

WHEREAS, USER and LCRA wish to establish this Agreement allowing LCRA to provide communications equipment, facilities, and technical services required for the installation and operation of dispatchable mobile radio equipment, as more specifically set

NB 23-142

out herein, to assist USER with deploying and maintaining radio communications for public safety operations, interlocal response to catastrophic or large-scale incidents or natural disasters, and radio communications coordination support for local, state, tribal, and federal agencies in the State;

WHEREAS, it would be a benefit to USER to receive Radio Services (as defined below) on LCRA's Trunked Radio System on a non-profit, cost-shared basis without investing the substantial capital cost required for a completely separate infrastructure and by sharing the cost of the existing and planned Trunked Radio System;

WHEREAS, LCRA has secured FCC radio licenses and, under Section 90.179 of the FCC's rules, (47 C.F.R. § 90.179), is able to share stations in order to serve eligible users throughout its electric, transmission, and water service territory; and

WHEREAS, the Parties are authorized to enter into this Agreement under Chapter 791 of the Texas Government Code, commonly referred to as the Interlocal Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. ACCEPTANCE; USER'S ACCESS TO TRUNKED RADIO SYSTEM

1.1 This Agreement, including Attachments A and B, is a contract for LCRA to provide Services (as defined below) and equipment to USER when accepted in writing by an authorized representative of USER. It is agreed that the provision of Services is made only on the terms and conditions herein. LCRA shall not be bound by the terms and conditions in USER's purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of Services hereunder shall constitute an acceptance of these terms and conditions by USER.

1.2 Access to the Trunked Radio System consists of USER's right to use certain facilities and capabilities of the Trunked Radio System, as described in the Attachments ("Radio Services"), in consideration for USER's payment of the monthly service and usage fees as set out in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Only the features and capabilities selected by USER shall be enabled. Changes or modifications to Radio Services provided hereunder may require modification of system parameters, which will be subject to Additional Service (as defined below) charges as set forth in a separate quote, proposal, or estimate. Upon the Effective Date of this Agreement, USER's equipment will be activated following: (i) registration of LCRA-authorized identification numbers of each USER unit, and (ii) LCRA's certification of the equipment installation and operator training.

NB 23-142

1.3 USER expressly understands that LCRA, as an FCC licensee, will supervise USER's activities pursuant to this Agreement, and that LCRA will retain control over all aspects of the operation of the Trunked Radio System, as required of a licensee under the FCC's rules and regulations. USER expressly acknowledges that all shared transmitters must be subject to LCRA's control.

2. SERVICES; COST-SHARED BASIS FOR RADIO SERVICES

2.1 RADIO SERVICES. USER may select from the menu of Radio Services offered by LCRA which are set forth on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) may be amended from time to time upon mutual agreement of the Parties provided that such amendments are in writing and signed by authorized representatives of USER and LCRA. USER agrees to pay for the Radio Services and features indicated on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), on a non-profit, cost-shared basis in accordance with Section 90.179 of the rules of the FCC, 47 C.F.R § 90.179. USER shall be billed in accordance with Section 3 of this Agreement.

LCRA acknowledges the beneficial use of the New Braunfels Utilities ("NBU") tower for LCRA's 900 MHz Trunked Radio System site. In agreement with NBU, LCRA shall credit USER for air-time Radio Service in exchange for this tower usage (the "Radio Service Credit"). The monthly Radio Service Credit will be the difference between what the tower usage would normally cost LCRA to lease, and the actual cost for LCRA to occupy such tower. Currently, the amount of the Radio Service Credit amounts to \$1,300.00 per month.

2.2 All Radio Service fees to be paid to LCRA by User are intended to recover a portion of the operation and maintenance expenses and capital expenditures associated with the Trunked Radio System.

2.3 ADDITIONAL SERVICES. In addition to the Radio Services described above, LCRA is able to procure equipment and provide installation, maintenance, and related services under this Agreement ("Additional Services") (Additional Services together with Radio Services, are referred to herein as the "Service" or "Services"). These Additional Services shall be performed either by LCRA's personnel or through independent contractors hired by LCRA. The cost of equipment User has agreed to purchase shall be set forth in the respective quote, proposal or estimate sent by LCRA to USER

3. SERVICE RATES, CHARGES AND TERMS

3.1 Radio Service

3.1.1 LCRA shall provide the Radio Services selected by USER on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) at the rates

NB 23-142

and charges shown therein. The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) shall include: (i) USER's monthly Radio Service fee for use of the Trunked Radio System, and (ii) rates and charges for optional features. USER shall notify LCRA in writing within thirty (30) calendar days of any changes in the number of radios or equipment on which it is receiving Radio Service; such notice shall only be considered valid if provided to LCRA on the form attached hereto as Attachment B.

3.1.2 It is agreed that LCRA may at any time modify the fees and rates included in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) by giving USER written notice of the modified amount at least sixty (60) days in advance of the date on which the modified fees are to become effective. However, during the Initial Term (as defined below), fees and costs for Radio Service in effect on the Effective Date of this Agreement shall not be increased except by mutual agreement of the Parties.

3.2 Additional Services

3.2.1 The charges, costs and fees for Additional Services shall be set out on separate quotes, proposals or estimates to be sent by LCRA to USER.

3.3 Invoicing. The monthly Radio Service fee associated with USER's access to the Trunked Radio System shall be invoiced at the end of each monthly billing cycle (the "Monthly Radio Service Invoice"). LCRA may also include on a Monthly Radio Service Invoice any fees, charges or costs for Additional Services provided by LCRA to USER. However, Additional Services may be invoiced separately from the Monthly Radio Service Invoice. Payment for any invoice sent by LCRA to USER under this Agreement (whether that is a Monthly Radio Service Invoice, a separate invoice for Additional Services, an invoice containing both, or other) shall be due within thirty (30) days of receipt of such invoice by USER. Late payments shall be subject to interest or reasonable service charges. The User acknowledges that any payments made under this Agreement are made from current revenues available to it as required by the Interlocal Cooperation Act. Any disputes related to invoiced amounts must be submitted by the USER to LCRA in writing within 30 days of receipt of the disputed invoice. Failure of LCRA to send or for USER to receive an invoice shall not relieve USER from payment of any fees due.

4. MAINTENANCE OF USER EQUIPMENT

4.1 FCC regulations and proper operation and maintenance of the Trunked Radio System require periodic equipment testing for certain components of the Trunked Radio System. USER agrees to allow LCRA access to USER's equipment for frequency and channel maintenance checks of Trunked Radio System units at any reasonable time and place as requested by LCRA. USER shall pay LCRA for such maintenance in accordance with such reasonable charges and costs to be determined at such time and to be set forth in a separate quote, proposal or estimate. At USER's option, USER shall have the right to engage other maintenance suppliers, subject to LCRA's approval, to maintain USER's equipment in accordance with the regulations of the FCC and the proper operation and maintenance of the Trunked Radio System. USER acknowledges that LCRA will

NB 23-142

supervise the technical aspects of USER's activities or other maintenance suppliers in accordance with Section 1.3.

5. EXPANSION OF TRUNKED RADIO SYSTEM

5.1 LCRA may, at its sole and exclusive discretion, provide Radio Services to other participants on the Trunked Radio System. The provision of Radio Services to other participants and expansion of the system will not diminish the capability of USER to use the Trunked Radio System as contemplated in this Agreement. USER acknowledges and agrees that LCRA has or will expand the area covered by its Trunked Radio System. The execution of agreements with other participants may, at the sole option of LCRA, expand the area covered by the Trunked Radio System and may also result in the availability of additional Radio Services to some or all participants. USER acknowledges that LCRA has previously entered into other Interlocal Cooperation Agreements for Mobile Radio Services and Equipment or similar agreements to provide Radio Services to certain governmental entities and other utilities and intends to expand the number of users by entering into new agreements in the future.

6. TERM - AUTOMATIC RENEWAL

6.1 The initial term of this Agreement shall commence on the Effective Date and shall terminate five (5) years after the Effective Date (the "Initial Term"), unless automatically extended as provided below. This Agreement shall automatically extend beyond the Initial Term under the terms and conditions, rates, and charges then in effect for successive one (1) year periods provided that either Party may terminate this Agreement: (i) at the end of the Initial Term of this Agreement by giving to the other party written notice at least ninety (90) days prior to the end of the Initial Term or (ii) by giving to the other party written notice at least ninety (90) days prior to the end of any one (1) year extension; and, provided further, that this Agreement shall terminate automatically if the frequency authorization(s) (which may be held by LCRA) under which USER then presently operates is (are) terminated or are revoked by the FCC or otherwise.

6.2 The rates, charges, and fees due and payable by USER for any annual extension shall be the same as made during the preceding term unless LCRA notifies USER of any changes pursuant to the provisions of Section 3.1.2 for Radio Service.

6.3 Funding. If USER funds are utilized to fund any part of this Agreement, LCRA understands that those USER funds for the payment for Services provided by LCRA under this Agreement have been provided through USER's budget approved by its City Council (or other governing body) for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. USER cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. LCRA acknowledges and agrees that it will have no recourse against USER for its failure to appropriate funds for

NB 23-142

the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed.

7. SERVICE INTERRUPTIONS; INTERFERENCE

7.1 LCRA shall have the right, in cooperation with USER's needs, to plan and schedule system outages for purposes of system maintenance, equipment calibration, and similar necessities. Except for such planned outages, LCRA shall credit USER with one day of Radio Service for any Radio Service outage that exceeds four (4) hours in duration, provided that USER promptly notifies LCRA of the outage. If a Radio Service outage exceeds twenty-four (24) hours, LCRA shall credit USER a full day for each partial day of outage. Credit for outages, which shall be subject to LCRA's verification, shall appear in the monthly invoice.

7.2 In the event of an emergency, as declared by LCRA or LCRA's Trunked Radio System administrator, LCRA reserves the right to reallocate Radio Service priorities for the duration of the emergency.

7.3 USER agrees to refrain from any action, mode of operation, or equipment configuration that interferes with or causes signal degradation with the Trunked Radio System, and to notify LCRA of any conditions likely to cause interference.

8. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

8.1 This Agreement is a privilege for the personal benefit of USER and may not be assigned in whole or in part by USER to any other person or entity without the prior written consent of LCRA, and provided that no such assignment of this Agreement shall be effective unless assignee shall assume in writing the obligations of the assignor under this Agreement or enters into a new written agreement with LCRA. LCRA reserves the right to assign this Agreement or subcontract any of its obligations hereunder. This Agreement is entered into for the sole benefit of the Parties. Nothing in this Agreement shall be construed as conferring any rights, benefits, remedies, or claim upon any person or entity not a Party to this Agreement. Any assignment entered into in violation of the provisions of this Section shall be void.

9. COVERAGE

9.1 USER acknowledges that one hundred percent (100%) radio signal coverage at all times for the areas covered by the Radio Services being provided under this Agreement is both improbable and impracticable. Testing and experience with actual field conditions indicate adverse radio wave propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt Radio Services at any time. USER agrees that such events are beyond the reasonable control of LCRA, and agrees that other causes beyond the reasonable control of LCRA include, but are not limited to, motor ignition and other electrical noise that could be minimized by corrective devices at USER's expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately

NB 23-142

ninety percent (90%) of the time, though LCRA is under no obligation hereunder to provide such communication performance.

9.2 USER further acknowledges and agrees that LCRA is not providing a warranty of radio signal coverage and that the inability of LCRA to provide such radio signal coverage will be subject to the limitation of liability set forth in Sections 12, 13, and 14.

10. DEFAULT AND REMEDIES

10.1 If USER fails to timely make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by LCRA to USER of such breach, USER shall be deemed in default under this Agreement. If a Party should be in default and if the other Party has performed all of its material obligations hereunder, the non-defaulting Party shall deliver written notice to the defaulting Party describing such default. If the default continues for more than one month after delivery of the notice (or such time as necessary to correct the default with due diligence), the non-defaulting Party may immediately terminate this Agreement and pursue its remedies as provided below or as otherwise provided at law or in equity.

10.2 Notwithstanding the above, LCRA shall have the right to immediately terminate USER's Service at any time for USER's failure to use the Trunked Radio System in accordance with rules and regulations of the FCC or USER's failure to use the Trunked Radio System in accordance with applicable laws and regulations. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable immediately.

10.3 In the event LCRA has the right to immediately terminate either Service in its entirety or, as to USER, this Agreement, LCRA may retain all payments made hereunder, disconnect and deny USER any Service provided by the Trunked Radio System or equipment identified herein, and impose a separate charge for disconnect and a separate charge for any reconnect expenses. If disconnect takes place and the equipment requires reprogramming, USER will also be subjected to additional costs for reprogramming its equipment. Each and all of the rights and remedies of LCRA hereunder are cumulative to and not in lieu of each and every other such right and remedy and every other right and remedy afforded by law and equity.

11. WARRANTIES

11.1 LCRA warrants that its management and operation of the Trunked Radio System will comply with reasonable and standard industry practices. LCRA further warrants that it will operate the Trunked Radio System in compliance with all applicable statutes, laws, ordinances, rules and regulations, including, but not limited to, those of the FCC (such as frequency and eligibility requirements).

NB 23-142

11.2 USER agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC (such as waiver and eligibility requirements), and (b) to operate the equipment so as not to cause undue interference with any other participants using the Trunked Radio System. LCRA will provide USER with copies of the relevant FCC rules and compliance information upon request. USER recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, LCRA in its sole discretion has the right without liability to modify this Agreement to comply with any such changes. USER further warrants to LCRA that it will operate the equipment for the purposes contemplated by this Agreement, and that USER shall not resell Radio Service, interconnect, nor patch any equipment with another radio user or another radio system without written consent of LCRA.

11.3 No other warranties, express or implied, are given by either Party.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

12.1 USER acknowledges and agrees that LCRA is not the manufacturer of equipment, and LCRA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or Service (whether purchased or leased by USER from LCRA or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. LCRA, to the extent permitted by law, assigns to USER any and all manufacturers' warranties relating to equipment purchased by LCRA, if any, and USER acknowledges receipt of any and all such manufacturers' warranties.

12.2 USER acknowledges and agrees that its sole and exclusive remedy in connection with any defects in any equipment, including manufacture or design, shall be against the manufacturer of the equipment under the manufacturers' warranties and that LCRA shall have no liability to USER in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or service provided hereunder. Without limiting the above, LCRA shall have no liability or obligation to USER, in either contract or tort or otherwise, for special, incidental, indirect, punitive or consequential damages of any kind incurred by USER, such as, but not limited to, claims or damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by USER directly or indirectly resulting from or related to any equipment or Service described hereunder, whether or not caused by LCRA's negligence, to the full extent same may be disclaimed by law. Any references to equipment in this paragraph shall be deemed to apply to all equipment purchased by USER or leased by USER from LCRA, if any, or another lessor. Notwithstanding the above limitations, LCRA shall be liable for the cost of restoration, repair, or replacement of any USER-owned facilities to the extent such facilities are damaged or destroyed as a direct result of a grossly negligent or willful act of LCRA.

13. INTERRUPTION OF SERVICE; FORCE MAJEURE

13.1 Except for actions required by this Agreement, LCRA shall not be liable to USER or any other person for any loss or damage, regardless of cause. LCRA shall not be

NB 23-142

responsible or liable for any delay or failure in its performance under this Agreement to the extent such delay or failure is caused by conditions or events of Force Majeure. The term "Force Majeure" means causes or events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; a slow down or labor disruptions at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak. In the event of any failure or delay attributable to the fault of LCRA or its subcontractors, USER's sole remedy shall be limited to a credit for Radio Service as is more fully described in Section 7.1.

14. LIMITATIONS OF LIABILITY; INDEMNIFICATION

14.1 USER understands that (a) alternative means of communication are available to USER; (b) occasional interruption or irregularities in the Service may occur; and (c) any potential harm from interruptions or irregularities in the Service is speculative in nature. LCRA cannot offer the Service at rates which reflect its value to each user, and LCRA assumes no responsibility other than that contained in this Agreement. Accordingly, USER agrees that, except as limited by law, LCRA's sole liability for loss or damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in the Service or transmission of Service provided by LCRA or any carrier, or for losses or damages arising out of the failure of LCRA or any carrier to maintain proper standards or maintenance and operation shall be a credit for Radio Service as set forth in Section 7.1. Notwithstanding any other provisions of this Agreement, *neither Party shall be liable to the other for any special, incidental, consequential, punitive or indirect damages or for any loss of use, revenue, or profit* suffered by the other Party, its successors or assigns, customers or affiliates in connection with any breach of obligation under this Agreement, nor as a result of premises defect, condition or use of real or personal property, interference, failure or unavailability of any equipment, facility or Service to be provided by LCRA under this Agreement, or under any other circumstance.

14.2 USER acknowledges that the Radio Service provided hereunder uses radio channels to transmit voice and data communications and that the Radio Service may not be completely private. LCRA is not liable to USER for any claims, loss, damages or cost which may result from lack of privacy on the system.

14.3 **TO THE EXTENT ALLOWED BY LAW, USER HEREBY AGREES TO INDEMNIFY AND SAVE LCRA HARMLESS AGAINST CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OR COPYRIGHT FROM THE MATERIAL, IN ANY FORM, TRANSMITTED OVER THE RADIO SYSTEM BY USER OR THOSE USING USER'S EQUIPMENT; AGAINST CLAIMS FOR INFRINGEMENT OF PATENTS ARISING FROM COMBINING OR USING APPARATUS OR SYSTEMS OF USER WITH THE**

NB 23-142

FACILITIES OF LCRA OR ANY CARRIER; AND AGAINST ALL OTHER CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF USER IN CONNECTION WITH THE FACILITIES OR SERVICE PROVIDED BY LCRA.

14.4 LCRA is not liable for any damage, accident, injury or the like occasioned by the use of Radio Service or the presence of equipment, including radio handsets and other devices, facsimile units, and ancillary equipment of either Party except as provided herein. LCRA is not liable for any defacement or damage to USER's motor vehicles or any personal or real property resulting from the installation or presence of radio and ancillary equipment.

14.5 The liability of LCRA in connection with Services provided is subject to the foregoing limitations, and LCRA makes no warranties of any kind, expressed or implied, as to the provision of such Services.

14.6 USER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LCRA, ITS OFFICERS AND EMPLOYEES, TO THE FULL EXTENT PERMITTED BY LAW FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING LEGAL AND ATTORNEY FEES, OF ANY NATURE ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY OR WRONGFUL DEATH TO USER (INCLUDING USER'S EMPLOYEES, OFFICERS, AGENTS OR SUBCONTRACTORS) OR OTHERS IN THE USE OR OPERATION OF ANY EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA OR USED IN CONJUNCTION WITH SUCH EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA AND ARISING OUT OF THE MANUFACTURE, PURCHASE, OPERATION, CONDITIONS, MAINTENANCE, INSTALLATION, RETURN OR USE OF THE EQUIPMENT OR SERVICE OR ARISING BY OPERATION OF LAW, WHETHER THE CLAIM IS BASED IN WHOLE OR IN PART ON NEGLIGENT ACTS OR OMISSIONS OF LCRA, ITS AGENTS OR EMPLOYEES. THIS PROVISION SHALL NOT APPLY TO DAMAGES TO FACILITIES OF USER AS PROVIDED IN PARAGRAPH 12.2.

14.7 Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of criminal laws.

15. NOTICES

15.1 Any notice or demand required or permitted to be made hereunder shall be made by certified or registered mail to the addresses given on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices or demands shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, facsimile transmission, overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid.

NB 23-142

16. NO COMMON CARRIER OFFERING

16.1 With respect to Services contemplated by this Agreement, neither USER nor LCRA shall make, or hold itself out as making, a common-carrier offering of communication or telecommunication services.

17. TAX CODE CONSEQUENCES.

17.1 The relationship of the Parties shall not be treated as a partnership, joint enterprise, or other taxable entity for any purpose, including liability under the United States Internal Revenue Code (the "Code"). No provision of the Agreement shall be construed to create an association, joint venture, trust, or partnership with regard to the other Party. The Parties agree to take appropriate actions, including appropriate elections under Section 761 of the Code, to exclude the application of the partnership provisions of the Code.

17.2 Each Party shall be responsible for the payment of its own tax liabilities arising from this Agreement.

18. AMENDMENT; WAIVER; SEVERABILITY; GOVERNING LAW

18.1 Except for revisions of the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), additions of additional participants and users or the expansion provisions set forth in Section 5, amendments to or modification of this Agreement shall be in writing and signed by authorized representatives of the Parties. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Agreement supersede other agreements, written or oral, between the Parties regarding the subject of this Agreement. Should a court of competent jurisdiction find any part of this Agreement invalid or unlawful, the remainder of this Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

19. NO ORAL AGREEMENTS OR PRIOR AGREEMENTS.

19.1 The parties agree that this Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement and any other writings, understandings, oral representations or contracts for Service, if any, shall be deemed to be terminated, void and ineffective from the Effective Date of this Agreement, except for charges and fees incurred and remaining unpaid under any previous agreement.

LCRA and USER hereby agree that the Additional Interlocal Participant Agreement between the Parties dated as of August 1, 2000 (the "Additional Participant Agreement") is terminated as of the Effective Date, and that this Agreement supersedes,

terminates, and replaces any and all agreements, obligations, and covenants between the Parties arising from such Additional Participant Agreement.

20. REVIEWS

20.1 The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the Services provided under this Agreement. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property of the loaning Party and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and Services.

21. Confidentiality

21.1 The Parties agree that they and their employees have kept and will keep confidential any and all documents or information obtained for from the other Party that is identified as confidential information ("**Confidential Information**"). Confidential Information shall include, but is not limited to, the pricing and competitive business provisions of this Agreement, as well as technical data, summaries, reports or information acquired or developed during the negotiations and performance of this Agreement. The Parties agree that they have not and will not (a) use the Confidential Information for any purpose other than to perform their respective obligations under this Agreement or (b) reveal the Confidential Information to any persons not employed by the other receiving Party except (i) at the written direction of such the disclosing Party; (ii) in compliance with law including the Texas Public Information Act, in which event the Party required to disclose information shall promptly notify the other Party, if possible, prior to making any disclosure and shall seek lawful protection for the confidentiality of such information; (iii) as part of its normal reporting or review procedure to its parent company, auditors, regulators and attorneys; (iv) where such information is part of the public domain; (v) where such information was previously disclosed by the other disclosing Party without any confidentiality restrictions; or (vi) to potential investors, insurers or financing entities or their agents, representatives or consultants, provided that such persons agree to be bound by the provisions of this Section 21 or by an agreement containing confidentiality provisions substantially similar to those set forth herein. This confidentiality provision shall be effective for two years after termination of the Agreement; provided, however, that the receiving Party's obligations of confidentiality with respect to trade secrets disclosed by the disclosing Party shall last indefinitely.

Notwithstanding anything to the contrary herein, if a separate non-disclosure agreement or confidentiality agreement ("**NDA**"), between the Parties exists and applies to confidential information related to or arising from this Agreement the provisions of such NDA shall govern with respect to the confidentiality obligations of the Parties.

22. INTERLOCAL CERTIFICATION

22.1 The Parties certify that (1) the Services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; (2) the proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions, and (3) the

Services, supplies, or materials contracted for are not required by Article XVI, Section 21 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

23. CRITICAL INFRASTRUCTURE RESTRICTIONS

23.1 "**Critical Infrastructure**" means, for the purpose of this section only, any communications infrastructure system, cybersecurity system, electric grid and associated software and hardware, hazardous waste treatment system, or water treatment facility.

"**Designated Country**" means China, Iran, North Korea, Russia, or another country designated by the Governor of the State of Texas pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116.

"**Restricted Entity**" means an entity:

Owned by, or the majority of stock or other ownership interest is held or controlled by:

- Individuals who are citizens of a Designated Country;
- A company or other entity, including a governmental entity, that is owned or controlled by citizens of, or that is directly controlled by the government of, a Designated Country; or
- Headquartered in a Designated Country.

Pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116, LCRA is prohibited from entering into certain contracts that provide any Restricted Entity with remote or physical access to LCRA Critical Infrastructure. If any remote or physical access to LCRA Critical Infrastructure is within the scope of this Agreement, User represents and warrants that it is not a Restricted Entity.

NB 23-142

Executed to be effective on the Effective Date set out in the first paragraph above.

Agreed by:

Lower Colorado River Authority:

By: Erik Andersen
Erik Andersen (Jun 29, 2023 11:54 CDT)



Name: Erik Andersen

Title: Vice President, Telecom Business Development

USER

City of New Braunfels, Texas:

By: Robert Camareno



Name: Robert Camareno

Title: City Manager



ATTACHMENT A

Radio System Pricing Schedule

PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT)

CITY OF NEW BRAUNFELS, TEXAS

AGENCY ADDRESS

550 LANDA STREET

CITY NEW BRAUNFELS	STATE TX	ZIP 78130	PHONE 830-221-4388
-----------------------	-------------	--------------	-----------------------

CONTACT NAME Yvette Alvarado	PHONE 830-221-4388
---------------------------------	-----------------------

BILLING ADDRESS, IF DIFFERENT FROM ABOVE [REDACTED]	EMAIL ADDRESS FOR INVOICING accounting@newbraunfels.gov
--	--

CITY NEW BRAUNFELS	STATE TX	ZIP 78130	TAX EXEMPT? (Y/N) Y	FEDERAL TAX ID 74-6001774
-----------------------	-------------	--------------	------------------------	------------------------------

PURCHASE ORDER	Yes-always	EFFECTIVE DATE 10/1/2023		
----------------	------------	-----------------------------	--	--

LCRA Radio System Pricing Schedule	Cost per Unit Per Month	Customer Elections
---------------------------------------	----------------------------	-----------------------

Mobiles	\$20.00	X
Portables	\$20.00	X
Desktop Control Station	\$20.00	X
Symphony Console	\$100.00	X
Conventional Interface	\$50.00	X
BeOn Monthly Service	\$10.00	
BeOn Activation (One-time per device)	\$300.00	
Data Modem	\$10.00	

OPTIONS

AVPN Network (split between New Braunfels Police \$280 and Fire \$280)	\$560.00	X
DATA - Status Messaging	\$10.00	
DATA - AVL	\$10.00	

Please Note:

2022 monthly rates will continue to be billed through September 30, 2023.

LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Only the features and capabilities selected by customer under Customer Elections shall be enabled.

Specifics of services provided hereunder (including quantities) is subject to modification based on customer needs.

For Notification Purposes as per section 15.1 of the agreement, LCRA's address is:

Telecom Business Development Manager, Mailstop T099

3505 Montopolis Drive

Austin, TX 78744

NB 23-142 LCRA-PE Agreement-LCRA Legal Stamped

Final Audit Report

2023-06-29

Created:	2023-06-29
By:	Amanda Huston (Amanda.Huston@LCRA.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-5opbtNiJn4LU7otD-uj1U77RNWxAg1K

"NB 23-142 LCRA-PE Agreement-LCRA Legal Stamped" History

- 📄 Document created by Amanda Huston (Amanda.Huston@LCRA.ORG)
2023-06-29 - 4:45:20 PM GMT
- ✉️ Document emailed to Erik Andersen (erik.andersen@lcra.org) for signature
2023-06-29 - 4:47:39 PM GMT
- 📥 Email viewed by Erik Andersen (erik.andersen@lcra.org)
2023-06-29 - 4:53:58 PM GMT
- ✍️ Document e-signed by Erik Andersen (erik.andersen@lcra.org)
Signature Date: 2023-06-29 - 4:54:33 PM GMT - Time Source: server
- ✅ Agreement completed.
2023-06-29 - 4:54:33 PM GMT



Adobe Acrobat Sign

1/26/2026

Agenda Item No. F)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Approval of seven (7) appointments to the Downtown Parking Revenue Advisory Standing Committee to include: Fred Heimer (term expires 11/30/27) and Angie Martinez (term expires 11/30/26) to the City Resident seats, Lindsey Gillum (term expires 11/30/26) and Peter Landerman (term expires 11/30/27) to the Downtown Property/Business Owner seats, Sammie Martinek (term expires 11/30/26) as the Chamber/CVB Representative seat, Jennifer Wilson (term expires 11/30/27) to the Downtown Association Board Representative seat, and Chris Snider (term expires 11/30/26) to the Downtown Board Representative Seat.

DEPARTMENT: City Secretary**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

The New Braunfels Downtown Board is permitted to create Standing Committees to direct duties and oversight of Downtown related matters. The Downtown Board met at a special-called meeting on November 18, 2025 and voted unanimously to create a Downtown Parking Revenue Standing Committee. Comprised of seven members, with two-year terms served staggered (some serving one year to start), members would include: 1 Chamber/CVB Representative, 1 Downtown Association Board Member, 1 New Braunfels Downtown Member, 2 business representatives/downtown property owners, and 2 City residents serving at large. The Committee will advise the Downtown Board and meet no less than twice per fiscal year. Duties of the committee include creating a plan for parking revenue reinvestments into Downtown.

The City Secretary's Office opened applications from November 24, 2025, to January 5, 2026. The City Council Ad Hoc committee met on January 13, 2026, and reviewed all applicants and recommended the following:

City Resident Seat (At Large), term expires 11/30/2027: Fred Heimer

City Resident Seat (At Large), term expires 11/30/2026: Angie Martinez

Downtown Property/Business Owner Seat, term expires 11/30/2026: Lindsey Gillum

Downtown Property/Business Owner Seat, term expires 11/30/2027: Peter Landerman

Chamber/CVB Representative Seat, term expires 11/30/2026: Sammie Martinek

Downtown Association Board Representative Seat, term expires 11/30/2027: Jennifer Wilson

Downtown Board Representative Seat, term expires 11/30/2026: Chris Snider

ISSUE:

Appointments to the Downtown Parking Revenue Advisory Standing Committee require Council approval.

STRATEGIC PLAN REFERENCE: Economic Mobility Enhanced Connectivity Community Identity Organizational Excellence Community Well-Being N/A

FISCAL IMPACT:

There is no fiscal impact for appointing applicants to this Committee

RECOMMENDATION:

Staff recommends approval of the seven (7) applicants as listed above.

1/26/2026**Agenda Item No. G)****PRESENTER:**

Osbaldo Flores, Chief of Police

SUBJECT:

Approval of an Interlocal Agreement between the City of New Braunfels Police Department and Hill Country Community MHMR Center to provide city mental health support services.

DEPARTMENT: Police Department

COUNCIL DISTRICTS IMPACTED: All Districts

BACKGROUND INFORMATION:

The New Braunfels Police Department seeks to build upon their partnership with Hill Country Community MHMR Center to develop and implement an Embedded Mental Health Professional within the department's Dispatch Center. This pilot program aims to enhance collaboration by providing faster referrals to mental health services and improving our collective ability to de-escalate individuals experiencing mental health crises. Initially, the embedded professional would handle diverted, non-emergency mental health calls that pose no immediate risk, ensuring individuals are connected to appropriate care while allowing police resources to focus on higher-risk calls.

Through this partnership, the department will monitor key performance metrics to assess effectiveness and make data-driven improvements. This collaborative initiative will strengthen our community's mental health response, improve outcomes for individuals in crisis, and enhance continuity of care and follow-up services provided by Hill Country Community MHMR.

ISSUE:

Approval of an Interlocal Agreement to establish the terms and conditions under which the New Braunfels Police Department and Hill Country Community MHMR Center will collaborate for the provision of a Comal County Mobile Crisis Outreach Program for Comal County.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

Staff recommends the approval of an Interlocal Agreement between the City of New Braunfels Police Department and Hill Country Community MHMR Center to provide city mental health support services.



**Interlocal Agreement
Between
Hill Country Community MHMR Center
And
New Braunfels Police Department
Contract No. 2026-000232**

This Interlocal Agreement ("Agreement") is made and entered into and effective as of September 19, 2025 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between, Hill Country Community MHMR Center (the "HCCMHMRC"), established pursuant to provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992) as amended and New Braunfels Police Department (the "Agency"), a political subdivision of the State of Texas. Center and Agency are hereinafter, collectively referred to as "Party" or "Parties."

Recitals

Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services.

The purpose of this Interlocal Agreement is to establish the terms and conditions under which the Agency and HCCMHMRC will collaborate for the provision of a Comal County Mobile Crisis Outreach Program for Comal County. This Agreement enables the HCCMHMRC to supplement and expand access to early mental health intervention, improved outcomes for individuals in a mental health crisis, and a collaborative approach to suicide prevention with the community.

Now, Therefore, for and in consideration of the mutual promises set forth below, HCCMHMRC and Agency agree as follows:

1. Parties Responsibility and Services

1.1. The HCCMHMRC agrees to provide:

1. Recruitment & Staffing
 - Hire, employ, and supervise a credentialed Embedded Qualified Mental Health Professional (QMHP) to work full-time within the New Braunfels Police Department's dispatch center.
 - Ensure the Embedded QMHP meets all educational, credentialing, and training requirements (Qualified Mental Health Professional status, CPR, PMAB, etc.).
2. Clinical Services & Support
 - Provide real-time consultation to dispatchers regarding non-violent, non-emergent, behavioral health-related 911 calls.
 - Assist in triage, risk assessment, and crisis intervention, including linkage to Mobile Crisis Outreach Teams (MCOT), community providers, or telepsychiatry services as appropriate.



Mental Health

- Support development of individualized crisis safety plans and provide education on coping strategies and community resources.
- 3. Collaboration & Coordination
 - Ensure ongoing coordination with MCOT, first responders, emergency medical services, and community-based agencies to facilitate continuity of care.
 - Participate in regular joint team meetings, case reviews, and consultations with the Department.
 - Provide training and de-escalation support for dispatch staff handling mental health-related calls.
- 4. Reporting & Compliance
 - Collect, maintain, and report data regarding service delivery, outcomes, and program effectiveness to stakeholders as required by the grant.
 - Maintain confidentiality of all records and ensure compliance with HIPAA, Texas Health & Safety Code Chapter 611, Criminal Justice Information Services (CJIS) standards and applicable federal/state laws.
 - Participate in program evaluation, quality improvement, and grant reporting activities.

1.2. The Agency agrees to provide:

- 1. Workplace Integration & Support
 - Provide physical workspace, technology, and access to dispatch operations necessary for the QMHP to perform their duties.
 - Ensure dispatchers and supervisory staff collaborate with the QMHP and MCOT to integrate behavioral health triage into daily operations.
 - Ensure compliance with CJIS requirements and access to secure areas of the agency.
- 2. Operational Coordination
 - Facilitate QMHP involvement in triage and consultation on non-violent, non-emergent, behavioral health-related 911 calls.
 - Ensure QMHP participation in relevant departmental meetings, training, and response coordination activities.
 - Support co-responder efforts between dispatch, patrol units, and MCOT as appropriate.
- 3. Training & Joint Development
 - Include the QMHP in relevant law enforcement and dispatch trainings to promote coordinated crisis response practices.
 - Collaborate with the Center to identify ongoing training needs for dispatch staff regarding behavioral health crisis response.
- 4. Data & Evaluation
 - Provide the Center with non-confidential call data necessary for program evaluation and performance measurement, consistent with privacy and legal requirements.
 - Collaborate in documenting and analyzing the effectiveness of the embedded crisis response model.



1.3. Mutual Agreement

Center and Agency mutually agree to:

- A. To work cooperatively to meet all requirements of this Agreement.
- B. To foster a collaborative, trauma-informed approach that prioritizes safety, de-escalation, and access to treatment.
- C. To respect professional roles, responsibilities, and confidentiality obligations of both behavioral health and law enforcement staff.
- D. To conduct business in a professional and respectful manner, with disagreements elevated to management for resolution.
- E. That neither Party waives sovereign or governmental immunity, or any available defenses or remedies under Federal or Texas law.
- F. To meet regularly to review implementation, evaluate outcomes, and address operational challenges.
- G. To ensure that modifications to this Agreement are valid only if made in writing and executed by both Parties.
- H. To jointly promote public awareness of the program as a community resource for improving crisis response and suicide prevention in the City of New Braunfels.

2. Compensation

This Agreement does not authorize or require any exchange of funds between the Parties. Each Party shall be solely responsible for its own cost and expenses incurred in performing its obligations under this agreement.

3. Period of Performance

This agreement shall become effective **October 15, 2025** and remain in effect until **October 14, 2026** or until terminated by either party, without cause, after sixty (60) days written notice to the other Party

4. Cancellation of Agreement

If Notice of Termination has not been given by either Party by the time of expiration of the current term of this Agreement, this Agreement, subject to funding availability, may be renewed for a period agreeable to the Parties. Each Party shall have the opportunity to renegotiate terms sixty (60) days prior to the renewal date. Either Party may terminate this Agreement without cause by providing sixty (60) days' prior notice in writing to the other Party.

5. General Terms and Conditions

5.1. Governing Law

This Agreement is entered into under and pursuant to the laws of the State of Texas, and construed and enforceable in accordance with those laws, without regard to its conflict of law principles. The exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.



5.2. Relationship of Parties

HCCMHMRC, in the performance of its duties hereunder, is an Independent Contractor only, and not an agent, employee, partner or joint venture of or with Agency and nothing herein shall be deemed to create or imply any relationship other than that of an Independent Contractor.

5.3. Severability

If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

5.4. No Waiver of Immunities

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the PARTIES, their past or present officers, employees, or agents, not to create any legal rights or claim on behalf of any third PARTY. The PARTIES do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5.5. Dispute Resolution

In the event a dispute arises between the PARTIES involving the provision or interpretation of any term or condition of this AGREEMENT, and both PARTIES desire to attempt to resolve the dispute prior to termination or expiration of the Agreement or withholding payments. The PARTIES may refer the issue to a Dispute Resolution Panel (the "Panel") composed of the HCCMHMRC's Chief Executive Officer or designee and the Agency's designee, who shall adhere to the following steps:

- A. The Panel shall hold a conference within the time period mutually agreed upon by the PARTIES.
- B. The Panel shall make written recommendations concerning the resolution of the dispute based upon information presented by both PARTIES.
- C. The Panel serves as the final authority in the resolution process.
- D. Resolution must be documented, dated and maintained by both PARTIES.

5.6. Notices

All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

HCCMHMRC

Hill Country Community MHMR Center

C/O: Todd Citron, Chief Executive Officer

819 Water Street, Suite 300

Kerrville, TX 78028

Email/Phone: contracts@hillcountry.org / (830) 792-3300



Program Director

C/O: Anthony Winn
819 Water Street, Suite 300
Kerrville, TX 78028
Email/Phone: [\(awinn@hillcountry.org\)](mailto:awinn@hillcountry.org) / (512) 558-2048

AGENCY

New Braunfels Police Department
C/O: Police Chief Osbaldo Flores
3030 W. San Antonio Street
New Braunfels, Tx 78130
Email/Phone: oflores@newbraunfels.gov, (830) 221-4100

5.7. Legal Construction

In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

5.8. Amendment

No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the Agency and the HCCMHMRC or their successors and permitted assigns.

5.9. Exhibits

All Exhibits attached to this Agreement are incorporated by reference.

5.10. Counterparts

This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

5.11. Statutory Certification

Each Party represents and certifies that it is eligible to contract with a Texas unit of local government and is not prohibited from doing so under any applicable state or federal law. This includes, but is not limited to, compliance with Texas Government Code Chapters 2252, 2155, 2279, 2270, 2271, 2272, 2274, 669 and 673, relating to terrorism, human trafficking, foreign boycotts, foreign ownership, discrimination, debarment, firearm and energy industry restrictions, agricultural boycotts, and employment eligibility verification. Each Party further certifies that no facts exist that would disqualify it from contracting with HCCMHMRC of any change in status affecting these certifications.



5.12. Entire Agreement

This Agreement contains the entire Agreement between the Parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date, being the later of the dates executed below. Any oral representations or modifications concerning this Agreement will be of no force or effect except in a subsequent written modification executed by both Parties.

IN WITNESS WHEREOF, as evidenced by their signatures below, the PARTIES hereto have agreed to be bound by the terms of this Interlocal Agreement between the PARTIES.

