



**CITY OF NEW BRAUNFELS, TEXAS  
ECONOMIC DEVELOPMENT CORPORATION  
MEETING  
CITY HALL - TEJAS ROOM  
CITY HALL - 550 LANDA ST.**



**THURSDAY, FEBRUARY 19, 2026 at 5:00 PM**

**AGENDA**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. APPROVAL OF MINUTES**

A) Approval of the January 15, 2026 regular meeting [26-123](#) minutes

**4. CITIZENS' COMMUNICATIONS**

*This time is for citizens to address the Board on issues and items of concerns not on this agenda. There will be no Board action at this time.*

**5. TREASURER'S REPORT**

A) Presentation and discussion on the February 2026 [26-168](#) Treasurer's Report

**6. PRESENTATION, DISCUSSION AND POSSIBLE ACTION**

A) Presentation and update on a workforce study [25-1239](#) partnership with the Seguin EDC

B) Presentation and update on the Northwest Park Master [26-116](#) Plan Project

C) Presentation and possible action to approve the [26-117](#) proposed NBEDC Strategic Planning priorities

D) Presentation and discussion on possible projects - [26-122](#) categorized by Workforce Support (Strategic Priority 1) and Planning & Infrastructure (Strategic Priority 2)

E) Public hearing, discussion, and possible action [26-118](#) approving an expenditure of \$26,800 for the option to extend the project feasibility period for an additional 90 days per the Purchase Contract between Mildred V. Bartels and Jerald D. Voges and the New Braunfels Economic Development Corporation, pursuant to Section 505.102 of the Texas Local Government Code.

7. **ADVISORY TEAM REPORT**

- A) Presentation and discussion on the Quarterly Advisory [26-119](#)  
Report

8. **EXECUTIVE SESSION**

In accordance with the Texas Government Code, Section 551.071, the Board reserves the right to retire into executive session concerning the items listed on this agenda to consult with its attorney. In addition, the Board may convene in executive session on any of the following items, with any final action being taken in open session:

- A) Deliberate issues regarding economic development [26-120](#)  
negotiations in accordance with Section 551.087 of the  
Texas Government Code:
1. Project Shoot
  2. Project Thread
  3. Gruene 16
  4. Stars and Stripes Drive-In Theatre
  5. Project Money
  6. Gener8tor

9. **ADJOURNMENT**

**CERTIFICATION**

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

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Board Liaison

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.



# Economic Development Corporation Agenda Item Report

550 Landa Street  
New Braunfels, TX

**2/19/2026**

Agenda Item No. A)

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**SUBJECT:**

Approval of the January 15, 2026 regular meeting minutes

**DEPARTMENT:** Economic & Community Development

**DRAFT - MINUTES  
OF THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION  
REGULAR MEETING OF THURSDAY, JANUARY 15, 2026**

**AGENDA**

**1. CALL TO ORDER**

**President Shane Hines called the meeting to order at 5:00PM.**

**2. ROLL CALL**

**Present: Tera Thompson, Larry Hammonds, Shane Hines, Don Austin, Atanacio Campos and Cory Elrod.**

**Absent: Kristen Carden**

**Also in Attendance: Mayor Neal Linnartz**

**3. APPROVAL OF MINUTES**

A) Approval of the November 3, 2025 workshop meeting minutes

**President Hines introduced this item. Director Thompson motioned to approve the November 3rd, 2025 workshop meeting minutes, Director Austin seconded, and the motion was approved unanimously.**

B) Approval of the November 20, regular meeting minutes

**President Hines introduced this item. Director Hammonds motioned to approve the November 20th, 2025 regular meeting minutes, Director Thompson seconded, and the motion was approved unanimously.**

**4. CITIZENS' COMMUNICATIONS**

*This time is for citizens to address the Board on issues and items of concerns not on this agenda. There will be no Board action at this time.*

**President Hines introduced this item. No comments were made.**

**5. TREASURER'S REPORT**

A) Presentation and discussion on the January 2026 Treasurer's Report

**President Hines introduced the item. Jared Werner, Assistant City Manager, presented the Treasurer's Report. Mr. Werner reported a 13.6% increase in sales tax collections for the month of November 2025 compared to November 2024. After removing adjustments, current-period collections reflected a 5% increase. He noted that October and November 2025 sales tax collections are up approximately 7.3% compared to Fiscal Year 2025. Mr. Werner also**

presented graphical information outlining projected revenues, current project funding commitments, and the projected ending fund balance from FY 2026 through FY 2030.

## **6. DISCUSSION AND POSSIBLE ACTION**

- A) Presentation and discussion on the Strategic Planning Outcomes Report and possible action to approve proposed NBEDC Strategic Planning priorities

**President Hines introduced this item. Jeff Jewell, Director of Economic and Community Development, provided a brief overview of the projects the NBEDC has previously funded. Mr. Jewell introduced Karen Whichard, Manager at BerryDunn, who virtually presented the New Braunfels Economic Development Corporation Retreat Outcome Report. Ms Whichard summarized key findings, priorities, and recommendations from the retreat, including strategic goals and organizational considerations. President Hines addressed item D as the next agenda item.**

- B) Public hearing, discussion, and possible action approving an expenditure, of up to \$175,000, to fund the Streets and Utility Design Master Plan, pursuant to Section 501.103 of the Texas Local Government Code.

**President Hines introduced this item. Garry Ford, Director of Transportation and Construction Services, presented the purpose and scope of the proposed master plan, the cost and proposed timeline. President Hines opened the public hearing at 5:52PM. No comments were made and the public hearing was closed at 5:52PM. Director Austin motioned to support the project expenditure, Director Hammonds seconded and the motion was approved unanimously.**

- C) Public hearing, discussion, and possible action approving 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.

**President Hines introduced this item. Jeff Jewell, Director of Economic & Community Development presented on this matter. Mr. Jewell discussed the proposed expenditure. The Board discussed the item; Mr. Jewell answered questions. President Hines opened the public hearing at 5:57PM. No comments were made and the public hearing was closed at 5:57PM. Director Hammonds motioned to support the project expenditure, Director Thompson seconded, and the motion was approved unanimously.**

- D) Presentation on a proposed expenditure to support Gener8tor - an entrepreneurship, workforce development, and local innovation accelerator project

**President Hines introduced this item. Michelle Boggs, SVP of Economic Development at the New Braunfels Chamber, stated that one of the key priorities identified in Confluence is supporting the success of start-up businesses. Ms. Boggs introduced Robert Pieroni with Gener8tor. Mr. Pieroni presented on Gener8tor and its possible role in supporting entrepreneurship and business development in New Braunfels. Board members asked clarifying questions, Jonathan Packer, President and CEO at the New Braunfels Chamber, provided answers. No action was taken.**

- E) Discussion and possible action to elect New Braunfels Economic Development Corporation officers (President, Vice President, Secretary, and Treasurer) for CY2026 - to be effective January 16, 2026.

**President Hines introduced this item. Director Thompson motioned to appoint Shane Hines as President, Kristen Carden as Vice President, Larry Hammonds as Secretary and Don Austin as Treasurer for CY 2026. Director Hammonds seconded the motion, and it was approved unanimously. Officer roles will take effect on January 16, 2026.**

## **7. EXECUTIVE SESSION**

In accordance with the Texas Government Code, Section 551.071, the Board reserves the right to retire into executive session concerning the items listed on this agenda to consult with its attorney. In addition, the Board may convene in executive session on any of the following items, with any final action being taken in open session:

- A) Deliberate issues regarding economic development negotiations in accordance with Section 551.087 of the Texas Government Code:
1. Project Shoot
  2. Project Thread
  3. Project Icon
  4. Gruene 16
  5. Project Space
  6. Gener8tor

**President Hines introduced this item. The Board adjourned to Executive Session at 6:02PM. Executive Session was opened at 6:06PM. The items were discussed in the following order:**

1. Project Shoot
2. Project Thread
3. Project Icon
4. Project Space
5. Gener8tor
6. Gruene 16

**No action was taken.**

- 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:
1. 210 S. Castell, LLC.

**President Hines introduced this item. The Board discussed and no action was taken. The Board returned to open session at 6:48pm.**

**8. ADJOURNMENT**

President Hines adjourned the meeting at 6:48PM.

By: \_\_\_\_\_  
SHANE HINES, PRESIDENT



# Economic Development Corporation Agenda Item Report

550 Landa Street  
New Braunfels, TX

**2/19/2026**

Agenda Item No. A)

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**SUBJECT:**

Presentation and discussion on the February 2026 Treasurer's Report

**DEPARTMENT:** Finance

## February NBEDC Treasurer's Report

February 19<sup>th</sup>, 2026

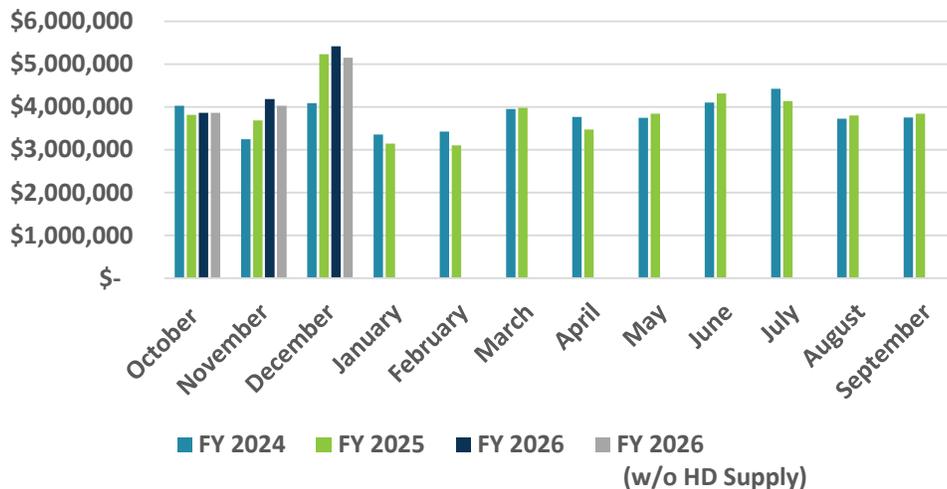
### Overview

The Monthly treasurer's report provides updates on sales tax performance, projected revenue streams, projected commitments, and expenditure timing. The NBEDC's financial commitments typically span multiple fiscal years; therefore, the report is formatted to project its financial position over the next five years.

### Sales Tax

Compared to December of last year, total sales tax collections increased by 3.5%. In December of FY 2025, a significant one-time audit collection (approx. \$567k) was received as a part of sales tax revenues. When a growth comparison is made excluding the audit collection and the contribution of HD Supply sales tax (both one-time factors), total sales tax has increased by 10.4%. When all adjustments are removed, the current period collections increased by 16.0% (10.1% without HD Supply) compared to December of last year. FY 2026 total sales tax collections are up 5.8% compared to FY 2025.