SIGNATURE

Robert Camareno**FULL NAME**

DATE SIGNED

City Manager**TITLE**

SIGNATURE

Police Chief Osbaldo Flores**FULL NAME**

DATE SIGNED

Police Chief**TITLE**

SIGNATURE

Tod Citron**FULL NAME**

DATE SIGNED

Chief Executive Officer**TITLE**

1/26/2026

Agenda Item No. H)

PRESENTER:

Matthew Simmont, AICP, Planning Manager

SUBJECT:

Approval of an escrow deposit in the amount of \$109,056.24 in lieu of sidewalk construction along Loop 337 with the development of Lot 1, Perron Business Park Subdivision.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** 1**BACKGROUND INFORMATION:****Case No:** WVR25-405**Applicant:**

Julianna Kernahan

(519) 660-9261 | jkernahan@mlcoconstruction.com**Owner:**

Michael Mazzola

(409) 670-6258 | mmazzola@cobb fendley.com**Staff Contact:**

Dana Moses

(830) 221-4054 | dmoses@newbraunfels.gov

The Perron Business Park Subdivision is a 13.121-acre single lot located on the northwest corner of Altgelt Lane and Loop 337. The property is located within the city limits, and the final plat was recorded on November 18, 2016.

ISSUE:

On December 2, 2025, the New Braunfels Planning Commission approved a waiver requested by the property owner to not construct approximately 1,000 feet of sidewalk along the subject property's frontage on Loop 337 (a Subdivision Platting Code requirement) with the condition that funds be deposited into an escrow to allow for the city to construct a proportionate length of sidewalk where there is a need elsewhere in the city. The Transportation and Construction Services Department (TCS) developed the cost estimate for a proportionate amount of typical sidewalk construction within the city. The applicant has agreed to pay into an escrow fund that estimated amount of \$109,056.24.

COMPREHENSIVE PLAN REFERENCE:

- **Action 1.12:** Collaborate with internal and external partners and stakeholders to identify and connect sidewalk and bicycle lanes to trails to improve access and connectivity to key hubs and desirable destinations, i.e. downtown, dining and shopping areas, rivers, parks, Wurstfest, Gruene, Headwaters at the Comal, Das Rec, etc.

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 2.12:** Use trails, shuttles and complete streets to connect existing and new destinations/experiences.
- **Action 3.19:** Improve walkability across town to attract younger generations seeking pedestrian connections.
- **Action 7.21:** Ensure there is connected multi-modal access to all public facilities and from all parts of town.
- **Action 7.42:** Develop the landscaping and green spaces, particularly those along or adjacent to highways, with walkable infrastructure to provide safe access for pedestrians and bicyclists with no back-end parking.

STRATEGIC PLAN REFERENCE:

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

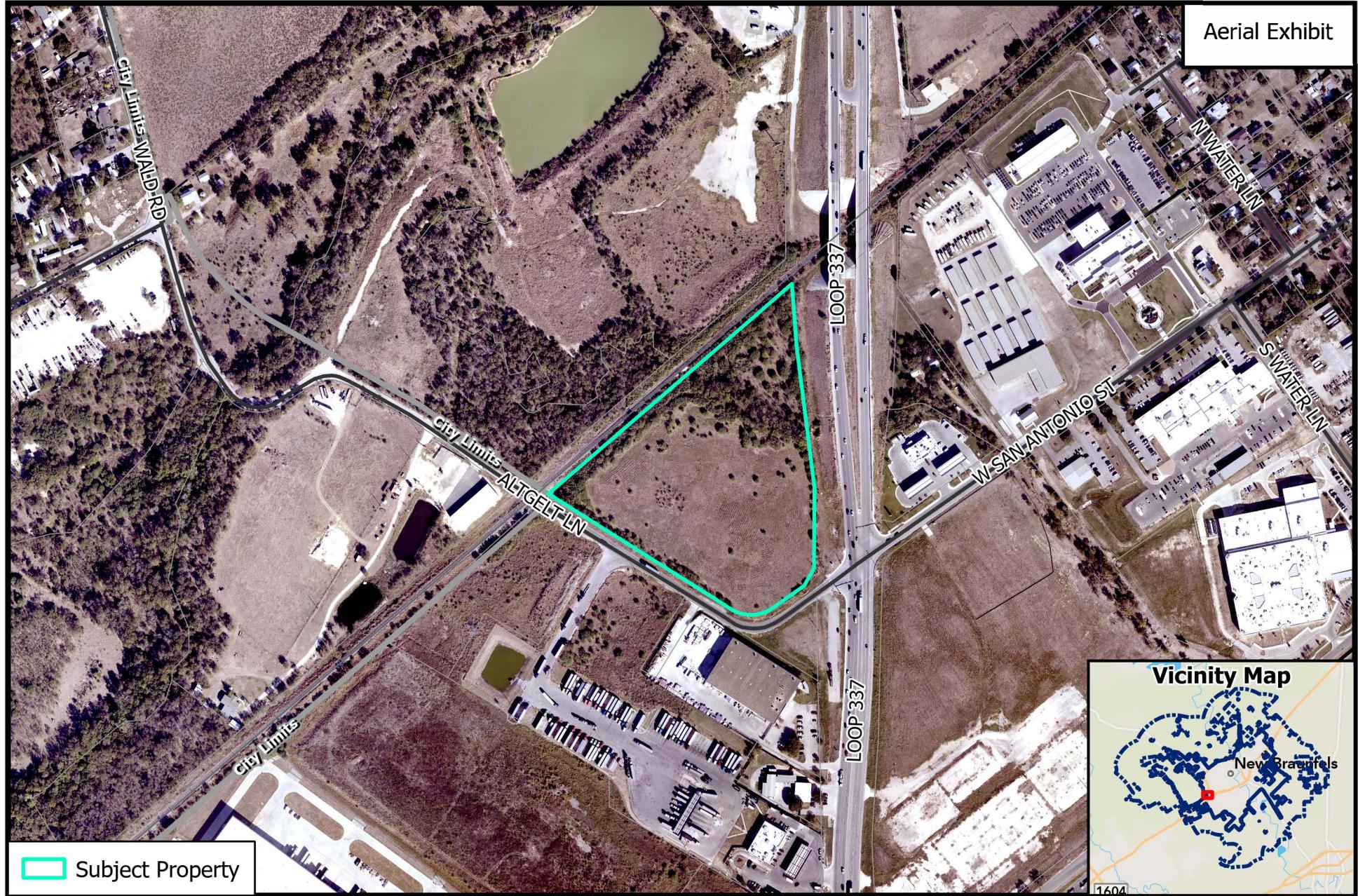
- **Enhanced Connectivity:** Identify and establish planning, capital, and operating funding to support and maintain a well-connected transportation network serving pedestrians, bicyclists, transit users, children, older individuals, individuals with disabilities, motorists, and freight vehicles.
- **Community Identity:** Allocate resources and recurring funding dedicated to community wide beatification and streetscape enhancement

FISCAL IMPACT:

An escrow deposit in the amount of \$109,056.24 will allow for a proportionate amount of sidewalk construction to occur in the city that will not have to be paid for by the taxpayers.

RECOMMENDATION:

Approval.



Path:
\\chfs-1\Departments\Planning\ColtonBarker\Dummy Maps\Sidewalk waiver for

WVR25-405 Sidewalk Waiver

Source: City of New Braunfels Planning
Date: 11/20/2025

0 260 520 Feet



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 an
else is at that party's risk and without liability to the City of New Braunfels. **58**



Subject Property along Loop 337





Sidewalk Escrow Fee

Development Name: Perron Business Park

Location: The Perron Business Park Subdivision consists of 13.121 acres and is located on the northwest corner of Altgelt Ln and Loop 337. It is in the city limits.

Applicant: Julianna Kernahan

Phone: (519) 660-9261

Email: jkernahan@mlcoconstruction.com

Owner: Michael Mazzola

Phone: (409) 670-6258

Email: mmazzola@cobb fendley.com

Escrow Description: Costs covering 1000 linear feet of concrete sidewalk, sodding, standing curb, associated construction components, and 10% contingency.

Cost Estimate

Materials					
ITEM*	DESCRIPTION	UNIT	QUANTITY	AVG COST	ITEM TOTAL
531-7001	CONC SIDEWALKS 4"	SY	670	\$73.72	\$49,392.40
162-7002	BLOCK SODDING	SY	340	\$7.05	\$2,397.00
160-7002	Furnish and place Topsoil (4")	SY	340	\$1.24	\$421.60
529-6002	CONCRETE CURB (TYII)	LF	1000	\$24.84	\$24,840.00
500-7001	Mobilization	LS	1	\$8,971.00	\$8,971.00
510-xxxx	Traffic Control	LS	1	\$4,934.00	\$4,934.00
<u>*From TxDOT Materials Averages</u> (San Antonio, Austin, Waco)				TOTAL	\$90,956.00
Component Allowances					
ITEM	PERCENTAGE (%) of MATERIALS	COST			
Pavement Markings	3%	\$2,728.68			
Erosion Control	3%	\$2,728.68			
Testing	3%	\$2,728.68			
	TOTAL	\$8,186.04			
Contingency					
ITEM	PERCENTAGE (%)	COST			
Materials	10%	\$9,095.60			
Component Allowances	10%	\$818.60			
	TOTAL	\$9,914.20			
Construction Total					
		TOTAL			
		\$109,056.24			

ONE CITY, ONE TEAM



Materials

Cost estimates taken from Texas Department of Transportation Bid Item Averages (December 2025). The City uses the San Antonio, Austin, and Waco areas when estimating construction costs for sidewalk and street projects. Materials included would be necessary in any sidewalk project, and have broad applicability to other project areas.

4" Sidewalk item (531-7001) contains the following

- Excavation
- 4" Base material (Flex Base or Coarse Sand)
- Reinforcement (Wire Mesh or #3 Rebar)
- Concrete

Curb and Gutter item (529-7009) contains the following

- Excavation
- 4" Base material (Flex Base or Coarse Sand)
- Reinforcement (Wire Mesh or #3 Rebar)
- Concrete

Component Allowances

Percentages used are what the City uses when estimating construction costs for sidewalk or street projects.

Contingency

Percentages used are what the City uses when estimating construction costs for sidewalk or street projects prior to design stage.

1/26/2026**Agenda Item No. I)****PRESENTER:**

Garry Ford, Transportation and Construction Services Director

SUBJECT:

Approval of a recommendation by the New Braunfels Economic Development Corporation (NBEDC) approving a project expenditure of up to \$175,000 to the City of New Braunfels for the Streets and Utility Design Standards Master Plan, pursuant to Section 501.103 of the Texas Local Government Code.

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

The New Braunfels Economic Development Corporation (NBEDC) met on November 20, 2025, to consider a request from the City of New Braunfels to fund the creation of the Streets and Utility Design Standards Master Plan. The proposed plan will set consistent expectations for public right-of-way improvements for City projects and for projects through public/private partnerships. It is expected to set standards for underground utility conversions, pedestrian improvements, on-street parking, landscaping, lighting, and other right-of-way enhancements. Once created, the plan will be provided to developers as a guide for future development projects in context of the area being developed.

The master plan is being developed through a partnership between the City's Transportation and Construction Services Department and Kimley-Horn, an engineering, planning, and design consulting firm. Kimley-Horn is the city's lead consultant for several downtown transportation projects.

The NBEDC held a public hearing on January 15, 2026, and approved the expenditure.

ISSUE:

Approval of a recommendation from the NBEDC to fund a project expenditure: Streets and Utility Design Standards Master Plan - in an amount not to exceed \$175,000

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The NBEDC has the available funding to support this project.

RECOMMENDATION:

Staff recommends approval of the project expenditure to fund the Streets and Utility Design Standards Master Plan

RESOLUTION 2026 – RXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING A RECOMMENDATION OF THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION FOR A PROJECT EXPENDITURE, OF UP TO \$175,000, TO THE CITY OF NEW BRAUNFELS FOR THE STREETS AND UTILITY DESIGN STANDARDS MASTER PLAN, PURUSANT TO SECTION 501.103 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the New Braunfels Economic Development Corporation (NBEDC) met on November 20, 2025 to consider a request from the City of New Braunfels to fund the creation of the Streets and Utility Design Standards Master Plan; and

WHEREAS, a Streets and Utility Design Standards Master Plan will set consistent expectations for public right-of-way improvements for projects by the City and through public/private partnerships; and

WHEREAS, the proposed Master Plan may be provided to development engineers as a guide and may help to save time and efforts for future development projects; and

WHEREAS, the proposed Master Plan is expected to provide standards on utility underground conversions, pedestrian improvements, on street parking, landscaping, and lighting; and

WHEREAS, this expenditure is authorized under 501.103 of the Texas Local Government Code; and

WHEREAS, the NBEDC held a public hearing on January 15, 2026 to request public comments about this project expenditure; and

WHEREAS, after discussing the item, the NBEDC voted to approve the expenditure in an amount up to \$175,000 to fund the Streets and Utility Design Standards Master Plan.

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

SECTION 1: That the recommendation of the NBEDC to approve a project expenditure of \$175,000 to the City of New Braunfels for the Streets and Utility Design Standards Master Plan is hereby approved.

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

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

PASSED, ADOPTED, AND APPROVED this 26th day of January, 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

**CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT
CORPORATION AND THE CITY OF NEW BRAUNFELS, TEXAS**

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL

§

THIS CONTRACTUAL AGREEMENT (the "Agreement") is made and entered into by and between the New Braunfels Economic Development Corporation, a Non-Profit Corporation of the State of Texas, hereinafter called "EDC", acting by and through its duly authorized officers, and the City of New Braunfels, Texas, a Texas municipal corporation, hereinafter called "CITY," acting by and through its officers:

W I T N E S S E T H:

I.

WHEREAS, Texas Local Government Code §501.054 provides the EDC with the powers of non-profit corporations incorporated under the Texas Non-Profit Corporation Act, as amended, and Section Seven of the Bylaws of the EDC allows for the President and Secretary of the EDC to execute any contract which the Board has approved and authorized to be executed; and

WHEREAS, a Streets and Utility Design Standards Master Plan will set consistent expectations for public right-of-way improvements for projects by the City and through public/private partnerships; and

WHEREAS, the proposed Master Plan may be provided to development engineers as a guide and may help to save time and efforts for future development projects; and

WHEREAS, the proposed Master Plan is expected to provide standards on utility underground conversions, pedestrian improvements, on street parking, landscaping, and lighting.

II.

NOW THEREFORE, under the authority granted to the EDC by §501.103 of the Texas Local Government Code and upon the recommendation of the EDC which occurred on January

15, 2026, the City Council of New Braunfels, Texas on January 26, 2026 with Resolution _____, approved the EDC's determination that an amount up to \$175,000 be allocated to the CITY for costs associated with the creation of the Streets and Utility Design Master Plan. Said funds shall be provided by EDC to the City under the following conditions:

- (1) Up to \$175,000 of the funds shall be allocated from sales tax funds by the EDC to CITY to pay for the creation of the Streets and Utility Design Master Plan (as detailed on Exhibit A);
- (2) The total of \$175,000 of EDC funds shall be distributed to CITY within thirty (30) days after receiving an invoice;
- (3) CITY shall always comply with the ordinances of City of New Braunfels and the laws of the State of Texas; and
- (4) All funds received by CITY from EDC as herein provided shall be expended solely for the purposes stated herein.

III.

In the performance of this contract, CITY shall not discriminate against any person because of his/her race, color, religion, national origin, sex, disability or ancestry. Breach of this covenant may be regarded as a material breach of the contract causing its termination.

IV.

It is expressed and understood and agreed by both parties hereto that each acts independently of each other, and neither has the authority to bind the other or to hold out to a third party that it is the authority for the other. The parties hereto understand and agree that the City shall not be liable for any claims, which may be asserted by any third party occurring in connection with the performance of the EDC.

Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal agent, joint ventures or any other similar such relationships, between the parties hereto.

V.

Employment of Undocumented Workers. During the term of this Agreement, CITY agrees not to knowingly employ an undocumented worker and if convicted of a violation of 8 U.S.C. Sec.

1324a(f), the CITY shall repay the amount of the Grant and any other funds received by the CITY from the EDC as of the date of such violation within sixty (60) days after the date the CITY is notified by the EDC of such violation, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the EDC) as its prime or base commercial lending rate, from the date of such notice until paid.

VI.

All communications between EDC and CITY shall be addressed to the President of the New Braunfels Economic Development Corporation, c/o City of New Braunfels, 550 Landa Street, New Braunfels, Texas 78130 with a copy being sent to the President of the EDC at his/her residential or business address. Any communication to the CITY shall be addressed to the City Manager, 550 Landa Street, New Braunfels, Texas 78130.

VII.

It is understood and agreed that in the event any provision of this contract is inconsistent with requirements of law, the requirements of law will control and the parties shall revert to their respective positions, which would otherwise be enjoyed or occupied by the respective parties for the terms of this contract.

VIII.

The foregoing instrument in writing between the parties herein, constitutes the entire agreement between the parties relative to the funds made the basis hereof, and any other written or oral agreement with the EDC being expressly waived by CITY.

IN WITNESS WHEREOF, the parties hereto execute this agreement in duplicate originals on this _____ day of _____, 2026.

(Signatures on Following Page)

CITY OF NEW BRAUNFELS
ECONOMIC DEVELOPMENT CORPORATION

Shane Hines, *President*

Larry Hammonds, *Corporate Secretary*

CITY OF NEW BRAUNFELS, TEXAS

Robert Camareno, *City Manager*

ATTEST:

Gayle Wilkinson, *City Secretary*

APPROVED AS TO FORM:

Valeria Acevedo, *City Attorney*

EXHIBIT A

Downtown Street and Utility Standards



>Description

- Develop design standards for right of way improvements to be used in Downtown and other strategic locations to implement consistent and efficient projects by the City and through private partnerships.

Funding

- Next Step - \$175,000

Schedule

- Begin Spring 2026. Expected to be 8-month process.



32

The Master Plan will save time and effort for future development projects; may be given to development engineer as a guide for projects

Standards are expected to include utility underground conversion, pedestrian improvements, on street parking, landscaping, and lighting.

1/26/2026

Agenda Item No. J)

PRESENTER:

Barbara Coleman, Purchasing Manager

Scott McClelland, Assistant Transportation and Construction Services Director

SUBJECT:

Approval of the issuance of an invitation for Competitive Sealed Proposals for the construction of the Citywide Pedestrian Improvements Phase 1, Coll Street Drainage Improvements, Dry Comal Creek Trail Segment 1, Golf Course Bunkers, and W. Zipp Rd & Old Zipp Rd Intersection Improvements projects.

DEPARTMENT: Finance, Transportation and Construction Services**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

The City of New Braunfels has the following five capital projects anticipated for future construction.

Project	Project Description	Funding
Citywide Pedestrian Improvements Phase 1	Sidewalks and shared-use paths at five locations: Oak Run Pkwy, Hinman Island Dr, Christus Santa Rosa Hospital Area, Alves Ln, and County Line Rd.	Alamo Area Metropolitan Planning Organization
Coll Street Drainage Improvements	Drainage improvements, right-of-way enhancements, and underground utility conversion on Coll St between Castell Ave and the Comal River.	New Braunfels Economic Development Corporation
Dry Comal Creek Trail Segment 1	Concrete trail along the Dry Comal Creek from Landa St to Walnut Ave.	Alamo Area Metropolitan Planning Organization
Golf Course Bunkers	Bunker renovation at the Landa Park Golf Course.	Golf Course Enterprise Fund
W. Zipp Rd & Old Zipp Rd Intersection Improvements	Intersection and drainage improvements at W. Zipp Rd & Old Zipp Rd.	Roadway Impact Fee Program

Staff recommends issuing an invitation for a Competitive Sealed Proposal (CSP) as the procurement method for the contract to construct each of these projects. The CSP method allows the city to evaluate the most qualified contractors and get the best value for the project.

The recommendation to award these contracts will be presented for approval at future City Council meetings.

ISSUE:

Continue an ongoing program of infrastructure construction and maintenance.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

This item has no fiscal impact.

RECOMMENDATION:

Staff recommends issuance of an invitation for Competitive Sealed Proposals for the construction of the Citywide Pedestrian Improvements Phase 1, Coll Street Drainage Improvements, Dry Comal Creek Trail Segment 1, Golf Course Bunkers, and W. Zipp Rd & Old Zipp Rd Intersection Improvements projects.

1/26/2026**Agenda Item No. K)****PRESENTER:**

Valeria M. Acevedo, City Attorney

SUBJECT:

Approval of a settlement agreement among the City of New Braunfels, Texas and Y.C. Partners, Ltd. d/b/a Yantis Company, C3 Environmental Specialties, L.P. and Halff Associates, Inc., and authorizing the City Manager to execute the agreement.

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

This litigation concerns the North Tributary Project alleged construction failures by the contractor, Yantis Company, alleged engineering design errors by Halff Engineering, and alleged failure of the interlocking blocks to function as installed by a Yantis Company subcontractor, C-3 Environmental. Yantis Company, the contractor, commenced the litigation against the City, then the City counterclaimed against Yantis Company. The City sued Halff Associates, Inc., the engineering firm as an additional third party, and later Yantis Company sued its subcontractor, C-3 Environmental Specialties, L.P.

The current case was placed on a hold status for a number of years because of a parallel litigation concerning the viability of the City's construction contract with the Yantis Company, which was ultimately resolved in the City's favor. The current case is for jury trial on April 27th, 2026. On January 6th, all the parties participated in a mediation which resulted in the proposed settlement agreement with all parties for all pending claims.

ISSUE:

A settlement agreement has been reached by the party representatives, pending approval of the City Council, as set forth in the agreement.

FISCAL IMPACT:

The City will receive \$1,100,000.00 from the parties.

RECOMMENDATION:

Staff recommends approval.

CAUSE NO. C2014-0522E

Y.C. PARTNERS, LTD. D/B/A
YANTIS COMPANY

V.

THE CITY OF NEW BRAUNFELS

V.

C3 ENVIRONMENTAL
SPECIALTIES, LP AND HALFF
ASSOCIATES, INC.

§ IN THE DISTRICT COURT

§

§

§

§

§

§

§

§

§

§

§

§

466TH JUDICIAL DISTRICT

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into this ____ day of January, 2026, by, among, and between:

1. Y.C. Partners, Ltd. d/b/a Yantis Company ("Yantis")
2. C3 Environmental Specialties, L.P. ("C3")
3. The City of New Braunfels, Texas ("City")
4. Halff Associates, Inc. ("Halff")

These four parties to this Settlement Agreement are hereinafter referred to individually as a "Party" or collectively as the "Parties." The three parties to this Settlement Agreement other than the City are hereinafter referred to individually as a "Payor" or collectively as the "Payors."

WITNESSETH

WHEREAS, the Parties to this Settlement Agreement are the owner, general contractor, concrete block subcontractor, and project engineer involved in the North Tributary Regional Flood Control Project in the City of New Braunfels, Comal County, Texas (hereinafter, the "Project"); and

WHEREAS, during and following construction of the Project, disputes arose among and between the Parties regarding various obligations of the Parties to each other, all as more fully described in the pleadings on file in the above styled and numbered cause of action (the "Litigation"); and

WHEREAS, by agreement of the Parties, several mediations (the "Mediations") were held with Steve Nelson of SureTec Information Systems, Inc, as mediator (the "Mediator") for the purposes of facilitating the compromise and settlement of the disputes among and between the Parties; and

WHEREAS, agreement has been reached at or following the Mediations by, among, and between the Parties; and

WHEREAS, the Parties desire to document the terms and conditions of such settlement,

NOW, THEREFORE, for and in consideration of the mutual releases and agreements herein contained, the promises of payment herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto have agreed, and do hereby agree, to the following:

1. To facilitate the confidential payment and distribution of settlement funds, the Mediator will establish a non-interest bearing, escrow sub-account at Frost National Bank styled "SureTec Information Systems, Inc.– City of New Braunfels Mediation Special Escrow Account" (the Escrow Account"). The City and the Mediator shall provide all Payors with a taxpayer ID and W-9. The City shall furnish the Mediator with its Taxpayer ID and W-9.
2. Attached to each Payor's copy of this Settlement Agreement is a separate "Confidential Exhibit" which sets forth the amount that the Payor is to pay into the Escrow Account. The Parties understand that such individual amounts set forth on such Exhibits are to remain confidential and will not be disclosed by the Mediator, except as hereinafter set forth, without agreement of the Parties or an order of a court of competent jurisdiction. Attached to the City's copy of the Settlement Agreement is a separate "Exhibit" which sets forth the amount that the City is to receive from the Escrow Account. All Parties recognize that the City's copy of the Settlement Agreement and its Exhibit will be subject to disclosure under the Texas Public Information Act.
3. Payments into the Escrow Account shall be made payable to the order of such account. In the event that the Mediator receives conflicting demands from any Party, counsel for any Party, or insurer for any Party, or has reasonable uncertainty as to the entitlement to any money in escrow, the Mediator shall be entitled to interplead such funds, or the part thereof in question, in the registry of the District Court of Comal County, Texas and shall be entitled to recover from same all costs, attorneys' fees, and expenses associated with such interpleader.
4. Payments to the Escrow Account in accordance with the Confidential Exhibits shall be due, in good funds, on or before 31 days after receipt by the Payors of a W-9 from the City and final execution of this Settlement Agreement following approval of this Agreement by the New Braunfels City Council (the "Due Date"). Payment out of the Escrow Account to the City shall be made in accordance with the City's Exhibit as soon thereafter as Mediator can verify that funds are "good funds" and have been collected through banking channels, and that the full amount agreed by the City to be received by the City has been paid into the Escrow Account or that, pursuant to Section 5, the City has agreed to accept the funds paid into the Escrow Account notwithstanding a Payor's failure to make its payment in full into the Escrow Account.

5. The obligations of the Parties are several and not joint. In the event that any Payor shall fail to timely make its payment, or any part thereof, as provided in the applicable Confidential Exhibit, the City may elect, within 7 days after being informed of such non-payment, to either (1) have all funds returned to the Payors, this Settlement Agreement revoked, and the Litigation to continue, or (2) accept all funds paid into the Escrow Account, in which case this Settlement Agreement is irrevocable, remains in full force and effect, and is binding on all Parties in accordance with its terms, except that the City shall not be bound by Sections 7, 9, and 10 with respect to any Payor who did not fully pay in a timely manner. In that latter case, the Payor who did not fully pay in a timely manner shall remain obligated under all provisions of this Settlement Agreement, and such Payor's release of all other Parties shall be effective and binding. Upon either election by the City, the Mediator is authorized to disclose to the Parties the amounts paid and owed by any such Payor failing to fully pay in a timely manner.
6. Each Party acknowledges that the benefits it derives from this Settlement Agreement are good and valuable consideration, irrespective of the value or benefit any other Party derives. The fact that the consideration flowing to or from another Party is not known by all Parties shall not invalidate or impair the validity or enforceability of this Settlement Agreement in any way.
7. **With the exception of the reserved rights and obligations set forth in the immediately following Section (the "Reserved Rights"),** all Parties fully, finally, and mutually release, acquit, and forever discharge each other and each other's current, former and future respective agents, insurers, adjusters, design professionals, consultants, sub-consultants, subcontractors, sub-subcontractors, attorneys, employees, officers, partners, members, shareholders, parents, affiliates, successors, assigns, subsidiaries, principals, trustees, owners, managers, directors, and sureties of and from any and all disputes, claims, counterclaims, demands, warranties, claims of subrogation or indemnity, claims to any contract or subcontract balances or retainage, claims for attorney's fees or experts' fees, claims for common law or contractual indemnity, claim by additional insureds for defense or indemnity, claims for interest, complaints, and causes of action of any kind whatsoever, whether known or unknown, whether heretofore or hereafter accruing or arising, whether held by assignment or otherwise, whether for latent or patent defects, and whether sounding in tort, intentional tort, contract, express or implied warranty, or trespass, or arising by operation of law or statute, that any Party has, had, or may have against any other Party or Parties, in any way related to or arising out of the Project, including its design, construction, delays, alleged design errors, repairs, punchlist, and/or warranty work of the Project and the labor, services, material, and equipment furnished in connection therewith, and all of the contracts, subcontracts, design professional agreements, bonds, sub-subcontracts, purchase orders, payment applications, change orders, proposed change orders, consulting agreements, and engineering agreements thereunder, and the assignments of any claims thereunder,

and including the Litigation.

8. Reserved Rights:

- a. The obligations expressly undertaken or reaffirmed by any Party in this Settlement Agreement or in Confidential Exhibits are reserved and not released hereby.
- b. Insurance carriers who have accepted defense obligations are not released from their obligations to fund and/or reimburse defense and mediation fees/costs to their own named insureds through the conclusion of the mediation and settlement, subject to all policy, conditions, and limitations.
- c. Claims by any of the Parties against another Party with respect to any project other than the Project.

9. The Parties agree to dismiss, within ten business days of final disbursement of funds from the Escrow Account, with prejudice to their rights to re-file same, all claims, cross claims, counterclaims, and third party claims, except to the extent of any reserved rights asserted herein, in the Litigation against the other Parties who have complied with the provisions of this Settlement Agreement. Each Party shall bear its own costs of court, attorneys' fees, and experts' fees in the Litigation. Counsel for Yantis will prepare and circulate the Agreed Orders of Dismissal for approval and signature of other counsel.

10. This Settlement Agreement is a compromise and settlement of disputed claims and is being entered into solely to avoid the time, expense, uncertainty, and inconvenience of continued dispute, discussion, and litigation. Neither the execution of this Settlement Agreement nor anything stated herein, nor any amount paid hereunder, is to be construed or deemed as an admission of liability, culpability, or wrongdoing on the part of any Party to this Settlement Agreement. The Parties agree that they will not, at any time hereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other Parties relating to the Project or this Settlement Agreement, it being recognized that there has been no finding of fault or wrongdoing. Notwithstanding the foregoing, nothing in this Agreement shall preclude the Parties from making truthful statements that are required by applicable law, regulation, or legal process.

11. The Parties represent and warrant that they own the claims released herein and have not assigned or otherwise transferred any claim or cause of action that they may have possessed against another Party in this Litigation to any person or entity not a Party to this Settlement Agreement. The signatories hereto warrant and represent that they have the full power and authority to bind the Party entity for which they have signed.

12. This Settlement Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. The terms of the Settlement Agreement, including its preambular clauses, are contractual and not merely recitals. There is no other agreement, written or oral, express or implied, between the Parties with respect to the subject matter of this Settlement Agreement. The Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Settlement Agreement has been made by any other Party, counsel for any other Party, or by the Mediator.
13. Each Party adopts this Settlement Agreement as the product of a group drafting effort of counsel for all Parties, not to be construed more favorably for or against any Party to this Settlement Agreement. All Parties have been represented by independent counsel and have consulted same as to their decision to enter into this Settlement Agreement and the terms thereof.
14. Texas law, without regard to any law that would apply the law of any other state, shall govern the interpretation of this Settlement Agreement. Any disputes arising under this Settlement Agreement shall be heard in Comal County, Texas.
15. This Settlement Agreement may be executed in multiple facsimile counterparts, and with facsimile, scanned, or electronic signatures, and all such counterparts shall together be deemed to constitute one final agreement, as if each Party had signed one document. Each such counterpart or a facsimile copy thereof shall be deemed to be an original, binding the Parties subscribed thereto, and multiple signature pages or facsimile or scanned signature pages affixed by the Mediator to a single copy of this Settlement Agreement shall be deemed to be a fully executed original document. The absence of the Confidential Exhibits to the Settlement Agreement shall not invalidate it in any way.

IN WITNESS WHEREOF, this Settlement Agreement has been executed the date and year first above written.

RECOMMENDED ONLY FOR APPROVAL BY THE CITY OF NEW BRAUNFELS BY ITS REPRESENTATIVES APPEARING AT MEDIATION, BUT NOT BINDING UPON THE CITY OF NEW BRAUNFELS OR ANY OTHER PARTY UNLESS FORMALLY APPROVED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS AT A REGULAR OR SPECIAL CALLED MEETING.

By _____

Its: _____

APPROVED AND AGREED:

CITY OF NEW BRAUNFELS, TEXAS

BY _____

ITS _____

DATE: _____

ATTEST:

City Secretary

Y.C. PARTNERS, LTD. D/B/A YANTIS COMPANY

By _____

ITS _____

C-3 ENVIRONMENTAL SPECIALTIES, L.P.

BY _____

ITS _____

HALFF ASSOCIATES, INC.

BY _____

ITS _____

CONFIDENTIAL EXHIBIT TO PAYOR'S COPY

The Party signing below shall pay to the Escrow Account established under the Settlement Agreement to which this Exhibit is annexed, the sum of _____.

Agreed: Party _____

By: _____
Its authorized representative or counsel of record

EXHIBIT TO CITY'S COPY

The City shall receive from the Escrow Account established under the Settlement Agreement to which this Exhibit is annexed, the sum of \$1,100,000.00.

Agreed: City of New Braunfels, Texas

By: _____
Its authorized representative or counsel of record

1/26/2026

Agenda Item No. L)

PRESENTER:

Scott McClelland, Assistant Transportation and Construction Services Director

SUBJECT:

Approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for development of the City of New Braunfels Streets and Utility Design Master Plan.

DEPARTMENT: Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: Citywide

BACKGROUND INFORMATION:

The New Braunfels Economic Development Corporation (NBEDC) met on November 20, 2025, to consider a request from the City of New Braunfels to fund the creation of the Streets and Utility Design Master Plan. The proposed plan will set consistent expectations for public right-of-way improvements for City projects and for projects through public/private partnerships. It is expected to set standards for underground utility conversions, pedestrian improvements, on-street parking, landscaping, lighting, and other right-of-way enhancements. Once created, the plan will be provided to developers as a guide for future development projects in context of the area being developed.

The master plan is being developed through a partnership between the City's Transportation and Construction Services Department and Kimley-Horn is a prequalified engineering, planning, and design consulting firm on the City's indefinite delivery/indefinite quantity (IDIQ) for professional services. Kimley-Horn is the city's lead consultant for several downtown transportation projects and has presented a scope and fee not to exceed \$175,000. The effort includes coordination with various stakeholders and the development of standards for underground utility conversions, pedestrian improvements, on-street parking, landscaping, lighting, and other right-of-way enhancements.

The NBEDC held a public hearing on January 15, 2026, and approved the expenditure.

ISSUE:

The establishment of consistent expectations for public right-of-way improvements for City projects and for projects through public/private partnerships.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The NBEDC approved the expenditure and has available funds to support this project.

RECOMMENDATION:

Staff recommends approval of a Professional Services Agreement not to exceed \$175,000 with Kimley-Horn and Associates, Inc. for the City of New Braunfels Streets and Utility Design Master Plan.

1/26/2026

Agenda Item No. M)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of a resolution recommended by the New Braunfels Economic Development Corporation to approve an expenditure, of up to \$300,000, to support maintenance and operations of parks facilities funded by the NBEDC, pursuant to Section 505.152 of the Texas Local Government Code.

DEPARTMENT: Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** 2**BACKGROUND INFORMATION:**

This project expenditure authorizes the NBEDC to provide up to \$100,000 annually over a three-year period to the City of New Braunfels for maintenance and operations of the Zipp Family Sports Park (ZFSP). This is being undertaken so the City can enter a three year, total \$300,000 funding agreement with Early Matters New Braunfels to partially fund the recommendations of the Greater New Braunfels Early Care and Education (ECE) Final Report.

In 2019, the NBEDC voted to provide up to \$15,000,000 to pay a portion of the costs associated with constructing the New Braunfels Sports Complex Project. In 2023, the NBEDC voted to provide an additional \$3,500,000 for additional construction costs of the ZFSP. The NBEDC is authorized to undertake a project expenditure to support the maintenance and operations of the facility it has supported with previous capital commitments.

The Greater New Braunfels Early Care and Education (ECE) Final Report outlines critical challenges and opportunities in the local childcare ecosystem. It was created through collaboration with the Greater New Braunfels Chamber of Commerce, the McKenna Foundation, and Early Matters San Antonio. The report emphasizes the need for a robust childcare system to support families, businesses, and community vitality and determined that addressing early childhood education and childcare needs is critical to long-term economic and community vitality. and has emerged as a business and economic issue. High childcare costs and limited availability affects families' abilities to work, increasing employee turnover and reducing the local labor pool. Staffing shortages, financial constraints, and quality improvement barriers limit providers' abilities to meet demand and improve services. The NBEDC received the report on the issue of early childhood education in New Braunfels in the fall of 2025 and agreed with the recommendations. Given statutory limitations on the use of Type B funds, however, it was determined that a direct project expenditure to support the early childhood education initiative as proposed could not be undertaken by the NBEDC. However, the City of New Braunfels can provide a funding commitment to the establishment of Early Matters New Braunfels and the recommendations of the ECE Final Report and has structured a Chapter 380 Agreement for this purpose. This Chapter 380 Agreement will be considered at a future City Council meeting if this project expenditure is approved by the NBEDC.

By the NBEDC assuming up to \$100,000 in annual maintenance and operations costs for the facility, the City of New Braunfels will be able to reallocate that previously budgeted amount for an agreement with Early Matters New Braunfels.

The NBEDC held a public hearing on January 15, 2026 and voted to approve this expenditure.

ISSUE:

This item proposes authorizing the NBEDC to fund up to \$100,000 per year for three years to cover maintenance and operations of the Zipp Family Sports Park, which the NBEDC is statutorily allowed to do because it previously funded the facility's construction. By shifting these costs from the City's general fund to the NBEDC, the City can reallocate \$300,000 over three years to support Early Matters New Braunfels through a future Chapter 380 agreement. This approach allows the City to advance early childhood education and childcare priorities identified in the ECE Final Report, despite limits on the direct use of Type B economic development funds for that purpose.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The project expenditure is for \$300,000 dispersed at \$100,000 over three (3) years; the NBEDC has sufficient funds to approve this project.

RECOMMENDATION:

Staff recommends approval of this project expenditure to support maintenance and operations costs at the Zipp Family Sports Park. One of the adopted objectives of the City's Strategic Plan is to look for opportunities to incentivize child development centers to increase the supply of high-quality childcare in the community. The proposed expenditure makes funding available from the City's general fund to advance a key strategic initiative identified in the ECE Final Report.

RESOLUTION NO. 2026 – RXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS APPROVING A RECOMMENDATION BY THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION APPROVING A PROJECT EXPENDITURE, OF UP TO \$300,000, TO SUPPORT MAINTENANCE AND OPERATIONS OF PARKS FACILITIES FUNDED BY THE NBEDC, PURSUANT TO SECTION 505.152 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, in June 2019, the New Braunfels Economic Development Corporation (NBEDC) approved an expenditure, of up to \$15,000,000 to the City of New Braunfels (City) to pay a portion of the design and construction costs of the New Braunfels Sports Complex Project, an eligible project related to recreational or community facilities; and

WHEREAS, the New Braunfels Sports Complex Project, located near Klein Road and FM 1044, was later named the Zipp Family Sports Park; and

WHEREAS, in July 2023, the NBEDC approved an additional \$3,500,00 for construction costs at the Zipp Family Sports Park to include the seeding, planting, turfing, irrigating, and landscaping; and

WHEREAS, the NBEDC can undertake a project expenditure for maintenance and operation costs of parks facilities previously funded by the NBEDC; and

WHEREAS, in continued support of the Zipp Family Sports Park, the NBEDC has approved three-year support of maintenance and operations costs of said Park in an amount up to \$100,000 per year; and

WHEREAS, the NBEDC, after holding a public hearing and discussing the request, recommended that the project expenditure be approved.

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

SECTION 1: That the recommendation of the NBEDC to provide funding to support the maintenance and operations of the Zipp Family Sports Park, in an amount up to \$300,000, is hereby approved.

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

PASSED AND APPROVED by the City Council of the City of New Braunfels, Texas on this day 26th of January 2026.

Neal Linnartz, Mayor
City of New Braunfels, Texas

ATTEST:

Gayle Wilkinson, City Secretary
City of New Braunfels, Texas

**CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT
CORPORATION AND THE CITY OF NEW BRAUNFELS, TEXAS**

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL

§

THIS CONTRACTUAL AGREEMENT (the "Agreement") is made and entered into by and between the New Braunfels Economic Development Corporation, a Non-Profit Corporation of the State of Texas, hereinafter called "EDC", acting by and through its duly authorized officers, and the City of New Braunfels, Texas, a Texas municipal corporation, hereinafter called "CITY," acting by and through its officers:

W I T N E S S E T H:

I.

WHEREAS, Texas Local Government Code §501.054 provides the EDC with the powers of non-profit corporations incorporated under the Texas Non-Profit Corporation Act, as amended, and Section Seven of the Bylaws of the EDC allows for the President and Secretary of the EDC to execute any contract which the Board has approved and authorized to be executed; and

WHEREAS, in 2019 the EDC voted to provide an amount not to exceed \$15,000,000 to pay a portion of the costs associated with constructing the New Braunfels Sports Complex Project, which was later named the Zipp Family Sports Park; and

WHEREAS, in 2023, the EDC voted to provide an additional \$3,500,000 project expenditure for construction of the Zipp Family Sports Park; and

WHEREAS, the EDC can undertake a project expenditure for maintenance and operation of parks facilities funded by the EDC.