Gross Sales Tax Collections

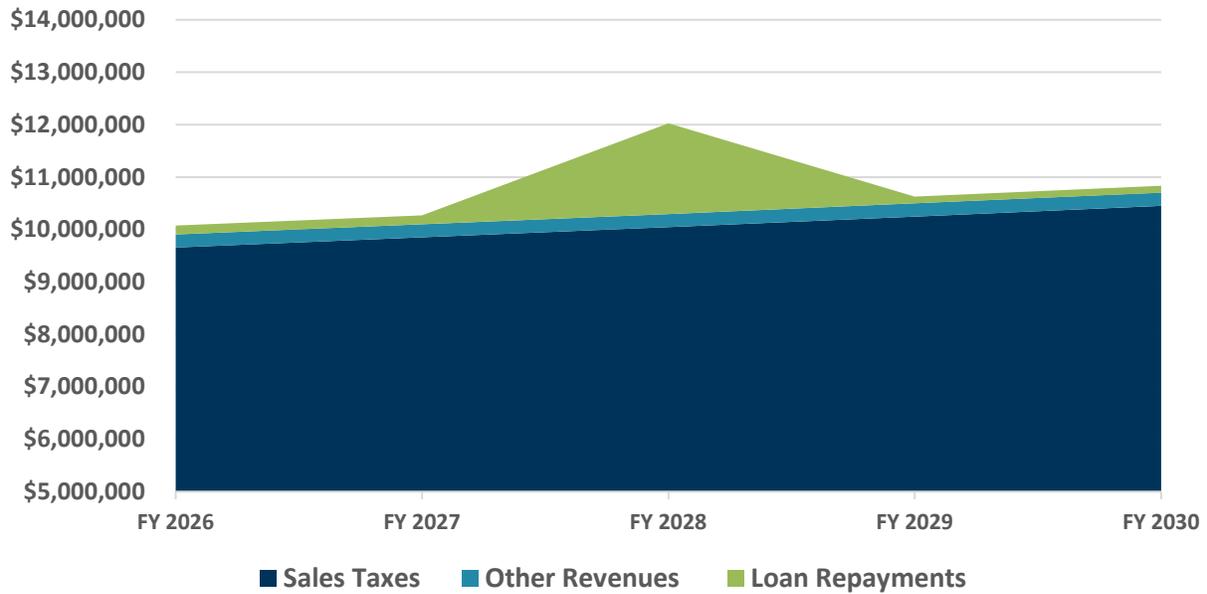


For more information contact:

Jared Werner  
Assistant City Manager  
[jwerner@newbraunfels.gov](mailto:jwerner@newbraunfels.gov)  
830-221-4385

## Revenues

Projected Revenues - FY 2026 to FY 2030

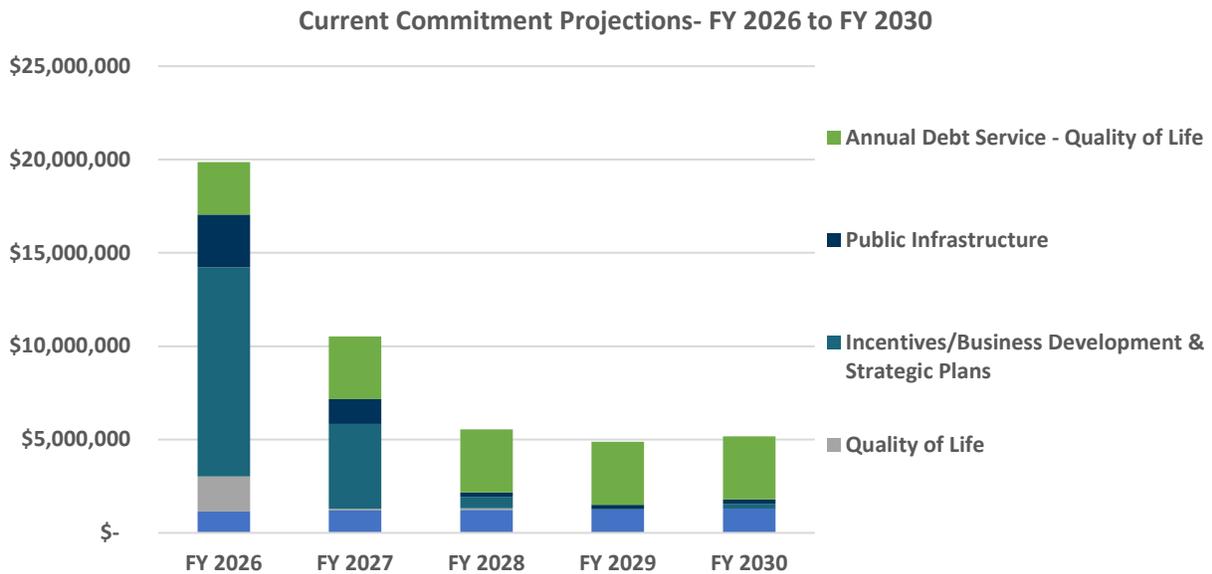


Revenue Summary					
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Sales Taxes	\$ 9,655,304	\$ 9,848,410	\$ 10,045,379	\$ 10,246,286	\$ 10,451,212
Other Revenues	\$ 250,000	\$ 250,625	\$ 251,252	\$ 251,880	\$ 252,509
Loan Repayments	\$ 172,954	\$ 172,954	\$ 1,728,954	\$ 128,954	\$ 128,954
<b>Total Revenues</b>	<b>\$ 10,078,258</b>	<b>\$ 10,271,989</b>	<b>\$ 12,025,584</b>	<b>\$ 10,627,120</b>	<b>\$ 10,832,675</b>

*Sales Taxes*- The graph and table above reflect the projected sales tax collections through FY 2030. The projections assume a growth of 2.0% annually.

*Loan Repayments*- The NBEDC began receiving loan repayments from the New Braunfels Regional Airport in FY 2022 (ten years) and ASA properties in FY 2023 (five years with a balloon payment in year six – recognized in FY 2028 above).

## Total NBEDC Expenditures – Current Commitments

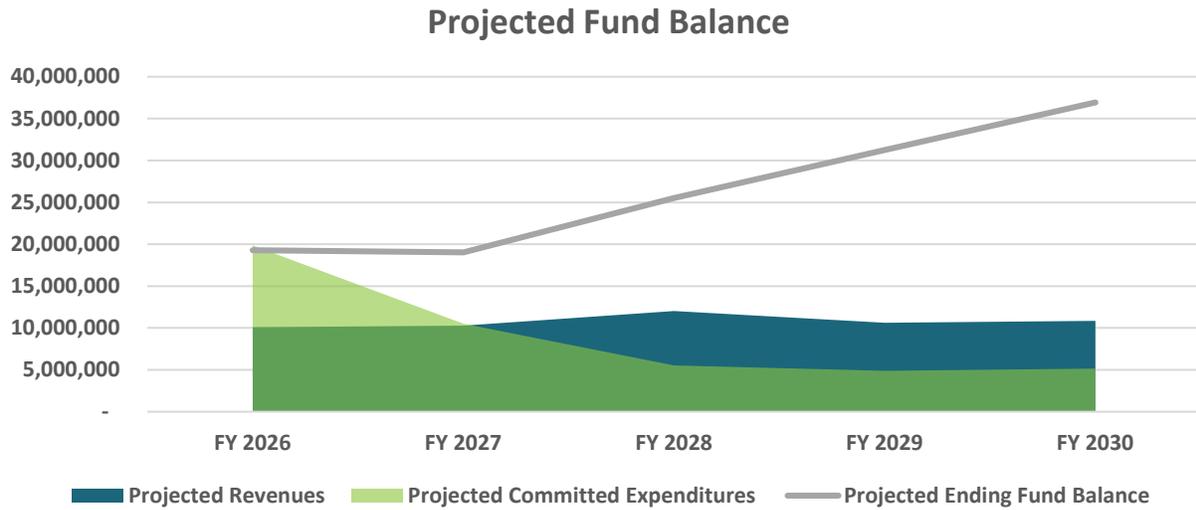


	Summary				
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
<b>Administrative and Promotional Expenditures</b>	\$ 1,155,382	\$ 1,190,043	\$ 1,225,745	\$ 1,262,517	\$ 1,300,393
<b>Quality of Life</b>	\$ 1,874,024	\$ 100,000	\$ 100,000	\$ -	\$ -
<b>Incentives/Business Development &amp; Strategic Plans</b>	\$ 11,186,573	\$ 4,536,576	\$ 600,000	\$ -	\$ 250,000
<b>Public Infrastructure</b>	\$ 2,831,370	\$ 1,333,946	\$ 250,000	\$ 250,000	\$ 250,000
<b>Annual Debt Service - Quality of Life</b>	\$ 2,808,456	\$ 3,363,564	\$ 3,365,289	\$ 3,362,439	\$ 3,364,839
<b>Total Expenditures</b>	<b>\$ 19,855,805</b>	<b>\$ 10,524,129</b>	<b>\$ 5,541,034</b>	<b>\$ 4,874,956</b>	<b>\$ 5,165,232</b>

The projections above include all current commitments of the NBEDC. Please note that all numbers listed above are projections based on the project and spending timelines. Spending timelines are assessed regularly.

## Financial Summary – Revenues, Committed Expenditures, and Projected Fund Balance

The graph above summarizes estimated revenues, committed expenditures, and changes in fund balance/Reserves based on current commitments.



**2/19/2026**

Agenda Item No. A)

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**PRESENTER:**

Mike Crowley, VP of Workforce & Industry Relations, New Braunfels Chamber of Commerce

**SUBJECT:**

Presentation and update on a workforce study partnership with the Seguin EDC

**DEPARTMENT:** Economic and Community Development

**COUNCIL DISTRICTS IMPACTED:** Citywide

**BACKGROUND INFORMATION:**

The Regional Workforce Education Alliance (RWEA) has evaluated and considered the benefits of a workforce study to provide direction, strategic goals, and further strengthen the workforce education ecosystem in the New Braunfels and Seguin area.

Pflugerville, a neighboring Texas city, recently completed a Comprehensive Workforce Study - in partnership with their Community Development Corporation (CDC). The study, coupled with the City's Economic Development Strategy created a strategic plan focused on strengthening the local economy and transforming community workforce goals into practical actions. The study yielded ten strategic recommendations the City and CDC can work to put into action. A link to the Pflugerville study is here: <https://www.pfdevelopment.com/reports/workforce-study-2025>

Staff will present on this study and discuss the opportunities and potential benefits of a similar study for New Braunfels and Seguin in partnership with Texas State University.

**STRATEGIC PLAN REFERENCE:**

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

**Project Title**

**Mapping Education-to-Workforce Pathways in Comal and Guadalupe Counties:  
An Applied Research Study of Opportunity, Access, and Alignment**

**Proposed by**

**Chris Dayley, PhD – Primary Investigator (PI)**

Professor, English Department

Director, MA in Technical Communication

Texas State University

DRAFT

## I. Executive Summary

Comal and Guadalupe Counties are experiencing rapid population growth and economic expansion alongside significant shifts in labor market demand. Employers across key industries report difficulty finding workers with the right skills, while students and residents often face unclear or fragmented pathways from education and training into stable, well-paying jobs. At the same time, regional education and workforce partners are making substantial investments in programs and initiatives without a shared, evidence-based picture of how well these efforts align with current and emerging workforce needs.