II.

NOW THEREFORE, under the authority granted to the EDC by §505.152 of the Texas Local Government Code and upon the recommendation of the EDC which occurred on January

15, 2026, the City Council of New Braunfels, Texas on January 26, 2026 with Resolution _____, approved the EDC's determination that an amount up to \$300,000 be allocated to the CITY for operations and maintenance costs associated with the Zipp Family Sports Park. Said funds shall be provided by EDC to the City under the following conditions:

- (1) Up to \$100,000 annually shall be allocated from sales tax funds by the EDC to CITY to pay a portion of the operations and maintenance costs associated with the Zipp Family Sports Park;
- (2) The total amount of EDC expenditure for operations and maintenance costs of the park facility shall not exceed \$100,000 annually for a total of \$300,000 over three years;
- (3) CITY shall always comply with the ordinances of City of New Braunfels and the laws of the State of Texas; and
- (4) All funds received by CITY from EDC as herein provided shall be expended solely for the purposes stated herein.

III.

In the performance of this contract, CITY shall not discriminate against any person because of his/her race, color, religion, national origin, sex, disability or ancestry. Breach of this covenant may be regarded as a material breach of the contract causing its termination.

IV.

It is expressed and understood and agreed by both parties hereto that each acts independently of each other, and neither has the authority to bind the other or to hold out to a third party that it is the authority for the other. The parties hereto understand and agree that the City shall not be liable for any claims, which may be asserted by any third party occurring in connection with the performance of the EDC.

Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal agent, joint ventures or any other similar such relationships, between the parties hereto.

V.

Employment of Undocumented Workers. During the term of this Agreement, CITY agrees

not to knowingly employ an undocumented worker and if convicted of a violation of 8 U.S.C. Sec. 1324a(f), the CITY shall repay the amount of the Grant and any other funds received by the CITY from the EDC as of the date of such violation within sixty (60) days after the date the CITY is notified by the EDC of such violation, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the EDC) as its prime or base commercial lending rate, from the date of such notice until paid.

VI.

All communications between EDC and CITY shall be addressed to the President of the New Braunfels Economic Development Corporation, c/o City of New Braunfels, 550 Landa Street, New Braunfels, Texas 78130 with a copy being sent to the President of the EDC at his/her residential or business address. Any communication to the CITY shall be addressed to the City Manager, 550 Landa Street, New Braunfels, Texas 78130.

VII.

It is understood and agreed that in the event any provision of this contract is inconsistent with requirements of law, the requirements of law will control and the parties shall revert to their respective positions, which would otherwise be enjoyed or occupied by the respective parties for the terms of this contract.

VIII.

The foregoing instrument in writing between the parties herein, constitutes the entire agreement between the parties relative to the funds made the basis hereof, and any other written or oral agreement with the EDC being expressly waived by CITY.

IN WITNESS WHEREOF, the parties hereto execute this agreement in duplicate originals on this ____ day of ____ , 2026.

(Signatures to follow)

CITY OF NEW BRAUNFELS
ECONOMIC DEVELOPMENT CORPORATION

By: _____

Shane Hines, President

Larry Hammonds, Corporate Secretary

CITY OF NEW BRAUNFELS, TEXAS

By: _____
Robert Camareno, City Manager

ATTEST:

Gayle Wilkinson, City Secretary

APPROVED AS TO FORM:

Valeria Acevedo, City Attorney



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

1/26/2026

Agenda Item No. N)

PRESENTER:

Nathan Brown, Senior Assistant City Attorney

SUBJECT:

Approval of the first reading of an ordinance amending the New Braunfels Code of Ordinances, Chapter 100-20, changing the membership composition of the Roadway Impact Fee Advisory Committee in compliance with S.B. 1883.

DEPARTMENT: City Attorney's Office

COUNCIL DISTRICTS IMPACTED: All districts

BACKGROUND INFORMATION:

The Roadway Impact Fee Advisory Committee ordinance was amended in 2025 so that the composition and membership criteria complied with changes made to state law under Senate Bill 1883, adopted during the 89th Regular Legislative Session. This is a correction to the ordinance that was adopted that brings the ordinance amendment in line with what was presented to City Council on November 17, 2025.

ISSUE:

This is a correction to the ordinance that was previously adopted and brings this ordinance in line with what was previously presented at City Council. The correct membership composition for the Roadway Impact Fee Advisory Committee as presented to City Council on November 17, 2025, is as follows: three members who are representatives of the real estate, development, or building industry who are not employees or officials of a political subdivision or governmental entity, and the City Manager or City Manager's designee and the City Engineer or City Engineer's designee.

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends approval of this ordinance.

ORDINANCE NO. 2026-_____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS
AMENDING SECTION 100-20, CHANGING THE MEMBERSHIP COMPOSITION OF THE
ROADWAY IMPACT FEE ADVISORY COMMITTEE IN ACCORDANCE WITH S.B. 1883;
REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND
DECLARING AN EFFECTIVE DATE.**

WHEREAS, the City of New Braunfels has established a Roadway Impact Fee Advisory Committee created pursuant to Chapter 395, Texas Local Government Code; and

WHEREAS, the ordinance setting forth the membership criteria and revised membership composition of the Roadway Impact Fee Advisory Committee complies with the requirements of Senate Bill 1883.

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

SECTION 1. Amendment.

That City of New Braunfels Code of Ordinances, Section 100-20 is hereby amended as follows with underlined font indicating added language and strikethrough font indicating deleted language:

Sec. 100-20. Roadway Impact Fee Advisory Committee.

- (a) The Roadway Impact Fee Advisory Committee ("advisory committee") shall consist of ~~seven~~ five persons appointed by a majority vote of the City Council. At least ~~four~~ three advisory committee members shall be representatives of the real estate, development, or building industry who are not employees or officials of a political subdivision or governmental entity. The ~~Mayor and~~ City Manager, or City Manager's designee, and the City Engineer, or City Engineer's designee shall serve as members of the advisory committee.
- (b) Each appointed member of the advisory committee shall be appointed for a term of three years, Vacancies for any reason other than the expiration of a committee member's expired term shall be filled only for the unexpired term of the vacancy and in accordance with subsection (a), above.
- (c) The functions of the advisory committee are those set forth in Local Government Code ch. 395, as amended, or any successor.
- (d) The city shall make available to the advisory committee any professional reports prepared in the development or implementation of the roadway improvements plan.
- (e) The advisory committee shall adopt procedural rules for carrying out its duties.

(Ord. No. 2013-69, § 1(Att. A), 11-11-13)

SECTION 2: Repealer.

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

SECTION 3: Severability

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence or section of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence paragraph or section of this ordinance.

SECTION 4: Savings Clause.

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

SECTION 5: Effective Date.

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

PASSED AND APPROVED: First reading this 26th day of January, 2026.

PASSED AND APPROVED: Second reading this 9th day of February, 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

1/26/2026

Agenda Item No. A)

PRESENTER:

Mike Crowley, VP, Greater New Braunfels Chamber of Commerce

SUBJECT:

Discuss and consider the approval of a resolution authorizing the city manager to execute a Ch. 380 Agreement with Early Matters - New Braunfels, and containing necessary findings pursuant to the Ch. 380 Economic Development Program Policy.

DEPARTMENT: Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

The City's Chapter 380 Economic Development Program Policies and Procedures outlines the requirements and process for proposed 380 Agreements. The proposed Chapter 380 Economic Development Agreement with Early Matters - New Braunfels will bring benefit and support to the greater New Braunfels community by addressing childcare and early education needs on multiple fronts. More specifically, this project addresses the following 2024-2029 City Strategic Plan Objective:

Economic Mobility:

7. Look for opportunities to incentivize child development centers to increase the supply of high-quality childcare in the community that supports the local workforce.

Project Background

In February 2024, the Greater New Braunfels Economic Development Foundation (EDF) funded and launched an assessment of the New Braunfels early childhood learning and childcare ecosystem. The EDF partnered with Early Matters, which is a statewide collaborative of business, civic, education, nonprofit and philanthropic leaders advocating for strategic investments in policy and practices that support children from birth through age eight. Investing in quality early childhood is identified as one of the best ways to support existing families in the workforce and ensure a more qualified, higher skilled workforce in the future. Early Matters San Antonio leadership led the engagement and study process, which convened New Braunfels leaders in business, school districts, government, nonprofits, churches, and individuals seeking care in the community. As a community-based response to the issue, the stakeholders worked to:

- Create a shared early education and childcare vision for New Braunfels' future
- Create a citywide Early Care and Education Final Report with recommended actions
- Assemble an Early Matters New Braunfels Steering Committee comprised of thirteen (13) community leaders
- Establish a three-year budget that will launch the initiative
- Create a full-time Director job description
- Secure grants totaling \$325,000 from the Kronkosky Charitable Foundation and the McKenna Foundation

The Early Care and Education Final Report determined that addressing early childhood education and childcare

needs is critical to long-term economic and community vitality and has emerged as local business and economic issue. High childcare costs and limited availability influences families' decisions to work - increasing turnover and reducing the local labor pool. At the facility level, staffing shortages, financial constraints, and quality improvement barriers limit providers' abilities to meet demands and improve their services.

The proposed Early Matters New Braunfels initiative will work to address early childhood education and childcare needs throughout the New Braunfels community in accordance with the recommendations in the Final Report. The report presents a unified vision of the early education ecosystem that stakeholders in the process hope to create. The new organization- Early Matters New Braunfels - will hire an executive director charged with implementing the recommendations, which are to:

1. Build a shared service alliance; and
2. Adopt a Tri-Share model to support childcare affordability and access; and
3. Implement the Teachers for Toddlers (T4T) program

ISSUE:

Early childhood education and childcare is an economic issue impacting businesses and families throughout New Braunfels. Early Matters New Braunfels will work to address and improve conditions in the greater New Braunfels community and a Chapter 380 Agreement will help support this endeavor.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

A total of \$300,000 - dispersed in \$100,000 amounts over three (3) years will be provided to Early Matters San Antonio for the work and completion of Performance Conditions outlined in Section 1 of the 380 Agreement. This amount is in addition to grants provided by the McKenna Foundation and Kronkosky Foundation for the initial startup and implementation of recommendations outlined in the ECE Final Report.

Funding for this Agreement has been provided by way of the NBEDC through the absorption of \$300,000 of Operations & Maintenance funds for the Zipp Family Sports Park. The supplanted funding previously dedicated to the ZFSP can be reallocated to the Chapter 380 Agreement.

RECOMMENDATION:

Staff recommends approval of the supporting resolution and the Chapter 380 Economic Development Agreement with Early Matters - New Braunfels.

RESOLUTION NO. 2026-RXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH THE GREATER NEW BRAUNFELS ECONOMIC DEVELOPMENT FOUNDATION, DBA. EARLY MATTERS – NEW BRAUNFELS, A PROJECT CONSISTENT WITH THE GENERAL STATEMENT OF PURPOSE OF THE CITY'S CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM POLICIES AND PROCEDURES.

WHEREAS, the City of New Braunfels's ("City") Chapter 380 Economic Development Program (the "Policy"), in accordance with Chapter 380 of the Texas Local Government Code, allows municipalities to make loans or grants of public funds to promote local economic development and may contract with an entity for the administration of a supporting program; and

WHEREAS, the Policy was originally adopted in 2015 and modified in early 2026 to simplify the policy and expand the number and types of businesses and organizations eligible to receive public funds; and

WHEREAS, Early Matters – New Braunfels previously committed \$100,000 to complete a thorough assessment of the New Braunfels childcare ecosystem including community-wide involvement with business, schools, government, nonprofits, churches, and individuals seeking care; and

WHEREAS, Early Matters – New Braunfels developed a shared childcare vision for New Braunfels' future, completed a citywide Early Care and Education Final Report (the "**Report**"), assembled an Early Matters New Braunfels Steering Committee comprised of thirteen (13) community leaders, established a three-year budget that will launch the initiative, created a full-time Director job description, and secured grants totaling \$325,000 from the Kronkosky Charitable Foundation and the McKenna Foundation; and

WHEREAS, the Report determined that addressing early childhood education and childcare needs is critical to long-term economic and community vitality and has emerged as a business and economic issue. High childcare costs and limited availability affects families' abilities to work, increasing employee turnover and reducing the local labor pool. Staffing shortages, financial constraints, and quality improvement barriers limit providers' abilities to meet demand and improve services; and

WHEREAS, Early Matters – New Braunfels intends to address early childhood education and childcare needs throughout the New Braunfels community in accordance with the recommendations and actions recommended in the Report (collectively, the "**Project**")

WHEREAS, this Project addresses the 2024-2029 City Strategic Plan objective "*Economic Mobility: 7. Look for opportunities to incentivize child development centers to increase the supply of high-quality childcare in the community that supports the local workforce,*"; and

WHEREAS, the City Council of the City of New Braunfels, Texas finds that the proposed Chapter 380 Agreement and Project will bring benefits to the City as it remains consistent with the Policy's General Purpose of improving the quality of life for its residents and provide benefit to the City's workforce.

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

Section 1: That the City Council finds the above statements to be true and correct.

Section 2: That the City Council finds that the Early Matters-New Braunfels project will bring benefits to the City consistent with the General Statement of Purpose and Policy.

Section 3: That the City Council authorizes the City Manager to execute the corresponding Chapter 380 Economic Development Agreement with Early Matters – New Braunfels for the early childhood education and childcare project.

PASSED, ADOPTED, AND APPROVED this 26th day of January, 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

GREATER NEW BRAUNFELS

Early Care and
Education Final
Report



An Early Matters San Antonio Report

EarlyMattersSA.org

IN COLLABORATION WITH THE GREATER NEW BRAUNFELS CHAMBER OF COMMERCE
AND THE MCKENNA FOUNDATION





ASPIRATION STATEMENT

A thriving early childhood ecosystem prioritizes the success of children through strategic support for families, educators, and businesses, driving economic vitality.



GOALS



ACCESS TO QUALITY LEARNING AND DEVELOPMENT

PROFESSIONAL PATHWAYS

PARENT RESOURCES

Every family has affordable access to quality early learning and care in an environment that meets the needs of their child(ren).

Early childhood educators are professionally developed, compensated, and valued to enable them to help each child reach their potential.

Every family is aware of and connected to tools and resources that support them in making the best decisions for their young child(ren).

CONTENTS

01

02

03

04

CURRENT
STATE OF
CHILDCARE IN
GREATER NEW
BRAUNFELS

PROCESS
OVERVIEW

GREATER NEW
BRAUNFELS
PROVIDERS TOP 5
STATEMENTS

BY THE
NUMBERS

05

06

07

08

ASPIRATION
AND GOALS
STATEMENTS

SIGNIFICANT
ISSUES AND
RECOMMENDATIONS

NEXT STEPS AND
ORGANIZATIONAL
STRUCTURE

CLOSING
NOTES

09

APPENDIX

EXECUTIVE SUMMARY

The *Greater New Braunfels Early Care and Education Report* is the result of a collaborative effort to understand and address the challenges facing childcare in the Greater New Braunfels area. This work was made possible by the generosity and openness of the community, particularly the providers, business leaders, and stakeholders who welcomed us into their conversations and shared their experiences. We are deeply grateful for the opportunity to work alongside this committed group of individuals dedicated to building a stronger future for children and families.

Why This Matters

Childcare is at the heart of a thriving community. It shapes the lives of children during their most critical developmental years, supports families in achieving their goals, and directly impacts the local workforce and economy. Yet, in Greater New Braunfels, families and providers face significant barriers—ranging from high costs and staffing shortages to limited access to high-quality programs. These challenges not only affect individual families but ripple through the broader community, influencing business success and economic stability.

Moving Forward

This report represents the beginning of an important journey. Building on the foundation established by the Greater New Braunfels Chamber of Commerce and the McKenna Foundation, the next steps include forming a steering committee, identifying leadership, and engaging key stakeholders to implement these solutions. The work ahead is not without challenges, but the opportunity to create meaningful change is within reach. By working together, Greater New Braunfels can build a childcare ecosystem that prioritizes children, empowers educators, and supports families—laying the foundation for long-term economic and community vitality.



01

CURRENT STATE OF CHILDCARE IN GREATER NEW BRAUNFELS

Like so many communities across the United States, the Greater New Braunfels area has found itself facing a three-faceted challenge related to childcare and early learning – access, quality, and affordability. This triad of challenges is negatively impacting families and businesses alike, as the impacts of what both Bloomberg and the Financial Times have deemed a “failed market” have come to roost in the daily lives of this community.

As a result of the combined impact of an inability to raise wages, leading to a reduction in staff, and the limitations on what families can pay, providers are reducing the number of children that they are serving and foresee the need to even further shrink or close. This reduction in the total number of seats results in waitlists and some families struggling to find care that enables them to work.

The access issue has been brought to a head by a bill that required centers interested in serving families using Texas Workforce Commission childcare scholarships to earn a Texas Rising Star (TRS) designation by October 2024. With only 12% of providers in the Greater New Braunfels area having earned the TRS rating, access for low-income families has become and will continue to become increasingly difficult. This is further exacerbated by the closure of St. Paul's, one of the few TRS-rated centers in the area.



WITH THE GROWING UNDERSTANDING THAT THE EARLY YEARS ARE THE MOST IMPACTFUL FOR BRAIN DEVELOPMENT, THE IMPORTANCE OF QUALITY HAS NEVER BEEN HIGHER FOR TODAY'S FAMILIES AND TOMORROW'S WORKFORCE.

The Greater New Braunfels area faces the challenge of an insufficient number of quality-rated providers. With no NAEYC certified providers and only a small handful that are Texas Rising Star, many families are left with very few choices in finding quality care for their youngest learners. This factor is exacerbated by the limited amount of quality coaching and funding to build quality available in the Greater New Braunfels area. With today's youngest learners entering the workforce less than two decades from now and entering kindergarten further behind than kids were just a few years ago, the current and future workforce will be impacted by this gap.

Affordability is the factor with likely the largest impact. With childcare now costing more than in-state tuition at some universities and the cost of care for two children surpassing housing expenses, childcare is markedly unaffordable for most young families. The high and rising cost of a fairly inelastic expense is causing an increasing number of parents to leave the workforce. This has been shared anecdotally by businesses across the Greater New Braunfels area as they are met with rising costs of employee retention, recruitment, and training, as well as the need to pay higher wages for a shrinking labor pool.

The combination of these factors leads to a very challenging current reality that is felt by families and employers across the city.

The trajectory of this situation is challenging, and evidence and economics suggests that the market will not resolve it on its own. Business and community engagement, intervention, and investment will be important to support families, avoid an increasing number of closures, and stem the deleterious impact on local employers.



PROCESS OVERVIEW

Our work addressing the childcare landscape in Greater New Braunfels began with a call to action from the Greater New Braunfels Chamber of Commerce and the Mckenna Foundation. Their goal was to explore the current state of childcare and its economic implications for the region. To achieve this, a multi-step process was implemented, involving data collection, engagement, and strategic planning with key stakeholders.



KEY STEPS IN THE PROCESS:

STAKEHOLDER ENGAGEMENT

- 1) Separate series of meetings were held with local childcare professionals and business/community leaders.
 - i. Three meetings were held with childcare providers and professionals with an average attendance of 20 participants.
 - ii. The Business Leaders Convenings were conducted on 4 occasions with an average attendance of 15 participants.
 - iii. The chart below outlines the dates of provider meetings and business leader convenings.

Provider Meetings	Business Leader Convenings
08/24/2024	08/27/2024
10/05/2024	09/24/2024
11/16/2024	10/29/2024
	11/21/2024

All meetings were held at the McKenna Center.

- 2) Providers discussed daily challenges, such as financial constraints, staffing shortages, and limited resources for quality improvement.
- 3) Business and community leaders were introduced to the broader economic implications of childcare challenges, both for their businesses and community at large.

DATA COLLECTION

- 1) Surveys were distributed to approximately 60 providers, yielding 16 responses that revealed critical barriers and opportunities in the childcare system.
- 2) Workforce insights and quality ratings were analyzed to identify gaps in service and quality.

COLLABORATIVE DISCUSSIONS

- 1) Brainstorming sessions were facilitated amongst providers and business leaders to generate innovative solutions and align goals.

What is your aspiration for early learning and care in Greater New Braunfels?

88 responses



Community Word Cloud: Key Themes and Priorities.

2) Participants created shared aspirations emphasizing the importance of early childhood education in driving economic vitality.

RESEARCH AND RECOMMENDATIONS

- 1) Local childcare professionals and business/community leaders reviewed successful models and best practices from other communities.
- 2) An outline of potential actions was developed, with a focus on connecting businesses to childcare in innovative ways.
- 3) Potential solutions were evaluated and ranked based on their feasibility and impact.
- 4) Midway through the process, the urgency of this work became undeniable with the closure of St. Paul's Child Development Center, which had served the Greater New Braunfels community for over 40 years. This loss highlighted the critical need for sustainable solutions to support the local childcare ecosystem.



Local Impact – Recent News from St. Paul's



Impact on Businesses

- 60–80 employees (parents) must secure alternative care or exit the workforce.
- Increased stress on employees.
- Higher risks of turnover and absenteeism.
 - Elevated operational costs for businesses.

Long-Term Considerations

- What does the closure of a 35-year-old subsidized childcare center signal for other providers?
- How can businesses and communities collaborate to prevent future closures and support new providers?

Impact of St. Paul's Closure: Workforce Challenges and Long-Term Considerations for Providers and Businesses.

REPORTING AND NEXT STEPS

- 1) Findings and ideas were consolidated into a comprehensive report, which was shared with stakeholders for their review and input.
- 2) Areas requiring further exploration and support were identified to facilitate the implementation of meaningful change.

0 3

TOP 5 STATEMENTS



OBJECTIVE

These statements were gathered from Greater New Braunfels community members and reflect the most pressing challenges identified through discussion. Establishing a shared understanding of the current state of childcare was essential to effectively develop and propose solutions.

TOP STATEMENTS ON THE CURRENT STATE OF EARLY CHILDHOOD IN GREATER NEW BRAUNFELS

- 1 The system is broken - it costs parents too much and we cannot pay educators enough.
- 2 Hiring is adversely affected by significant wage increases in jobs not requiring extra education, like fast food and service sector roles, leading employees to leave or avoid the sector altogether.
- 3 Our Early Childhood Education (ECE) talent need higher pay and recognition as professionals (brain developers). Many are leaving for better opportunities, leading to a growing talent/workforce crisis.
- 4 We saddle families at their poorest (in their early 20s) with a financial burden often equivalent to what they may pay eighteen years later for college.
- 5 Business leaders and the broader community frequently overlook the essential role that Early Childhood Education (ECE) plays in shaping both the current and future workforce. Awareness has increased for many, particularly during the pandemic, when they had no option but to have their children at home.

INSIGHTS

The top five statements reflect key issues that shaped the focus of the survey and broader discussions. By centering on the lived experiences of providers, these insights ensured the survey questions directly addressed the challenges they face and aligned with their priorities for actionable solutions.

0 4

BY THE NUMBERS



For many families, the cost of childcare in Greater New Braunfels rivals that of in-state college tuition, creating financial strain at a time when parents are often in the early stages of their careers. This financial burden is compounded by the fact that over 70% of Greater New Braunfels workers commute to the city, increasing the demand for accessible and reliable childcare close to work.

Low-income families in New Braunfels face significant barriers to accessing affordable, high-quality childcare. Although Workforce Solutions Alamo provides subsidies for some low-income families, these subsidies can only be utilized at centers that meet the Texas Rising Star (TRS) threshold. Currently, only 6 out of 56 centers have achieved TRS quality standards, severely limiting options for families relying on financial assistance. This situation underscores a critical gap in access for financially disadvantaged families.

In an effort to understand these challenges better, approximately 60 surveys were sent out, with 16 responses returned. These responses provided key insights into pressing issues facing both providers and families:

- 1) **Staffing Shortages:** 25% of centers reported reducing their capacity due to difficulties in hiring qualified staff. And, 25% of centers anticipate further reductions.
- 2) **Financial Constraints:** Providers face rising costs for food, utilities, and insurance, limiting their ability to raise wages without significantly increasing tuition.
- 3) **Enrollment Challenges:** Several centers reported operating below capacity due to staffing shortages, with some reducing their service capacity by 50 to 100 seats.
- 4) **Public Pre-K Competition:** Enrollment has decreased in some centers as families opt for free or reduced cost public Pre-K, leaving private providers with a larger proportion of costly infant and toddler care.
- 5) **Quality Improvement Barriers:** Many providers struggle to maintain low teacher-to-child ratios and support professional development, with 67% citing hiring challenges as a significant barrier to quality improvements.

ASPIRATION AND GOALS STATEMENTS

OBJECTIVES

The aspiration and goals in this report were collaboratively developed through a series of discussions with childcare providers, business leaders, and community stakeholders. The survey results played a key role in shaping the focus areas of our discussions, providing valuable insights that guided the development of the goals. These collaborative sessions were vital in capturing the diverse perspectives necessary to create a shared vision for the future of early childhood education in Greater New Braunfels. The goals were further refined through multiple rounds of feedback to ensure alignment with the needs and priorities of all groups involved. The collective work centered on three interconnected focus areas, each designed to align with and support the overarching aspiration statement:

Aspiration Statement

A thriving early childhood ecosystem prioritizes the success of children through strategic support for families, educators, and businesses, driving economic vitality.



Access to Quality Learning and Development Goal

Every family has affordable access to quality early learning and care in an environment that meets the needs of their child(ren).



Professional Pathways Goal

Early childhood educators are professionally developed, compensated, and valued to enable them to help each child reach their potential.



Parent Resources Goal

Every family is aware of and connected to tools and resources that support them in making the best decisions for their young child(ren).

LOOKING AHEAD

These aspirations and goals represent a unified vision of the early education ecosystem that stakeholders hope to create—a system where children thrive, families are supported, and educators are valued. By focusing on these priorities, Greater New Braunfels can lay the foundation for an early learning environment that fosters long-term community and economic growth.

SIGNIFICANT ISSUES AND SOLUTIONS

Throughout the collaborative process, several significant issues were identified and analyzed. Groups and stakeholders worked collectively to propose potential solutions, guided by the aspiration and goal statements that framed the discussions. These solutions were further informed by data collected through surveys and the lived experiences shared by providers, ensuring alignment with the needs and priorities of the community. The following is a detailed list of the significant issues identified during this process:

SIGNIFICANT ISSUES

The Early Childhood Market Is Challenged

- Costs too much for families.
- Providers shrinking and going out of business (The availability of free or reduced cost public Pre-K is impacting this issue).
- Educators make too little to stay.
- With families leaving the workforce due to childcare challenges, businesses are paying more for a smaller pool of talent.

Providers Are Sub-Scale

- The prevalence of single site operators, combined with the absence of a centralized shared services function available in the area, leads to high administrative burdens.
- No early childhood community of practice.
- Quality improvement coaching capacity is 1/5 of a mentor FTE.

No Central Marketplace

- Advertising/marketing for providers is limited.
- Lack of navigational or search tools for parents/families.

Recruitment and Retention in the Business Sector

- Employers do not have enough ways to address/support their employees and a workforce with young children.

Underdeveloped Early Childhood Education Policies

- A critical part of the community with an insufficiently developed policy framework.

POSSIBLE SOLUTIONS

Several potential solutions were identified through in-depth and collaborative discussions within each group. These solutions emerged from a thorough examination of challenges, incorporating diverse perspectives and expertise to ensure a comprehensive approach. The following is a detailed list of the proposed solutions, along with contextual information to highlight their relevance and potential impact.

Solution	Description
Search Tool 	<ul style="list-style-type: none">• An online tool for families to find childcare slots in the community based on their preferences.• Provides real-time updates on enrollment and showcases what each center offers.
On Site/Near Site Childcare 	<ul style="list-style-type: none">• Businesses and providers collaborate to establish childcare facilities on-site or near the workplace.• Financial support from businesses is exchanged for childcare spaces dedicated to employees.
Shared Services 	<ul style="list-style-type: none">• Administrative, professional development, business coaching, group purchasing, and bargaining power are shared among providers.• Quality coaching to improve program quality, strengthen workforce development, and support educator retention.
Solution	Description
Tri-Share Program 	<ul style="list-style-type: none">• A cost-sharing model involving businesses, the public sector, and families to make childcare more affordable for families.• Improves employee recruitment and retention for participating businesses.
Contracted Slots 	<ul style="list-style-type: none">• Businesses partner with childcare centers to reserve slots for their employees by covering the associated costs.
Business Incentives for Employees 	<ul style="list-style-type: none">• Childcare stipends provided by employers to reduce or cover the cost of childcare for their employees.• Encourages workforce participation and alleviates childcare affordability challenges.

ADDITIONAL SOLUTIONS

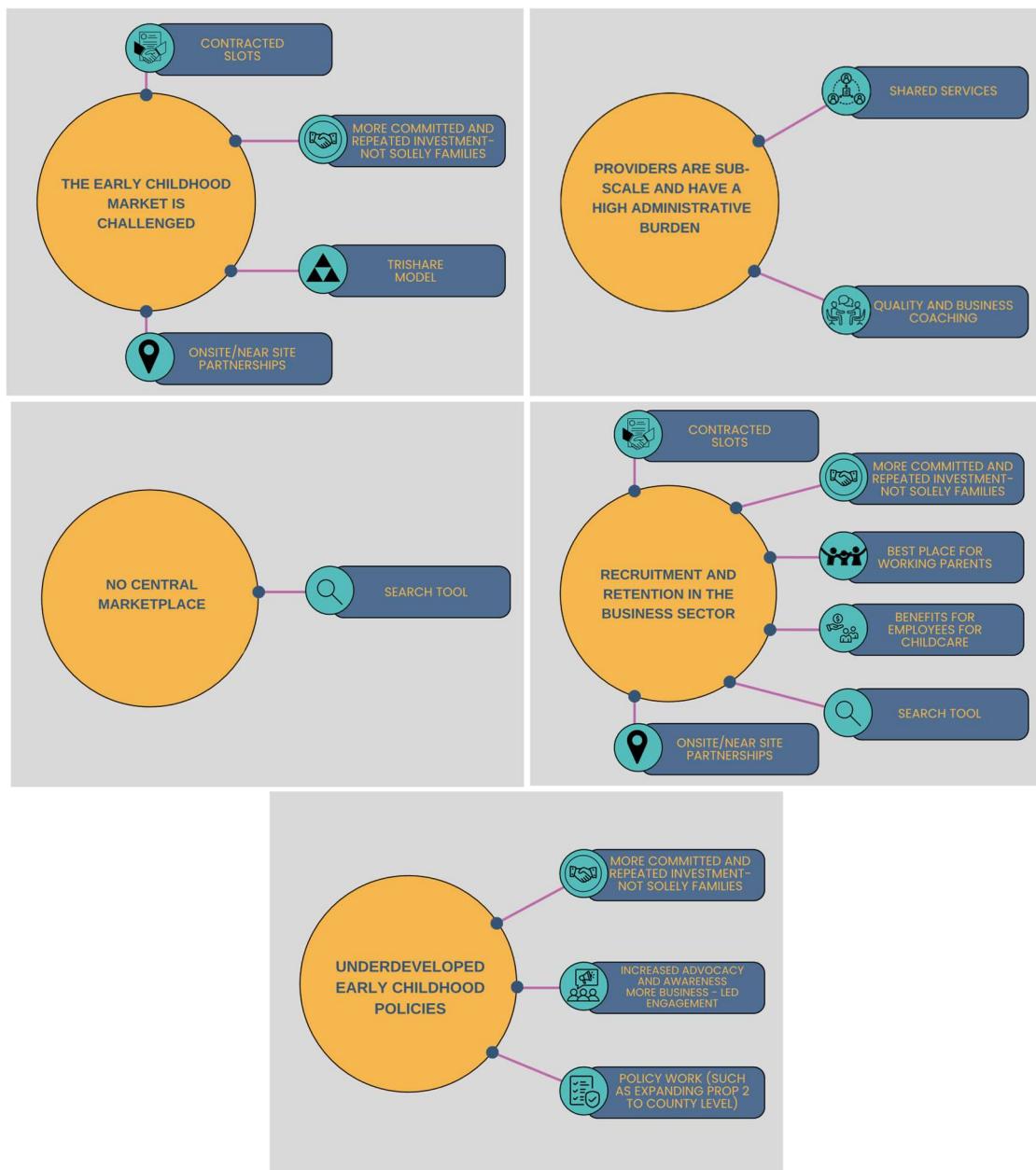
In addition to the core proposed solutions, the following recommendations emerged as critical strategies to address systemic challenges and support the early childhood ecosystem:

Increased Advocacy and Awareness: Encouraging more business-led engagement to drive awareness of early childhood education's impact on workforce and community vitality.

Policy Work: Advancing targeted policy initiatives, such as expanding Proposition 2 to the county level, to improve funding access and create a more supportive policy framework for providers.

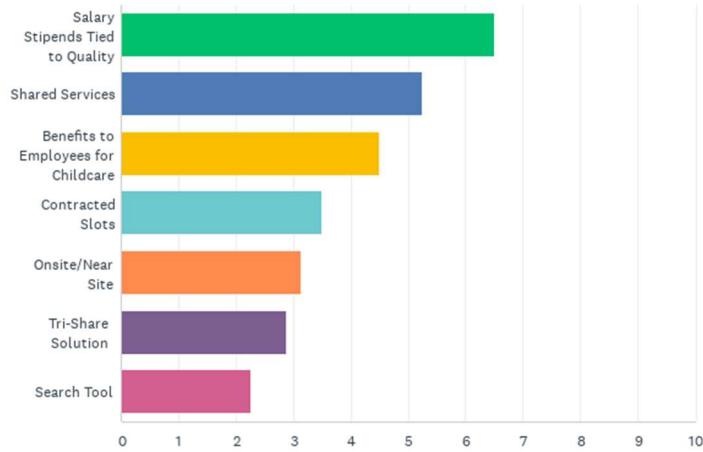
These recommendations, while practical and actionable, offer meaningful pathways for addressing immediate needs and laying the foundation for long-term, sustainable improvements.

CONNECTING SOLUTIONS TO PROBLEMS



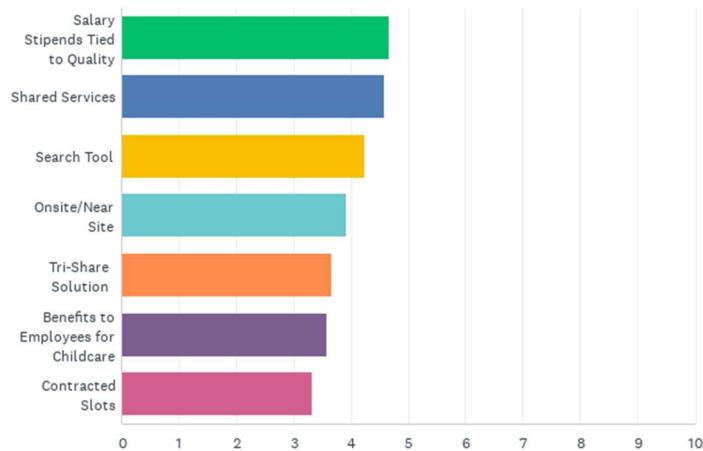
PROVIDER PERSPECTIVES: ALIGNING INDIVIDUAL AND COMMUNITY NEEDS

Q1 In what order would you rank these solutions?



Best Solution for Me

Q1 In what order would you rank these solutions?



Best Solution for My Community

When providers were asked to rank solutions that would have the greatest impact, two priorities emerged consistently for both their *individual needs* and what they saw as best for the *broader community*:

1. **Salary/Stipends Tied to Quality**
2. **Shared Services**

This alignment sends a powerful message: supporting workforce compensation and reducing operational burdens for providers are essential steps toward building a sustainable early childhood ecosystem. These solutions are not only critical for providers themselves but also for the broader community, including local businesses, which depend on a stable and accessible childcare system to support their workforce.

Providers also highlighted **Benefits to Employees for Childcare** as a key solution for their individual needs, while the **Search Tool** ranked as an important solution for the community. These preferences underscore the dual challenge of ensuring educators are supported in their roles while families can access care seamlessly—both of which directly impact workforce participation and business stability.

Addressing these priorities will require a collaborative approach. Businesses, as key stakeholders, are uniquely positioned to contribute to these efforts—whether through direct support like childcare stipends, participation in shared services alliances, or advocacy for policies that bolster the childcare workforce. By investing in these solutions, businesses not only meet the needs of their employees but also play an active role in strengthening the local economy and ensuring long-term success for families, providers, and the community as a whole.



NEXT STEPS AND ORGANIZATIONAL STRUCTURE

After an in-depth review of all proposed solutions with both groups and stakeholders, Early Matters San Antonio recommends some first steps and practices to address the needs of the Greater New Braunfels Area.

To initiate this work, Early Matters San Antonio recommends the formation of a steering committee that includes leadership from the Greater New Braunfels Chamber of Commerce and the McKenna Foundation. This committee will play a critical role in guiding and overseeing the implementation of the proposed solutions, ensuring diverse perspectives and expertise are incorporated into the process. Here is a recommended framework for that group:

Steering Committee	Role
Business and Civic Leaders	Advocate for workforce needs and employer-driven solutions.
Greater New Braunfels Chamber Representative	Provide local economic insights, facilitate partnerships, and outreach.
McKenna Foundation Representative	Offer leadership, resources, and operational support for implementation.
Early Education Representative	Share provider perspectives, ensure alignment with community priorities.

Early Matters recommends continuing the work that the McKenna Foundation has already committed to providing. This includes supporting early childhood providers by organizing and hosting helpful training, hosting convenings for providers and stakeholders to foster collaboration, and administering an email list to facilitate quick and consistent communication. These efforts will strengthen the network of early childhood providers and contribute to building a robust community of practice in the region.



RECOMMENDED INITIATIVES:

I. BUILDING A SHARED SERVICE ALLIANCE

- 1. Create the Program Framework:** Assemble a dedicated group, potentially led by the McKenna Foundation, to oversee the development of the SSA. This committee will be responsible for guiding the initiative, setting objectives, and ensuring alignment with community needs.
- 2. Conduct Workgroup Meetings:** Organize sessions with local early childhood education providers to identify and prioritize the shared services that would be most beneficial and feasible. These services may include administrative support, professional development, business coaching, and access to child management software.
- 3. Engage Existing Alliances for Expertise:** Collaborate with established Shared Services Alliances in San Antonio, such as the Early Learning Shared Services Alliance of San Antonio (ELSSA), to gain insights and best practices. Leveraging their experience can inform the development of a tailored approach for Greater New Braunfels. The Greater New Braunfels Chamber of Commerce has offered to provide business coaching and mentoring as part of this effort.
- 4. Build Interest Among Providers:** Actively recruit early childhood education providers to participate in the SSA by highlighting the benefits, such as reduced operational burdens and enhanced program quality.

- 5. Define Leadership and Operational Structure:** Identify key stakeholders who will manage the SSA, establish financial frameworks, and set clear goals for the first three years. This includes determining the lead entity responsible for coordinating member programs and implementing shared services.

II. IMPLEMENT A TRI-SHARE MODEL

1. Create the Program Framework

- Design Operational Processes:** Determine how the program will divide costs among public funding, employers, and employees (e.g., a 1/3-1/3-1/3 split).
- Develop Eligibility Criteria:** Define participant qualifications, such as income thresholds and employment status.
- Identify a Coordinating Entity:** Appoint a facilitator to manage operations, including fund distribution, employer engagement, and provider connections.

2. Gauge Business Interest (in tandem with funding efforts as they support each other)

- Engage Local Employers:** Present the program as a way to attract and retain employees by reducing their childcare costs.
- Offer an Opt-In Structure:** Allow businesses to voluntarily contribute to the program and highlight its potential to enhance employee satisfaction and productivity. In the Dallas pilot, the full allotment of businesses was obtained within days of the opportunity opening.

3. Source Funding (in tandem with gauging business interest as they support each other)

- Secure Public Funds:** Obtain public funding through municipal or county budgets, state resources, or federal grants. In the Dallas pilot, county funds were allocated to meet this requirement.