This proposal outlines a regional, applied research study designed to map and analyze education-to-workforce pathways in Comal and Guadalupe Counties. The goal of the study is to provide regional leaders, educators, employers, and workforce organizations with a clear, actionable understanding of where alignment is strong, where gaps persist, and where targeted investments can have the greatest impact.

### **Purpose and Outcomes**

The proposed study will:

- Map existing educational, training, and credentialing opportunities across K–12, higher education, and noncredit workforce programs
- Analyze current and projected workforce demand in targeted industries, including high-demand and middle-skill occupations
- Identify structural, geographic, and access barriers that limit participation for students, workers, and underserved populations
- Deliver region-specific, actionable recommendations to strengthen education-to-workforce alignment and coordination

The final product will be a comprehensive regional workforce study modeled after successful efforts such as the Pflugerville Workforce Study, but tailored specifically to the economic, demographic, and institutional context of Comal and Guadalupe Counties.

### **Research Approach**

The study will use a mixed-methods, applied research approach that integrates quantitative labor market data with qualitative insights from regional stakeholders. Quantitative data will be provided where possible by the Seguin Workforce Development Corporation, the New Braunfels Chamber of Commerce, and public labor market sources. This analysis will examine employment trends, projected growth, wages, skill requirements, and automation or AI risk for priority occupations. An optional employer survey may also be used to capture near-term (12–48 month) workforce needs and hiring challenges.

In parallel, the research team will compile a comprehensive inventory of regional education and training programs, including K–12 CTE offerings, community and technical college pathways, university programs, apprenticeships, certifications, and noncredit workforce training.

Qualitative data will be collected through structured interviews and/or focus groups with employers, education and training providers, and workforce and economic development partners to contextualize quantitative findings and identify opportunities for improved coordination.

The project will be led by the Principal Investigator and supported by a team of graduate student researchers, allowing for cost-effective, rigorous data collection and analysis.

### **Deliverables and Timeline**

Key deliverables include:

- A kickoff and stakeholder engagement plan, including presentations to the RWEA board and partner organizations
- An interim data analysis and findings memo summarizing early insights on workforce demand, education supply, and key gaps
- A final Regional Workforce Study Report featuring clear data visualizations, industry-specific findings, an education-to-workforce alignment analysis, a workforce barrier analysis, and 4–5 strategic priorities with an implementation roadmap
- Presentations and briefings for regional stakeholders, including EDCs, workforce boards, and local governments

The project is designed to be completed over approximately 9–12 months, with flexibility built in to accommodate stakeholder availability and data access.

### **Value to the Region**

This study provides the region with a practical, evidence-based tool to guide decision-making related to education, workforce development, and economic growth. It offers a shared foundation for coordination across sectors, helps ensure that investments are aligned with real workforce demand, and supports strategies that expand opportunity and access for residents.

In addition to its applied value, the project will generate a peer-reviewed scholarly article using aggregated, anonymized data, providing national visibility for the region's collaborative workforce efforts while ensuring that all applied deliverables remain the primary focus.

Taken together, this approach delivers a high-quality, actionable workforce study that is immediately usable by policymakers, educators, employers, and regional partners—and positions Comal and Guadalupe Counties for more coordinated, equitable, and resilient workforce development.

## II. Purpose and Rationale

Comal and Guadalupe Counties are experiencing rapid economic growth alongside shifting labor market demands. As employers, educational institutions, and workforce partners respond to these changes, there is a need for a clear, evidence-based understanding of how educational pathways align with current and emerging job opportunities and where gaps or barriers persist.

This project proposes a regional workforce and education study that will:

- Map existing educational, training, and credentialing opportunities in the two counties
- Analyze current and projected workforce demand in targeted industries
- Identify barriers to access and participation for students, workers, and underserved populations
- Produce actionable, region-specific recommendations for education, workforce, and economic development partners

The proposed study mirrors the scope, rigor, and deliverable style of recent regional workforce reports, including the *Austin Metro Area Master Community Workforce Plan* and the *Pflugerville Workforce Study*, while being tailored specifically to Comal and Guadalupe Counties.

## III. Research Approach and Methodology

This project will use a mixed-methods, applied research design that integrates quantitative labor market data with qualitative stakeholder insights. A research team, including the PI and a group of 4-6 graduate student researchers, will conduct data collection and analysis.

### A. Data Collection

#### 1. Quantitative Data Collection

- Quantitative data will be provided by the Seguin Workforce Development Corporation and the New Braunfels Chamber of Commerce, where possible. This may include:
  - Labor market data analysis (employment trends, projected growth, wages, skill requirements)
  - Identification of high-demand, middle-skill, and emerging occupations, consistent with the targeted industries outlined in the regional Scope of Work
  - Review of automation and AI risk for key occupations
  - Geographic and demographic analysis (by county, city, and zip code where possible)
- Additional quantitative data may be included in the study through an optional employer survey focused on 12–48 month workforce needs, hiring challenges, and skill gaps

## 2. Secondary Data Collection

- Secondary, document-based data collection will include a comprehensive inventory of:
  - K–12 CTE programs
  - Community college and technical college programs
  - University pathways
  - Apprenticeships, certifications, and non-credit workforce training

## 3. Qualitative Data Collection

- Qualitative data will be collected through structured interviews and/or focus groups with local stakeholders, including:
  - Employers in targeted industries
  - Education and training providers
  - Workforce and economic development partners
- Interviews will be conducted by the PI and student researchers.
- Interview appointments will be arranged using established relationships between Seguin and New Braunfels workforce development offices, chambers of commerce, and local industry leaders.
- The PI will be responsible for scheduling interviews between graduate student research assistants and local stakeholders.

## **B. Data Analysis**

### 1. Quantitative Analysis

- Analyze labor market data provided by the Seguin Workforce Development Corporation, the New Braunfels Chamber of Commerce, and public sources using descriptive and comparative methods.
- Identify high-demand, middle-skill, and emerging occupations aligned with targeted industries in the regional Scope of Work.
- Assess wages, projected growth, skill requirements, and automation/AI risk for key occupations.
- Conduct a gap and alignment analysis comparing employer demand indicators with the current supply of education and training programs.
- Examine workforce barriers (e.g., childcare, transportation, housing affordability, participation gaps) using geographic and demographic analysis at the county, city, and zip code levels where available.
- If implemented, analyze employer survey data descriptively to identify 12–48 month workforce needs, hiring challenges, and perceived skill gaps.

## 2. Secondary Data Analysis

- Compile and categorize a comprehensive inventory of regional education and training programs, including:
  - K–12 CTE programs
  - Community and technical college pathways
  - University programs
  - Apprenticeships, certifications, and non-credit workforce training
- Classify programs by industry sector, credential type, and skill focus.
- Compare training supply to labor market demand to identify gaps, redundancies, and alignment opportunities.

## 3. Qualitative Data Analysis

- Analyze interview and/or focus group data using thematic analysis.
- Code data to identify themes related to:
  - Workforce and skill needs
  - Training capacity and alignment
  - Structural and access barriers
  - Opportunities for improved coordination between industry and education
- Use qualitative findings to contextualize and validate quantitative and secondary data results.

## 4. Integrated Findings

- Synthesize quantitative, secondary, and qualitative findings to produce a regional workforce gap and alignment assessment.
- Identify priority occupations, critical skill gaps, key barriers to participation, and opportunities for strategic investments in the workforce and education.

# IV. Key Deliverables

## A. Kickoff & Stakeholder Engagement Plan

- Present the project proposal to the RWEA board
- Pending RWEA board approval, present the project proposal to various city councils and boards as needed.

## B. Data Analysis and Findings Memo

- Provide an interim summary of workforce demand, education supply, and key gaps after the initial data collection and analysis.

## C. Final Regional Workforce Study Report

Modeled after the structure and accessibility of the Pflugerville Workforce Study, including:

- Executive summary

- Data visualizations and tables
- Industry-specific findings
- Education-to-workforce alignment analysis
- Workforce barrier analysis
- 4–5 strategic priorities with actionable recommendations
- Implementation Roadmap
  - Short-, medium-, and long-term actions
  - Clear roles for regional partners

#### **D. Presentation to Regional Stakeholders**

- Briefing for EDCs, RWEA, and partner organizations

### **V. Research Ethics and Scholarly Component**

In addition to the applied deliverables, this project will generate a peer-reviewed research article examining regional workforce alignment, cross-sector collaboration, and education-to-employment pathways.

Key commitments:

- Any scholarly publication will use aggregated, anonymized data
- Drafts and findings intended for publication can be shared with partners in advance
- The research will reflect positively on regional collaboration and innovation

This dual-purpose model allows the counties to benefit from:

- A high-quality applied study
- National visibility through academic dissemination of regional best practices

### **VI. Value to the Region**

This approach offers several advantages:

- Cost-effective expertise grounded in workforce research and technical communication
- A researcher who understands how reports are read, used, and implemented
- Strong alignment with regional goals for education, workforce development, and economic resilience
- Deliverables that are immediately usable by policymakers, educators, and employers

### **VII. Timeline**

The proposed research aligns well with the phased timeline already outlined in the Scope of Work, with active research and reporting occurring over approximately 9–12 months, depending on participant and stakeholder availability.

### **Phase 1: Project Initiation & Alignment (Month 1)**

#### Key Activities

- Formal project kickoff with RWEA
- Presentation of proposal to RWEA board
- Identification of key stakeholders and partners
- Finalize research scope, target industries, and data-sharing agreements
- Recruit and onboard 4–6 graduate student researchers
- Develop interview protocols, survey instruments (if applicable), and data management plan

#### Deliverables

- Kickoff & Stakeholder Engagement Plan
- Finalized research instruments and workflow

### **Phase 2: Secondary Data Inventory & Quantitative Data Acquisition (Months 2–3)**

#### Key Activities

- Collect and clean quantitative labor market data from:
  - Seguin Workforce Development Corporation
  - New Braunfels Chamber of Commerce
  - Public labor market sources
- Compile a comprehensive inventory of:
  - K–12 CTE programs
  - Community/technical college programs
  - University pathways
  - Apprenticeships, certifications, and non-credit training
- Design and distribute employer survey (if implemented)

#### Deliverables

- Preliminary education & training inventory
- Initial labor market dataset prepared for analysis

### **Phase 3: Quantitative & Secondary Data Analysis (Months 4–5)**

#### Key Activities

- Analyze labor market trends, projected growth, wages, and skill requirements
- Identify high-demand, middle-skill, and emerging occupations

- Assess automation and AI risk for priority occupations
- Conduct gap and alignment analysis between workforce demand and education supply
- Analyze geographic and demographic access indicators
- Analyze employer survey data (if applicable)

#### Deliverables

- Data Analysis and Findings Memo (interim report)
- Initial visualizations and tables for stakeholder review

### **Phase 4: Qualitative Data Collection (Months 5–6)**

#### Key Activities

- Schedule and conduct stakeholder interviews and/or focus groups:
  - Employers
  - Education and training providers
  - Workforce and economic development partners
- Transcribe and organize qualitative data
- Ongoing coordination with regional partners to ensure balanced representation

#### Deliverables

- Completed interview and/or focus group dataset
- Summary memo of emerging qualitative themes (internal)

### **Phase 5: Integrated Analysis & Synthesis (Months 7–8)**

#### Key Activities

- Conduct a thematic analysis of qualitative data
- Integrate quantitative, secondary, and qualitative findings
- Identify:
  - Priority occupations
  - Critical skill gaps
  - Structural and access barriers
  - Opportunities for improved regional coordination
- Draft strategic priorities and implementation options

#### Deliverables

- Integrated findings framework
- Draft strategic priorities and recommendations

## **Phase 6: Report Writing & Visualization (Months 9–10)**

### Key Activities

- Draft final Regional Workforce Study Report, including:
  - Executive summary
  - Industry-specific findings
  - Education-to-workforce alignment analysis
  - Workforce barrier analysis
  - 4–5 strategic priorities
  - Implementation roadmap (short-, medium-, long-term)
- Develop accessible data visualizations and tables
- Internal review and revision with partners as appropriate

### Deliverables

- Draft of final Regional Workforce Study Report

## **Phase 7: Finalization & Dissemination (Months 11–12)**

### Key Activities

- Final revisions and report production
- Present findings to:
  - RWEA
  - EDCs
  - City councils and partner organizations
- Develop presentation deck and briefing materials
- Identify opportunities for scholarly publication and dissemination

### Deliverables

- Final Regional Workforce Study Report
- Presentation to Regional Stakeholders
- Conference paper and/or journal article draft (scholarly component)

<b>Phase</b>	<b>Timeframe</b>	<b>Focus</b>	<b>Key Outputs</b>
<b>Phase 1: Project Initiation &amp; Alignment</b>	Month 1	Project setup, governance, and scope alignment	Kickoff & Stakeholder Engagement Plan; finalized research instruments
<b>Phase 2: Secondary Data Inventory &amp; Quantitative Data Acquisition</b>	Months 2–3	Data collection and program inventory	Education & training inventory; cleaned labor market datasets
<b>Phase 3: Quantitative &amp; Secondary Data Analysis</b>	Months 4–5	Workforce demand and alignment analysis	Interim Data Analysis & Findings Memo; draft visualizations
<b>Phase 4: Qualitative Data Collection</b>	Months 5–6	Stakeholder interviews and focus groups	Completed interview/focus group dataset; internal themes summary
<b>Phase 5: Integrated Analysis &amp; Synthesis</b>	Months 7–8	Cross-method synthesis and prioritization	Integrated findings framework; draft strategic priorities
<b>Phase 6: Report Writing &amp; Visualization</b>	Months 9–10	Report drafting and design	Draft Final Regional Workforce Study Report
<b>Phase 7: Finalization &amp; Dissemination</b>	Months 11–12	Review, presentation, and dissemination	Final report; stakeholder briefings; scholarly article draft

**2/19/2026**

Agenda Item No. B)

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**PRESENTER:**

Brenadette Faust, Capital Projects Manager, Transportation and Construction Services

**SUBJECT:**

Presentation and update on the Northwest Park Master Plan Project

**DEPARTMENT:**

Transportation and Construction Services

**COUNCIL DISTRICTS IMPACTED:** 4

**BACKGROUND INFORMATION:**

In February 2024, the NBEDC approved a project expenditure of \$8 million for the purchase of 130 acres in northwest New Braunfels to be used for future park space within the New Braunfels Parks System. City Council approved the project expenditure on February 12, 2024. The 2017 Parks and Recreation Master Plan supported acquisition of additional parkland to maintain and grow level of service and parkland targets. The site's mix of developable acreage and wooded land supports both active recreation and trail/conservation potential, aligning with the systemwide need to expand capacity and amenities as New Braunfels grows.

This presentation will provide an update on recent master planning efforts and next steps for the property.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

There is no fiscal impact for this presentation.

**2/19/2026**

Agenda Item No. C)

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**PRESENTER:**

Jordan Matney, Deputy City Manager

**SUBJECT:**

Presentation and possible action to approve the proposed NBEDC Strategic Planning priorities

**DEPARTMENT:** Economic & Community Development

**COUNCIL DISTRICTS IMPACTED:** Citywide

**BACKGROUND INFORMATION:**

At the August 14, 2025 NBEDC Meeting, staff presented a plan to hold a strategic planning workshop to help the Board gain consensus, prioritize project funding, connect objectives from Confluence and the City's Strategic Plan, and establish NBEDC strategic priorities and goals. The purpose of the planning sessions was to align board members on a strategic approach to NBEDC-supported capital investments in New Braunfels that align with the city's strategic and comprehensive plans as well as Confluence, the community's economic development strategy.

The Strategic Planning workshop took place at Honors Hall on November 3, 2025 and meeting participants completed activities, discussions, and brainstorms related to priority categories for upcoming projects.

Staff will present on the four Strategic Planning priorities included in the Strategic Planning Outcomes Report. The priorities represent a diversified NBEDC investment strategy across four categories: workforce support, planning and infrastructure, placemaking and business recruitment and retention. The projects are intended to guide future projects and initiatives.

**ISSUE:**

The final Strategic Planning Outcomes Report contains four strategic priorities - staff is requesting formal action to approve these priorities.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

There is no fiscal impact for adopting strategic planning priorities

**RECOMMENDATION:**

Staff recommends the NBEDC approve the proposed strategic planning and investment priorities.



NEW BRAUNFELS  
ECONOMIC DEVELOPMENT CORPORATION

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# Retreat Outcomes Report



Submitted By:

**Berry, Dunn, McNeil & Parker, LLC**

2211 Congress Street, Portland, ME 04102

207.541.2200

Submitted On:

January 9, 2026

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# 1.0 INTRODUCTION

This section describes the project background and key project activities.

## 1.1 PROJECT BACKGROUND

The City of New Braunfels (City) retained Berry, Dunn, McNeil & Parker, LLC (BerryDunn) to facilitate the New Braunfels Economic Development Corporation (NBEDC) Board Retreat and help develop priorities for NBEDC. BerryDunn developed an environmental scan, facilitated the retreat, and developed this report in collaboration with the NBEDC to help guide future decision-making.

## 1.2 PROJECT TASKS

The project included the three phases outlined in Table 1.2. The environmental scan can be found in Appendix A.

Table 1.2: Project Tasks

Key Project Tasks		
Phase	Activity	Description
Phase 1	<b>Project Work Plan and Schedule</b>	In July 2025, BerryDunn facilitated an initial planning meeting between BerryDunn’s team and the City to confirm project goals, objectives, and expectations. BerryDunn prepared an initial data request to gain a detailed understanding of NBEDC’s recent accomplishments, future funding opportunities, and relevant studies.
Phase 2	<b>Environmental Scan and Retreat Design</b>	BerryDunn conducted virtual interviews with NBEDC board members, key elected officials, and staff. The BerryDunn team also worked with the City Project Management Team (PMT) to develop an environmental scan that outlined best practices for economic development investment. Finally, the BerryDunn team worked collaboratively with the City PMT to design the prioritization retreat.
Phase 3	<b>Retreat and Outcomes Report</b>	BerryDunn facilitated a retreat session with the NBEDC board to identify strategic priorities aligned with the vision statements guiding the board. The retreat also identified the general types of projects that the board is interested in supporting. The BerryDunn team then worked with the City PMT to identify specific funding priorities to incorporate into the Retreat Outcomes Report for further refinement by the NBEDC board.

# 2.0 STRATEGIC PRIORITIES AND ASSOCIATED FUNDING

The following strategic priorities and goal statements were identified as a part of the retreat facilitation process.



## WORKFORCE SUPPORT

Expand and align talent pipelines for target industries by increasing skills attainment, improving career pathways, and strengthening supportive infrastructure, including housing and child care, to foster a robust and attractive talent ecosystem.



## PLANNING AND INFRASTRUCTURE

Make thoughtful and strategic investments in capital planning processes as well as infrastructure development in areas including transportation, drainage, public spaces, and trails to create an attractive environment for business growth and development and talent acquisition.



## ENHANCING SENSE OF PLACE

Strengthen quality of place by advancing investments that preserve New Braunfels' character and improve downtown amenities, create unique outdoor spaces, and support catalytic projects for the community.



## BUSINESS RECRUITMENT AND RETENTION

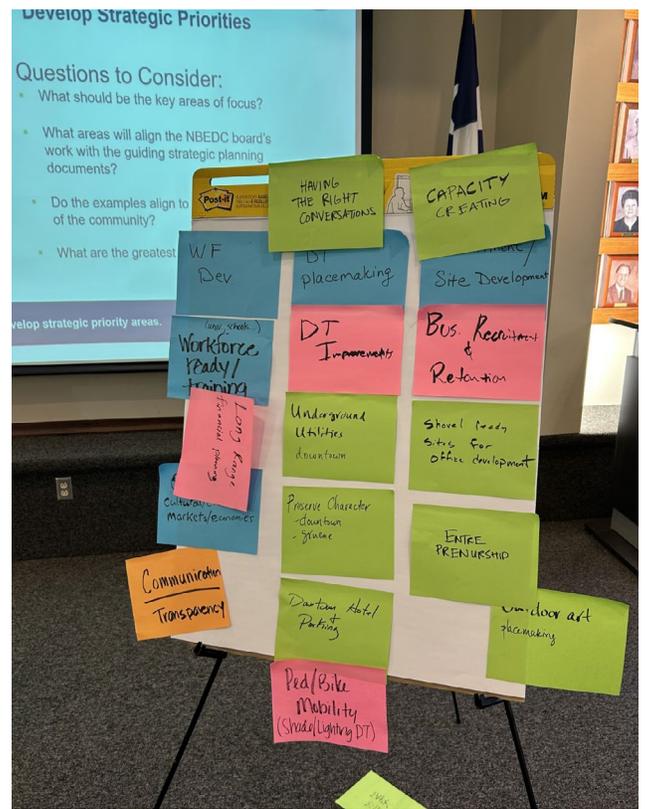
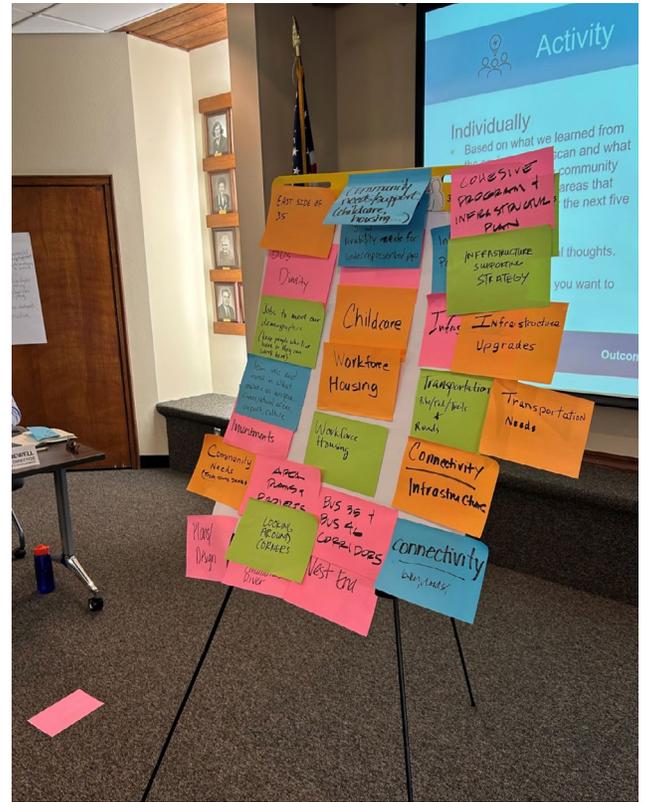
Grow a diverse, high-value economy by proactively attracting target industries, supporting new and existing businesses, and enabling business expansion through capital access, innovation, and market development.