4. Connect with Child Care Providers

- **Educate Providers:** Host informational sessions to explain how the program will work, including enrollment processes and financial benefits for providers.
- **Establish Ongoing Communication:** Create a feedback loop to address provider concerns and maintain program efficiency.

5. Launch, Monitor, and Evaluate the Program

- **Promote the Program:** Conduct a public awareness campaign to inform employers, employees, and providers.
- **Track Metrics:** Measure participation rates, childcare utilization, and program outcomes to refine and scale the initiative over time.

III. TEACHER INCENTIVES TIED TO QUALITY (T4T MODEL)

Launching the T4T program requires a strategic and phased approach to address the shortage of skilled infant and toddler teachers. Below are the recommended steps for implementation:

1. Establish a Steering Committee

- Form a leadership group to oversee the program's design and implementation.
- Include representatives from key stakeholders such as Early Matters, local childcare centers, and potential funders.

2. Define Program Goals and Assumptions

- Clearly articulate the program's objectives, such as increasing the education level of infant/toddler educators, stabilizing staffing through retention stipends, and enhancing program quality.
- Establish guiding principles, including the importance of professional learning and the role of stability in improving care quality.

3. Secure Funding and Partnerships

- Partner with funding sources to provide scholarships for Child Development Associates (CDA) credentialing.
- Identify funding sources to cover credentialing costs (\$425 per participant) and stipends for retention (\$1,500 per teacher).

4. Recruit Participants

- Target educators working with infants and toddlers at childcare centers in the Greater New Braunfels area.
- Ensure participants meet eligibility criteria, including employment at qualifying centers and willingness to complete the CDA credential program.

5. Launch the CDA Credentialing Program

- Partner with a funding source to deliver the 120-hour CDA credential course.
- Include a mix of instructional hours, home assignments, and portfolio development.
- Provide support for participants to meet the requirement of 480 hours of experience within three years of credential submission.

6. Implement Retention Incentives

- Distribute stipends to incentivize educators to complete the program and remain in their positions:
- \$500 upon completing the CDA course and passing the exam.
- \$500 for staying in the role for six months.
- \$500 for staying in the role for one year.
- Explore extending stipends to subsequent years to sustain retention.

7. Monitor and Evaluate Program Outcomes

- Track participant progress, including course completion, credential attainment, and retention rates.
- Gather feedback from educators and childcare centers to refine the program.
- Report outcomes to stakeholders to demonstrate impact and attract ongoing support.



CLOSING NOTES

The *Greater New Braunfels Early Care and Education Report* underscores critical challenges and opportunities in the local childcare landscape. Families face financial strain as childcare costs often rival college tuition, while providers navigate staffing shortages, rising operational costs, and limited resources for professional development. These challenges not only impact families but also ripple through the workforce and local economy, where businesses struggle with employee retention and a shrinking labor pool.

This report lays out actionable steps to address these issues, starting with the formation of a Shared Services Alliance (SSA), the adoption of a Tri-Share Model to support childcare affordability and access, and the implementation of the Teachers for Toddlers (T4T) program. These initiatives represent significant progress, aimed at reducing administrative burdens, fostering collaboration, and enhancing workforce stability.

We extend our deepest gratitude to the Greater New Braunfels Chamber of Commerce, the McKenna Foundation, early education providers, business leaders, and stakeholders who contributed their time, insights, and expertise. This report is not the end, but a foundation for meaningful change—one that holds the potential to transform early childhood care and education in Greater New Braunfels for generations to come. By working together, the community can create a thriving ecosystem that supports children, families, educators, and the broader community.



APPENDIX I

GREAT NEW BRAUNFELS EARLY CHILDHOOD CENTERS SURVEY

OVERVIEW

The New Braunfels Early Childhood Centers survey provided important insights into the current challenges, operational constraints, and future aspirations of childcare providers. A total of 16 centers participated in the survey, offering detailed feedback on issues such as staffing shortages, financial pressures, quality improvement, and their capacity to serve children in early childhood programs.

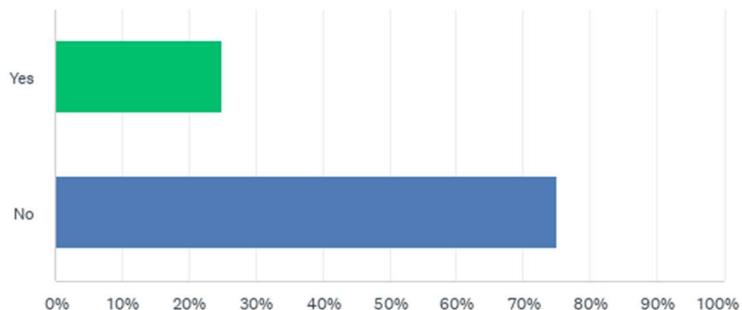
KEY DATA POINTS

Participants: The participating centers represented a diverse range of organizational structures. Voices from all aspects of the childcare landscape were included, from non-profits and for-profits to Head Start programs, district-based centers, home-based care, and religious organizations.

Current Enrollment and Openings: Many centers are not serving their full capacity, often due to difficulties in hiring qualified staff. For example, one preschool had to reduce the number of children they could serve by 50 seats due to staffing shortages and another center reported reducing capacity by 100 seats.

Staffing Challenges: A notable 25% of centers reported having reduced the number of children they could serve due to difficulties finding qualified staff, and 25% anticipate further reductions in the coming year.

Q10 In the last year, have you reduced the number of children that you can serve due to challenges finding qualified staff?

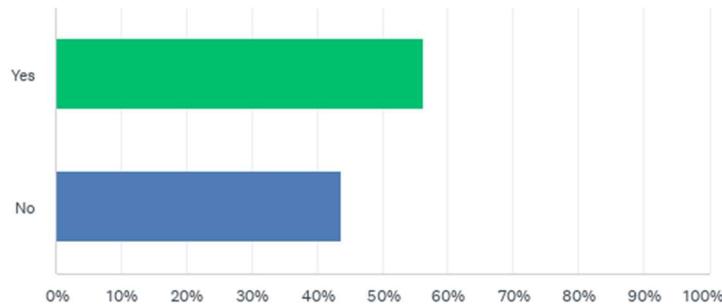


Quality Improvement: Centers rated their ability to make improvements in critical areas. Some centers found maintaining low teacher-to-child ratios difficult (20%), while others highlighted challenges with hiring qualified staff (66.67 ranked this as one of the hardest/level 5) and support teachers attaining higher levels of teacher education and professional training which received nearly level 5 (hardest) by 29% of survey takers.

Financial Pressures: Centers reported increasing costs for food, utilities, and insurance, making it difficult to raise teacher pay without significantly increasing tuition. 87.5% of centers rely primarily on family payments to cover the cost of care, with some centers supplementing tuition income through funding from parent organizations, government subsidies, or scholarships.

Expansion Interest: Despite these challenges, 56.25% of respondents expressed an interest in expanding their services, either by growing their current operations or opening additional sites.

Q13 Do you have any interest in expanding your service to provide care for more children either by growing your current operation or opening an additional site?



CHALLENGES FACED BY PROVIDERS

Staffing Shortages: Hiring and retaining qualified staff remains the most significant challenge for many centers. While some providers have increased wages to attract more candidates, inflation and financial constraints limit how much they can offer. In addition to hiring challenges, the data also highlights that professional development and training for staff can be barriers for centers at times.

Financial Constraints: Many centers are grappling with the financial burden of rising operational costs, including utility bills, food, and insurance.

Public Pre-K Competition: Several centers reported losing enrollment to public Pre-K programs, which provide free or lower-cost care for preschool-aged children.



Notable Quotes From Respondents:

“The inflation is making everything cost more, yet parents are also experiencing this in their homes so they can't afford to pay more for childcare, so we can't increase our prices.”

“Public Pre-K is taking the older children, leaving us with infants and toddlers, which are more expensive to care for, and we can't financially sustain our program on just infants alone.”

“Operating costs are increasing, and we don't have the funds to improve our learning environments.”

“We are being stretched thin with the rising costs of operation, and our families can't afford higher tuition, making it hard to raise teacher pay.”

09

APPENDIX III

GREATER NEW BRAUNFELS PROVIDERS DATA

Operation #	Agency Number	Operation/Caregiver Name	Address	City	State	Zip	County	Phone	Type	Status	Issue Date	Capacity	Email Address	Infant	Toddler	Preschool	School	Hours	Texas Rising Star Accepts ChildCare Scholarships	Deficiencies	
1690392		First Protestant School	205 S CASTELL AVE NEW BRAUNFELS	TX	78130	Comal		830-606-4110	Licensed Center	Full Permit	5/31/2019	251	school@firstprotestant.com	Y	Y	Y	Y	Mon-Fri: 7:00 AM-6:00 PM	No	22	
61801		FUMC Day School, Kindergarten and MDO	572 W SAN ANTONIO NEW BRAUNFELS	TX	78130	Comal		830-408-1724	Licensed Center	Full Permit	10/2/1989	110	dayschool@fumcbr.org	Y	Y	Y	Y	Mon-Fri: 7:00 AM-6:00 PM	No	11	
179420		St. Paul Lutheran Preschool	181 S SANTA CLARA AVE NEW BRAUNFELS	TX	78130	Comal		830-625-2044	Licensed Center	Full Permit	3/14/1986	101	preschool@hbs.tpaul.org	Y	Y	Y	Y	Mon-Fri: 7:00 AM-6:00 PM	4-Star	Yes	18
1763530		Loll's Daycare and Preschool	960 W SAN ANTONIO NEW BRAUNFELS	TX	78130	Comal		830-337-5277	Licensed Center	Full Permit	9/7/2023	83	lollisdaycarean dpreschool@g mail.com	Y	Y	Y	Y	Mon-Fri: 7:00 AM-6:00 PM	No	5	
1725218		New Braunfels Head Start Center	1023 W BRIDGE ST NEW BRAUNFELS	TX	78130	Comal		830-294-0142	Licensed Center	Full Permit	1/26/2022	45	jcajntu@ccsct.o rg	Y	Y	Y	N	Mon-Fri: 7:30 AM-3:30 PM	No	11	
1780959		Two Rivers Academy	1156 E AVENUE NEW BRAUNFELS	TX	78130	Comal		210-422-0011	Licensed Child-Care Home	Full Permit	1/9/2024	12	tworiversacademy@n al.com	Y	Y	Y	Y	Mon-Fri: 8:00 AM-4:30 PM	No	2	
539059		Kids Day Out	373 ST NEW BRAUNFELS	TX	78130	Comal		830-629-2286	Licensed Center	Full Permit	4/27/1999	80	kddirector@n tpres.org	Y	Y	Y	Y	Mon-Fri: 8:45 AM-1:30 PM	No	8	
1782260		BIANCA CASTILLO-MARTINEZ	1231 HUSSACI APT 503 NEW BRAUNFELS	TX	78130	Comal		830-475-0334	Listed Family	Home Listed	7/14/2023	3	jcajntu@ccsct.o rg	Y	Y	Y	Y	Mon-Fri: 7:00 AM-6:30 PM	No	0	
1273026		Sylvia Delavan	608 N BAVARIA BRAUNFELS	TX	78130	Comal		830-237-2759	Licensed Child-Care Home	Register ed	3/15/2011	12	nanny_by_d@yahoo.com	Y	Y	Y	N	Mon-Fri: 7:30 AM-5:30 PM	No	7	
1661145	668	Y School Age @Seeds	540 NEW HOWARD BRAUNFELS	TX	78130	Comal		210-560-4620	Licensed Center	Full Permit	2/9/2018	100	4620center@gmail.com	N	N	N	Y	Mon-Fri: 2:45 PM-6:00 PM	3-5 Star	Yes	2
1790699		Esther Sanchez	351 A NEW MCKENNA BRAUNFELS	TX	78130	Comal		830-822-6610	Licensed Family	Listed	3/5/2024	3	esther.sanchez1974@yahoo.com	N	N	N	N	Mon-Fri: 8:00 AM-5:00 PM	No	1	
1722376		Melissa Smith	167 NEW CARDINA BRAUNFELS	TX	78130	Comal		830-237-2659	Licensed Family	Listed	9/28/2021	3	melissa.smith1974@yahoo.com	N	N	N	N	Mon-Fri: 8:00 AM-6:00 PM	No	1	
1715684		Learning Their Way	1001 NEW MISSION BRAUNFELS	TX	78130	Comal		830-358-7718	Licensed Center	Full Permit	1/27/2021	51	learningtheriway@yahoo.com	N	N	Y	Y	Mon-Fri: 8:00 AM-3:00 PM	No	6	
896557		Ms. Debbie's Darlings Preschool	445 RAVEN BRAUNFELS	TX	78130	Comal		830-708-7503	Licensed Child-Care Home	Full Permit	6/27/2008	12	msdebbiesdarlings1ng@yahoo.com	Y	Y	Y	Y	Mon-Fri: 7:00 AM-5:30 PM	4-Star	Yes	0
1692423	810	The Children's Courtyard, Inc.	1429 S WALNUT BRAUNFELS	TX	78130	Comal		830-608-9588	Licensed Center	Full Permit	7/8/2020	187	3229@childrenscourtyard.com	Y	Y	Y	N	Mon-Fri: 6:30 AM-6:00 PM	Entry-Level	Yes	37
507044		Peggy Podgurski	1466 NEW MARIGOL BRAUNFELS	TX	78130	Comal		830-822-4949	Licensed Child-Care Home	Register ed	4/5/1994	12	peggy.podgurski1974@yahoo.com	Y	Y	Y	Y	Mon-Fri: 7:00 AM-6:00 PM	No	7	
1800428		A Bright Beginning Learning Center	1278 HILLCREST TERRACE 2343 W SAN ANTONIO	TX	78130	Comal		830-609-9151	Licensed Center	Initial Permit	9/9/2024	46	khardinbrightstar.t@gmail.com	Y	Y	Y	Y	Mon-Fri: 6:30 AM-6:00 PM	Yes	3	
862173	668	Y School Age @ Lone Star ANTONIO BRAUNFELS	996 NEW HOLLOWY BRAUNFELS	TX	78130	Comal		210-286-8944	Licensed Center	Full Permit	2/7/2007	68	alysonng@ymca satx.org	N	N	Y	Y	Mon-Fri: 7:00 AM-5:30 PM	Entry-Level	Yes	2
1541134		Early Learning Cottage	19939 SAN SCHNEIDER ANTONIO ER LNUO	TX	78130	Comal		832-651-8834	Licensed Child-Care Home	Full Permit	7/3/2014	10	elizabeth.schneider1974@gmail.com	N	N	Y	Y	Mon-Fri: 7:30 AM-5:30 PM	No	9	
1668212		Precious Pearls	1895 S NEW WALNUT BRAUNFELS	TX	78130	Comal		830-262-5217	Licensed Child-Care Home	Full Permit	1/5/2018	11	preciouspearls1974@gmail.com	N	Y	Y	Y	Mon-Fri: 7:00 AM-5:30 PM	Yes	13	
1672001		Crossroads Church and Preschool	27975 S IH BRAUNFELS	TX	78130	Comal		830-620-5453	Licensed Center	Full Permit	5/6/2003	71	preciouspearls1974@gmail.com	Y	Y	Y	Y	Mon-Fri: 7:00 AM-5:30 PM	4-Star	Yes	16
826632		Little Einsteins, L.L.C.	1021 NEW MISTY BRAUNFELS	TX	78130	Comal		512-538-9495	Licensed Family	Listed	6/26/2023	3	littleeinsteins@yahoo.com	Y	Y	Y	Y	Mon-Fri: 7:00 AM-5:00 PM	No	0	
1538701		Tiffany Hasty	1900 S NEW WALNUT BRAUNFELS	TX	78130	Comal		210-601-9031	Licensed Center	Full Permit	1/18/2022	50	alysonng@ymca satx.org	N	N	N	Y	Mon-Fri: 7:00 AM-5:00 PM	Entry-Level	Yes	13
1726480	668	Y School Age @ Walnut Springs	1412 NEW RIVER RD	TX	78132	Comal		830-387-6597	Licensed Family	Listed	7/18/2024	3	alysonng@ymca satx.org	N	N	N	N	Mon-Fri: 7:00 AM-5:00 PM	Entry-Level	Yes	1
1799955		Lisa Kay Booth	1911 S NEW WALNUT BRAUNFELS	TX	78132	Comal		210-224-2277	Licensed Center	Full Permit	8/20/2024	50	childcare@ymca satx.org	N	N	N	N	Mon-Fri: 7:00 AM-5:00 PM	No	0	
1802627	668	Y School Age @ Memorial WALNUT BRAUNFELS	737 W COUNTY BRAUNFELS	TX	78130	Comal		830-387-0258	Licensed Center	Full Permit	9/13/2005	307	childcare@ymca satx.org	N	N	N	Y	Mon-Fri: 7:00 AM-5:30 PM	No	0	
847014		Triple L Ranch Child Development Center	961 W NEW COUNTY BRAUNFELS	TX	78130	Comal		830-312-7155	Licensed Center	Full Permit	2/7/2024	107	triplel_ccd@yahoo.com	Y	Y	Y	Y	Mon-Fri: 7:00 AM-5:30 PM	Entry-Level	No	4
1786382		Tinker Haus Early Learning Depot	2067 NEW DRAGON BRAUNFELS	TX	78130	Comal		830-830-4313	Licensed Family	Listed	4/25/2018	3	tinkerhausdepot@gmail.com	Y	Y	Y	Y	Mon-Fri: 7:00 AM-6:00 PM	Entry-Level	Yes	1
1669145		Melissa Bustos	1365 W NEW COUNTY BRAUNFELS	TX	78130	Comal		830-420-5999	Licensed Center	Full Permit	10/10/2013	175	bluebirdkidsacademylearning@yahoo.com	Y	Y	Y	Y	Mon-Fri: 7:00 AM-6:00 PM	Entry-Level	Yes	15
1511705		Blue Bird Kids Academy	2047 NEW COMMERCIAL BRAUNFELS	TX	78130	Comal		830-420-5999	Licensed Center	Full Permit	10/15/2013	185	tao1234@att.net	Y	Y	Y	Y	Mon-Fri: 7:00 AM-6:00 PM	No	6	
1520869		Through A Child's Eyes																	No		

1737303	New Braunfels Academy	2065 S WALNUT BRAUNF AVE	NEW ERLVNBDE BRAUNF RGS AVE	ELS	TX	78130	Comal	830-221- Licensed 7434 Center	Full Permit	4/14/2023	83	info@newb rau nfacademy.com	Y	Y	Y	Y	Mon-Fri: 6:30 AM-6:00 PM	Mon-Fri: 6:30 AM-6:00 PM	No	45	
1158626	The Morgan Center, LLC	1215 NEW INDEPENDENCE BRAUNF DR	NEW BRAUNFELS	ELS	TX	78130	Comal	830-627- Licensed 9222 Center	Full Permit	1/5/2011	80	info@th emor gcenter.net	Y	Y	Y	Y	Mon-Fri: 6:30 AM-6:00 PM	Mon-Fri: 7:00 AM-6:00 PM	Entry-Level	Yes	24
1699557	Kids 'R' Kids Learning Academy	2187 N RANCH NEW ESTATES BRAUNF DR	REGISTERED CHILD-CARE	ELS	TX	78132	Comal	830-856- Licensed 2727 Center	Full Permit	7/20/2020	288	info@k idskids westpointe.com	Y	Y	Y	Y	Mon-Fri: 12:00 AM-12:00 PM	Mon-Fri: 7:00 AM-6:00 PM	4-Star	Yes	25
1326426	Rosalinda DelaRosa	2187 N RANCH NEW ESTATES BRAUNF DR	REGISTERED CHILD-CARE	ELS	TX	78130	Comal	Guadalu210-722- pe 8261 Home	Full Permit	7/11/2011	12	del ar osar ose@ ymail.com	Y	Y	Y	Y	Mon-Fri: 6:00 AM-6:00 PM	Mon-Fri: 6:00 AM-6:00 PM	No	2	
1739371	Kiddie Academy of New Braunfels	672 S NEW KOWALD BRAUNF LN	REGISTERED CHILD-CARE	ELS	TX	78130	Comal	830-420- Licensed 6300 Center	Full Permit	4/14/2023	182	nevbr aun fel si@ kiddieacademy.net	Y	Y	Y	Y	Mon-Fri: 7:30 AM-5:30 PM	Mon-Fri: 7:30 AM-5:30 PM	No	32	
1693702	Cheyenne's Daycare	1042 NEW MELLOW BRAUNF BREEZE	REGISTERED CHILD-CARE	ELS	TX	78130	Comal	830-426- Licensed 3820 Home	Full Permit	1/21/2020	12	cheybbee18@g mail.com	Y	Y	Y	Y	Mon-Fri: 7:00 AM-5:00 PM	Mon-Fri: 7:00 AM-5:00 PM	Entry-Level	Yes	23
1633365	Ixtchel Fisher	1994 NEW SHIRE BRAUNF MDWS	LISTED FAMILY	ELS	TX	78130	Comal	815-200- Licensed 0657 Home	Listed	11/2/2016	3	rusiem2603@y ahoo.com	Y	Y	N	N	Mon-Fri: 8:00 AM-5:00 PM	Mon-Fri: 8:00 AM-5:00 PM	No	0	
1682062	Rosemary Montoya	323 NEW SUNDAN CE PKWY BRAUNF APT 2117	LISTED FAMILY	ELS	TX	78130	Comal	713-269- Licensed 0419 Home	Listed	11/19/2018	3	rusiem2603@y ahoo.com	N	Y	N	N	Mon-Fri: 8:00 AM-5:00 PM	Mon-Fri: 8:00 AM-5:00 PM	No	0	
1788772	Marilim Guardado	2325 BROKEN NEW WHEEL BRAUNF LN	REGISTERED CHILD-CARE	ELS	TX	78130	Comal	Guadalu940-782- pe 0334 Home	Full Permit	4/23/2024	3	peekabo ope sc hoo l. it@mai l.com	N	Y	Y	N	Mon-Fri: 8:30 AM-5:30 PM	Mon-Fri: 8:30 AM-5:30 PM	No	0	
1776477	Peekaboo Preschool	1123 NEW STONE BRAUNF PATH	REGISTERED CHILD-CARE	ELS	TX	78130	Comal	Guadalu830-832- pe 5052 Home	Full Permit	11/13/2023	12	rmtervalon@h otmail.com	N	Y	Y	Y	Mon-Fri: 7:00 AM-5:30 PM	Mon-Fri: 7:00 AM-5:30 PM	No	1	
1692438	810 The Children's Courtyard, Inc.	241 HUNTERS BRAUNF VLG	830-625- Licensed 4404 Center	ELS	TX	78132	Comal	830-625- Licensed 4404 Center	Full Permit	12/30/2019	229	3230@children scourtyard.com	Y	Y	Y	Y	Mon-Fri: 6:30 AM-6:30 PM	Mon-Fri: 6:30 AM-6:30 PM	Entry-Level	Yes	34
1496406	Gruene Tree Learning Center	2629 NEW COMMOM BRAUNF NST	830-625- Licensed 7200 Center	ELS	TX	78130	Comal	830-625- Licensed 7200 Center	Full Permit	4/11/2013	135	gruenetreelear ningcenter@mai l.com	N	Y	Y	Y	Mon-Fri: 7:00 AM-5:00 PM	Mon-Fri: 7:00 AM-5:00 PM	No	4	
1681725	Babys First Daycare	203 NEW CAMERO BRAUNF N DR	REGISTERED CHILD-CARE	ELS	TX	78130	Comal	Guadalu830-832- pe 7912 Home	Full Permit	4/17/2019	12	rmtervalon@h otmail.com	Y	Y	Y	Y	Mon-Fri: 7:00 AM-5:30 PM	Mon-Fri: 7:00 AM-5:30 PM	2-5 Star	Yes	10
1331366	Alisha Kelley	1123 NEW STONE BRAUNF PATH	REGISTERED CHILD-CARE	ELS	TX	78130	Comal	Guadalu830-214- pe 5052 Home	Full Permit	6/7/2012	12	br il li astartstl e arin gacade my @mai l.com	Y	Y	Y	Y	Mon-Fri: 6:30 AM-6:00 PM	Mon-Fri: 6:30 AM-6:00 PM	No	12	
1349966	Brilliant Starts Learning Academy	311 FM NEW 306 BLDG BRAUNF	830-708- Licensed 2752 Center	ELS	TX	78130	Comal	830-708- Licensed 2752 Center	Full Permit	2/8/2012	145	br ill startstl e arin gacade my @mai l.com	Y	Y	Y	Y	Mon-Fri: 6:30 AM-6:00 PM	Mon-Fri: 6:30 AM-6:00 PM	4-5 Star	No	24
1699280	A Creative Learning Ctr	2620 NEW KLEIN BRAUNF WAY	830-426- Licensed 8440 Center	ELS	TX	78130	Comal	Guadalu210-683- pe 6620 Center	Full Permit	1/17/2020	200	creative.learni ng@hotmail.co m	Y	Y	Y	Y	Mon-Fri: 2:45 PM-6:00 PM	Mon-Fri: 2:45 PM-6:00 PM	Entry-Level	Yes	16
1029006	668 Y School Age @ Klein Elementary	2813 NEW RIDGE BRAUNF BERRY RD	REGISTERED CHILD-CARE	ELS	TX	78130	Comal	Guadalu210-683- pe 6620 Center	Full Permit	2/23/2010	70	N	N	N	Y	Mon-Fri: 8:00 AM-5:00 PM	Mon-Fri: 8:00 AM-5:00 PM	Entry-Level	Yes	5	
1728123	Safe Steps Home Daycare	207 NEW LUCINDA BRAUNF DR	REGISTERED CHILD-CARE	ELS	TX	78130	Comal	Guadalu830-237- pe 6261 Home	Full Permit	3/2/2022	12	caroljane.anche tal@yahoo.com	N	Y	Y	Y	Mon-Fri: 7:30 AM-5:30 PM	Mon-Fri: 7:30 AM-5:30 PM	Entry-Level	No	5
1671747	Imagine That	4519 NEW LEGEND BRAUNF TRL	LISTED FAMILY	ELS	TX	78130	Comal	Guadalu830-463- pe 7927 Home	Listed	7/10/2024	3	MsCasey101@g mail.com	Y	Y	Y	Y	Mon-Fri: 9:00 AM-5:00 PM	Mon-Fri: 9:00 AM-5:00 PM	Entry-Level	Yes	1
1798165	Rebecca Elizabeth Erben	582 NEW GENEVA BRAUNF ST	830-420- Licensed 6700 Center	ELS	TX	78132	Comal	830-420- Licensed 6700 Center	Full Permit	10/28/2022	182	newbr aun fel stx @goddardscho ols.com	Y	Y	Y	Y	Mon-Fri: 7:00 AM-6:00 PM	Mon-Fri: 7:00 AM-6:00 PM	No	1	
1733836	The Goddard School	5068 OLD HIGHWAY 81 UNIT	REGISTERED CHILD-CARE	ELS	TX	78132	Comal	830-730- Licensed 2302 Home	Full Permit	8/26/2024	3	leister jessica@ yaho o.com	Y	Y	Y	Y	Mon-Fri: 9:00 AM-3:30 PM	Mon-Fri: 9:00 AM-3:30 PM	No	11	
1791992	Carmen Arreguin	5116 FM BRAUNF 482	REGISTERED CHILD-CARE	ELS	TX	78132	Comal	830-237- pe 1164 Home	Register ed Child- Care	10/16/2002	12	leister jessica@ yaho o.com	Y	Y	Y	N	Mon-Fri: 7:30 AM-5:30 PM	Mon-Fri: 7:30 AM-5:30 PM	No	1	
820570	Jessica Lester	3237 NEW SWALLO W POINTE	LISTED FAMILY	ELS	TX	78130	Comal	325-213- pe 2958 Home	Listed	4/21/2021	3	leister jessica@ yaho o.com	Y	Y	Y	N	Mon-Fri: 8:00 AM-4:00 PM	Mon-Fri: 8:00 AM-4:00 PM	No	10	
1716687	Angela La'shell Gray	5116 FM BRAUNF 482	REGISTERED CHILD-CARE	ELS	TX	78130	Comal	325-213- pe 2958 Home	Listed	4/21/2021	3	leister jessica@ yaho o.com	N	N	N	N	Mon-Fri: 8:00 AM-4:00 PM	Mon-Fri: 8:00 AM-4:00 PM	No	0	

**ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF NEW BRAUNFELS AND THE
GREATER NEW BRAUNFELS ECONOMIC DEVELOPMENT FOUNDATION DBA
EARLY MATTERS – NEW BRAUNFELS, LLC.**

This Economic Development Agreement (this “*Agreement*”) is entered into as of the Effective Date (defined below) by and among the City of New Braunfels, Texas, a home rule municipality (the “*City*” or “*Grantor*”) and the Greater New Braunfels Economic Development Foundation DBA Early Matters – New Braunfels, LLC (the “*Grantee*”). The City and Grantee are individually sometimes called a “*Party*” and are together called the “*Parties*”.

Recitals

- A. The City is authorized by Chapter 380 of the Texas Local Government Code to make grants of public funds to promote local economic development and may contract with an entity for the administration of a supporting program; and
- B. In accordance with Chapter 380, Grantor created a program for the purpose of making such grants available; and
- C. The Grantee previously committed \$100,000 to complete a thorough assessment of the New Braunfels childcare ecosystem including community-wide involvement with businesses, schools, government, nonprofits, churches, and individuals seeking care; and
- D. The Grantee developed a shared childcare vision for New Braunfels’ future, completed a citywide Early Care and Education Final Report (the “*Report*”), assembled an Early Matters New Braunfels Steering Committee comprised of thirteen (13) community leaders, established a three-year budget that will launch the initiative, created a full-time Director job description, and secured grants totaling \$325,000 from the Kronkosky Charitable Foundation and the McKenna Foundation; and
- E. The Report determined that addressing early childhood education and childcare needs is critical to long-term economic and community vitality and has emerged as a business and economic issue. High childcare costs and limited availability affects families’ ability to work, increasing employee turnover and reducing the local labor pool. Staffing shortages, financial constraints, and quality improvement barriers limit providers’ ability to meet demand and improve services; and
- F. The Grantee intends to address early childhood education and childcare needs throughout the New Braunfels community in accordance with the recommendations and actions recommended in the Report (collectively, the “*Project*”); and
- G. Grantee requested a grant from Grantor to assist in the funding of the Project; and

- H. The City has determined that by making such grants to the Grantee, the city is promoting local economic development and stimulating business activity within the City;
- I. This Agreement has been submitted to the parties for consideration and approval, and the Parties have taken all actions required prior to the execution of this Agreement to make the same binding upon the Parties according to the terms hereof; and
- J. The Parties wish to set forth their respective rights and obligations with respect to the Project;
- K. This Agreement is in accordance with the City's adopted Chapter 380 Economic Development Program as the City Council of the City of New Braunfels has specifically determined by resolution that this Project will bring benefit to the City consistent with the General Statement of Purpose and Policy of the City's Chapter 380 Economic Development Program.

NOW, THEREFORE, in consideration of the promises and agreements herein set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties contract and agree as follows:

1. Performance Conditions.

To be eligible for payment under this Agreement, Grantee must fulfill to City's satisfaction, the Scope of Services attached hereto as Exhibit A.

2. Payments to Grantee. Subject to Grantee meeting the terms of this Agreement, the City agrees to take the following actions:

Upon execution of this Agreement by the Parties, submission by Grantee to Grantor of an invoice approved by the City Manager or his designee, and subject to the terms and conditions herein, Grantor will direct disbursement as follows:

- a. Grantee shall be provided \$100,000 annually in funding for direct grant assistance for operation of the Program in accordance with the Scope of Services attached hereto and incorporated as Exhibit A.

3. Term. This Agreement shall be effective upon execution of this Agreement and shall terminate the sooner of four years from the date of execution of this Agreement or once \$300,000 has been distributed to Grantee under this Agreement. (the "**Term**").

4. Representations and Covenants.

Grantee hereby represents and covenants as follows:

- A. Grantee is duly authorized and existing non-profit corporation in good standing under the laws of the State of Texas; and is authorized and in good standing to transact business in the State of Texas during the Term of this Agreement.

- B. Grantee has taken all necessary corporate action to authorize its execution and delivery of this Agreement and its performance of its obligations hereunder.
- C. Grantee will use its reasonable efforts to complete all of its obligations under this Agreement when and as set forth herein.
- D. Grantee has not entered into, and will not enter into, any agreement (written or otherwise) with any person or entity that would prohibit or limit Grantee from performing all of its obligations under this Agreement.
- E. As of the date of this Agreement, there is no material litigation, claim, or proceeding pending of which Grantee has received written notice, nor to the actual knowledge of Grantee is there any material litigation, claim or proceeding threatened that would prohibit or limit Grantee from performing all of its obligations under this Agreement.
- F. No bankruptcy proceedings or other proceedings are currently pending or contemplated, and Grantee has not been informed of any potential involuntary bankruptcy proceedings.
- G. Grantee will not dissolve or take any action in furtherance thereof so long as it has not performed all of its obligations under this Agreement.

5. Events of Default, Delay, and Termination.

- A. Any Party's failure to comply with and adhere to their respective performance conditions or obligations hereunder, or under the terms of the Agreement, shall constitute an event of default under this Agreement. If Grantee fails to comply with any of the required performance obligations in section 1 of this Agreement, Grantee shall pay back on a pro rata monthly basis for each month of the year for which Grantee received payment and was not meeting the required performance obligations.
- B. Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement such that another Party's remedies are available, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if such breach has been cured within sixty (60) days following the receipt of such notice; provided, however, if such breach is not reasonably curable within such 60-day period, and Grantee has commenced and is pursuing such remedies as shall be reasonably necessary to cure such breach, then Grantee shall have an additional ninety (90) days to cure such breach (the "**Cure Period**").
- C. In the event of a breach of this Agreement by Grantee beyond the applicable notice and Cure Period, the City may (i) terminate this Agreement by the delivery of written notice to Grantee; or (ii) suspend payment of the Grant Payment otherwise due to Grantee following the date of termination; and (iii) seek to recover from Grantee any legal expenses incurred by City to enforce Grantee's compliance with its obligations under the terms of this Agreement. Notwithstanding the foregoing, in no event may the City terminate this Agreement solely for Grantee's failure to satisfy one or more of the Investment Conditions.

- D. In the event of a breach of this Agreement by the City beyond the applicable notice and Cure Period, Grantee, as its sole and exclusive remedies, may (i) seek to exercise its rights to enforce City's obligations hereunder in order to receive Grant Payments due to Grantee; (ii) seek to recover from City any legal expenses incurred by Grantee to enforce City's payment of monetary obligations under this Agreement; and/or (iii) terminate this Agreement by the delivery of written notice to the City.
- E. Time is of the essence in this Agreement. Notwithstanding the foregoing, any deadlines provided in this Agreement shall be subject to any event of Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean any contingency or cause beyond the reasonable control of any Grantee, including without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action or inaction including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions, fire, earthquake, tornado, hurricane, explosions, floods, epidemics, strikes, slowdowns, work stoppages, unusually severe weather or global recessions; provided, however, that in no event shall any event of Force Majeure extend any deadline in this Agreement by more than twelve months. In addition, if the Grantee notifies the City that it is unable to satisfy any deadline provided in this Agreement due to adverse economic conditions, the City agrees to meet with the Grantee to better understand the impact of those adverse economic conditions on the Grantee and consider making good faith adjustments to the terms of this Agreement to address the impacts of such adverse economic conditions upon the Grantee.

6. Authority.

- A. The City hereby represents and warrants that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.
- B. Grantee hereby represents and warrants that it has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions.

7. Miscellaneous Provisions. The following miscellaneous provisions are included in this Agreement:

- a. **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement.
- b. **Assignment.** This Agreement cannot be assigned by Grantee without the prior written consent of the City, which consent may not be unreasonably denied, delayed, conditioned or withheld (it being understood that reasonable reasons for

the City to deny such consent include, without limitation, the lack of financial viability of the assignee, the business reputation of the assignee, the assignee's engaging in a type of business that would reflect poorly on the City, the assignee's lack of compliance with City ordinances and laws, etc.). Notwithstanding the foregoing, Grantee may assign this Agreement (in whole or in part), without the prior written consent of the City to any affiliate of Grantee (currently existing or later formed), provided that such assignee assumes the obligations and liabilities of Grantee in writing in a form reasonably approved by the City.

- c. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Comal County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Comal County, Texas.
- d. Compliance with Applicable Law. Grantee agrees to comply with all applicable federal, state, and local laws throughout the term of this Agreement.
- e. Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Each Party warrants and represents that the individual executing this Agreement on behalf of that individual's represented Party has full authority to execute this Agreement and bind the represented Party to the same.
- f. Severability. In the event any provision in this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- g. Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the Party to whom the notice is to be given at the addresses identified below. Any Party changing its address for notices under this Agreement shall do so by giving formal written notice to the other Party no later than the same day that such change is made. For notice purposes, each Party agrees to keep the other informed at all times of its current address. The addresses of the Parties are:

If to City:

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

With copy to:

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

If to Grantee: NEED
NEED
NEED

Notices, approvals, and other communications provided for herein shall be deemed delivered upon actual delivery.

- h. Effective Date. The Effective Date of this Agreement shall be the last date indicated below reflecting execution of this Agreement by each Party.
- i. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document. Grantee shall execute this Agreement prior to the City of New Braunfels.
- j. Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.
- k. No Joint Venture; No Third Party Beneficiaries. It is acknowledged and agreed to by the parties to this Agreement that the terms hereof are not intended to, and shall not constitute a partnership or joint venture between the parties. Further, this Agreement does not establish rights in any third parties. The City, and its respective officials, officers, and agents, do not assume any responsibility or liability to any third parties in connection with the development of the Project.
- l. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following each Saturday, Sunday, or legal holiday.
- m. Indemnity. Grantee agrees to indemnify the City, and its officials and officers (in their capacities as officials and officers), from and against any third party claims, losses, damages, causes of action, suits, and liabilities arising out of any negligence of Grantee in its operation of the Project; provide that Grantee shall not be obligated to indemnify the City for claims arising out of the willful misconduct or gross negligence of the City or its agents.
- n. No Waiver of Immunity. No provision of this Agreement shall affect or waive any sovereign or governmental immunity available to the City and/or its elected officials, officers, employees, and agents under Federal or Texas law nor waive any defenses or remedies at law available to the City and/or its elected officials, officers, employees, and agents under Federal or Texas law.

Signatures on Following Page

This Agreement to be effective on the last date executed by the respective Parties below (the "*Effective Date*").

GRANTEE

By: _____
NAME, TITLE

Date: _____

CITY OF NEW BRAUNFELS

Robert Camareno, City Manager

Date: _____

ATTEST:

Gayle Wilkinson, City Secretary

Valeria Acevedo, City Attorney

1/26/2026

Agenda Item No. B)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

Applicant: Vincent Gerard & Assoc. Inc

Owner: City of New Braunfels

SUBJECT:

Public hearing and first reading of an ordinance, requested by Vincent Huebinger of Vincent Gerard & Assoc. Inc, to rezone approximately 0.1 of an acre out of the Oak Run School 2 Subdivision, Block 1, Lot 2B, from R-1 (Single-Family District) to R-1 SUP (Single Family District with a Special Use Permit to allow a Telecommunications Tower), currently addressed at 2212 Alyssa Way.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** 3**BACKGROUND INFORMATION:****Case No:** SUP25-421**Applicant:**

Vincent Gerard & Associates

(512) 328-2693 | sherryh@vincentgerard.com

Staff Contact:

Amanda Mushinski, AICP, CNU-A

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

The subject site is an approximately 0.1 of an acre portion (2,300 square feet) of the 2.3-acre property addressed at 2212 Alyssa Way, situated at the northwest corner of Alyssa Way and Oak Run Point, one block northwest of State Highway 46 West, and adjacent to Oak Run Middle School. The property is currently occupied by New Braunfels Fire Station No. 4, with the requested lease area located on the station grounds.

The surrounding area includes a mix of civic, educational, residential, and neighborhood commercial uses. The property is bordered by R-1 (Single-Family Residential) District and C-1 (Local Business) District zoning, with adjacent land uses including the middle school, a church, and multiple neighborhood-serving commercial establishments.

ISSUE:

The applicant is requesting a Special Use Permit to allow the installation of a 150-foot tall monopole telecommunications tower and associated unmanned ground equipment within a fenced lease area.