Further, the NBEDC board discussed funding opportunities or projects that would support their desired priority areas. Concepts included the following:

- ▶ Investing in current infrastructure and community amenities that would benefit from new investment and improvements such as Landa Park, Landa Haus, and the spring-fed pool.
- ▶ Funding to help advance necessary infrastructure improvements, including site readiness, riverfront master planning, streets and utility design master plan, and the Comal River parks master plan.
- ▶ Matching funds to advance MPO-eligible projects such as the San Antonio/Spur Roadway Improvement project.
- ▶ Funding the continued build-out of the City's trail network to include land acquisition, design, and construction.
- ▶ Focusing on placemaking investments in Gruene to include pedestrian enhancements.
- ▶ Providing continued support for catalytic projects to help enhance the downtown area while preserving the City's unique character and charm.
- ▶ Supporting work that creates a long-term capital planning and funding strategy that would identify needs and maximize the planned use of funding sources strategically to increase overall collective impact.
- ▶ Providing funding for placemaking downtown and in other areas of the community, including increased tree plantings and final design work for Castell Avenue.
- ▶ Providing appropriate design and matching funds for continued improvements of the City's sidewalk network to enhance placemaking and infrastructure.
- ▶ Exploring enhanced support for entrepreneurship.
- ▶ Identifying funding and a strategic approach to partner with developers for workforce housing.
- ▶ Continuing to invest in the New Braunfels National Airport.
- ▶ Identifying opportunities to help increase the availability of high-quality child care to support the workforce.
- ▶ Encouraging and supporting programs that help provide a highly skilled and trained workforce.

# 3.0 RECOMMENDED PROJECTS AND INITIATIVES BY PRIORITY

In considering strategic priorities, the projects identified in Table 3.0 are recommended for consideration and incorporation into an annual work plan. These projects will advance the NBEDC's priorities while also providing clarity to staff and the community about where the NBEDC intends to focus its resources to advance the overall economic and business environment for New Braunfels.



# RECOMMENDED PROJECTS – BY STRATEGIC PRIORITY & PROJECT STAGE

## 1. WORKFORCE SUPPORT

Expand and align talent pipelines for target industries by increasing skills attainment, improving career pathways, and strengthening supportive infrastructure, including housing and childcare, to foster a robust and attractive talent ecosystem.

	PRELIMINARY STAGE	MID-STAGE	FINAL STAGE
Project Name	Research Feasibility, & Planning	Final Design	Construction & Implementation
TxFAME Scholarships	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Infrastructure for Co-Working Space/ Entrepreneurship Hub	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Phase 2 of TSTC + NLC at Central Texas Technology Center	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Infrastructure/support for Childcare expansion efforts	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Workforce Study in partnership with Seguin EDC (RWEA effort)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>



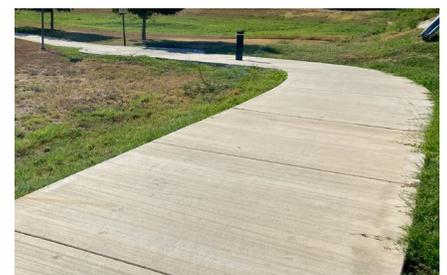
## 2. PLANNING AND INFRASTRUCTURE

Make thoughtful and strategic investments in capital planning processes as well as infrastructure development in areas including transportation, drainage, public spaces, and trails to create an attractive environment for business growth and development and talent acquisition.

	PRELIMINARY STAGE	MID-STAGE	FINAL STAGE
Project Name	Research Feasibility, & Planning	Final Design	Construction & Implementation
Downtown Parking Structure	✓	○	○
Union Pacific Relocation	✓	○	○
Rivermill Project Infrastructure	✓	○	○
2028 AAMPO Citywide Pedestrian Project	✓	○	○
AAMPO Gruene Pedestrian Improvements	✓	○	○
South Castell Avenue Corridor	✓	○	○
Streets & Utility Design Master Plan	✓	○	○
San Antonio & Spur Streets Corridor	✓	○	○
FM306 bridge for Pedestrian/ Bicycles – connects Waterway Ln. with Goodwin Ln. (90/10)	✓	✓	○
2026 AAMPO Citywide Pedestrian Project	✓	✓	○

### 3.0 RECOMMENDED PROJECTS AND INITIATIVES BY PRIORITY

	PRELIMINARY STAGE	MID-STAGE	FINAL STAGE
Project Name	Research Feasibility, & Planning	Final Design	Construction & Implementation
Airport Infrastructure	✓	○	○
Water Way Lane Trail Connector	✓	✓	○ Est. 2027/28
Downtown ROW Enhancements	✓	✓	○
Dry Comal Creek Trail - Segment 1	✓	✓	○



### 3. ENHANCING SENSE OF PLACE

Strengthen quality of place by advancing investments that preserve New Braunfels’ character and improve downtown amenities, create outdoor spaces, and support catalytic projects for the community.

	PRELIMINARY STAGE	MID-STAGE	FINAL STAGE
Project Name	Research Feasibility, & Planning	Final Design	Construction & Implementation
Spring-fed Pool & Landa Haus	○	○	○
Comal River Masterplan	○	○	○
Dittlinger Mill Project	○	○	○
Downtown Placemaking Initiatives	✓	○	○
HEB Soccer Fields/Camp Comal Athletic Fields	✓	○	○
Zink Street Gateway Intersection	✓	○	○



## 4. BUSINESS RECRUITMENT AND RETENTION

Grow a diverse, high-value economy by proactively attracting target industries, supporting new and existing businesses, and enabling business expansion through capital access, innovation, and market development.

	PRELIMINARY STAGE	MID-STAGE	FINAL STAGE
Project Name	Research Feasibility, & Planning	Final Design	Construction & Implementation
Airport Loan Forgiveness	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Targeted Incentive Plan for Rivermill and West End	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Industrial Site Readiness Plan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Entrepreneurship Gener8tor and Accelerator Project	<input checked="" type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Continued support for Business Expansion and Relocations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="radio"/>



# APPENDIX A – PROJECT NARRATIVES



# 1. WORKFORCE SUPPORT

## **TxFAME Scholarships**

TxFAME expands a pipeline of high-skill manufacturing talent by lowering the financial barriers for willing businesses to upskill selected employees in the FAME program. Strengthening this program supports local industry needs, improves job placement, and enhances New Braunfels' competitiveness for recruitment and expansion.

## **Infrastructure for Co-Working Space/ Entrepreneurship Hub**

A dedicated entrepreneurship hub provides the physical and programmatic infrastructure needed for startups, remote workers, and small businesses to thrive. By supporting innovation and reducing barriers to entry, this project fuels job creation, diversifies the economy, and strengthens the City's entrepreneurial ecosystem.

## **Phase 2 of TSTC + NLC at Central Texas Technology Center**

Expanding workforce training capacity at CTTC directly aligns the local talent pipeline with employer demand in high-growth sectors. Increasing access to technical education enhances labor force readiness and supports long-term business attraction and retention.

## **Infrastructure/support for Childcare expansion efforts**

Expanding childcare availability removes a major constraint on workforce participation, particularly for working parents and lower-income households. This investment enables employers to retain talent and improves economic mobility citywide.

## **Workforce Study in partnership with Seguin EDC (RWEA effort)**

This study provides a data-driven understanding of regional labor trends, skills gaps, and workforce challenges. The findings guide coordinated policy interventions that strengthen talent pipelines and support employer needs across the regional economy.

## 2. PLANNING AND INFRASTRUCTURE

### Downtown Parking Structure

A structured parking facility supports continued downtown growth by increasing capacity for workers, visitors, and future development. This project unlocks higher-value land uses, supports local businesses, and sustains downtown as an economic engine.

### Union Pacific Relocation

The City entered a MOU with Union Pacific Railroad to purchase the downtown New Braunfels site and agreed to reimburse certain work to include the design and construction of a new office building and other facilities, as necessary. Design and acquisition funding has been approved and the next requisite approval would be for construction funding of the facility.

### Rivermill Project Infrastructure

Infrastructure tied to the Rivermill site supports the redevelopment of a strategically located catalytic property. Advancing this project drives reinvestment, increases tax base growth, and strengthens the City's attractiveness to employers and visitors.

### 2028/2026 – AAMPO Citywide Pedestrian Project

Matching funds for federally supported pedestrian improvements leverage outside dollars to enhance walkability and safety. Improved non-vehicle mobility boosts retail activity, supports tourism, and strengthens workforce access to jobs.

This project will go to construction in 2026 and needs construction match funding.

### AAMPO Gruene Pedestrian Improvements

Matching funds for federally supported pedestrian improvements leverage outside dollars to enhance walkability and safety. Improved non-vehicle mobility boosts retail activity, supports tourism, and strengthens workforce access to jobs.

Helping to ensure high-quality pedestrian infrastructure in the Gruene area supports one of New Braunfels' signature tourism districts. Enhanced mobility and visitor experience translate directly into higher spending and local business success.

### South Castell Avenue Corridor

Designing South Castell positions the corridor for future reinvestment, improved circulation, and redevelopment. Modernizing this major spine enhances downtown access and supports adjacent economic activity.

### Streets and Utility Design Master Plan

Unified design standards help ensure consistent quality, aesthetics, and utility readiness across downtown. This reduces development uncertainty and supports more coordinated, high-quality investment.

### San Antonio & Spur Streets Corridor (West End)

Upgrading key connectors enhances multimodal mobility and strengthens redevelopment opportunities. These improvements support business access, placemaking, and corridor revitalization.

## FM306 bridge for Pedestrian/Bicycles

This project would construct a pedestrian/bike bridge over FM306 to connect with the existing trail network around Goodwin Lane. It also would provide a key connection between a planned trail project at Waterway Lane from Old FM306 to Gruene Road. The planned Waterway Lane trail has received preliminary funding support from the AAMPO and is proceeding forward with final design.

## Airport Infrastructure

The airport is an enterprise fund, meaning that it does not receive general property or sales tax revenue support. Revenues generated at the airport through the leasing of land and the provision of goods and services are the primary revenue sources. Significant and ongoing capital needs in infrastructure and expanded facilities to meet ongoing and growing demand outpacing the airport's ability to self-sustain and fund those needed investments. As such, investments in airport infrastructure strengthen the City's logistics, business aviation, and corporate connectivity advantage. Enhancing airfield readiness positions BAZ as a regional economic catalyst and supports business expansion. In 2019 the city adopted an airport master plan to identify long-term infrastructure and facility investments to position the airport as the premier corporate and business aviation center in the San Antonio-Austin corridor. Many of the projects identified in the master plan - a new air traffic control tower, terminal and FBO facility, new corporate taxiways and aprons, and stormwater and drainage infrastructure

construction - have had feasibility studies and planning undertaken since plan adoption. Upcoming potential projects include final design or matching funds for construction of the infrastructure and facility improvements identified in the master plan.

## Water Way Lane Trail Connector

The City initially completed a preliminary design for an extension of Waterway Lane as a roadway and presented it at a public meeting in August 2021. However, input from the public during that meeting strongly opposed the development of a roadway segment. Based on that feedback, the City reviewed other options for implementing alternative transportation solutions and worked with consultants to develop a conceptual design for a hike and bike trail from Gruene Road to Old FM 306.

## Downtown ROW Enhancements

Upgrading downtown right-of-way improves aesthetics, accessibility, and support for businesses. The Downtown Right-of-Way Enhancements project strengthens the economic productivity of downtown by repairing the broken sidewalk network, closing pedestrian gaps, adding wayfinding, lighting, trees, ADA-compliant crossings, and creating a more coherent and inviting environment for commerce. As documented in the Project Plan, walkability has been repeatedly identified in prior plans—including the 2010 Downtown Plan, Envision New Braunfels, and the AAMPO Walkability Report—as a critical success factor for downtown vitality, retail performance, and business investment. The enhancements

reduce friction for residents and visitors, increase dwell time, and improve business visibility, directly supporting the district’s role as the economic and cultural heart of New Braunfels.

Phase 1 - Academy, Market, and Mill Streets – advances shovel-ready plans for targeted street reconstructions that modernize mobility, integrate pedestrian improvements, and prepare corridors for reinvestment. The engineering scope includes roadway reconstruction, ADA upgrades, traffic signal improvements, drainage modifications, and aesthetic elements—all of which enhance safety, visibility, and mobility while addressing aging infrastructure that constrains economic activity. The project’s deliberate coordination with utilities, drainage, and existing/planned development ensures that downtown remains competitive for mixed-use, tourism, and business growth by delivering predictable, high-quality infrastructure.

### **Dry Comal Creek Trail – Segment 1**

Trail construction supports many economic and community development goals in New Braunfels. As a community defined by rivers, outdoor recreation, and quality of life, trails reinforce the attributes that attract residents, visitors, and talent to the city. They support economic development by enhancing quality of place. Trails increase property values, stimulate reinvestment along corridors, and make adjacent areas more attractive for housing, retail, and mixed-use development. They improve workforce attraction and retention because access to safe, connected

outdoor recreation is a key factor for families, young professionals, and employers deciding where to locate or remain.

Trails also function as mobility infrastructure. In a growing city, trails provide alternative transportation options that connect neighborhoods to schools, parks, downtown, and employment centers.

The NBEDC supported final design of segment 1 of the Dry Comal Creek Trail and the MPO is planning to let the project for construction in the spring of 2026. The MPO will provide 80% of construction costs but the City needs to identify the 20% match to complete the project.

## 3. ENHANCING SENSE OF PLACE

### Spring-fed Pool & Landa Haus

Enhancing these iconic amenities preserves the City’s unique character while boosting tourism and local recreation. Strong cultural and recreational assets deepen talent attraction and reinforce New Braunfels’ competitive identity.

### Comal River Masterplan

A coordinated plan for the river corridor guides sustainable recreation, safety, infrastructure, and stewardship of natural resources and begins to unlock the question of how the river can enhance economic development competitiveness. This enhances one of the region’s most significant tourism and placemaking assets.

### Dittlinger Mill Project

Infrastructure tied to the Dittlinger Mill site supports the redevelopment of a strategically located catalytic property. Advancing this project drives reinvestment, increases tax base growth, and strengthens the City’s attractiveness to employers and visitors. The project is complicated by the presence of flooding conditions and previously identified investments in river and recreation infrastructure.

### Downtown Placemaking Initiatives

Tactical and strategic placemaking efforts activate public spaces, support downtown businesses, increase dwell time, and strengthen community identity. Enhanced vibrancy makes the district more attractive for private investment.

### HEB Soccer Fields/Camp Comal Athletic Fields

Investing in high-quality recreational facilities enhances youth sports, tourism, and quality of life. These assets draw regional visitors and support family-friendly economic activity. The improvement of HEB and Camp Comal fields were key action steps after the completion of the sports complex in the NBEDC’s athletic fields master plan study from 2016.

### Zink Street Gateway Intersection

The project reconfigures Zink, Bridge, and Seguin into a roundabout (traffic circle). Traffic circles function as placemaking tools and community gateways by slowing traffic, creating aesthetic focal points with landscaping or art, improving pedestrian/cyclist safety, and establishing distinct entry points for neighborhoods or business districts, transforming intersections from mere crossings into community assets that encourage slower speeds, local identity, and enhanced public space. This supports reinvestment, improves traffic flow, and enhances the district’s economic vitality.

## 4. BUSINESS RECRUITMENT AND RETENTION

### Airport Loan Forgiveness

The NBEDC paid for the extension of the corporate taxiway in 2016. Since that investment, four corporate hangars have been constructed. The NBEDC provided half the funds as a grant and the other half (\$1.2M) as a 10-year amortizing loan to the airport. The airport has been making that \$129,000 annual payment for the last three years. This action would forgive the remaining loan balance and free up \$129,000 in annual debt service commitments for the airport to make investments in other projects.

### Targeted Incentive Plan for Rivermill and West End

Strategic incentives for these redevelopment areas help overcome financial barriers and accelerate private investment. Unlocking catalytic sites expands the tax base, supports housing and mixed-use development, and strengthens economic mobility. Continued stakeholder engagement in the West End indicates a desire to grow the area into its own unique district.

### Industrial Site Readiness Plan

Preparing industrial sites in advance reduces risk for prospective employers and accelerates the recruitment timeline. Identifying needed infrastructure investments, as well as deficits, prepares the NBEDC and prospective private investors to move with greater certainty to completing those investments. Ready-to-build sites are a top factor in corporate decision-making and make New Braunfels more competitive.

### Entrepreneurship Gener8tor and Accelerator Project

Hosting a gener8tor partner program enhances a city's reputation as innovation-oriented and business friendly. For New Braunfels, this would support strategic goals related to innovation, workforce development, and industry diversification by signaling to investors, startups, and talent that the City supports entrepreneurial growth. A gener8tor-style accelerator in New Braunfels would give early-stage founders structured support, mentorship, and investor readiness training that is not easily accessible through generic business workshops or existing systems in the community. This would directly build entrepreneurial capacity and help founders move from concept to scalable business. Programs like the ones offered at gener8tor help keep local talent engaged in the community rather than moving to larger startup hubs and by providing entrepreneurial resources locally, New Braunfels can retain more creative and technical talent in its economy, fostering a self-reinforcing innovation ecosystem.

### Continued support for Business Expansion and Relocations

Ongoing support ensures that existing employers remain competitive and that new firms see New Braunfels as a stable and proactive partner. Retention and expansion efforts generate most net new jobs and safeguard long-term fiscal health.

# APPENDIX B – ENVIRONMENTAL SCAN AND RETREAT POWERPOINT PRESENTATION





New Braunfels Economic  
Development Corporation  
Retreat  
November 3, 2025



## Agenda

- Review Environmental Scan
- Identify Strategic Priorities
- Define Strategic Goals
- Prioritize Projects and Initiatives



## Environmental Scan



## Guiding Strategic Plans



## Strategic Framework

Each core vision has its own objectives:

- **Balance jobs, housing, and infrastructure** so residents can live and thrive in a complete community
- **Create and compete for quality jobs** aligned with local skills
- **Bring jobs closer to people** through intentional land use, redevelopment, and mobility improvements

strategic framework



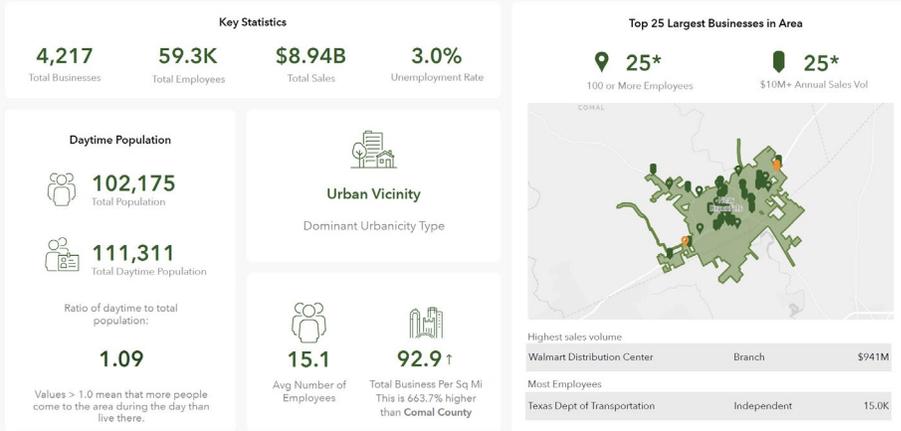
## Community Data

### Business Key Facts

New Braunfels City, TX | Geography: Place



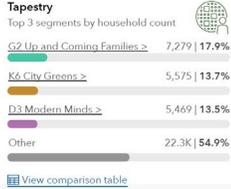
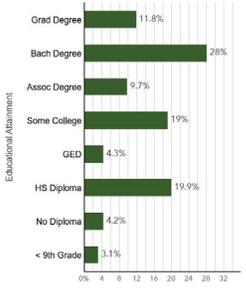
This infographic features record-level business information. It is best suited for smaller area analysis such as census tracts, neighborhoods, and smaller zip codes.



Source: This infographic contains data provided by Esri Data Asle (2023), Esri (2023). Note: business sales volumes and employee counts are estimates provided by Data Asle. \* Indicates the number of locations has reached the maximum.