Improvements include the monopole, equipment cabinets, an emergency generator, and a screening fence.

Landscaping is proposed around the lease area, and existing vegetation along the northern property boundary would remain.

A Special Use Permit is required pursuant to Section 144-5.7 (Telecommunication Towers/Antennas) because

the tower is located within an R-1 zoning district, where towers are not allowed by right. Section 144-5.7 requires consideration of height, proximity to residential properties, surrounding topography, screening, compatibility, and whether collocation on existing structures is feasible.

In evaluating the request, the Planning Commission and City Council are to consider compatibility with surrounding zoning and land uses, the visual and aesthetic impacts of the proposed tower, and the adequacy of screening and site design. The nearest residential lots are located approximately 900 feet northwest along Windsor Lane. In their proposal, the applicant indicates they will erect a 6-foot tall decorative wood fence, supplemental landscaping, and preservation of existing vegetation along the northern property line. The applicant has also provided information regarding the lack of suitable existing structures for collocation within the service area.

The submitted landscaping plan was evaluated for compliance with the standards for telecommunications facilities outlined in Section 144-5.7 of the Code of Ordinances. These standards require that screening consist of **evergreen** vegetation capable of providing year-round visual buffering of the facility. The proposed plan includes deciduous tree species, which do not meet the evergreen screening requirement. While the overall site layout and intent to provide screening are appropriate, revisions to the landscaping plan will be necessary to ensure compliance with the adopted standards and to provide effective, continuous screening for surrounding properties.

These factors should be considered when determining whether the request is appropriate for the site and whether conditions are warranted to ensure compatibility with the surrounding area.

Additionally, the City is subject to limitations in the Federal Telecommunications Act, 47 U.S.C. § 332 (c) (1)(B), which states:

(B) Limitations

- (i)** The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof
 - (I)** shall not unreasonably discriminate among providers of functionally equivalent services; and
 - (II)** shall not prohibit or have the effect of prohibiting the provision of personal wireless services.
- (ii)** A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.
- (iii)** Any decision by a State or local government or instrumentality thereof to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.
- (iv)** No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.
- (v)** Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such action or failure to act, commence an action in any court of competent jurisdiction. The court shall hear and decide such action on an expedited basis. Any person adversely affected by an act or failure to act by a State or local government or any instrumentality thereof that is inconsistent with clause iv may

petition the Commission for relief.

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

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

COMPREHENSIVE PLAN REFERENCE:

- **Action Item 1.7:** Target Infrastructure investments to support a growing population in preferred locations.

Future Land Use Plan: The subject property is located within the Veramendi Sub Area, near existing Civic and Education Centers, and near a Future Market Center.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The Land Use Fiscal Analysis (LUFA) recommended action is to prioritize infill projects that add people and buildings in areas with existing infrastructure. This will increase tax revenue without significant impacts on services and infrastructure costs and distribute cost burdens across more property owners. An increase in development opportunities from rezoning will allow net positive revenue per acre. While the proposed use does not add people that would require infrastructure, it would instead **expand infrastructure capacity**.

If this rezoning request is approved, the City of New Braunfels and The Towers, LLC (Vertical Bridge) will execute a lease agreement for the location of a telecommunications tower within the defined lease area.

RECOMMENDATION:

Staff recommends approval with the following conditions:

1. Landscaping and screening shall comply with Section 144-5.7 of the Code of Ordinances. The landscaping plan shall be revised to provide evergreen screening vegetation from the City's approved plant list capable of achieving a minimum height of six (6) feet within two years.
2. The maximum height of the monopole telecommunications tower shall be 150 feet.
3. The property will remain in compliance with the approved site plan. Any significant changes to the site plan will require a revision to the SUP.

The Planning Commission held a public hearing on January 6, 2026, and recommended approval (6-1)

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

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

- (1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;
- (2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
- (3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;

- (4) Any other factors that will substantially affect the public health, safety, morals, or general welfare; and
- (5) Whether the request is consistent with the comprehensive plan.

Mailed notification as required by state statute:

Public hearing notices were sent to owners of 5 properties within 200 feet of the request. As of the date this agenda was posted, a supermajority vote of City Council is not required to approve the applicant's request.

Resource Links:

- Chapter 144, Sec. 3.3-1 (R-1) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 5.7 (Telecommunication towers/antennas) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?



Path:

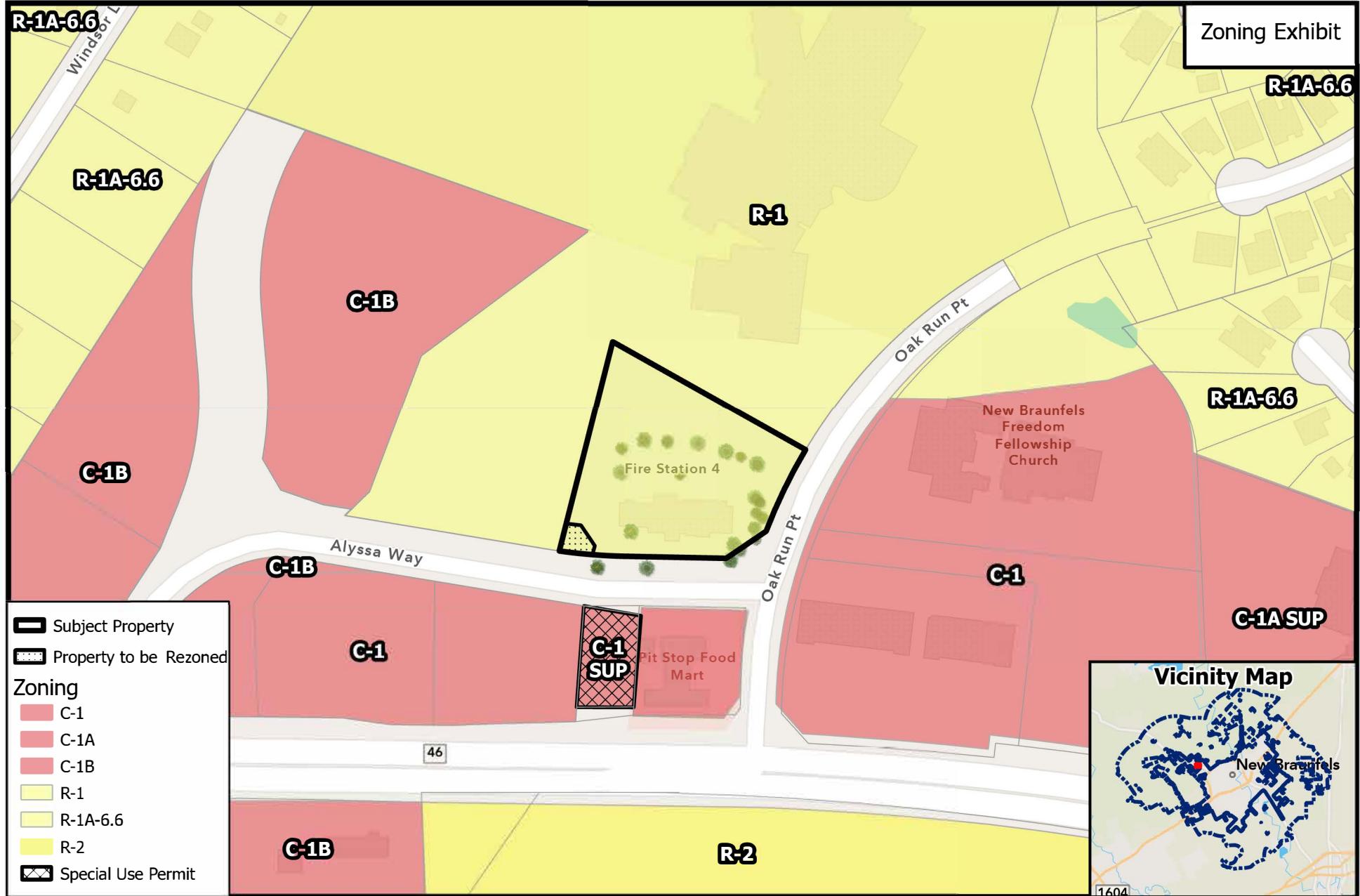
L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP25-421 - 2212 Alyssa Way - SUP

SUP25-421
2212 Alyssa Way - SUP for Telecommunications Tower

Source: City of New Braunfels Planning
 Date: 12/17/2025

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





SUP25-421

2212 Alyssa Way - SUP for Telecommunications Tower

Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP25-421 - 2212 Alyssa Way - SUP

Source: City of New Braunfels Planning
Date: 12/17/2025

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





November 13, 2025

Planning & Development
New Braunfels, Texas

**Summary Letter for Vertical Bridge Verizon Mobility Wireless
Communications Site. 2212U Alyssa Way New Braunfels, TX 78132**

After a request from Verizon Mobility and a search of all properties within a 1/4-mile search ring study, we believe we have found an excellent location and solution for a wireless site in the western corridor of New Braunfels Texas for best coverage in this immediate area. This site will provide necessary coverage to the homes, businesses, and commuters for wireless customers in and around the area along Hwy 46 and FM 1863 near the Oak Run Community and middle school. This site will accommodate all the major carriers at 150'. Verizon radio frequency engineers are having difficulty with "In Building Coverage" issues in the immediate area of this fire station. Their customers are also having "Capacity" issues on their surrounding sites in New Braunfels. The combination of a major traffic corridor along Highway 46 and Loop 337 for local communications that now include larger attachments, videos, pictures and general applications have slowed down the RF power for existing sites. These sites are discussed below and need to offload this RF and data traffic to this current site. Their goal is to have 5G quick speed data and continue their best in building coverage throughout New Braunfels. If this capacity issue is not alleviated, customers will start receiving long wait times in the queue and will eventually start dropping calls due to capacity overload on their existing infrastructure. No other vertical options were available for colocations.

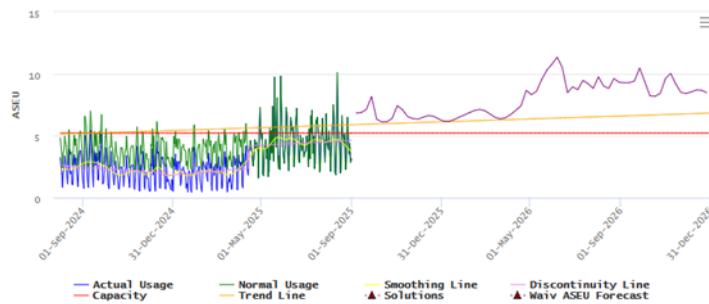
Master Inventory of existing sites with Verizon Equipment within 5 miles

- 1) Tower #1 – South of the proposed site approximately 5,600' (over 1 mile away) is an SBA tower that would not work for the RF engineers due to its proximity to another SBA tower where Verizon is already co-located and located outside the search ring. The coverage would overlap on that existing 150' monopole would not meet the target area for Verizon customers with improved coverage needs. This site is located close to the intersections of Loop 337 and State Hwy 46. (see aerial exhibit Map)
- 2) Tower # 2 – East of the proposed site is a faux flagpole at New Braunfels High School that holds only 3 antennas and is at capacity. It serves predominately the east part of New Braunfels along with the high school and thousands of homesites near the high school. It also serves the commercial and business along Loop 337.
- 3) Tower #3- East of the city and along Loop 337 and N Walnut Ave is the other new mono pine tower Verizon is co-located on at the apartments across from HEB. It is too close to the flagpole to fix the coverage gap and also does not work. This completes the Verizon Mobility infrastructure for the immediate area.

It is important that the new site can cover as much area and customers as possible to optimize their customers' coverage and their "FirstNet" equipment. Verizon made requested a 150' monopole height, which will allow Vertical Bridge to market to the other two big carriers, T-Mobile and AT&T wireless. A monopole design is the least obtrusive structure in our industry. By code Section 10-69, wireless use is

only allowed by Specific Use Permit (SUP), therefore we are respectfully requesting a Specific Use Permit for this land use from the Planning and Zoning commission and City Council.

Capacity Explained



Capacity issues are becoming a difficult situation with the increased use of Smart phones and multiple applications and alerts customers are using. The carrier will add additional antenna to the existing structure until the antenna array is completely full. These modifications occur over the course of years of operations. The exhibit above shows an antenna sector operating above the normal capacity of that site shown in a red line. Once the situation looks like this antenna sector for Verizon, the RF engineering team issues a search ring for the area of concern to download the major increase of activity and data on that site.

Fall Zone

Monopoles at 150' in height typically have a fall zone designed by the manufacturer in case of catastrophe. The monopole will not fall like a tree, rather implode onto itself in about 4 designated weak points on the pole. Typical fall zones for 150' monopoles are 32' from the base of the structure. This allows surrounding land use and property owners the benefit of full use of their property in case of a major ice storm and wind damage the structure.

Residential Setbacks & Inspection trips.

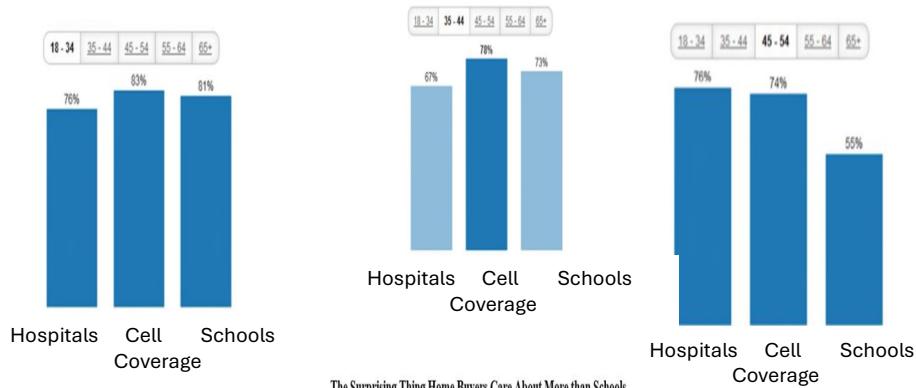
The closest residential lots are 680' to the south along State Hwy 46. The unmanned site will be accessed 1x per month by maintenance workers by pickup truck or SUV for inspections. If a waiver is necessary for any landscaping, consider this summary for that specific purpose. The current tract of land is being used as an industrial facility and has numerous weekly truck drop offs.

Value of Surrounding Property, Use and enjoyment of surrounding landowners.

There has not been any substantial evidence on decreased values use and enjoyment of adjoining properties. Recent studies show an actual preference of home buyers for great or good coverages over schools and hospitals nearby. Root Metrics and Morning Consult has prepared a study based on surveys of homebuyers on what were the most important items in their purchase of a specific property. Age difference varies, and among the older folks the hospitals increase in concern. Below are the bar graphs from Root Metrics studies and Morning Consult. We have also included a value study from an MAI Appraiser in Tennessee for backup information which concludes no decreased values on adjoining properties around wireless communication Tower sites.

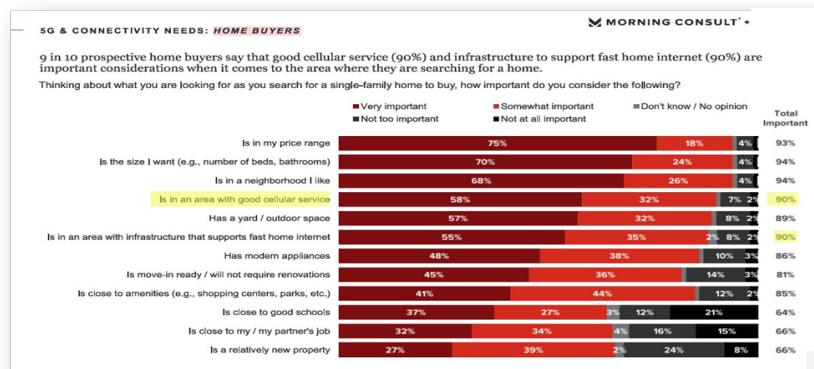
The Surprising Thing Home Buyers Care About More than Schools

(RootMetrics/Money, June 2, 2015)



The Surprising Thing Home Buyers Care About More than Schools

(RootMetrics/Money, June 2, 2015)



Necessity of the Specific Use Permit for Public Safety & Welfare.

The carrier's data shows that over 90% of 911 calls come from mobile phones. This site will increase the capacity for 911, adding reliable speed and connection to the 911 dispatchers. AT&T also employs FirstNet equipment and antenna on every new tower site for access to first responders.



Nature of the site, Available Vertical Infrastructure, Zoning and Candidate Options

The tower owner Vertical Bridge and Primary carrier Verizon Mobility, have explored every available option for existing infrastructure such as the existing towers, water tanks and rooftops. No other options were available for co-locations. This leads us to a new site build. It will be a standard monopole and the equipment will be outdoor cabinets, backup battery and backup generators for emergency power loss only. The monopole and equipment are shown on the zoning drawings and site plan filed with this SUP application.

Tower Owner Responsibilities

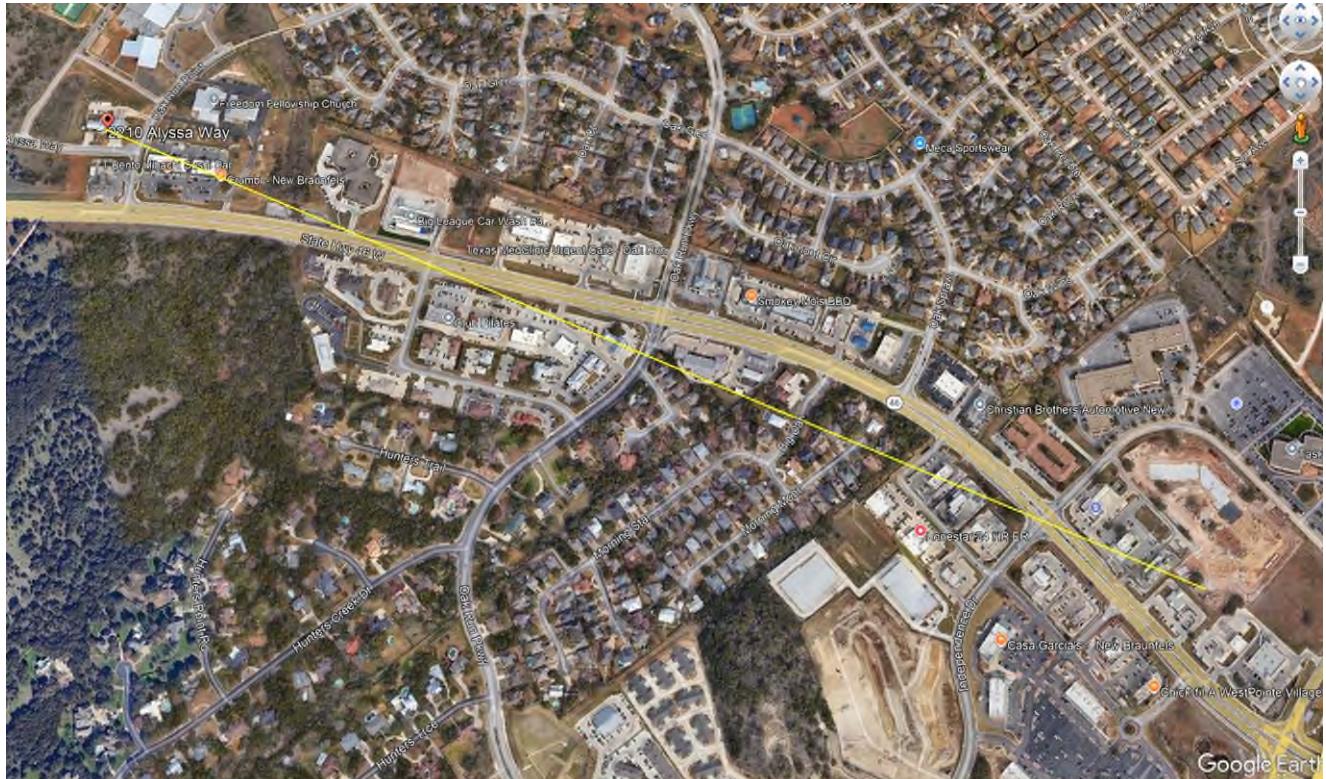
Vertical Bridge will maintain the site in good condition and actively pursue additional carriers on this site. They have provided a letter in this application.

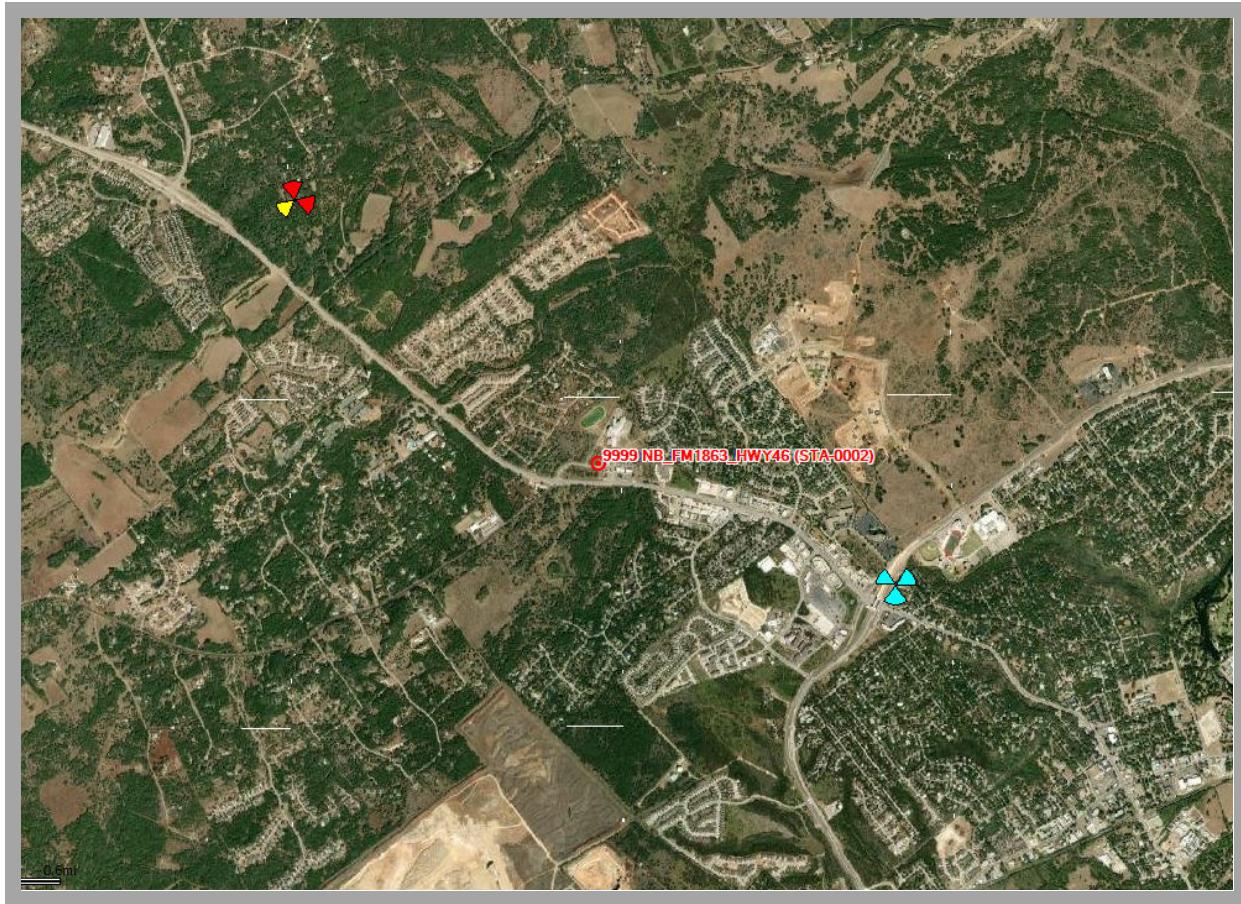
If there are any questions concerning the summary, zoning site plan and supplemental information please contact us or Jody Kriloff, Vertical Bridge.

Sincerely

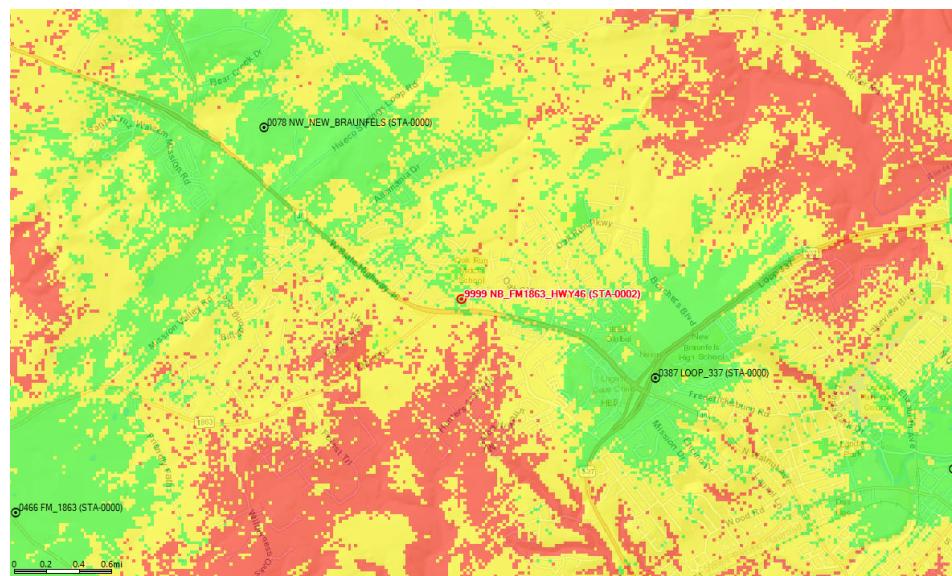
Vincent G. Huebinger

Aerial Exhibit – Closest Tower

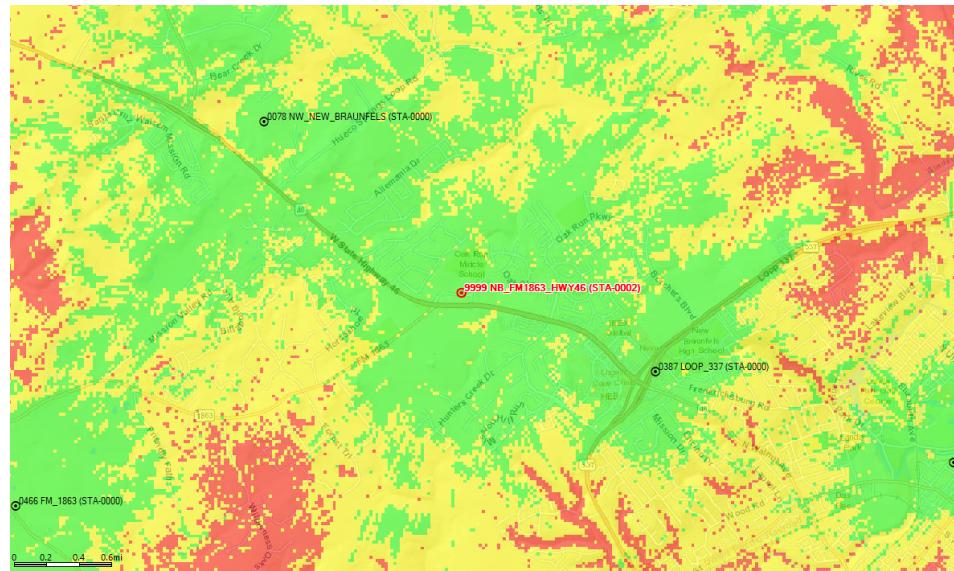


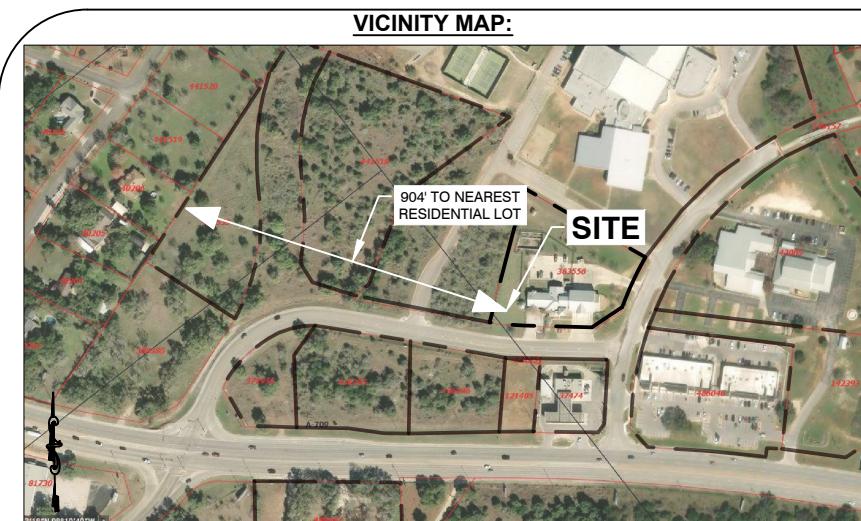


Coverage without the NB FM 1863 HWY 46 Site



Coverage with the NB 1863 HWY 46 Site





SPECIAL USE PLAN

PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY WITH 120' MONOPOLE AND EQUIPMENT

PROJECT INFORMATION:

TOWER OWNER
VERTICAL BRIDGE
750 PARK OF COMMERCE DRIVE,
BOCA RATON, FL 33487

APPLICANT
VINCENT GERARD & ASSOCIATES
5524 BEE CAVES ROAD #4,
AUSTIN, TX 78746
CONTACT: VINCE HUEBINGER
PHONE: 512.328.2693

ZONING
R-1 SINGLE FAMILY DISTRICT

SITE LOCATION
LAT. 29° 43' 20.7" N
LONG. 98° 10' 31.3" W

PROJECT TYPE
NEW 150' MONOPOLE
UNMANNED TELECOMMUNICATION
FACILITY, CONSISTING OF FUTURE
EQUIPMENT PLATFORMS, SHELTERS,
DIRECTIONAL AND GPS ANTENNAS

PERMITTING
COUNTY: COMAL COUNTY
JURISDICTION: CITY OF NEW BRAUNFELS
BUILDING CODE: 2021 IBC
EXISTING USE: FIRE STATION
PROPOSED USE: TELECOMMUNICATIONS FACILITY

LEGAL DESCRIPTION
OAK RUN SCHOOL 2, BLOCK 1, LOT 2B

UTILITIES
ELECTRIC PROVIDER

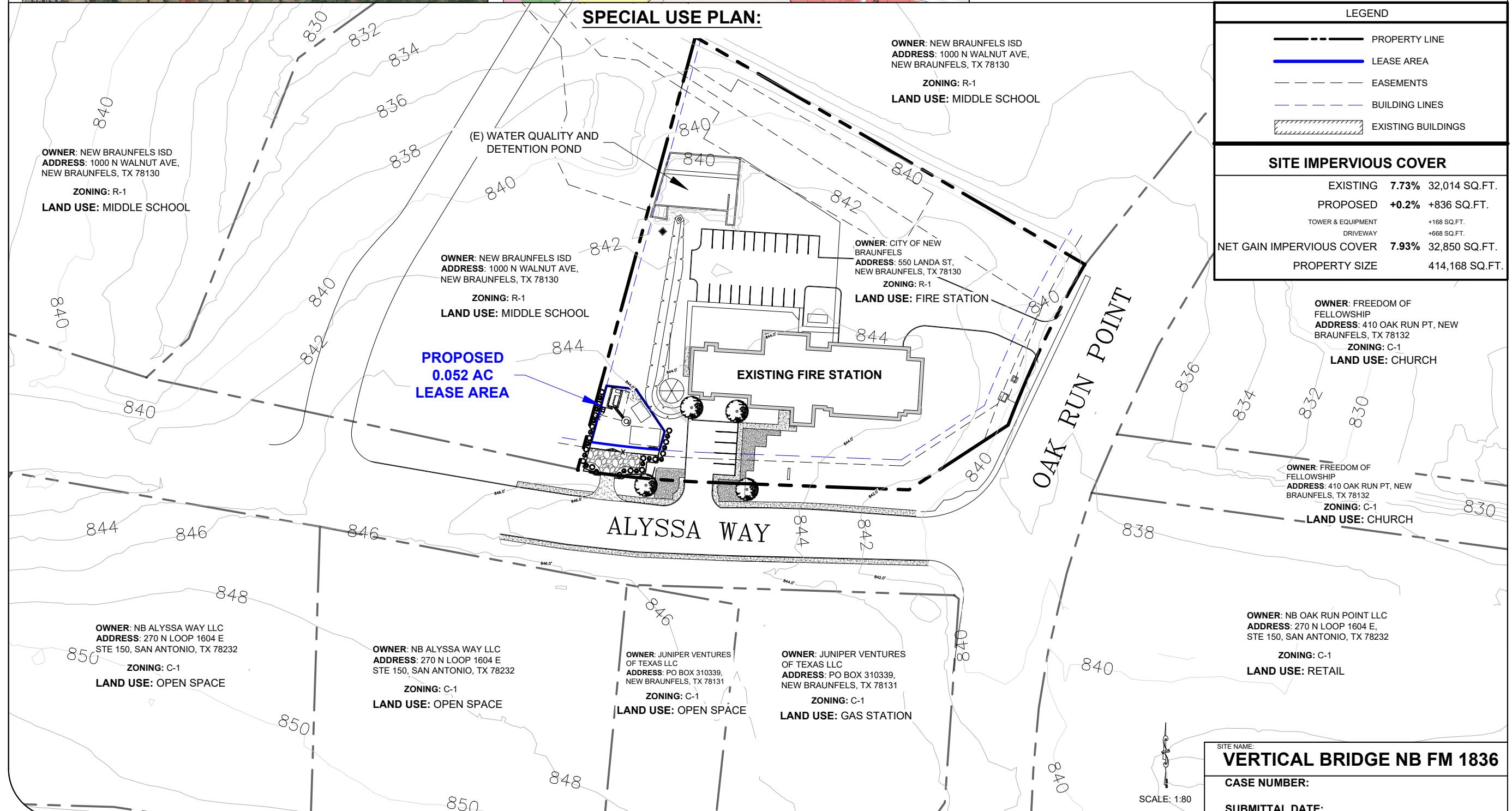
ONE-CALL TEXAS
CONTRACTOR TO CALL BEFORE DIGGING
PHONE: 811 OR 1.800.545.6000

LANDOWNER
CITY OF NEW BRAUNFELS
550 LANDA ST, NEW BRAUNFELS, TX 78130

ADDRESS
2210 ALYSSA WAY, NEW BRAUNFELS,
TX 78132
(PENDING 911 ADDRESS)

THIS SITE COMPLIES WITH SECTION 144-5.7 OF NEW BRAUNFELS CODE HOWEVER
REQUIRES A SUP DUE TO THE RESIDENTIAL ZONING ON THE FIRE STATION TRACT.

SPECIAL USE PLAN:

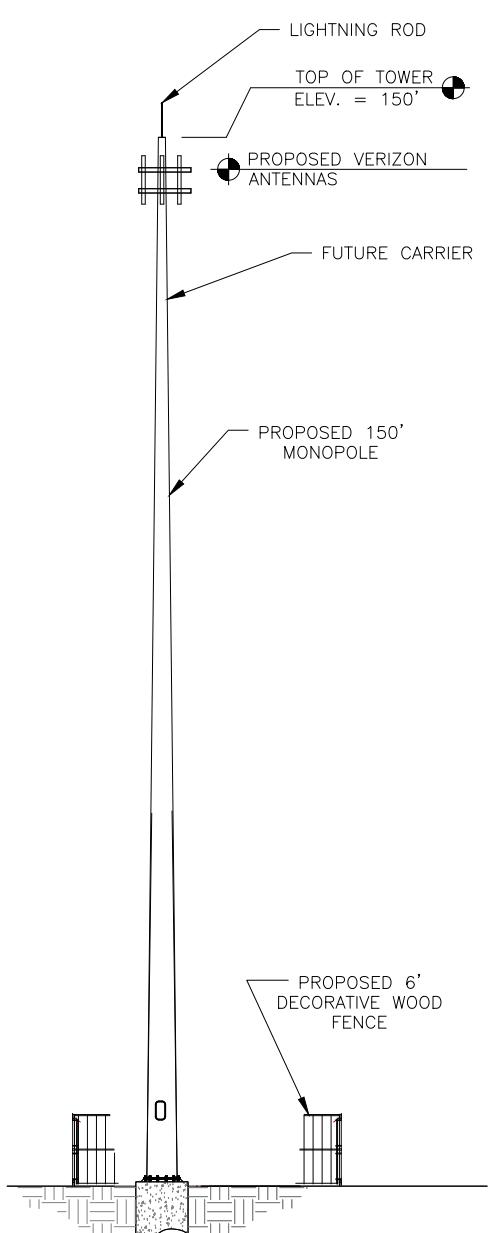


DETAILED SPECIAL USE PLAN:



LEGEND	
PROPERTY LINE	
LEASE AREA	
EASEMENTS	
BUILDING LINES	
EXISTING BUILDINGS	
DECORATIVE WOOD FENCE	

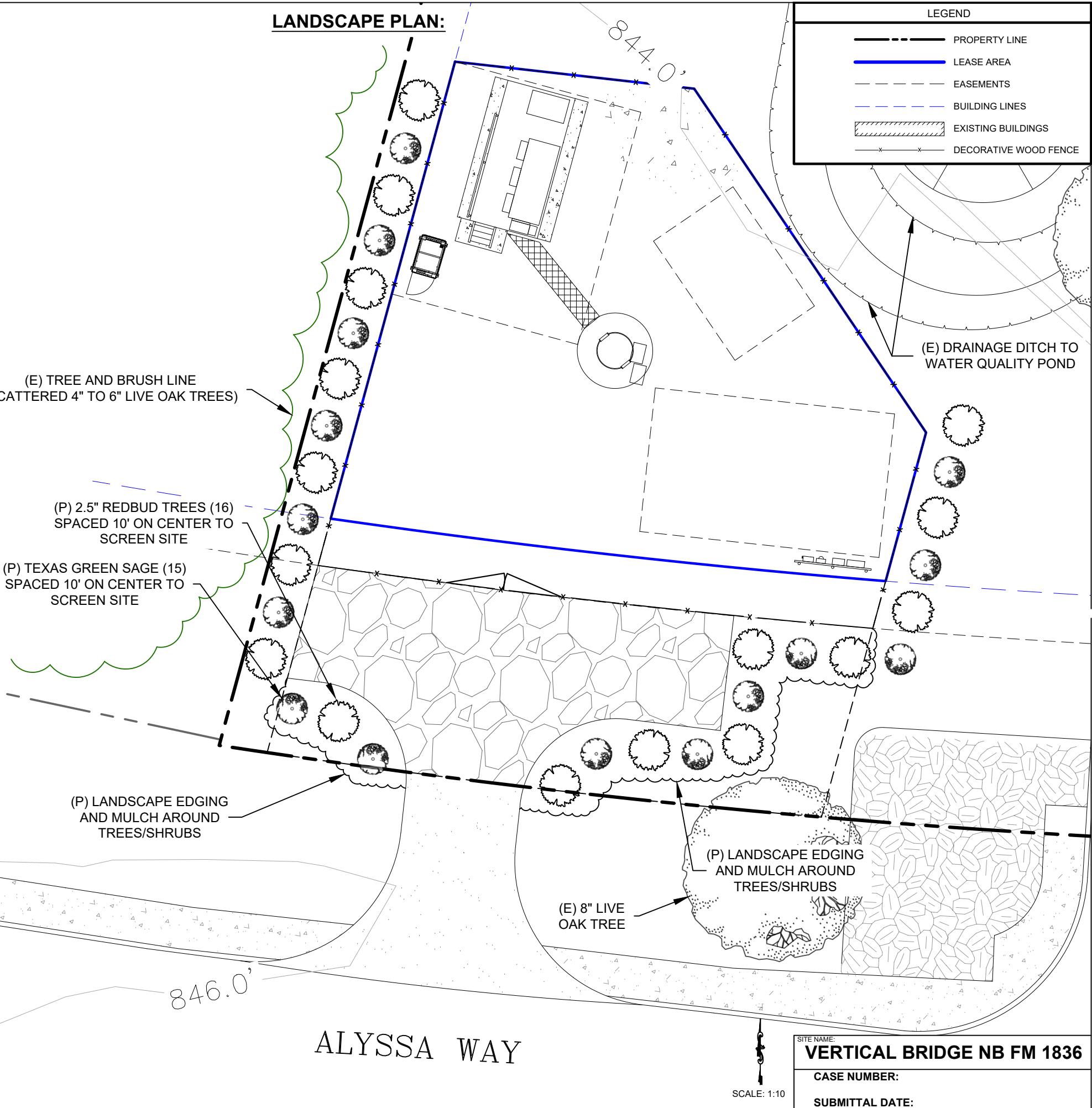
TOWER ELEVATION



TOWER OWNER	PROPERTY OWNER	SITE INFORMATION
VERTICAL BRIDGE 750 PARK OF COMMERCE DRIVE, BOCA RATON, FL 33487	CITY OF NEW BRAUNFELS 550 LANDA ST, NEW BRAUNFELS, TX 78130	2210 ALYSSA WAY, NEW BRAUNFELS, TX 78132 (PENDING 911 ADDRESS)
SITE NAME: VERTICAL BRIDGE NB FM 1836		
CASE NUMBER:		
SUBMITTAL DATE:		

TOWER OWNER VERTICAL BRIDGE 750 PARK OF COMMERCE DRIVE, BOCA RATON, FL 33487	PROPERTY OWNER CITY OF NEW BRAUNFELS 550 LANDA ST. BRAUNFELS, TX 78130	SITE INFORMATION 2210 ALYSSA WAY, NEW BRAUNFELS, TX 78132 (PENDING 911 ADDRESS)	LEGEND <ul style="list-style-type: none"> PROPERTY LINE LEASE AREA EASEMENTS BUILDING LINES EXISTING BUILDINGS DECORATIVE WOOD FENCE
			VINCENT GERARD & ASSOCIATES LAND PLANNING & ZONING CONSULTANTS 1715 CAPITAL OF TEXAS HIGHWAY SOUTH, STE. 307 AUSTIN, TEXAS 78746 (512) 268-3665 • FAX: (512) 268-4011 • vgandassociates@gmail.com

LANDSCAPE PLAN:



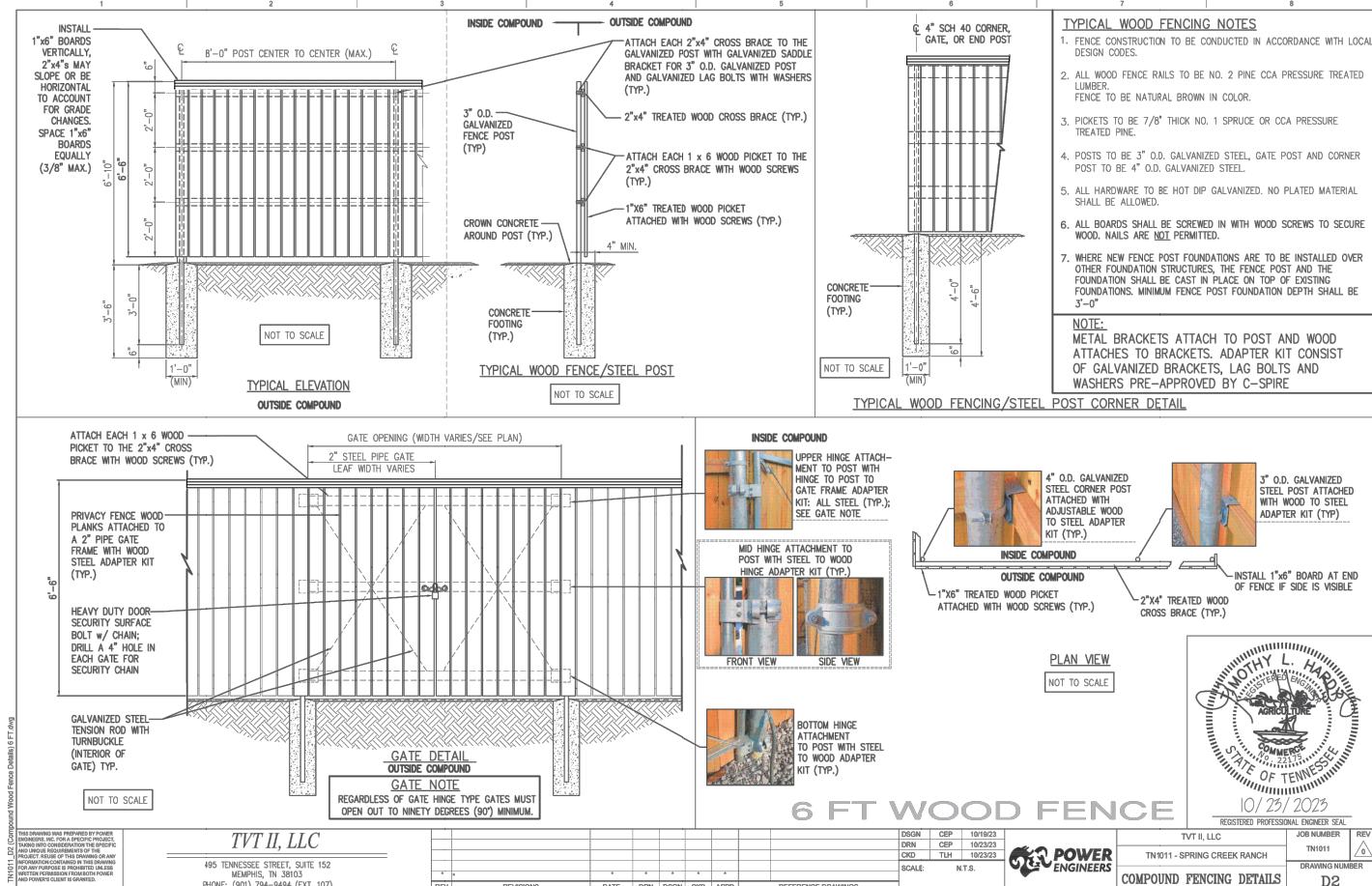
NOTE:
 REFERENCE LANDSCAPE DRAWINGS FOR EXISTING
 PLANT AND TREE MATERIALS ON SHEET 6.