# Community Data

Business Key Facts | New Braunfels City, TX | Geography: Place



### Businesses Per 1,000 Population

Business Categories	New Braunfels...	States Texas	United States of America
Restaurants	3.37	2.58	2.45
Health Care & Social Assistance	5.31	3.34	3.76
Retail	5.74	4.41	4.59
Manufacturing	1.10	1.13	1.32
Finance & Insurance	2.19	1.86	1.79
Professional & Tech Services	3.16	3.32	3.60

### G2 Up-and-Coming Families

Married Couples, Single Family

**Households** ■■■■■

**Diversity** ■■■■■

**Age** ■■■■■

**Income** ■■■■■

- Frequently use coupons
- Visit movies, zoos, theme parks
- Use smart home devices and systems
- Have mortgages, credit card balances

### K6 City Greens

Married Couples, Singles Living Alone, Single Family

**Households** ■■■■■

**Diversity** ■■■■■

**Age** ■■■■■

**Income** ■■■■■

- Tend to bank and shop online
- Regularly build retirement savings
- Listen to public radio, online news
- Tend to spend time outside

### D3 Modern Minds

Married Couples, Singles Living Alone, Multi-Units, Single Family

**Households** ■■■■■

**Diversity** ■■■■■

**Age** ■■■■■

**Income** ■■■■■

- Tend to shop online
- Spend on clothing, travel, dining
- Stay connected using social media
- Often opt for active vacations

Source: This infographic contains data provided by Esri-Data Axle (2025), Esri (2025). Note: Business sales volumes and employee counts are estimates provided by Data Axle. \* Indicates the number of locations has reached the maximum.

# Recent Investments

## FY23 Expenditures

Grant to Texas State Technical College for Equipment to support TxFAME program	\$1,000,000
Last Tuber's Exit - final design (CIP)	\$161,812
Landa Lake Dam Repair - engineering & design (CIP)	\$215,000
Castell Avenue Drainage: Phase 1 - Coll Street Improvements - final design (CIP)	\$649,500
Citywide Pedestrian Improvements Phase - final design (CIP)	\$260,007
Downtown ROW Enhancements Phase 1 - final design (CIP)	\$474,920
Dry Comal Creek Trail Segments 2&3 - feasibility studies (CIP)	\$485,584
Zipp Sports Complex Construction (CIP)	\$3,500,000
Kohlenberg Road - final design (CIP + Business Support)	\$1,308,404
PSA with EPS - feasibility of Gruene 16 property (possible business development effort)	\$89,160
Airport North Ramp - construction match with TxDOT	\$600,000
Last Tuber's Exit - final design (CIP)	\$161,812



## Recent Investments

### FY24 Expenditures

Annual Contract with SPARK Small Business Center	\$250,000
Alligator Creek Trail West - Construction (CIP)	\$2,000,000
130 Acres of Parkland Acquisition	\$8,000,000
Grant to New Braunfels Youth Collaborative - support gym renovations	\$1,501,742
Castell Avenue Drainage: Phase 1 - Coll Street - construction (CIP)	\$7,200,000
Common Street Pedestrian Improvements - construction (CIP)	\$700,000
Last Tuber's Exit - construction (CIP)	\$1,200,000
Landa Lake Dam Repair - construction (CIP)	\$1,000,000
Citywide Pedestrian Improvements Package 2 - construction (CIP)	\$1,300,000
NBU HQ Purchase for future development opportunity	\$4,550,000
Add-on for Phase 2 to PSA with EPS for Gruene 16 property	\$45,000
Incentive to 210 S. Castell - CoOp Marketplace Project	\$4,500,000
AAMPO Citywide Pedestrian Project - final design	\$200,000



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## Recent Investments

### FY25 Expenditures

Annual Contract with SPARK Small Business Center	\$250,000
Downtown ROW Enhancements (landscaping, UGU, Ped Lighting) - additional final design	\$200,000
Citywide Pedestrian Improvements Phase 2 - final design (CIP)	\$90,000
Kohlenberg Road Intersection Improvements - design & construction (CIP & Business Support)	\$1,500,000
Additional Grant funds to Headwaters at the Comal Project	\$2,300,000
Escrow & Due Diligence Funding for additional parcels near Gruene 16 project	\$75,000
Phase 1 Grant to Northeast Lakeview College - relocation & renovation	\$1,200,000
Dry Comal Creek Floodplain Remapping Project (CIP)	\$240,000
Additional Grant to Northeast Lakeview College - single phase relocation/renovation	\$3,800,000
Incentive to Lefko USA, Inc. (relocation incentive for jobs and investment)	\$950,000



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## Best Practices and Strategies



Placemaking

Workforce Support

Infrastructure Investment

Public Private Partnerships

Incentives

## Best Practices - Placemaking

Carmel, Indiana



## Best Practices – Placemaking and PPP

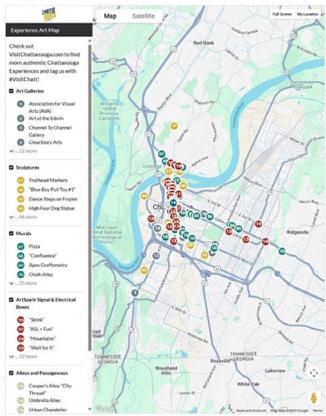
Chattanooga, Tennessee



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## Best Practices – Placemaking and Public Art

Chattanooga, Tennessee



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## Best Practices – Placemaking and Infrastructure

Greenville, South Carolina



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## Best Practices – Workforce Support

Marion County, South Carolina Workforce Training

Marion offers and coordinates customized job training opportunities for new and existing companies through a network of schools, colleges, universities and training facilities.



Marion County has its own technical education center for high school students as well as a new workforce development center, which provides opportunities to prepare for the workplace or continue further technical training at a technical college or university.



Other programs include ReadySC and ApprenticeshipCarolina, which offer customized solutions for publicly funded and customized workforce training programs.

Status History:  
Certified: Apr 2015

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## Best Practices – Workforce Support

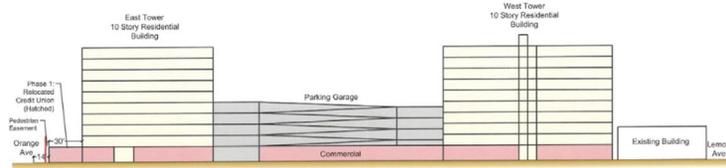
Sarasota, Florida

### First Street - Attainable Workforce Housing Project

The proposed development will use the City's new downtown affordable housing density bonus and the State of Florida Live Local Act for the initiative, which will include:

- Two 12-story buildings with a total of ± 192 residential units
- ± 15,100 square feet of ground floor commercial space
- Parking garage with three levels and ± 280 spaces
- 12 surface parking spaces
- ± 7 on-street parking spaces

Ground floor commercial space in each building will be sold with proceeds paying down a revenue bond that will be issued for the estimated \$70-80 million construction costs.



## Best Practices – Workforce Support

Missoula, Montana

The Scott Street Ravara mixed-use, mixed-income development is planned on a portion of the former White Pine Sash facility in the Northside neighborhood.

The project includes 89 home ownership units on a 3-acre Community Land Trust. An estimated 53 percent of the home ownership units will be income restricted for households earning 120 percent of Area Median Income and below. The adjacent 5 acres is master planned for up to 220 housing units and an estimated 30,000 square feet of commercial space.



## Best Practices – Workforce Support

### Crawfordsville, Indiana Childcare Center

City identified childcare as a major barrier to workforce participation during business recruitment and expansion efforts.

Formed a local taskforce to address childcare challenges.

Developed an early learning center to serve 124 children in partnership with public and private entities with an investment of \$5 million.



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## Interview Themes

- Economy is strong and growing, but not as strong as in prior years. Sales tax is flat, and there are challenges with housing and the labor market
- Recent accomplishments include investments in infrastructure, trails, sidewalks and parks and the successful recruitment of major employers
- Placemaking is vital for attracting residents and businesses, and should be done in a way the fits the New Braunfels context
- Opportunities include diversifying industry mix, investing in infrastructure, and supporting workforce needs

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## Discussion



What did the information reveal to you? What stood out in the presentation?



Did you learn anything new?



What themes are the most important in shaping your thinking about the strategic direction of the NBEDC?

## Strategic Priorities



**Strategic Priorities** are the key areas of focus for an organization.

These priorities refer to the small number of focal points critical to achieving your mission and realizing your vision.

## Vision Statements Guiding our Work



*The City of New Braunfels is a vibrant and inviting place where people enjoy meaningful community connections, unique cultural opportunities, and an exceptional quality of life surrounded by world class natural resources.*

## Plan Priority Areas Guiding our Work



- Attract Quality Jobs in Target Industries
- Create Competitive Office and Industrial Spaces
- Support the Success of Startups
- Align and Optimize the Workforce
- Improve Mobility and Transportation Options
- Execute Proactive Land Use and Development Strategies
- Economic Mobility
- Community Identity
- Enhanced Connectivity
- Community Well-Being
- Organizational Excellence



## Activity



### Develop Strategic Priorities

#### Individually

- Based on what we learned from the environmental scan and what you know about the community what are the priority areas that should guide us over the next five years?
- Write down your initial thoughts.
- Decide on the ideas you want to report out

#### Questions to Consider:

- What should be the key areas of focus?
- What areas will align the NBEDC board's work with the guiding strategic planning documents?
- Do the examples align to the broad needs of the community?
- What are the greatest areas of need?

Outcome: Develop strategic priority areas.

## Strategic Goal Statements



**Strategic goal statements** are long-term, broad, continuous statements that define the strategic priority and how you will make progress toward your vision.

## Example Goal Statements



### Align and Optimize the Workforce:

Access to talent is the most crucial factor in company location decisions. Additionally, workforce issues like housing and workforce participation rate are deepening nationally and significantly impacting companies' ability to hire and grow. Creating best-in-class strategies to address this challenge will be critical.



### Enhanced Connectivity:

Coordinate land use with strategic investments in multimodal transportation, so residents and visitors can travel safely and easily throughout the City.



## Activity



## Develop Goal Statements

### Individually

- Based on what we learned from the environmental scan and what you know about the community what are the priority areas that should guide us over the next five years?
- Write down your initial thoughts.
- Decide on the ideas you want to report out

### Questions to Consider:

- What result do you want to achieve in each priority area?
- What does success look like?

**Outcome: Develop strategic goals.**

# Project Prioritization



Now that we have draft priorities and goals, what are the types of projects and initiatives that the EDC should fund?