WOOD FENCE DETAIL:

DECORATIVE WOOD FENCE DETAIL:

FENCE NOTES:

1. ALL WOOD MATERIALS SHALL BE PRESSURE TREATED NO. 2 SOUTHERN YELLOW PINE OR BETTER STRUCTURAL GRADE. FENCE SLAT BOARDS SHALL BE 8'-0" WITH CHAMFERED EDGE.
2. ALL STRUCTURAL FRAMING SHALL BE ATTACHED WITH 16D GALVANIZED RIBBED SHANK NAILS OR 3" GALVANIZED FRAMING SCREWS - 2 MINIMUM PER CONNECTION.
3. ALL FENCE SLAT BOARDS SHALL BE ATTACHED TO SUPPORTING STRUCTURAL MEMBERS WITH N8, N10, OR 8D GALVABIZED RIBBED SHANKS NAILS - 2 MINIMUM PER CONNECTION.
4. LINE POSTS SHALL BE SPACED EQUIDISTANT, BUT NOT MORE THAN 8'-0" ON CENTER.
5. FOUNDATIONS ARE DESIGNED TO EMBED INTO TYPICAL SOILS INCLUDING COMPACTED COARSE SAND, MEDIUM STIFF CLAY, OR HARD DENSE CLAY. THE SOIL TYPE SHALL BE VERIFIED PRIOR TO CONSTRUCTION. IF UNUSUAL CONDITIONS ARE FOUND TO EXIST, THE ENGINEER SHALL BE NOTIFIED PRIOR TO CONSTRUCTION.
6. INSTALLER TO PROVIDE A LOCKABLE GATE LATCH WITH COMBINATION LOCK ON THE ACTIVE DOOR. COORDINATE WITH THE CONSTRUCTION MANAGER FOR LOCK COMBINATION.
7. ALL GATE HARDWARE SHALL BE PRESSED STEEL OR MALLEABLE CASTING PER ASTM A153 AND TREATED TO RESIST CORROSION. HARDWARE VISIBLE FROM OUTSIDE THE FENCE SHALL BE PAINTED BLACK.
8. REFER TO SITE PLAN FOR FENCE PAINTING INSTRUCTIONS.
9. REFER TO SITE PLAN FOR GATE LOCATION.
10. FENCE DETAILS SHOWN ABOVE ARE TYPICAL AND SHALL APPLY TO SIMILAR CONSTRUCTION APPLICATIONS WHETHER SPECIFICALLY STATED OR NOT ON THE SITE PLAN.
11. SITE SPECIFIC CONDITIONS MAY REQUIRE SLIGHT ADJUSTMENTS TO THE DETAILS SHOWN. CONSULT THE ENGINEER IF UNUSUAL CONDITION ARE FOUND TO EXIST.

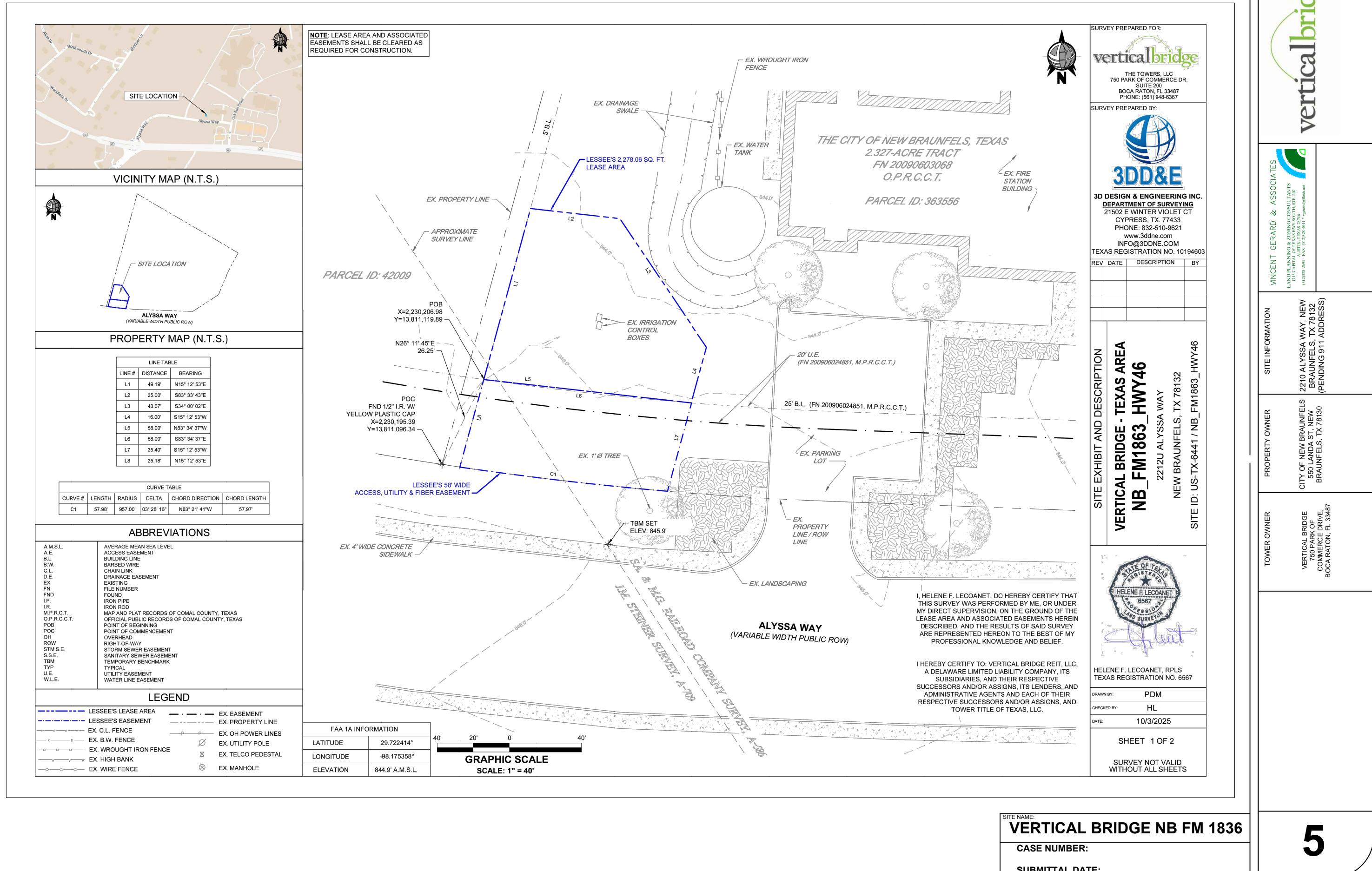


DECORATIVE WOOD FENCE EXAMPLE:

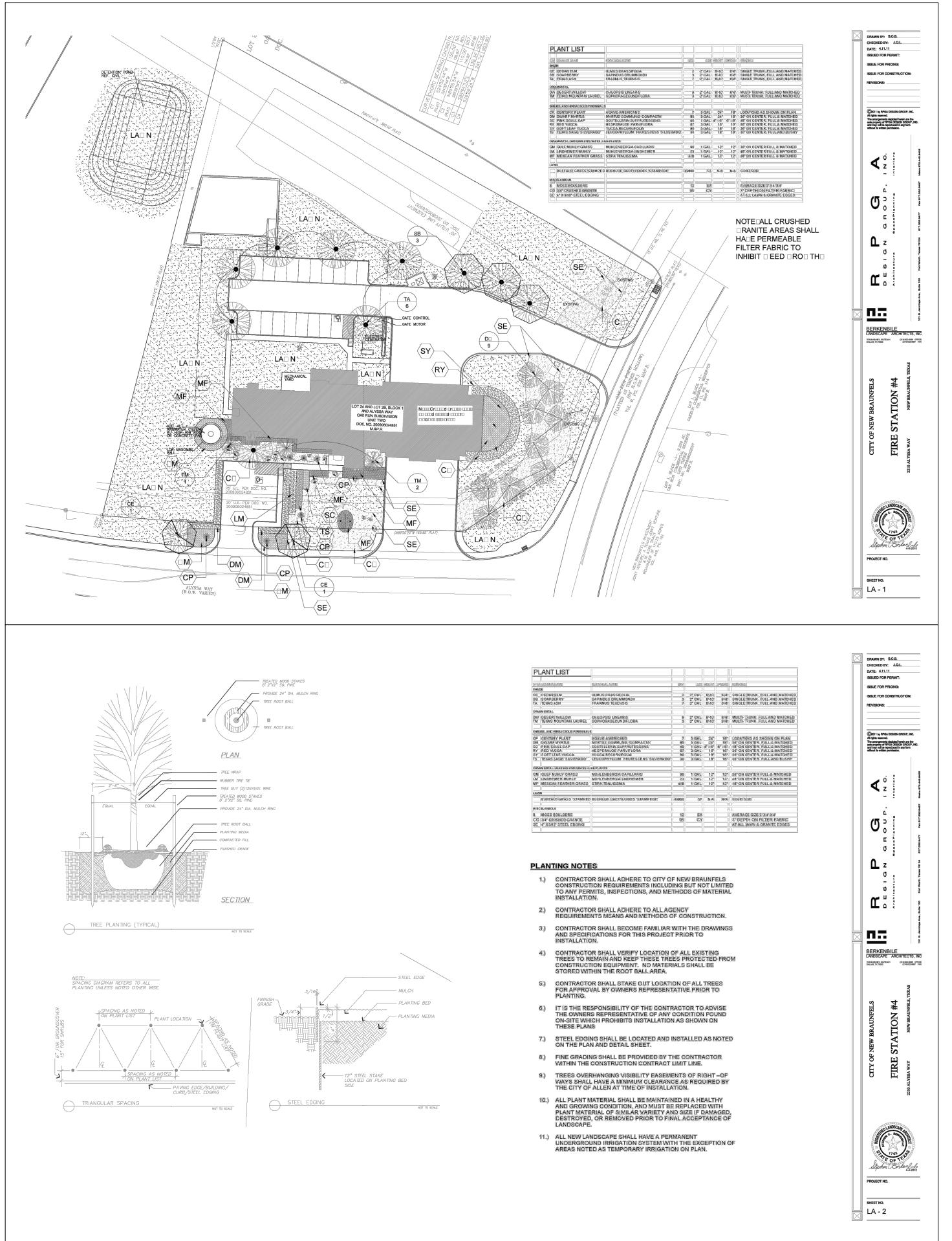


SITE NAME:	VERTICAL BRIDGE NB FM 1836
CASE NUMBER:	
SUBMITTAL DATE:	

REFERENCE DRAWING - SURVEY:



REFERENCE DRAWING - FIRE STATION LANDSCAPE PLAN



SITE NAME:	VERTICAL BRIDGE NB FM 1836
CASE NUMBER:	
SUBMITTAL DATE:	



6



VIEW 1 (ALYSSA WAY) - EXISTING



VIEW 1 (ALYSSA WAY) - PROPOSED

SHEET 1 OF 2



VIEW 2 (INTERSECTION OF ALYSSA WAY AND OAK RUN POINT) - EXISTING



VIEW 2 (INTERSECTION OF ALYSSA WAY AND OAK RUN POINT) - PROPOSED

SHEET 2 OF 2

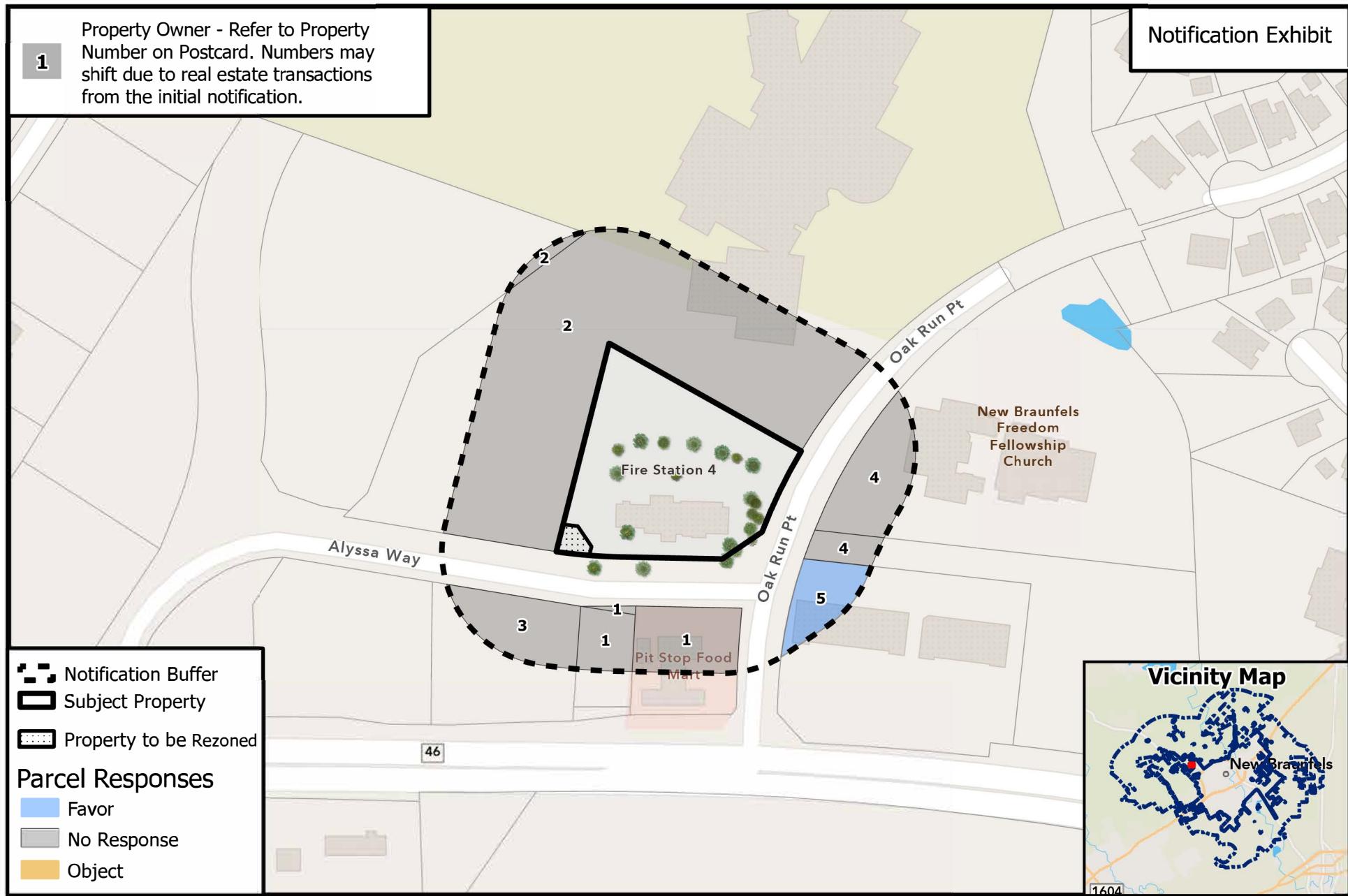


2212 Alyssa Way—Leased Area



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

Notification Exhibit



SUP25-421
2212 Alyssa Way - SUP for Telecommunications Tower

Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\ SUP25-421 - 2212 Alyssa Way - SUP

Source: City of New Braunfels Planning
Date: 12/30/2025

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



PLANNING COMMISSION – January 6, 2026 – 6:00PM

City Hall Council Chambers

Applicant: Vincent Gerard & Assoc. Inc

Address/Location: 2212 Alyssa Way

SUP25-421

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

1. JUNIPER VENTURES OF TEXAS LLC	4. FREEDOM FELLOWSHIP OF
2. NEW BRAUNFELS I S D	5. NB OAK RUN POINT LLC
3. NB ALYSSA WAY LLC	

SEE MAP

NB OAK RUN POINT LLC
270 N LOOP 1604 E SUITE 150
SAN ANTONIO TX 78232
Property #: 5
SUP25-421
Case Manager: AM

FAVOR

COMMENTS

OPPOSE

Draft Minutes for the January 6, 2026, Planning Commission Regular Meeting

B) SUP25-421 Public hearing and recommendation to City Council at the request of Vincent Huebinger of Vincent Gerard & Assoc. Inc to rezone approximately 0.1 of an acre out of the Oak Run School 2 Subdivision, Block 1, Lot 2B, from R-1 (Single-Family District) to R-1 SUP (Single Family District with a Special Use Permit to allow a Telecommunications Tower), currently addressed at 2212 Alyssa Way. (Applicant: Vincent Gerard & Assoc. Inc; Owner: City of New Braunfels; Case Manager: Amanda Mushinski, Planner, AICP, CNU-A)

Amanda Mushinski introduced the aforementioned item.

Chair Taylor asked if there were any questions for staff.

Discussion followed on consultation with the Fire Department, visual screening and landscaping buffering requirements, and the proposed location.

Chair Sonier invited the applicant to speak on the item.

Vincent Gerard elaborated on the request discussing various iterations of the site plan, residential zoning considerations, site access and environmental impacts, landscaping and buffering, cell service needs and capacity for the area, and the intent of the proposed location and pole design.

Discussion followed on potential safety concerns and impacts to the fire station, alternative site locations, visual design of the tower and buffers, and health and FCC-related concerns.

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

1 individual spoke in opposition of the item.

Chair Taylor closed the public hearing.

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

Discussion followed on federal preemption regarding health effects, FCC regulations, zoning limitations, and final clarification of impacts.

Motion by Commissioner Rudy, seconded by Commissioner Schwarz, to recommend approval of the item to City Council. Motion carried (6-1-0), with Commissioner Schaefer in opposition.

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.1 OF AN ACRE, BEING OUT OF THE OAK RUN SCHOOL 2 SUBDIVISION, BLOCK 1, LOT 2B, CURRENTLY ADDRESSED AT 2212 ALYSSA WAY, FROM R-1 (SINGLE-FAMILY DISTRICT) TO R-1 SUP (SINGLE FAMILY DISTRICT WITH A SPECIAL USE PERMIT TO ALLOW A TELECOMMUNICATIONS TOWER); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the property is located in an area suitable for a Telecommunications Tower; and

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

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

WHEREAS, the City Council desires to grant a Special Use Permit at 2212 Alyssa Way, to allow a Telecommunications Tower in the R-1 (Single-Family District); **now, therefore;**

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

SECTION 1

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

Being out of the Oak Run School 2 Subdivision, Block 1, Lot 2B, being as delineated on Exhibit "A" and depicted on Exhibit "B" attached.

SECTION 2

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

1. Landscaping and screening shall comply with Section 144-5.7 of the Code of Ordinances. The landscaping plan shall be revised to provide evergreen screening vegetation from the City's approved plant list capable of achieving a minimum height of six (6) feet within two years.
2. The maximum height of the monopole telecommunications tower shall be 150 feet.
3. The property will remain in compliance with the approved site plan Exhibit "C". Any significant changes to the site plan will require a revision to the SUP.

SECTION 3

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

SECTION 4

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

SECTION 5

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

PASSED AND APPROVED: First reading this 26th day of January 2026.

PASSED AND APPROVED: Second reading this 9th day of February 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

REFERENCE DRAWING - SURVEY:

Exhibit "A"

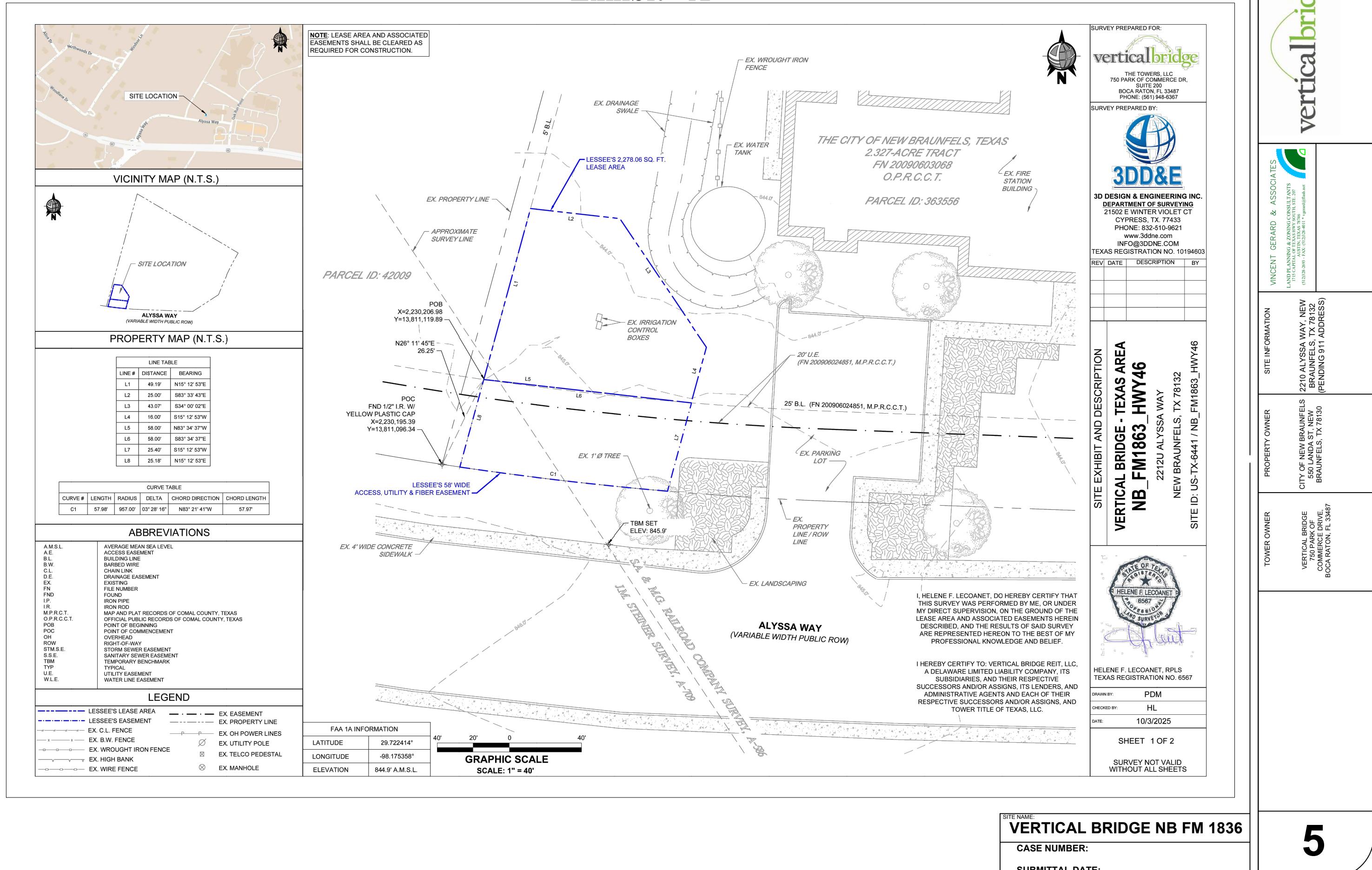


Exhibit "B"

Location Map



SUP25-421

2212 Alyssa Way - SUP for Telecommunications Tower

0 75 150
Feet



Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP25-421 - 2212 Alyssa Way - SUP

Source: City of New Braunfels Planning
Date: 12/17/2025

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by
else is at that party's risk and without liability to the City of New Braunfels. 161
officials or employees for any discrepancies, errors, or variances which may

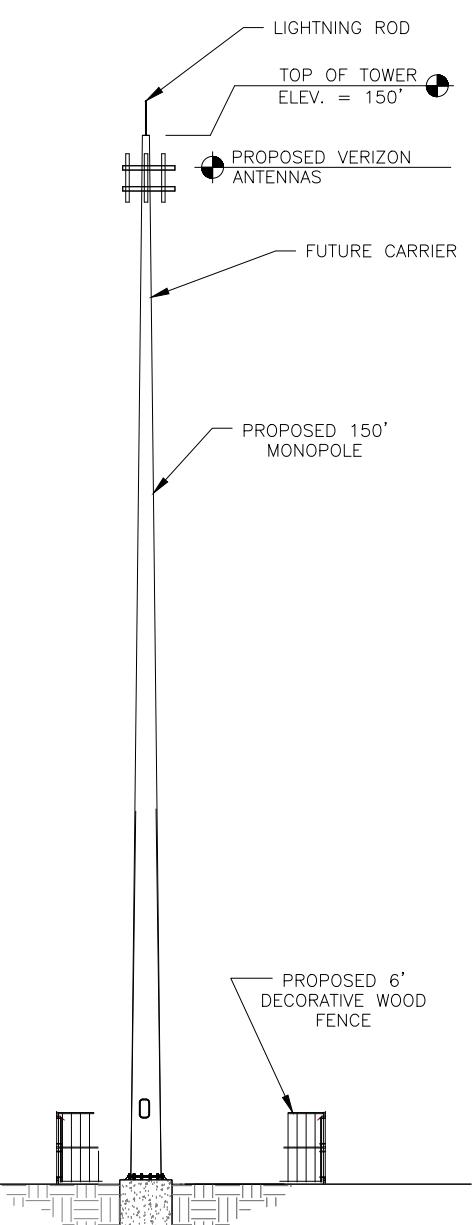
DETAILED SPECIAL USE PLAN:

Exhibit "C"

LEGEND

A legend showing six different line patterns: a thick black line for 'PROPERTY LINE', a thick blue line for 'LEASE AREA', a thin grey dashed line for 'EASEMENTS', a thin blue dashed line for 'BUILDING LINES', a hatched box for 'EXISTING BUILDINGS', and a thin black line with 'x' marks for 'DECORATIVE WOOD FENCE'.

TOWER ELEVATION



NAME: **VERTICAL BRIDGE NB FM 1836**
CASE NUMBER:
SUBMITTAL DATE:

vertical bridge

2210 ALYSSA WAY, NEW
BRAUNFELS, TX 78132
(PENDING 911 ADDRESS)

CITY OF NEW BRAUNFELS
550 LANDA ST, NEW
BRAUNFELS, TX 78130

VERTICAL BRIDGE
750 PARK OF
COMMERCIAL DRIVE
BOCA RATON, FL 33487

2

NOTES:

1. THIS SITE AND STRUCTURE WILL BE FILED IN ACCORDANCE WITH ALL NEW BRAUNFELS CURRENT BUILDING CODES
2. THIS STRUCTURE WILL BE CONSTRUCTED FOR UP TO 3 CARRIERS ON THE TOWER.
3. LANDSCAPING WILL BE INSTALLED ALONG WITH A TREATED WOOD FENCE FOR SCREENING. XERISCAPE DROUGHT-TOLERANT PLANTS TO BE UTILIZED. NO WATER IS NEEDED FOR THIS LAND USE. SEE LANDSCAPE PLAN SHEET 3.
4. VERTICAL BRIDGE WILL ACTIVELY MARKET FOR OTHER CARRIERS ON THIS FACILITY.

ALYSSA WAY

SCALE: 1:2

SITE NAME: **VERTICAL BRIDGE NB FM 1836**

SAGE NUMBER

SUPPLEMENTAL DATA

1/26/2026

Agenda Item No. C)

PRESENTER:

Christopher J. Looney, AICP, Planning Director
Applicant: Killen, Griffin & Farrimond, PLLC
Owner: Brandy Worley

SUBJECT:

Discuss and consider the second and final reading of an ordinance, at the request of Ashley Farrimond of Killen, Griffin & Farrimond, PLLC, on behalf of Brandy Worley, to rezone approximately 6 acres out of Billie and Ed Miles Subdivision Unit 2, Block 1, Lots 1A, 1B, and 2, from C-1A (Neighborhood Commercial District) and R-3 SUP (Multifamily District with a Special Use Permit to allow bed and breakfast and retail) to C-4A (Resort Commercial District), currently addressed at 830, 832, and 870 Gruene Road.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** 4**BACKGROUND INFORMATION:****Case No:** PZ25-0394**Applicant:**

Killen, Griffin & Farrimond, PLLC
(210) 960-2750 | nuriddin@kgftx.com

Owner:

Brandy Worley
(830) 237-6028 | bworley@theoutfit-inc.com

Staff Contact:

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

The City Council held a public hearing on January 12, 2026 and approved the first reading of the applicant's requested rezoning ordinance (6-1).

The ~6-acre subject tract is located on the southeast corner of the intersection of Hanz Drive and Gruene Road, approximately 1/4 mile northeast of New Braunfels Fire Station 3. It is bordered by the Cotton Crossing Planned Development District, as well as R-3, C-1Br47, C-1Br41, and R-2 Zoning Districts. Adjacent land uses consist of a church, commercial properties, and residential neighborhoods.

ISSUE:

The submitted application indicates that the proposed zoning change is intended to allow for development under the C-4A (Resort Commercial District) to serve tourists, vacationing public, conference center attendees, sports related programs and support service facilities including garden office, retail and specialty shops.

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

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

COMPREHENSIVE PLAN REFERENCE:

C-4A would be consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 1.14:** Ensure regulations do not unintentionally inhibit the provision of a variety of flexible and innovative lodging options and attractions.
- **Action 3.6:** Pro actively provide a regulatory environment that remains business and resident friendly.
- **Action 3.22:** Encourage venues within walking distance of neighborhoods and schools.
- **Action 3.23:** Revise local ordinances so that they do not inadvertently inhibit development of venues in close proximity to neighborhoods and schools.
- **Action 4.26:** Enhance community sense of place by creating spaces and facilities that reflect the community (e.g., arts and culture, community gardens).

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

STRATEGIC PLAN REFERENCE:

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

- Economic Mobility - Objective: Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.
- Economic Mobility - Objective: Support Confluence, the New Braunfels Chamber of Commerce Economic Development Strategic Plan, by helping to ensure a community that supports the targeted industries and increases the diversity of job opportunities in the community.
- Community Well-Being - Outcome: Maintain National Citizen Survey overall satisfaction for “Overall health and wellness opportunities.”

FISCAL IMPACT:

The Land Use Fiscal Analysis (LUFA) recommended action is to prioritize infill projects that add people and buildings in areas with existing infrastructure. This will increase revenue to provide service delivery without significant impacts on infrastructure costs and distribute cost burdens across more property owners. An increase in development opportunities from this rezoning request could allow for net positive revenue per acre.

RECOMMENDATION:

Staff recommends approval. The requested C-4A (Resort Commercial District) zoning supports New Braunfels' long-standing identity as a destination community. New Braunfels Comprehensive Plan (Envision New Braunfels) highlights tourism as a cornerstone of the local economy and calls for fostering a variety of lodging options, attractions, and venues that reflect the character of the City. This request also advances the Strategic Plan's Economic Mobility priority by promoting reinvestment, mixed uses, and expanding visitor-oriented commercial opportunities that strengthen targeted industries such as hospitality and recreation. It also aligns with the Land Use Fiscal Analysis by encouraging infill development that maximizes the use of existing infrastructure and generates positive fiscal returns. The Confluence Economic Development Strategy further emphasizes proactive land use approaches to diversify the economy and support tourism as a growth sector.

In this case, the applicant seeks C-4A zoning to allow development of resort commercial uses on a site well-positioned along Gruene Road. The property's corner frontage and proximity to Gruene make it an appropriate location for visitor-serving uses, while its adjacency to existing civic and commercial activity provides a natural transition from nearby residential neighborhoods. The applicant's request leverages the site's unique location to expand tourism opportunities in a manner that complements surrounding land uses and reinforces New Braunfels' role as a regional and state-wide destination.

The Planning Commission held a public hearing on December 2, 2025, and recommended approval of the applicant's request (7-2).

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

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

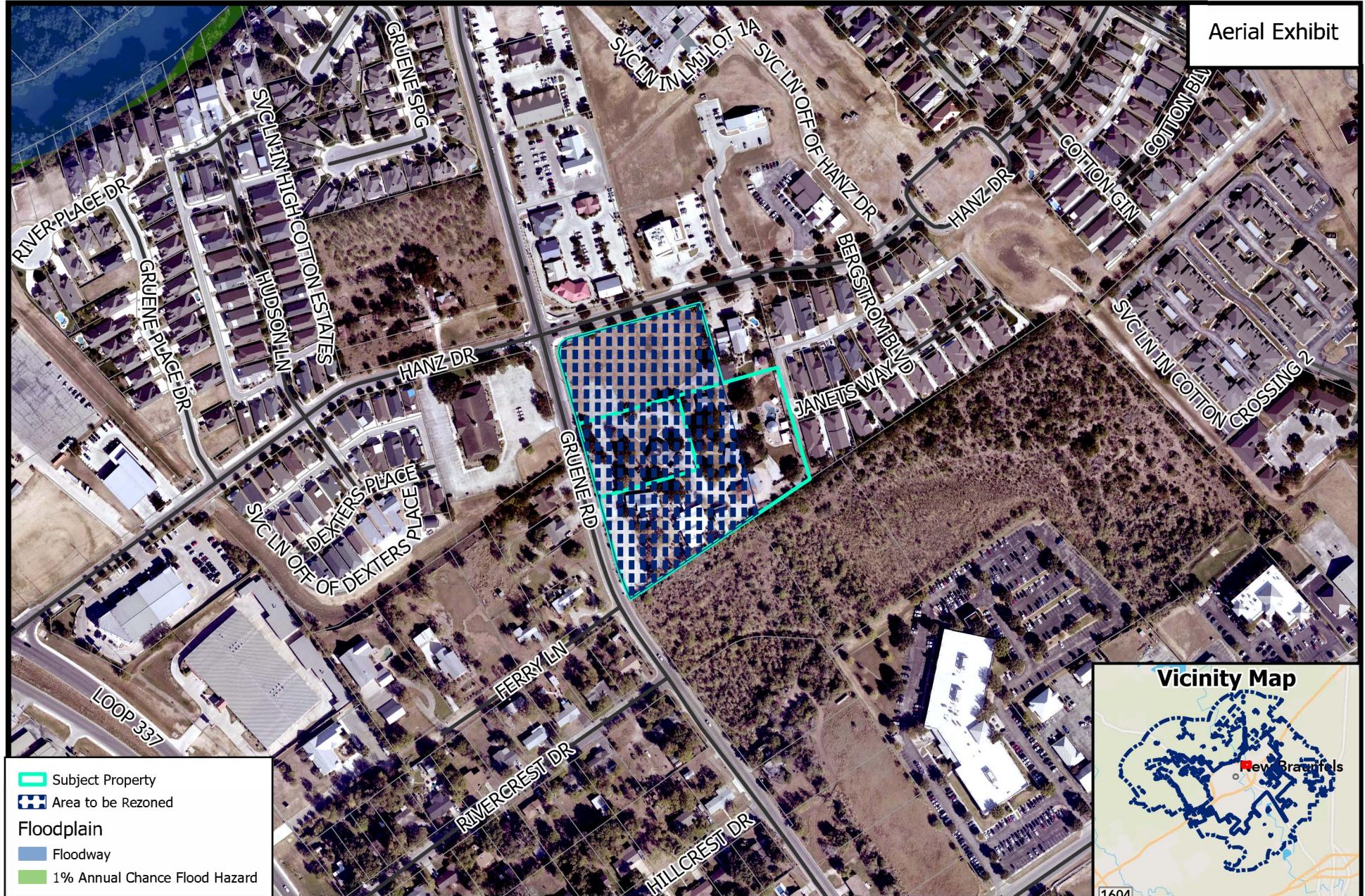
- (1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;
- (2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets,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

Mailed notification as required by state statute:

Public hearing notices were sent to owners of 26 properties within 200 feet of the request. As of the date this agenda was posted, a supermajority vote of City Council is not required to approve the applicant's request.

Resource Links:

- Chapter 144, Sec. 3.3-3 (R-3) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.4-12 (C-1A) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.4-15 (C-4A) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?

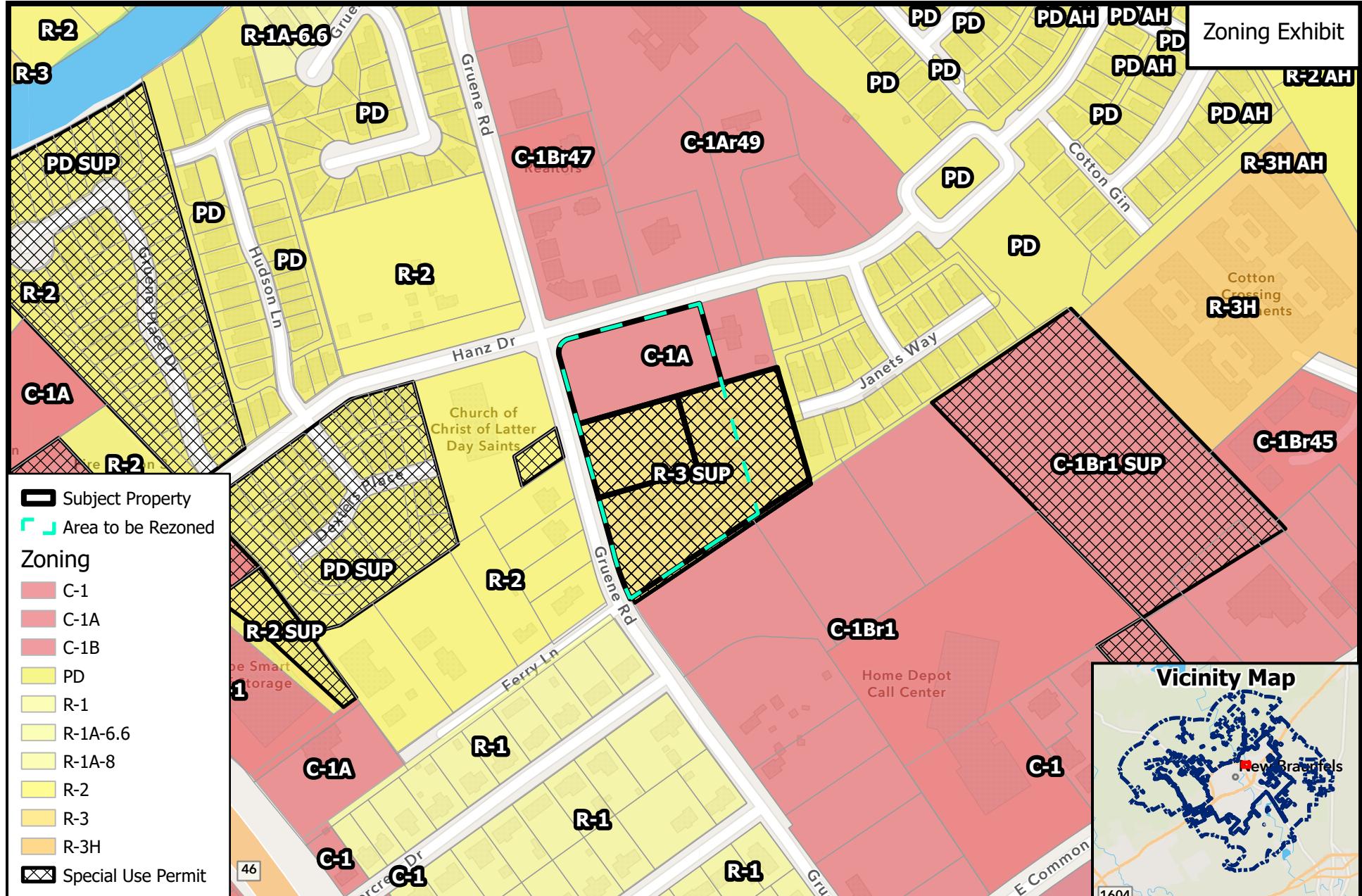


Path:
L:\Boards and Commissions\ZoneChange & SUPs\2025\PZ25-0394 - 870 Gruene Rd - R-3

Source: City of New Braunfels Planning
Date: 12/9/2025

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





Land Use	Existing	Existing	Proposed
	R-3 SUP	C-1A	C-4A
Accessory building/structure (see section 144-5.4)	P	P	P
Accessory dwelling (one accessory dwelling per lot)	P		
Accounting, auditing, bookkeeping, and tax preparations		P	P
Acid manufacture			
Adult day care (no overnight stay)		P	P
Adult day care (with overnight stay)	P	P	P
Aircraft support and related services			
Airport			
All-terrain vehicle (ATV) dealer/sales			P
Ambulance service (private)			
Amphitheaters (outdoor live performances)			P
Amusement devices/arcade (four or more devices)		P	P
Amusement services or venues (indoors) (see section 144-5.13)			P
Amusement services or venues (outdoors)			P
Animal grooming shop		P	P
Answering and message services		P	P
Antique shop		P	P
Appliance repair		P	
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
Assisted living facility/retirement home	P	P	
Athletic fields			P
Auction sales (non-vehicle)			
Auto body repair, garages (see section 144-5.11)			
Auto glass repair/tinting (see section 144-5.11)			
Auto interior shop/upholstery (see section 144-5.11)			
Auto leasing			P
Auto muffler shop (see section 144-5.11)			
Auto or trailer sales rooms or yards (see section 144-5.12)			
Auto or truck sales rooms or yards—Primarily new (see section 144-5.12)			
Auto paint shop			
Auto repair as an accessory use to retail sales			
Auto repair garage (general) (see section 144-5.11)			
Auto supply store for new and factory rebuilt parts			P
Auto tire repair/sales (indoor)			P
Auto wrecking yards			
Automobile driving school (including defensive driving)			
Bakery (retail)		P	P
Bank, savings and loan, or credit union		P	P
Bar/tavern (no outdoor music)		P	P
Bar/tavern			P
Barber/beauty college (barber or cosmetology school or college)			
Barns and farm equipment storage (related to agricultural uses)	P	P	P
Battery charging station		P	
Bed and breakfast inn (see section 144-5.6)	P	P	P

Land Use	Existing	Existing	Proposed
	R-3 SUP	C-1A	C-4A
Bicycle sales and/or repair		P	P
Billiard/pool facility			P
Bingo facility		P	P
Bio-medical facilities			
Blacksmith or wagon shops			
Blooming or rolling mills			
Boarding house/lodging house	P		P
Book binding		P	
Book store		P	P
Bottling or distribution plants (milk)			
Bottling works			
Bowling alley/center (see section 144-5.13)			P
Breweries/distilleries and manufacture of alcohol and alcoholic beverages			
Broadcast station (with tower) (see section 144-5.7)			
Bulk storage of gasoline, petroleum products, liquefied petroleum and flammable liquids (see section 5.27)			
Bus barns or lots			
Bus passenger stations			
Cabin or cottage (rental)			P
Cabin or cottage (rental for more than 30 days)			P
Cafeteria/cafe/delicatessen		P	P
Campers' supplies		P	P
Campgrounds			P
Canning/preserving factories			
Car wash (self-service; automated)			P
Car wash, full service (detail shop)			P
Carpenter, cabinet, or pattern shops			
Carpet cleaning establishments			
Caterer		P	P
Cement, lime, gypsum or plaster of Paris manufacture			
Cemetery and/or mausoleum	P	P	
Check cashing service		P	P
Chemical laboratories (e.g., ammonia, bleaching powder)			
Chemical laboratories (not producing noxious fumes or odors)			
Child day care/children's nursery (business)		P	
Church/place of religious assembly	P	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	P
Cold storage plant			
Commercial amusement concessions and facilities			P
Communication equipment—Installation and/or repair		P	
Community building (associated with residential uses)	P		

Land Use	Existing	Existing	Proposed
	R-3 SUP	C-1A	C-4A
Community home (see definition)	P	P	P
Computer and electronic sales		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	
Contractor's office/sales, with outside storage including vehicles			
Contractor's temporary on-site construction office	P	P	P
Convenience store with gas sales			P
Convenience store without gas sales		P	P
Cotton ginning or baling works			
Country club (private)	P		P
Credit agency		P	P
Crematorium			
Curio shops		P	P
Custom work shops		P	
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)			P
Drapery shop/blind shop		P	
Driving range			P
Drug store/pharmacy		P	P
Duplex/two-family/duplex condominiums	P		
Electrical generating plant			
Electrical repair shop		P	P
Electrical substation	P	P	
Electronic assembly/high tech manufacturing			
Electroplating works			
Enameling works			
Engine repair/motor manufacturing re-manufacturing and/or repair			
Explosives manufacture or storage			
Exterminator service			
Fairground			P
Family home adult care	P		
Family home child care	P		
Farmers market (produce market—wholesale)			
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			
Fertilizer manufacture and storage			
Filling station (gasoline tanks must be below the ground)			P
Florist		P	P
Flour mills, feed mills, and grain processing			
Food or grocery store with gasoline sales			P
Food or grocery store without gasoline sales	P		P

Land Use	Existing	Existing	Proposed
	R-3 SUP	C-1A	C-4A
Food processing (no outside public consumption)			
Forge (hand)			
Forge (power)			
Fraternal organization/civic club (private club)	P		P
Freight terminal, rail/truck (when any storage of freight is wholly outside an enclosed building)			
Freight terminal, truck (all storage of freight in an enclosed building)			
Frozen food storage for individual or family use		P	
Funeral home/mortuary			
Furniture manufacture			
Furniture sales (indoor)			
Galvanizing works			
Garbage, offal or dead animal reduction or dumping			
Garden shops and greenhouses		P	P
Gas manufacture			
Gas or oil wells			
Golf course (public or private)	P	P	P
Golf course (miniature)			P
Government building or use with no outside storage (outside storage allowed in M-2 and M-2A)	P	P	P
Grain elevator			
Greenhouse (commercial)		P	P
Handicraft shop		P	P
Hardware store		P	
Hay, grain, and/or feed sales (wholesale)			
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)			
Heavy manufacturing			
Heliport			
Hides/skins (tanning)			
Home occupation (see section 144-5.5)	P		
Home repair and yard equipment retail and rental outlets			
Hospice	P	P	
Hospital, general (acute care/chronic care)			
Hospital, rehabilitation		P	
Hotel/motel			P
Hotels/motels—Extended stay (residence hotels)			P
Ice delivery stations (for storage and sale of ice at retail only)			
Ice plants			
Indoor or covered sports facility			
Industrial laundries			
Iron and steel manufacture			
Junkyards, including storage, sorting, baling or processing of rags			
Kiosk (providing a retail service)		P	P
Laboratory equipment manufacturing			
Laundromat and laundry pickup stations		P	P
Laundry, commercial (without self-serve)			
Laundry/dry cleaning (drop off/pick up)	P		P

Land Use	Existing	Existing	Proposed
	R-3 SUP	C-1A	C-4A
Laundry/washateria (self-serve)		P	P
Lawnmower sales and/or repair		P	
Leather products manufacturing			
Light manufacturing			
Limousine/taxi service			P
Livestock sales/auction			
Locksmith		P	P
Lumber mill			
Lumberyard (see section 144-5.15)			
Lumberyard or building material sales (see section 144-5.15)			
Machine shop			
Maintenance/janitorial service			
Major appliance sales (indoor)			
Manufacture of carbon batteries			
Manufacture of paint, lacquer, oil, turpentine, varnish, enamel, etc.			
Manufacture of rubber, glucose, or dextrin			
Manufactured home—HUD Code compliant (see Texas Occupations Code ch. 1201)			
Manufactured home park—HUD Code compliant (see Texas Occupations Code ch. 1201)			
Manufactured home subdivision—HUD Code compliant (see Texas Occupations Code ch. 1201)			
Manufactured home sales			
Manufacturing and processes			
Manufacturing processes not listed			
Market (public, flea)			
Martial arts school		P	P
Meat or fish packing/storage plants			
Medical supplies and equipment			
Metal fabrication shop			
Micro brewery (onsite mfg. and/or sales)			P
Micro distillery (onsite mfg. and/or sales)		P	
Mini-warehouse/self-storage units (no boat and RV storage permitted)			
Mini-warehouse/self-storage units with outside boat and RV storage			
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)			
Moving storage company			
Moving, transfer, or storage plant			
Multifamily (apartments/condominiums)	P		P
Museum	P	P	P
Natural resource extraction and mining			
Needlework shop		P	P
Nonbulk storage of gasoline, petroleum products and liquefied petroleum			
Nursing/convalescent home/sanitarium	P	P	
Offices, brokerage services		P	P
Offices, business or professional		P	P
Offices, computer programming and data processing		P	P

Land Use	Existing	Existing	Proposed
	R-3 SUP	C-1A	C-4A
Offices, consulting		P	P
Offices, engineering, architecture, surveying or similar		P	P
Offices, health services		P	P
Offices, insurance agency		P	P
Offices, legal services, including court reporting		P	P
Offices, medical offices		P	P
Offices, real estate		P	P
Offices, security/commodity brokers, dealers, exchanges and financial services		P	P
Oil compounding and barreling plants			
One-family dwelling, detached	P		
Outside storage (as primary use)			
Paint manufacturing			
Paper or pulp manufacture			
Park and/or playground (private and public)	P	P	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 services		P	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.)			
Petroleum or its products (refining of)			
Photo engraving plant			
Photographic printing/duplicating/copy shop or printing shop		P	
Photographic studio (no sale of cameras or supplies)		P	P
Photographic supply		P	P
Plant nursery (no retail sales on site)	P	P	
Plant nursery (retail sales/outdoor storage)		P	P
Plastic products molding/reshaping			
Plumbing shop			
Portable building sales			
Poultry killing or dressing for commercial purposes			
Propane sales (retail)			
Public recreation/services building for public park/playground areas	P	P	P
Publishing/printing company (e.g., newspaper)			
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	P
Recreation buildings (public)	P	P	P
Recycling kiosk		P	
Refreshment/beverage stand		P	P
Rental or occupancy for less than one month (see section 144-5.17)	P		P
Research lab (non-hazardous)			
Residential use in buildings with non-residential uses permitted in the district			P
Restaurant/prepared food sales		P	P
Restaurant with drive-through service		P	

Land Use	Existing	Existing	Proposed
	R-3 SUP	C-1A	C-4A
Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less)	P	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
Retirement home/home for the aged	P	P	
Rock crushers and rock quarries			
Rodeo grounds			P
RV park			P
RV/travel trailer sales			P
Sand/gravel sales (storage or sales)			
School, K-12 public or private	P	P	P
School, vocational (business/commercial trade)		P	
Security monitoring company (no outside storage or installation)		P	P
Security systems installation company		P	
Sexually oriented business (see chapter 18)			
Sheet metal shop			
Shoe repair shops		P	P
Shooting gallery—Indoor (see section 144-5.13)			
Shooting range—Outdoor (see section 144-5.13)			
Shopping center		P	
Sign manufacturing/painting plant			
Single-family industrialized home (see section 144-5.8)	P		
Smelting of tin, copper, zinc or iron ores			
Specialty shops in support of project guests and tourists		P	P
Stables (as a business) (see chapter 6)			
Stables (private, accessory use) (see chapter 6)			
Steel furnaces			
Stockyards or slaughtering			
Stone/clay/glass manufacturing			
Storage—Exterior storage for boats and recreational vehicles			
Storage in bulk			
Structural iron or pipe works			
Studio for radio or television, without tower (see zoning district for tower authorization)			
Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.)		P	P
Sugar refineries			
Tailor shop (see home occupation)		P	P
Tar distillation or manufacture			
Tattoo or body piercing studio			P
Taxidermist			
Telecommunications towers/antennas (see section 144-5.7)			
Telemarketing agency		P	P
Telephone exchange buildings (office only)	P	P	
Tennis court (commercial)			P
Theater (non-motion picture; live drama)		P	P
Tire sales (outdoors)			
Tool rental		P	P
Townhouse (attached)			
Transfer station (refuse/pick-up)			
Travel agency		P	P

Land Use	Existing	Existing	Proposed
	R-3 SUP	C-1A	C-4A
Truck or transit terminal			
Truck stop			
Tuber entrance and takeout facilities (see section 144-5.13)			
University or college (public or private)	P	P	P
Upholstery shop (non-auto)			
Used or second hand merchandise/furniture store			
Vacuum cleaner sales and repair		P	
Vehicle storage facility			
Veterinary hospital (no outside animal runs or kennels)		P	
Veterinary hospital (with outdoor animal runs or kennels that may not be used between the hours of 9:00 p.m. and 7:00 a.m.)			
Video rental/sales		P	P
Warehouse/office and storage/distribution center			
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	P
Welding shop			
Wholesale sales offices and sample rooms			
Wire or rod mills			
Wood distillation plants (charcoal, tar, turpentine, etc.)			
Woodworking shop (ornamental)		P	
Wool scouring			
Zero lot line/patio homes			



830, 832, and 970 Gruene Rd—Hanz Dr Frontage



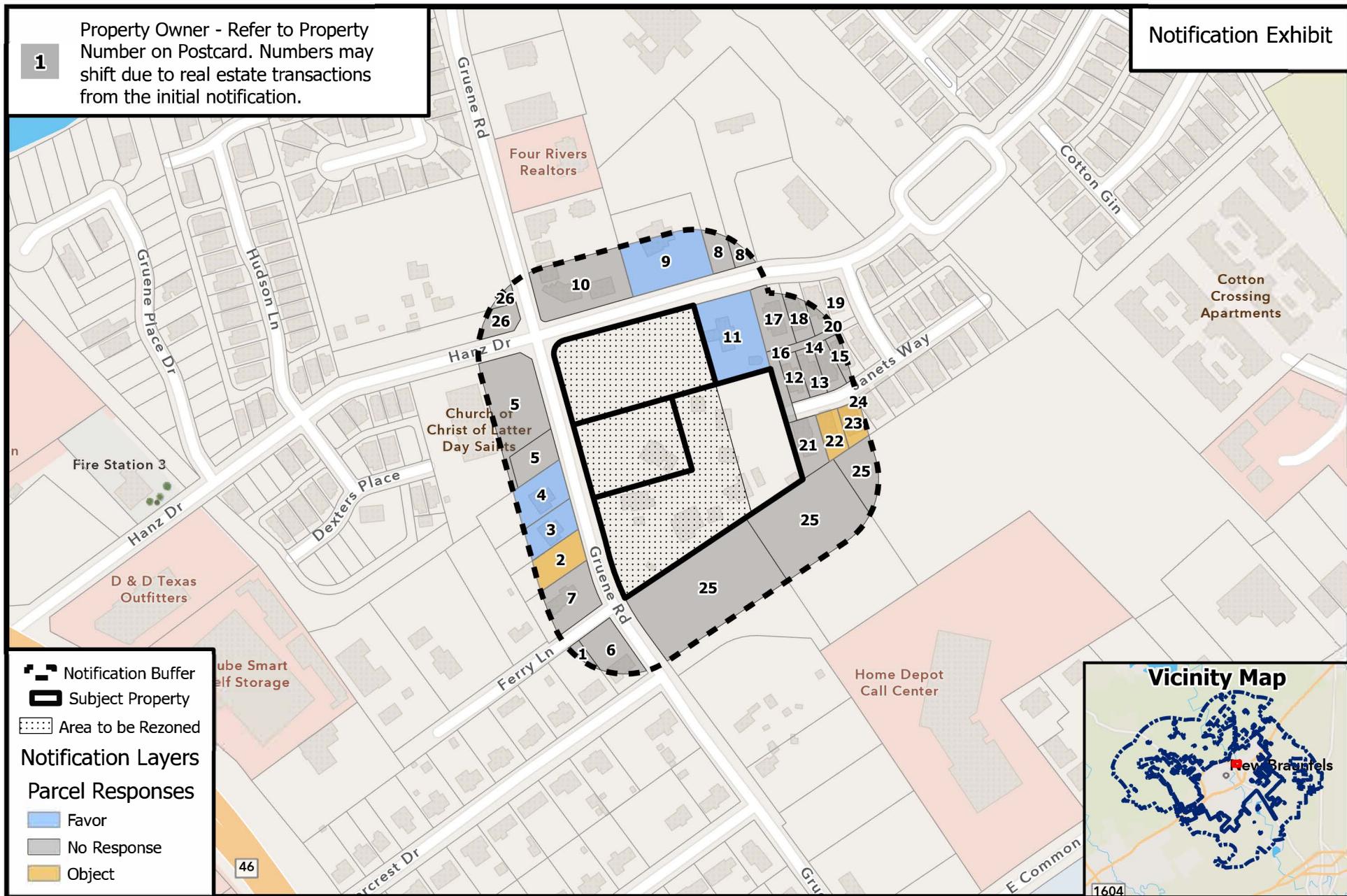
830, 832, and 970 Gruene Rd—Gruene Dr Frontage



1

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

Notification Exhibit



PZ25-0394

870, 832, & 830 Gruene Rd - R-3 SUP & C-1A to C-4A

0 200 400
Feet



Path:
L:\Boards and Commissions\ZoneChange & SUPs\2025\PZ25-0394 - 870 Gruene Rd - R-3

Source: City of New Braunfels Planning
Date: 12/9/2025

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

PLANNING COMMISSION – December 2, 2025 – 6:00PM

City Hall Council Chambers

Applicant: Killen, Griffin & Farrimond, PLLC

Address/Location: 870, 832, 830 GRUENE RD

PZ25-0394

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

1. HANZ VIRGINIA	16. COTTON CROSSING OWNERS ASSN
2. KENSING RACHEL E LIVING TRUST	17. PESEK RONALD W & TERESA A
3. MILES EDGAR B	18. JEFFERS ROBIN
4. MILES GEORGE	19. WILBURN KARLA MARSHALL
5. CHURCH OF JESUS CHRIST LDS	20. BURNAMAN BETTY JEAN
6. COULEHAN KATHLEEN A	21. SEVCIK GENEVIEVE J
7. DOUGLASS PAULA A	22. BLAHNIK RVCBL LVNG TRST 7-19-2017
8. GHCMC MANAGEMENT LLC	23. WILLIAMS FLOYD D & DENISE MINER- WILLIAMS
9. BBD INVESTMENTS LLC	24. LOVELACE MYRA & JIMMY E
10. HIGH COTTON OFFICE CONDOMINIUMS	25. NEW BRAUNFELS INDUSTRIAL DEVELOPMENT CORP
11. MILES BILLIE & E G III	26. M A ANDERSON REAL ESTATE LLC
12. TOMPKINS JESSICA LYNN	
13. GOULD CAROL	
14. JONES ROBERT R & DENISE K ZACHAR	
15. GRANTHAM LARRY R & PHYLLIS A	

SEE MAP

KENSING RACHEL E LIVING TRUST

45 RIDGE DRIVE

NEW BRAUNFELS TX 78130

Property #: 2

PZ25-0394

Case Manager: AM



FAVOR

OPPOSE

COMMENTS

Please do not oppose change.
My R-2 zoned property is directly ~~across~~ the street from the parking lot to the closed Tavern.^{When open,} Outdoor music was a nuisance as were the motorcycles peeling out after midnight. With the proposed new zoning the noise past bedtime would make my property undesirable as a zoned R-2 property.

MILES EDGAR B
829A GRUENE RD
NEW BRAUNFELS TX 78130
Property #: 3
PZ25-0394
Case Manager: AM

COMMENTS

FAVOR

OPPOSE



BBD INVESTMENTS LLC
1421 HANZ DR
NEW BRAUNFELS TX 78130
Property #: 9
PZ25-0394
Case Manager: AM

COMMENTS

FAVOR

OPPOSE



Amanda Mushinski

From: george miles <georgespencermiles@gmail.com>
Sent: Monday, December 1, 2025 11:34 AM
To: Amanda Mushinski
Subject: Zoning change case number PZ25 - 0394

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Hi Amanda,

I am George Miles, I just talked to you regarding zoning change case number PZ25-0394.

I am the property owner of 833/835 Gruene Rd, Number 4 on the zoning map.

I would like to be on record as voting in favor of the zoning change.

Let me know if you have any questions or need any additional information.

Thank you,

George Miles
830-237-2962

MILES BILLIE & E G III
1438 HANZ DR
NEW BRAUNFELS TX 78130
Property #: 11
PZ25-0394
Case Manager: AM

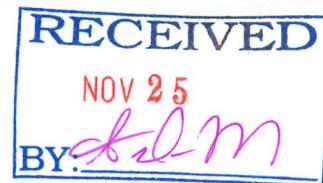
FAVOR

COMMENTS

OPPOSE

We are in favor of the proposed
development of this property.

Billie & Ed Miles



WILLIAMS FLOYD D & DENISE MINER-WILLIAMS
1442 JANETS WAY
NEW BRAUNFELS TX 78130
Property #: 23
PZ25-0394
Case Manager: AM

COTTON CROSSING

COMMENTS/CONCERNs

- NOISE - FROM MUSIC
- LIGHT POLLUTION
- PRIVACY RUINED IF MULTI-STORY
- TRAFFIC INCREASE ON CRUSING/ HANZ RDS
- IMPACT ON PROPERTY VALUES FROM THIS ZONE CHANGS
- BUILDING DESIGN NOT FITTING IN WITH HISTORIC CRUISING

FAVOR
OPPOSE

RECEIVED
DEC 3
BY: *dd-Mlh*

BLAHNIK RVCBL LVNG TRST 7-19-2017
1438 JANETS WAY
NEW BRAUNFELS TX 78130
Property #: 22
PZ25-0394
Case Manager: AM

RECEIVED
DEC 3
BY: *dd-Mlh*

FAVOR
OPPOSE

① Noise factor
② Water usage concerns
③ Preference would be for doctor's offices that would close at 5ish or shops that would close 5or6 or there about -

Draft Minutes for the December 2, 2025, Planning Commission Regular Meeting

C) PZ25-0394 Public hearing and recommendation to City Council, at the request of Ashley Farrimond of Killen, Griffin & Farrimond, PLLC, on behalf of Brandy Worley, to rezone approximately 6 acres out of Billie and Ed Miles Subdivision Unit 2, Block 1, Lots 1A, 1B, and 2, from C-1A (Neighborhood Commercial District) and R-3 SUP (Multifamily District with a Special Use Permit to allow bed and breakfast and retail) to C-4A (Resort Commercial District), currently addressed at 830, 832, and 870 Gruene Road. (Applicant: Killen, Griffin & Farrimond, PLLC; Owner: Brandy Worley; Case Manager: Amanda Mushinski, Planner, AICP, CNU-A)

Amanda Mushinski introduced the aforementioned item.

Chair Sonier asked if there were any questions for staff

Discussion followed on the intent of the request and permitted uses of both the requested zoning and the existing zoning.

Chair Sonier invited the applicant to speak on the item.

Ashley Farrimond elaborated on the request discussing the current condition of the property, the intended use and zoning, the proposed design and site plan, and proximity to neighboring residences.

Discussion followed on removal of existing buildings, the area requested to be rezoned, proximity to nearby residences, and allowable height and density.

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

Five individuals spoke in favor of the item.

Seven individuals spoke in opposition of the item.

Chair Sonier closed the public hearing.

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

Discussion followed on the intended use, allowable development under the current and proposed zoning, existing nonconforming uses, and potential impacts such as noise and density.

Motion by Commissioner Allsup, seconded by Commissioner Rudy, to recommend approval of the item to City Council. Motion carried (7-2-0) with Commissioner Allen and Commissioner Brasier in opposition.

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 6 ACRES, BEING OUT OF BILLIE AND ED MILES SUBDIVISION UNIT 2, BLOCK 1, LOTS 1A, 1B, AND 2, CURRENTLY ADDRESSED AT 830, 832, AND 870 GRUENE ROAD, FROM C-1A (NEIGHBORHOOD COMMERCIAL DISTRICT) AND R-3 SUP (MULTIFAMILY DISTRICT WITH A SPECIAL USE PERMIT TO ALLOW BED AND BREAKFAST AND RETAIL) TO C-4A (RESORT COMMERCIAL DISTRICT); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, in keeping with the spirit and objectives of the C-4A (Resort Commercial District), the City Council has given due consideration to all components of said district; and

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

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

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

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

WHEREAS, the City Council desires to amend the Zoning Map by changing the zoning of approximately 6 acres being out of Billie and Ed Miles Subdivision Unit 2, Block 1, Lots 1A, 1B, and 2, currently addressed at 830, 832, and 870 Gruene Road from C-1A (Neighborhood Commercial District) and R-3 SUP (Multifamily District with a Special Use Permit to allow bed and breakfast and retail) to C-4A (Resort Commercial District); and

now, therefore;

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

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by rezoning the following tract of land from C-1A (Neighborhood Commercial District) and R-3 SUP (Multifamily District with a Special Use Permit to allow bed and breakfast and retail) to C-4A (Resort Commercial District):

Approximately 6 acres, being out of Billie and Ed Miles Subdivision Unit 2, Block 1, Lots 1A, 1B, and 2, as described on Exhibit "A" and depicted in Exhibit "B", attached.

SECTION 2

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

SECTION 3

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

SECTION 4

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

PASSED AND APPROVED: First reading this 12th day of January 2026.

PASSED AND APPROVED: Second reading this 26th day of January 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

Exhibit "A"



METES AND BOUNDS DESCRIPTION FOR A 5.790 ACRE TRACT OF LAND (ZONING TRACT)

BEING a 5.970 acre tract of land and being all of Lot 1A and a portion of Lot 1B, Block 1, of the Billie and Ed Miles Subdivision as recorded in Volume 11, Page 286 of the Map and Plat Records of Comal County, Texas, and all of Lot 2, Block 1, of the Billie and Ed Miles Subdivision Unit 2, as recorded in Volume 13, Page 317 of the Map and Plat Records of Comal County, Texas, as conveyed to Garrison In Gruene, LLC as recorded in Document No. 201906011022 of the Official Public Records of Comal County, Texas, and said 5.970 acre tract of land being more particularly described as follows:

BEGINNING at an iron pin with cap stamped "RPLS 4907" found in the Southerly Right-Of-Way line of Hanz Drive, and being a Northwesterly corner of said Lot 2, Block 1, and the POINT OF BEGINNING and a Northwesterly corner of this herein described tract of land;

THENCE with the Southerly line of said Hanz Drive, the Northerly line of said Lot 2, N 74° 22' 24" E, a distance of 375.53 feet to "X" found in concrete for the Northeasterly corner of lot 2, the Northwesterly corner of Lot 3 of said Billie and Ed Miles Subdivision, and being the Northeast corner of this herein described tract of land;

THENCE departing the Southerly R.O.W. line of said Hanz Drive, and with the common line of said Lot 2 and Lot 3, S 15° 35' 33" E, at a distance of 226.21 feet passing a 1/2" iron pin found for the Southwest corner of said Lot 3, and continuing into said Lot 1B for a total distance of 577.40 feet to a point in the Northerly line of Lot 2, Block 1, Gruene 16 Subdivision as recorded in Document No. 201406025491 of the Map and Plat Records of Comal County, Texas, for the Southeast corner of this herein described tract of land;

THENCE departing said Southeast corner, and along with the Northerly line of Lot 2, and Lot 1 of said Gruene 16 Subdivision, S 56° 12' 53" W, a distance of 387.85 feet to a point in the Easterly Right-Of-Way line of Gruene Road found for the Southwesterly corner of this herein described tract of land, and the beginning of a non-tangent curve to the right;;

THENCE departing the Northwesterly corner of Lot 1, Gruene 16 Subdivision and with the Easterly line of said Gruene Road and with the westerly line of said Lot 1B, and with said non-tangent curve to the right having a radius of 1880.15 feet, an arc length of 340.86 feet, a delta angle of 10° 23' 14", and a chord bearing and distance of N 20° 46' 46" W, 340.39 feet to a 1/2" iron pin with cap stamped "RPLS-4233" found for a corner of said Lot 1A;

THENCE continuing with the Easterly line of Gruene Road, N 15° 27' 00" W, a distance of 134.07 feet to a point for the common corner of said Lot 1A, and the Southwesterly corner of Lot 2, Block 1, and being the beginning of a curve to the right;

THENCE continuing with the Easterly line of said Gruene Road, and said curve to the right having a radius of 2834.93 feet, an arc length of 211.65 feet, a delta angle of $04^\circ 16' 39''$, and a chord bearing and distance of N $13^\circ 22' 08''$ W, 211.32 feet to a "MAG" nail found for a Northwesterly corner and beginning of a curve to the right;

THENCE departing the Easterly line of Gruene Road and with said curve to the right having a radius of 15.00 feet, an arc length of 22.53 feet, a delta angle of $86^\circ 11' 53''$, and a chord bearing and distance of N $32^\circ 11' 58''$ E, 20.47 feet to the POINT OF BEGINNING, and containing 5.970 acres of land.

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

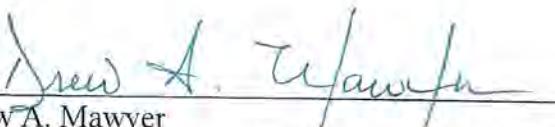
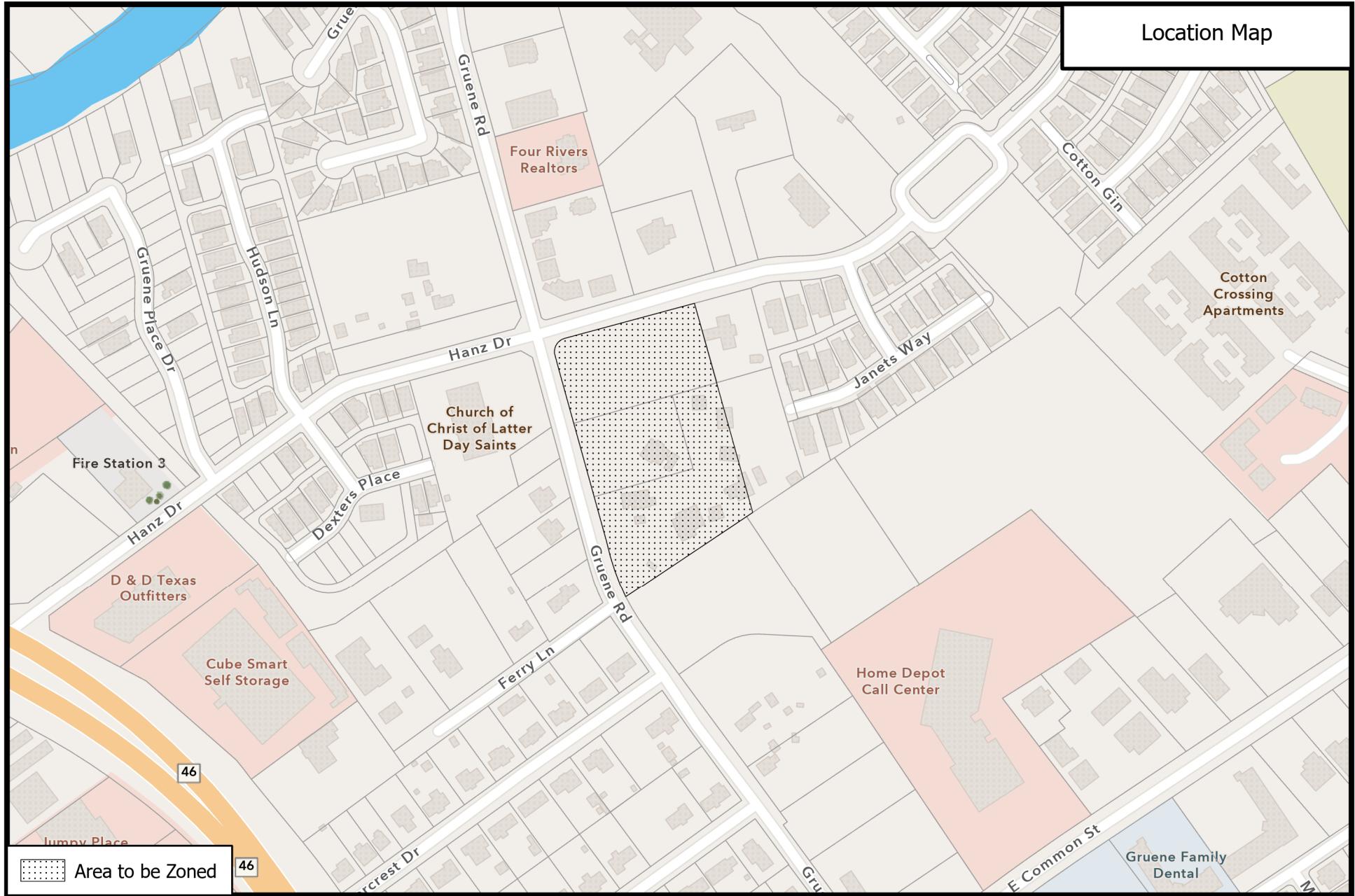

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. SH 46, NEW BRAUNFELS, TX 78132
INK 622-Garrison Gruene Zoning 5.790 AC 102125



Exhibit "B"



PZ25-0394
870, 832, & 830 Gruene Rd - R-3 SUP & C-1A to C-4A

0 200 400
Feet



Path:
\\chfs-1\Departments\Planning\ZoneChange & SUPs\2025\PZ25-0394 - 870 Gruene Rd -

Source: City of New Braunfels Planning
Date: 12/3/2025

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by another party is at that party's risk and without liability to the City of New Braunfels. 189 officials or employees for any discrepancies, errors, or variances which may

1/26/2026

Agenda Item No. D)

PRESENTER:

Matthew Simmont, AICP, Planning Manager
Applicant/Owner: Chad Fletcher

SUBJECT:

Discuss and consider the second and final reading of an ordinance, at the request of Chad Fletcher, to rezone approximately 0.2 of an acre out of the Baus Addition Subdivision, Block D, East part of Lots 1 & 2, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed at 385 West Faust Street.

DEPARTMENT: Neighborhood and Community Planning

COUNCIL DISTRICTS IMPACTED: 5

BACKGROUND INFORMATION:

Case No: SUP25-377

Applicant/Owner:

Chad Fletcher
210-818-5842 | chad@cajunvol.com

Staff Contact:

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

The City Council held a public hearing on January 12, 2026, and approved the first reading of the applicant's requested rezoning ordinance (5-2).

The subject property is approximately 0.2 of an acre on the south side of West Faust Street, one block southwest of the intersection of West Faust Street and South Castell Avenue. The subject property is bordered by C-3 and SND-1 zoning. Adjacent land uses include a residential neighborhood and commercial properties.

This rezoning is requested to allow the short-term rental (STR) of the existing home. The 1980s residence is roughly 1,026 square feet with 2 bedrooms and 1½ bathrooms. Per the Zoning Ordinance, the maximum occupancy of an STR with a total of 2 bedrooms and 1½ bathrooms is 6 occupants, and the minimum off-street parking is 2 spaces. There is sufficient room to accommodate the minimum parking requirements.

ISSUE:

Short-term rental standards in the Zoning Ordinance help to ensure proper measures are in place to protect public health, safety, and neighboring properties. If this rezoning request is approved, the registration of the short-term rental and online payment of hotel occupancy taxes are required. Also, the project must comply with all other City Code standards.

There are currently 12 approved short term rental SUPs within one-half mile of the subject property, 5 of which

are active.

COMPREHENSIVE PLAN REFERENCE:

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

- **Action 1.3:** Encourage balanced and fiscally responsible land-use patterns.
- **Action 1.14:** Ensure regulations do not unintentionally inhibit the provisions of a variety of flexible and innovative lodging options and attractions.

Future Land Use Plan: The subject property is located within the New Braunfels Sub Area, along a Transitional Mixed-Use corridor, and near existing Education, Tourist, and Market Centers.

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity

Organizational Excellence Community Well-Being N/A

- Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.
- In partnership with the New Braunfels Economic Development Corporation (NBEDC) and New Braunfels Utilities, develop a cohesive framework for economic development incentives that encourage a built environment that results in enhanced walkability, mixed housing types, and the co-location of commercial and residential uses.

FISCAL IMPACT:

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

- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Mix of uses (residential and short-term rental) developed on a single parcel of land increases revenue to cover costs of services.
- If approved, the property will be subject to local and state hotel occupancy tax (HOT).

RECOMMENDATION:

Staff recommends approval with the following conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan and floor plan. Any significant changes to the site plan or floor plan will require a revision to the SUP.

The Planning Commission held a public hearing on December 2, 2025, and unanimously recommended approval of the applicant's request (9-0).

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

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

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

(5) Whether the request is consistent with the comprehensive plan.

Mailed notification as required by state statute:

Public hearing notices were sent to owners of 18 properties within 200 feet of the request. As of the date this agenda was posted, a supermajority vote of City Council is not required.

Resource Links:

- Chapter 144, Sec. 3.3-9 (C-3) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 5.17 (Short-term Rental) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?



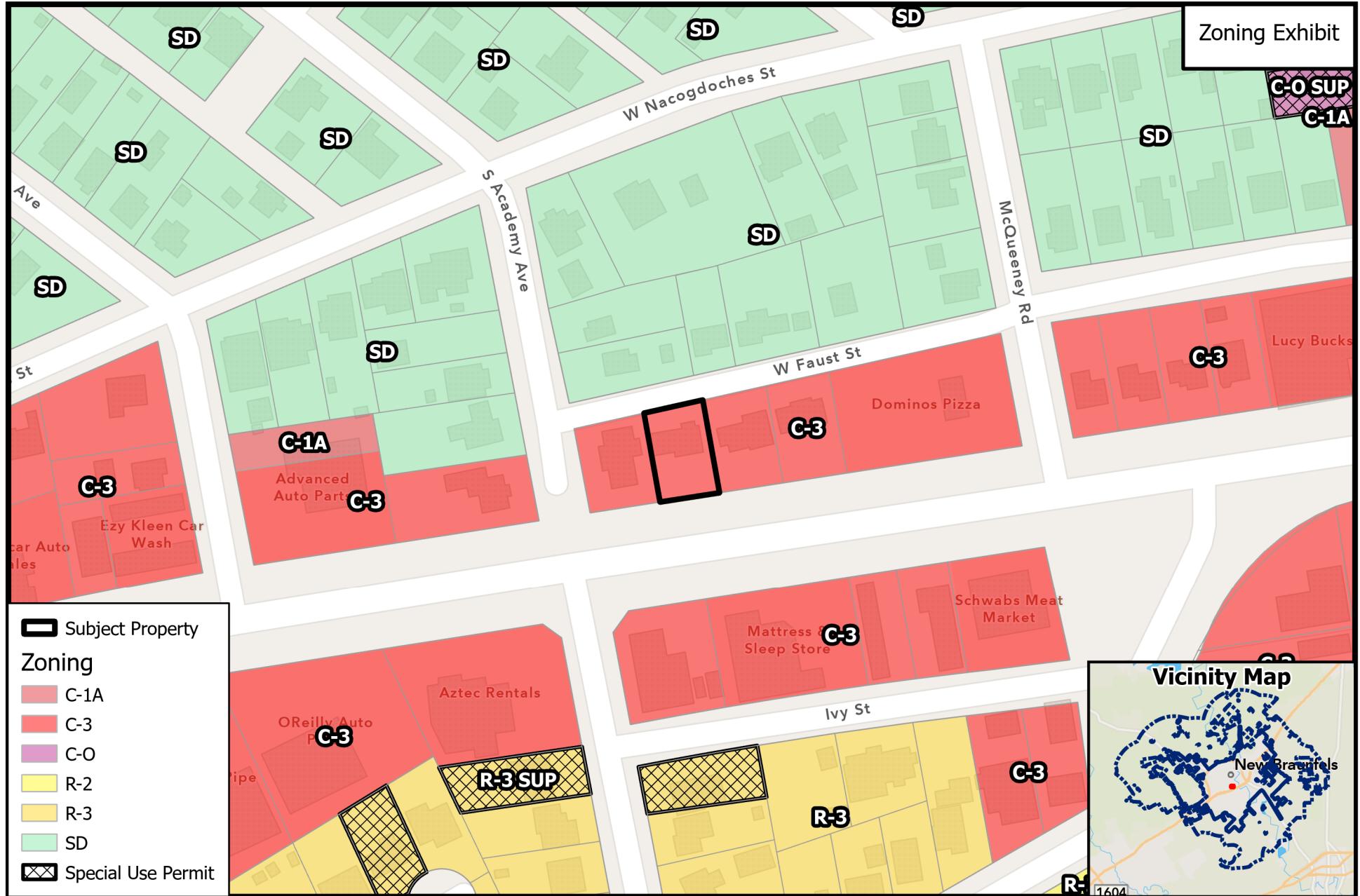
Path:
\\chfs-1\Departments\Planning\ZoneChange & SUPs\2025\SUP25-377 - 385 W Faust St -

SUP25-377
385 W Faust St - SUP for STR

Source: City of New Braunfels Planning
Date: 11/12/2025

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by
else is at that party's risk and without liability to the City of New Brau **193**
officials or employees for any discrepancies, errors, or variances which may





SUP25-377
385 W Faust St - SUP for STR





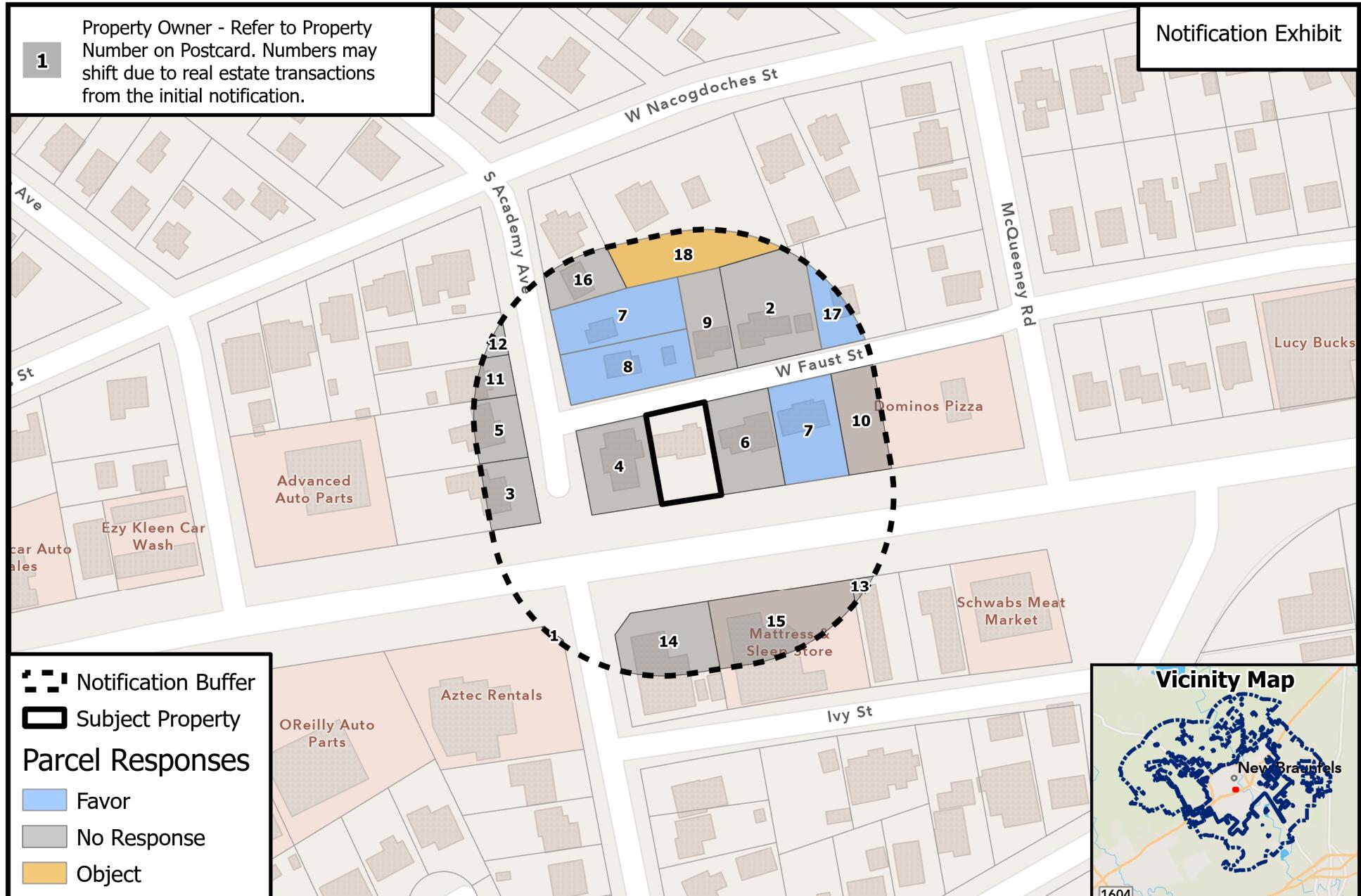
385 W Faust St



385 W Faust St

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

Notification Exhibit



PLANNING COMMISSION – December 2, 2025 – 6:00PM
City Hall Council Chambers

Applicant: Chad Fletcher

Address/Location: 385 W FAUST ST

SUP25-377

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

1. ROBLES RICHARD D	10. JOHNSON ROBERT J
2. HUNT AMANDA	11. YOUNG RAMON & BRANDI
3. CRADDOCK MARIANN	12. IRA FINANCIAL TRUST COMPANY
4. KOBUS JARRED	13. WALLACE WYNN
5. PFEIFFER LYDIA G	14. RRC-CAG LLC
6. REIMAGINED SPACES LLC	15. WALLACE WYNN C
7. PEINEMANN MICHAEL E	16. SEIBERT JOSHUA JAMES
8. RIDEOUT KELLY	17. MALLORY GAIL GIFT TRUST
9. MATA ANTONIO E & DORA	18. PEINEMANN MARY ANNE

SEE MAP

PEINEMANN MICHAEL E
389 WEST KLINGEMAN STREET
NEW BRAUNFELS TX 78130
Property #: 7
SUP25-377
Case Manager: AM

FAVOR

OPPOSE

COMMENTS



RIDEOUT KELLY

1308 E COMMON ST STE 205 BOX 33

NEW BRAUNFELS TX 78130

Property #: 8

SUP25-377

Case Manager: AM

FAVOR

OPPOSE

COMMENTS



MALLORY GAIL GIFT TRUST

LISA FREDRICKSON TR 22 HUNTERS CHASE

NEW BRAUNFELS TX 78132

Property #: 17

SUP25-377

Case Manager: AM

FAVOR

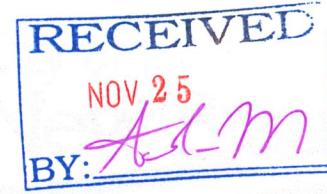
COMMENTS

OPPOSE



PEINEMANN MARY ANNE
381 W NACOGDOCHES ST
NEW BRAUNFELS TX 78130
Property #: 18
SUP25-377
Case Manager: AM

FAVOR
COMMENTS
OPPOSE



Draft Minutes for the December 2, 2025, Planning Commission Regular Meeting

D) SUP25-377 Public hearing and recommendation to City Council, at the request of Chad Fletcher, to rezone approximately 0.2 of an acre out of the Baus Addition Subdivision, Block D, East part of Lots 1 & 2, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed at 385 West Faust Street. (Applicant/Owner: *Chad Fletcher*; Case Manager: *Amanda Mushinski, Planner, AICP, CNU-A*)

Amanda Mushinski introduced the aforementioned item and recommended approval with the conditions listed in the staff report.

Chair Sonier asked if there were any questions for staff.

No one spoke.

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

No one spoke.

Chair Sonier closed the public hearing.

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

Motion by Vice-Chair Taylor, seconded by Commissioner Brasier, to recommend approval of the item with staff recommended conditions to City Council. Motion carried unanimously (9-0-0).

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.2 OF AN ACRE, BEING OUT OF THE BAUS ADDITION SUBDIVISION, BLOCK D, EAST PART OF LOTS 1 & 2, CURRENTLY ADDRESSED AT 385 WEST FAUST STREET, FROM C-3 (COMMERCIAL DISTRICT) TO C-3 SUP (COMMERCIAL DISTRICT WITH A SPECIAL USE PERMIT TO ALLOW SHORT TERM RENTAL OF A RESIDENCE); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the property is located in an area suitable for short term rental use; and

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

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

WHEREAS, the City Council desires to grant a Special Use Permit at 385 West Faust Street, to allow short term rental of a residence in the C-3 (Commercial District); **now, therefore**;

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

SECTION 1

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

Being out of the Baus Addition Subdivision, Block D, East part of Lots 1 & 2, being as delineated on Exhibit "A" and described on Exhibit "B" attached.

SECTION 2

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

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan Exhibit "C" and floor plan Exhibit "D". Any significant changes to the site plan will require a revision to the SUP.

SECTION 3

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

SECTION 4

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

SECTION 5

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

PASSED AND APPROVED: First reading this 12th day of January 2026.

PASSED AND APPROVED: Second reading this 26th day of January 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

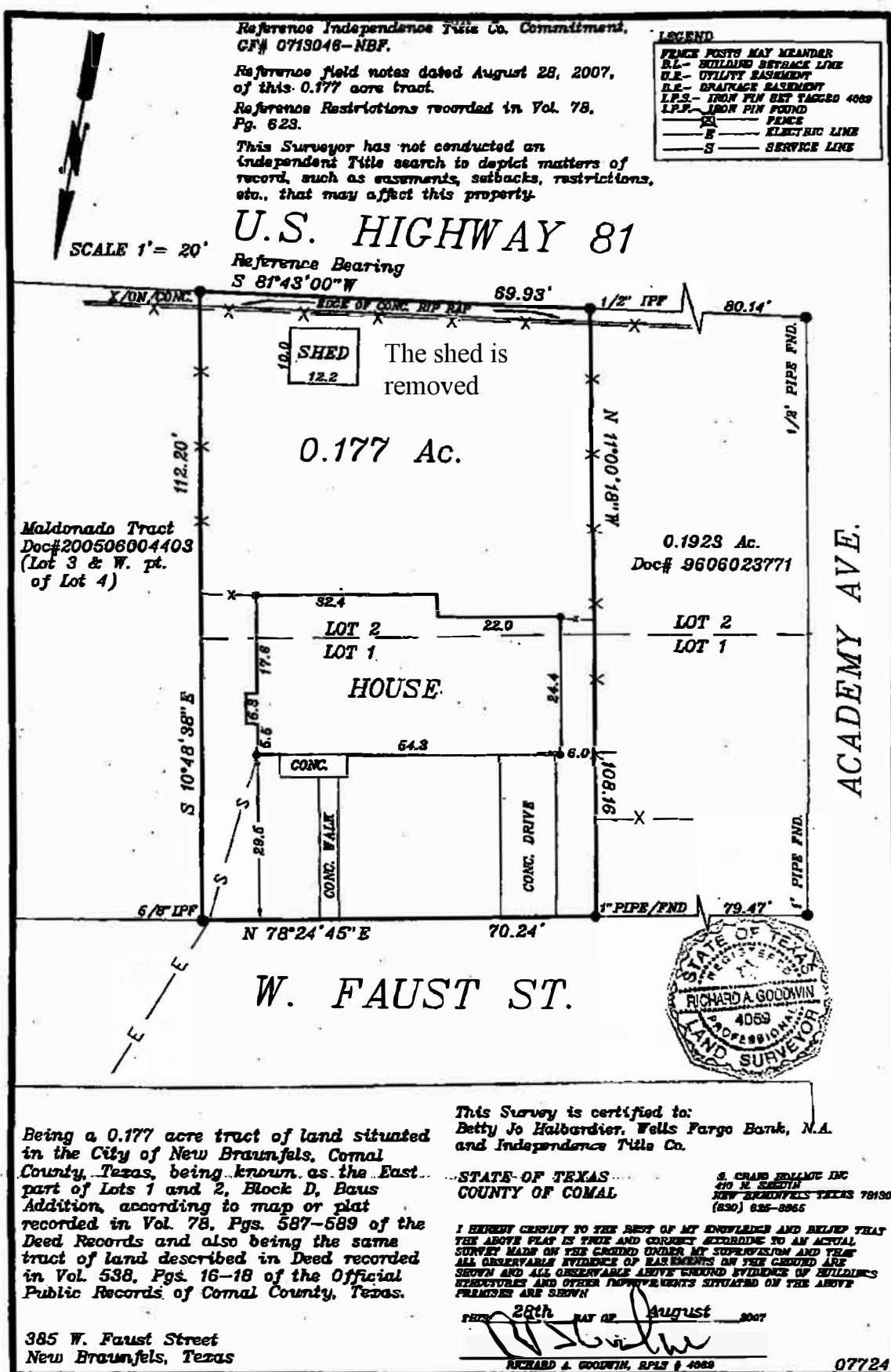
ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

Exhibit "A"



Being a 0.177 acre tract of land situated in the City of New Braunfels, Comal County, Texas, being known as the East part of Lots 1 and 2, Block D, Baus Addition, according to map or plat recorded in Vol. 78, Pgs. 587-589 of the Deed Records and also being the same tract of land described in Deed recorded in Vol. 538, Pgs. 16-18 of the Official Public Records of Comal County, Texas.

385 W. Faust Street
New Braunfels, Texas

This Survey is certified to:
Betty Jo Halberdier, Wells Fargo Bank, N.A.
and Independence Title Co.

STATE OF TEXAS
COUNTY OF COMAL

S. CRAIG BILLIOT INC
410 N. SANDEEN
NEW BRAUNFELS TEXAS 78130

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT ALL OBSERVABLE EVIDENCE OF EARLY ENTRANTS ON THE GROUNDS ARE SHOWN AND ALL OBSERVABLE ABOVE GROUND EVIDENCE OF BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES ARE SHOWN.

20th 07 08 August 2007
Seth Swanson

RETIRED 4 FROZEN 5/17/14 1063

072224

Charles B. Utter
Della Utter

Exhibit "B"

FIELD NOTES FOR A 0.177 ACRE TRACT

Being a 0.177 acre tract of land situated in the City of New Braunfels, Comal County, Texas, being known as the East part of Lots 1 and 2, Block D, Baus Addition, according to map or plat recorded in Volume 78, Pages 587-589 of the Deed Records of Comal County, Texas, and also being the same tract of land described in Deed recorded in Volume 538, Pages 16-18 of the Official Public Records of Comal County, Texas, and all bearings referred to in this description are referenced to a bearing of S $81^{\circ} 43' 00''$ W between monumentation found along the North right-of-way line of U. S. Highway 81, said 0.177 acre tract of land surveyed under the supervision of Richard A. Goodwin, RPLS #4069, S. Craig Hollmig, Inc., and being more particularly described as follows:

BEGINNING: At a 5/8" iron pin found on the South right-of-way line of W. Faust Street, for the Northeast corner of the above referenced Lot 1, the Northeast corner of the above referenced tract (538/16-18), the Northwest corner of the Maldonado Tract recorded in Doc# 200506004403 of the Official Public Records of Comal County, Texas, for the Northeast corner and Point of Beginning of this tract;

THENCE: Leaving the South right-of-way line of W. Faust Street, along the East line of the above referenced tract (538/16-18), the West line of the Maldonado Tract, S $10^{\circ} 48' 38''$ E 112.20 feet to an 'x' found on concrete on the North right-of-way line of U.S. Highway 81, for the Southeast corner of the above referenced tract (538/16-18), the Southwest corner of said Maldonado Tract, for the Southeast corner of this tract;

THENCE: Along the North right-of-way line of U.S. Highway 81, S $81^{\circ} 43' 00''$ W 69.93 feet to a 1/2" iron pin found for the Southwest corner of the above referenced tract (538/16-18), the Southeast corner of a 0.1923 acre tract described in Doc# 9606023771 of the Official Public Records of Comal County, Texas, for the Southwest corner of this tract;

THENCE: Along the West line of the above referenced tract (538/16-18), the East line of said 0.1923 acre tract, N $11^{\circ} 00' 18''$ W 108.16 feet to a 1" pipe found in the South right-of-way line of W. Faust Street, for the Northwest corner of the above referenced tract (538/16-18), the Northeast corner of said 0.1923 acre tract, for the Northwest corner of this tract;

THENCE: Along the South right-of-way line of W. Faust Street, N $78^{\circ} 24' 45''$ E 70.24 feet to the Point of Beginning and containing 0.177 acres of land, more or less.

Exhibit "C"

ELLIOTT KWDX BLVD

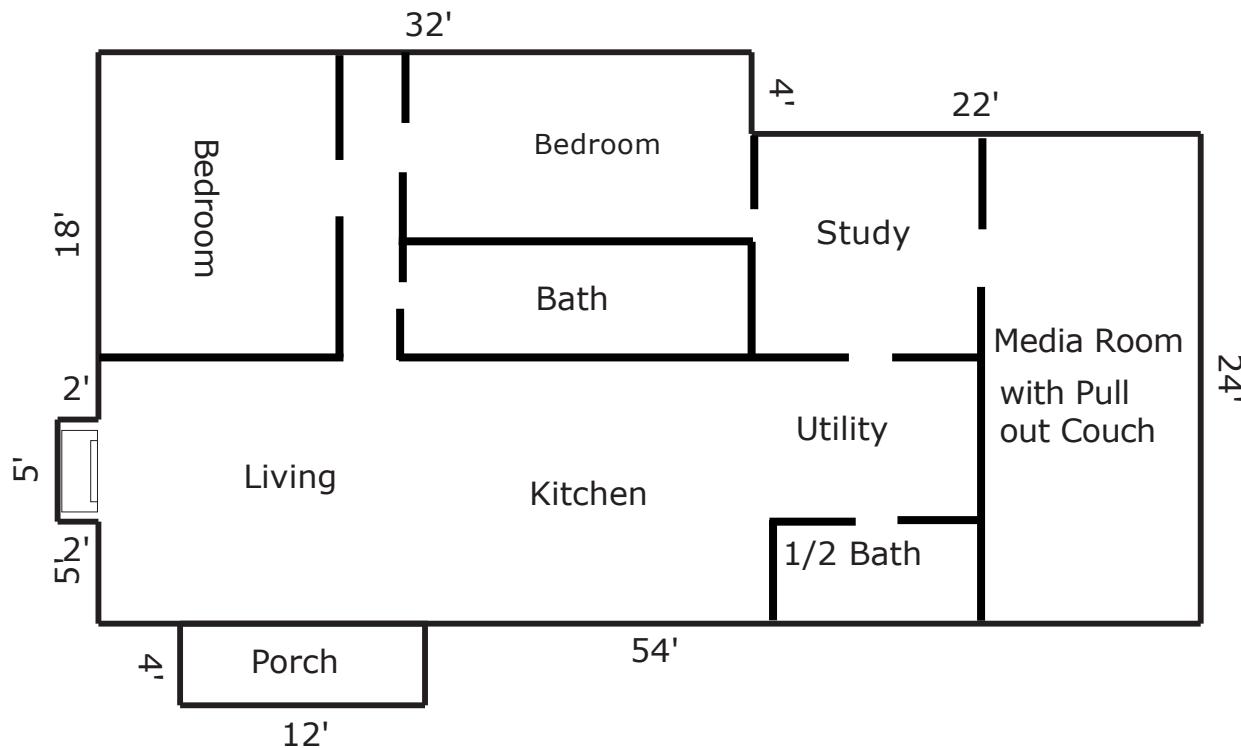


I, Chedwick FLETCHER of CDF Investment Properties, the Property owner, acknowledge that this Site Plan Submitted For the purposes of Rezoning this Property is in accordance with all Applicable provisions of the Zoning Ordinance. Additionally, I understand that City Council approval of this Site Plan in conjunction with a Rezoning case does not relieve me from Adherence to any/all City-adopted codes/ordinances at the time of plan submittal for Building Permits. Nor does it relieve me from Adherence to any/all State or Federal Rules or Regulations.

1 Square = 5 Ft

Exhibit "D"

385 W. Faust Street Floor Plan



TOTAL Sketch by a la mode

Area Calculations Summary

Living Area	Calculation Details
First Floor	1434 Sq ft
	$5 \times 2 = 10$
	$24 \times 22 = 528$
	$32 \times 28 = 896$
Total Living Area (Rounded):	1434 Sq ft
Non-living Area	
Open Porch	48 Sq ft
	$12 \times 4 = 48$

1/26/2026

Agenda Item No. E)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Discuss and consider the first reading of an ordinance appointing the initial Board of Directors to the City of New Braunfels Tax Increment Reinvestment Zone Number Two (“River Mill”), naming the place designations of the appointed Directors, establishing term dates, and declaring an effective date.

DEPARTMENT: City Secretary**COUNCIL DISTRICTS IMPACTED:** 5**BACKGROUND INFORMATION:**

On December 9, 2019, City Council passed Ordinance 2019-90 establishing the New Braunfels Tax Increment Reinvestment Zone #2 - referred to as TIRZ 2 River Mill to provide a dedicated funding source and revitalization strategy for the zone. Included within the Ordinance, a Preliminary Project and Finance Plan was approved. A Board of Directors of this TIRZ was not appointed after the creation of the zone due to community challenges with the COVID-19 pandemic and the proposed River Mill project hitting a temporary pause. As such, the project status as since changed and City staff have identified the need for the formation of the TIRZ 2 Board of Directors.

The application process for TIRZ 2 Board of Director applicants was opened on November 24, 2025, and facilitated through the City Secretary’s Office. Applications were accepted until January 5, 2026 and a sufficient number of candidates have been received to fulfill the Board of Director positions. An Ad Hoc Committee of City Council members met on January 13, 2026 to review applicants and selected the following to be appointed:

Place 1 - Zone County/Adjacent County Resident or Property Owner:
Jeffrey Coulter, term expiring 11/30/2027

Place 2 - Zone County/Adjacent County Resident or Property Owner:
Kyle Coker, term expiring 11/30/2026

Place 3 - Zone County/Adjacent County Resident or Property Owner:
John Matney, term expiring 11/30/2027

Place 4 - Zone County/Adjacent County Resident or Property Owner:
Skylar Duran, term expiring 11/30/2026

Place 5 - Zone County/Adjacent County Resident or Property Owner:
John Malik, term expiring 11/30/2027

Place 6 - Zone County/Adjacent County Resident or Property Owner:
Patrick Wiggins, Jr., term expiring 11/30/2026

Place 7 - Zone County/Adjacent County Resident or Property Owner:
Stephen Zgabay, term expiring 11/30/2027

Once formed, the TIRZ 2 Board of Directors will meet, review the Preliminary Project and Finance Plan, and make recommendations to City Council for the approval of the Final TIRZ 2 Project and Finance Plan - to be scheduled at a City Council meeting in early Spring 2026. Additionally at this same upcoming meeting, City Council will appoint a Board Chair for the remainder of 2026 - a term that shall expire on December 31, 2026.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

There is no fiscal impact to appoint Board of Directors to the TIRZ 2.

RECOMMENDATION:

Staff recommends City Council appoint the initial Board of Directors for the City of New Braunfels Tax Increment Reinvestment Zone Number Two “TIRZ 2 River Mill” and establish place designations, term dates, and declaring an effective date.

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPOINTING INITIAL BOARD OF DIRECTORS TO THE NEW BRAUNFELS TAX INCREMENT REINVESTMENT ZONE NUMBER TWO RIVER MILL, NAMING THE PLACE DESIGNATIONS OF THE APPOINTED DIRECTORS, ESTABLISHING TERM DATES, AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the New Braunfels City Council met on December 9, 2019 and approved an ordinance establishing the New Braunfels Tax Increment Reinvestment Zone #2 River Mill to provide a dedicated funding source and revitalization strategy for the zone; and

WHEREAS, a Board of Directors for this Tax Increment Reinvestment Zone was not appointed after the creation of the zone due to community challenges with the COVID-19 pandemic and the proposed River Mill project hitting a temporary pause; and

WHEREAS, the River Mill project status has changed and City staff have identified the need for the formation of the Board of Directors for this Tax Increment Reinvestment Zone; and

WHEREAS, the application process for Board of Director applicants was opened on November 24, 2025 and facilitated through the City Secretary's Office; and

WHEREAS, applications were held open until January 5, 2026 and a sufficient number of candidates have been received to fulfill the Board of Director positions; and

WHEREAS, the Texas Tax Code sets forth certain minimum qualifications for Tax Increment Reinvestment Zone Boards and all Directors appointed meet these requirements; and

WHEREAS, the Texas Tax Code directs the City Council to appoint Directors to Tax Increment Reinvestment Zones; and

WHEREAS, an Ad Hoc Committee of City Council met on January 13th, 2026 to review applicants to serve on the Board.

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

SECTION 1: The following Directors are appointed to the initial roster of the New Braunfels Tax Increment Reinvestment Zone Number Two River Mill in the following places with corresponding initial term expirations:

Place One Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: Jeffrey Coulter, Term Expires: 11/30/2027

Place Two Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: Kyle Coker, Term Expires: 11/30/2026

Place Three Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: John Matney, Term Expires: 11/30/2027

Place Four Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: Skylar Duran, Term Expires: 11/30/2026

Place Five Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: John Malik, Term Expires: 11/30/2027

Place Six Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: Patrick Wiggins, Jr., Term Expires: 11/30/2026

Place Seven Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: Stephen Zgabay, Term Expires: 11/30/2027

PASSED AND APPROVED: First Reading on January 26, 2026

PASSED, ADOPTED, AND APPROVED: Second and Final Reading on February 9, 2026

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA ACEVEDO, City Attorney

1/26/2026

Agenda Item No. F)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Discuss and consider the first reading of an ordinance appointing the initial Board of Directors to the City of New Braunfels Tax Increment Reinvestment Zone Number Four - Zipp Park, naming the place designations of the appointed Directors, establishing term dates, and declaring an effective date.

DEPARTMENT: City Secretary**COUNCIL DISTRICTS IMPACTED:** 2**BACKGROUND INFORMATION:**

On November 10, 2025, City Council passed Ordinance 2025-68 establishing the New Braunfels Tax Increment Reinvestment Zone #4 - Zipp Park to provide a dedicated funding source and revitalization strategy for the zone. Included within the Ordinance, a preliminary Project and Finance Plan was approved. A Board of Directors will provide recommendations to City Council concerning the administration, management, and operation of TIRZ 4.

The application process for TIRZ 4 Board of Director applicants was opened on November 24, 2025, and facilitated through the City Secretary's Office. Applications were accepted until January 5, 2026 and a sufficient number of candidates have been received to fulfill the Board of Director positions. An Ad Hoc Committee of City Council members met on January 13, 2026 to review applicants and selected the following to be appointed:

Place 1 - Zone County/Adjacent County Resident or Property Owner:
Stephen Brockman, term expiring 11/30/2027

Place 2 - Zone County/Adjacent County Resident or Property Owner:
Stewart Pickard, term expiring 11/30/2027

Place 3 - Zone County/Adjacent County Resident or Property Owner:
Jacob Hixon, term expiring 11/30/2027

Place 4 - Zone County/Adjacent County Resident or Property Owner:
Thomas Jordan, term expiring 11/30/2027

Place 5 - Zone County/Adjacent County Resident or Property Owner - OR - Guadalupe County Representative:
Payton Adams, term expiring 11/30/2027

Place 6 - Zone County/Adjacent County Resident or Property Owner - OR - Guadalupe County Representative:
Tara Woodard, term expiring 11/30/2027

Place 7 - Zone County/Adjacent County Resident or Property Owner:

Travis Engler, term expiring 11/30/2027

Note: *Positions five and six may be held for Guadalupe County if they intend to participate in the TIRZ 4 as taxing jurisdiction. Failure of Guadalupe County to participate shall be deemed as a waiver to appoint Directors, and the City Council will appoint these positions. As of creation of this agenda item, Guadalupe County has not indicated their participation status.*

Once formed, the TIRZ 4 Board of Directors will meet, review the preliminary Project and Finance Plan, and make recommendations to City Council for the approval of the Final TIRZ 4 Project and Finance Plan - to be scheduled at a City Council meeting in early Spring 2026. Additionally, at this same upcoming meeting, City Council will appoint a Board Chair for the remainder of 2026 - a term that shall expire on December 31, 2026.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

There is no fiscal impact to appoint Board of Directors to the TIRZ 4.

RECOMMENDATION:

Staff recommends City Council appoint the initial Board of Directors for the City of New Braunfels Tax Increment Reinvestment Zone Number 4 Zipp Park and establish place designations, term dates, and declaring an effective date.

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPOINTING INITIAL BOARD OF DIRECTORS TO THE NEW BRAUNFELS TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR – ZIPP PARK, NAMING THE PLACE DESIGNATIONS OF THE APPOINTED DIRECTORS, ESTABLISHING TERM DATES, AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the New Braunfels City Council met on November 10, 2025 and approved an ordinance establishing the New Braunfels Tax Increment Reinvestment Zone #4 – Zipp Park to provide a dedicated funding source and revitalization strategy for the zone; and

WHEREAS, the application process for Board of Director applicants was opened on November 24, 2025 and facilitated through the City Secretary's Office; and

WHEREAS, applications were held open until January 5, 2026 and a sufficient number of candidates have been received to fulfill the Board of Director positions; and

WHEREAS, the Texas Tax Code sets forth certain minimum qualifications for Tax Increment Reinvestment Zone Boards and all Directors appointed meet these requirements; and

WHEREAS, the Texas Tax Code directs the City Council to appoint Directors to Tax Increment Reinvestment Zones; and

WHEREAS, an Ad Hoc Committee of City Council met on January 13, 2026 to review applicants for Directors to serve on the Board.

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

SECTION 1: The following Directors are appointed to the initial roster of the New Braunfels Tax Increment Reinvestment Zone Four – Zipp Park in the following places with corresponding initial term expirations:

Place One Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: Stephen Brockman, Term Expires: 11/30/2027

Place Two Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: Stewart Pickard, Term Expires: 11/30/2027

Place Three Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: Jacob Hixon, Term Expires: 11/30/2027

Place Four Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: Thomas Jordan, Term Expires: 11/30/2027

Place Five Appointee (Guadalupe County Representative or Zone County: Resident/Property Owner/Adjacent County Resident)

Name: Payton Adams, Term Expires: 11/30/2027

Place Six Appointee (Guadalupe County Lateral Road Representative Zone County: Resident/Property Owner/Adjacent County Resident)

Name: Tara Woodard, Term Expires: 11/30/2027

Place Seven Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)

Name: Travis Engler, Term Expires: 11/30/2027

PASSED AND APPROVED: First Reading on January 26, 2026

PASSED, ADOPTED, AND APPROVED: Second and Final Reading on February 9, 2026

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA ACEVEDO, City Attorney

1/26/2026**Agenda Item No. G)****PRESENTER:**

Gayle Wilkinson, City Secretary

SUBJECT:

Discuss and consider the first reading of an ordinance appointing the initial Board of Directors to the City of New Braunfels Tax Increment Reinvestment Zone Number Five - West End, naming the place designations of the appointed Directors, establishing term dates, and declaring an effective date.

DEPARTMENT: City Secretary**COUNCIL DISTRICTS IMPACTED:** 1**BACKGROUND INFORMATION:**

On October 27, 2025, City Council passed Ordinance 2025-67 establishing the New Braunfels Tax Increment Reinvestment Zone #5 - West End to provide a dedicated funding source and revitalization strategy for the zone. Included within the Ordinance, a preliminary Project and Finance Plan was approved. A Board of Directors will provide recommendations to City Council concerning the administration, management, and operation of TIRZ 5.

The application process for TIRZ 5 Board of Director applicants was opened on November 24, 2025, and facilitated through the City Secretary's Office. Applications were accepted until January 5, 2026 and a sufficient number of candidates have been received to fulfill the Board of Director positions. An Ad Hoc Committee of City Council members met on January 13, 2026 to review applicants and selected the following to be appointed:

Place 1 - Zone County/Adjacent County Resident or Property Owner:
Roberto Morales, term expiring 11/30/2027

Place 2 - Zone County/Adjacent County Resident or Property Owner:
Jolene Lane-Huereca, term expiring 11/30/2027

Place 3 - Zone County/Adjacent County Resident or Property Owner:
Andres Campos, term expiring 11/30/2027

Place 4 - Zone County/Adjacent County Resident or Property Owner:
David Ozuna, term expiring 11/30/2027

Place 5 - Zone County/Adjacent County Resident or Property Owner - OR - Comal County Representative:
Belarmino Castellanos, term expiring 11/30/2027

Place 6 - Zone County/Adjacent County Resident or Property Owner - OR - Comal County Representative:
Michelle Luhrs, term expiring 11/30/2027

Place 7 - Zone County/Adjacent County Resident or Property Owner:

Sylvia Sanchez, term expiring 11/30/2027

Note: *Positions five and six may be held for Comal County if they intend to participate in the TIRZ 5 as taxing jurisdiction. Failure of Comal County to participate shall be deemed as a waiver to appoint Directors, and the City Council will appoint these positions. As of creation of this agenda item, Comal County has not indicated their participation status.*

Once formed, the TIRZ 5 Board of Directors will meet, review the preliminary Project and Finance Plan, and make recommendations to City Council for the approval of the Final TIRZ 5 Project and Finance Plan - to be scheduled at a City Council meeting in early Spring 2026. Additionally, at this same upcoming meeting, City Council will appoint a Board Chair for the remainder of 2026 - a term that shall expire on December 31, 2026.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

There is no fiscal impact to appoint Board of Directors to the TIRZ 5

RECOMMENDATION:

Staff recommends City Council appoint the initial Board of Directors to the City of New Braunfels Tax Increment Reinvestment Zone Number 5 - West End and establish place designations, term dates, and declaring an effective date.

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPOINTING INITIAL BOARD OF DIRECTORS TO THE NEW BRAUNFELS TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE – WEST END, NAMING THE PLACE DESIGNATIONS OF THE APPOINTED DIRECTORS, ESTABLISHING TERM DATES, AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the New Braunfels City Council met on October 27, 2025 and approved an ordinance establishing the New Braunfels Tax Increment Reinvestment Zone #5 – West End to provide a dedicated funding source and revitalization strategy for the zone; and

WHEREAS, the application process for Board of Director applicants was opened on November 24, 2025 and facilitated through the City Secretary's Office; and

WHEREAS, applications were held open until January 5, 2026 and a sufficient number of candidates have been received to fulfill the Board of Director positions; and

WHEREAS, the Texas Tax Code sets forth certain minimum qualifications for Tax Increment Reinvestment Zone Boards and all Directors appointed meet these requirements; and

WHEREAS, the Texas Tax Code directs the City Council to appoint Directors to Tax Increment Reinvestment Zones; and

WHEREAS, an Ad Hoc Committee of City Council met on January 13, 2026 to review applicants to serve on the Board.

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

SECTION 1: The following Directors are appointed to the initial roster of the New Braunfels Tax Increment Reinvestment Zone Five – West End in the following places with corresponding initial term expirations:

Place One Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: Roberto Morales, Term Expires: 11/30/2027

Place Two Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: Jolene Lane-Huereca, Term Expires: 11/30/2027

Place Three Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: Andres Campos, Term Expires: 11/30/2027

Place Four Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)
Name: David Ozuna, Term Expires: 11/30/2027

Place Five Appointee (Comal County Representative or Zone County: Resident/Property Owner/Adjacent County Resident)

Name: Belarmino Castellanos, Term Expires: 11/30/2027

Place Six Appointee (Comal County Lateral Road Representative Zone County: Resident/Property Owner/Adjacent County Resident)

Name: Michelle Luhrs, Term Expires: 11/30/2027

Place Seven Appointee (Zone County: Resident/Property Owner/Adjacent County Resident)

Name: Sylvia Sanchez, Term Expires: 11/30/2027

PASSED AND APPROVED: First Reading on January 26, 2026

PASSED, ADOPTED, AND APPROVED: Second and Final Reading on February 9, 2026

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA ACEVEDO, City Attorney



City Council - Executive Session Agenda Item Report

550 Landa Street
New Braunfels, TX

1/26/2026

Agenda Item No. A)

SUBJECT:

Deliberate pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, including but not limited to:

- Legal issues and interpretation of ordinances related to boards and commissions.