# Funding Opportunities

- Can support projects directly and indirectly
  - Direct examples includes incentives directly to a specific project and assuming public infrastructures costs
  - Indirect examples include funding plans, studies, and design to lay groundwork for future capital investment
- Projects identified from previous planning, engagement, input efforts or they are ideas/new programs\*
- Projects can be organized by strategic priority, urgency, leverage, complexity and/or timeframe
- Projects tied to other opportunities – private sector leverage
- Projects "unlock" other opportunities for investment or priority
- Short-term vs Long-term buckets
  - Quick wins within 12-18 months vs. Long-term positioning and capital commitments



## Eligible Projects

### Downtown Centric Enhancements

Downtown Right-of-Way Enhancements *Includes Landscaping, Ped Lighting, & UG Conversions*

S. Castell Avenue Corridor (Phase 2) *From Bridge St. to Coll St., Coll St. to Garden St., & Garden St. to John St*

S. Castell Avenue Corridor (Phase 3)  
*From John St. to Elm St. and Elm St. to Business 35.  
Zink Roundabout – Final Design and Construction Match*

DT/West End Lighting, Trees and tree wells\*

Dittlinger Mill Support

Mainzer

River Mill Improvements

Civic/Convention Center Expansion/Hotel

Underground Utility Master Plan\*

Downtown Parking Facilities



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## Eligible Projects

### Park Enhancements and Expansion

Community Park Development (NW Area)

Dry Comal Greenway Trail (Segments 2)

Mission Hill Park Phase 2

Olympic Pool & Bathhouse Renovation

Tier 1 Park Enhancements

Zipp Family Sports Park (Phase 2)

Alligator Creek Linear Park & Trail - Western Connection

Alligator Creek Trail (East)

Comal River Area Improvements (Tube Chute, Hinman Island, Prince Solms, etc.)

Callen's Castle Park

Camp Comal Park Development

Cypress Bend Park Renovation

### Park Enhancements and Expansion

Landa Haus - renovations

Recreation Center 2

Spring Fed Pool Master Plan

Landa Park Circulation

Athletic Fields Renovations (HEB, Camp Comal, Fred Fields)

Guadalupe River Park - Phase 1 - Fair Ln. Realignment

Faust Street Bridge Rehab

Guadalupe River Park - Park

Pickleball Facility



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## Eligible Projects

### Workforce Support Infrastructure

TX Fame Scholarships for local businesses\*

Workforce Housing Annual Commitment\*

Joint Workforce Study w/ Seguin EDC (RWEA)

Early Childhood Education Commitment

Entrepreneurship initiatives\*



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## Eligible Projects

### West End Master Plan Improvements

Engineering/design of ROW improvements - West End

Drainage improvements - West End

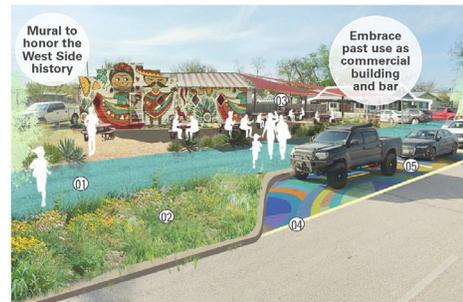
Incentives Fund for West End Businesses\*

Construction/design/match for ROW improvements

Aesthetic/open space improvements\*



SPUR STREET - DRAFT CONCEPTUAL LAYOUT

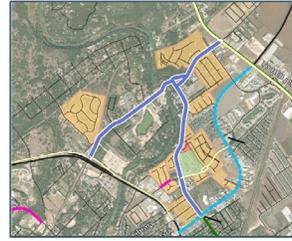


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## Eligible Projects

### Miscellaneous Economic Development Projects

- Gruene Pedestrian Improvements - Design and Match
- Business Park Infrastructure Support\*
- Guadalupe River Master Plan
- Rivers and Adjacent Properties Master Plan\*
- Prince Solms Master Plan\*
- Comal River Master Plan\*
- Business 35 Corridor Plan\*
- Broadband Enhancement (Downtown & KBAZ)
- Comal County Fairgrounds/Association Property Redevelopment
- Dry Comal Creek Trail Phase 1 - Construction
- Dry Comal Creek Trail Phase 2 and 3 – Property Acquisition



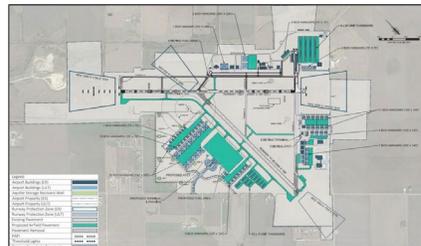
## Eligible Projects

### Airport Improvements

- Air Traffic Control Tower (Site Study & Final Design/Construction)
- North Ramp Replacement
- Terminal Feasibility Study
- Perimeter Fence
- Master Drainage Plan (Airport)
- Airport-West Side Infrastructure & Improvements
- Runway Extensions & Improvements
- Airside Improvements
- Fuel Farm Expansion
- Loan Forgiveness
- Airport CO Repayments (annual)
- Runway/Taxiway Rehabilitation (Design & Construction)
- Airport Infrastructure Analysis
- T-hangar infrastructure



AIR TRAFFIC CONTROL TOWER RENDERING PREPARED BY PGAL, AUGUST 2025





## Activity



### Project Prioritization

#### Individually

- Based on everything we have discussed, what are the priorities for NBEDC expenditures over the next year? The next five years?
- Write down your initial thoughts.
- Decide on the ideas you want to report out

#### Questions to Consider:

- Where are the greatest needs?
- What will have the biggest impact?
- What are the needs from a timing perspective?
- What excites you?
- What's missing?

**Outcome: Prioritize future investments in the community.**

## Next Steps

- BerryDunn will compile and document the results of this conversation into an Outcomes Report
- We will review this report with you all January 15, 2026, at your regular meeting
- Once final, we will craft a recommendations presentation to the City Council





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With offices and employees located in 40+ states—  
wherever you are based, we look forward to working together.

[berrydunn.com](https://www.berrydunn.com)

**2/19/2026**

Agenda Item No. D)

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**PRESENTER:**

Jeff Jewell, Director of Economic & Community Development  
Garry Ford, Director of Transportation and Construction Services

**SUBJECT:**

Presentation and discussion on possible projects - categorized by Workforce Support (Strategic Priority 1) and Planning & Infrastructure (Strategic Priority 2)

**DEPARTMENT:** Economic & Community Development

**COUNCIL DISTRICTS IMPACTED:** Citywide

**BACKGROUND INFORMATION:**

The NBEDC Strategic Planning efforts yielded four strategic priorities. Staff will present on possible projects within the Workforce Support (Strategic Priority 1) and Planning & Infrastructure (Strategic Priority 2) categories.

No action is being taken as this time. Any future funding requests will be brought to the NBEDC at a future date via a formal public hearing and approved by Board action.

**STRATEGIC PLAN REFERENCE:**

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

**2/19/2026**

Agenda Item No. E)

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**PRESENTER:**

Jeff Jewell, Director of Economic & Community Development

**SUBJECT:**

Public hearing, discussion, and possible action approving an expenditure of \$26,800 for the option to extend the project feasibility period for an additional 90 days per the Purchase Contract between Mildred V. Bartels and Jerald D. Voges and the New Braunfels Economic Development Corporation, pursuant to Section 505.102 of the Texas Local Government Code.

**DEPARTMENT:** Economic & Community Development

**COUNCIL DISTRICTS IMPACTED:** 4

**BACKGROUND INFORMATION:**

At the New Braunfels Economic Development Corporation (NBEDC) workshop on June 15<sup>th</sup>, 2023, the Board was introduced to a process to undertake predevelopment and feasibility work for the eventual development of the Gruene 16, Block 1, Lots 1-3 property. This property was purchased by the NBEDC in 2016 for HD Supply's planned expansion, which the company did not ultimately pursue. The envisioned process works with key stakeholders to conceptualize the project and objectives, develop a basic "vision" for the project, determine the market demand for the project as envisioned, and develop high level building and infrastructure budget estimates to determine the overall feasibility of the development concept(s) that receive the most support. This is intended to be the first steps in the feasibility and development concepts stage, with a second stage proposed to ultimately solicit a developer and negotiate a development agreement to bring the project to fruition. The NBEDC Board directed staff to move forward with the proposal.

The NBEDC, at its regular meeting on August 17, 2023, approved an expenditure to Economic & Planning Systems, Inc. (EPS), to begin the planning for a possible public/private partnership addressing the Gruene 16 property.

EPS facilitated a workshop with the NBEDC Board in November 2023 and addressed objectives for the site, identified key questions for additional research, and established parameters for the next steps of the potential public/private partnership. EPS facilitated another workshop with the NBEDC Board in May 2024 and reviewed the completed feasibility study, City Council and NBEDC goals, economic, demographic, and market trends, discussed broker insights, highlighted opportunistic land uses, and reviewed themes and concepts discovered during the study.

The NBEDC approved Phase 2 funding at its July 18, 2024 meeting. Phase 2 included urban planning, test fitting the site, completing financial feasibility studies, and drafting a Request for Proposals/Request for Qualifications for solicitation of development proposals on the site.

Phase 2 identified the potential and significant contribution of available five parcels (total of ~8.7 acres) on Gruene Road - all adjacent to the Gruene 16 property- to the overall project and vision. EPS advised the addition of these parcels would greatly enhance development opportunities of the Gruene 16 project and yield greater flexibility in how the site could be developed. These parcels were then added to the urban planning and

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test fitting analysis. The inclusion of the parcels provides a greater footprint and yielded four different development scenarios with different development concepts and users.

On May 15, 2025, the NBEDC approved an initial amount of \$75,000 to secure the additional parcels for a nine-month feasibility period (\$50,000) and to cover due diligence costs for the properties (\$25,000). These parcels were then included in the RFP/RFQ process for developer consideration.

Staff has since identified the need to extend the feasibility period to continue project development, planning and negotiations with the development team. The existing contract allows for one extension of the feasibility period past the initial nine months for an additional 90 days. The initial nine-month period is set to expire April 24, 2026. If the funding and extension is approved, the feasibility period will end July 24, 2026.

If approved, the next steps include:

1. Council consideration at a meeting in March
2. If approved by Council:
  - a. Written notice and payment of earnest money (\$50,000) provided to Property Owners/Title Company will be issued before the April 24, 2026 deadline

**ISSUE:**

Additional time is required to continue project feasibility and development planning on the site. To extend the feasibility period by 90 days (to July 24, 2026), an additional \$50,000 will be provided to the seller. The NBEDC approved an initial amount of \$75,000 for this project; \$50,000 was put in escrow to secure the properties and an additional \$1,800 was spent on an appraisal. The remaining balance of the initially approved amount is \$23,200. To close the gap between the authorized amount remaining, an expenditure of \$26,800 is recommended.

If the NBEDC extends the feasibility period by the additional 90-days and chooses not to close on the property, the existing contract stipulates the Seller will retain \$25,000 and the NBEDC will retain \$75,000 of the \$100,000 placed into escrow.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

The NBEDC approved an initial amount of \$75,000 for this project; \$50,000 was put in escrow to secure the properties and an additional \$1,800 was spent on a supplemental appraisal. The remaining balance of the initial amount is \$23,200. The cost to extend the feasibility period for an additional 90 days is \$50,000. To close this gap, an expenditure of \$26,800 is recommended.

**RECOMMENDATION:**

Staff recommends approving the \$26,800 to extend the feasibility period for purchase of 8.7 acres adjacent to the NBEDC-owned Gruene 16 parcels.

## PURCHASE CONTRACT

1. **PARTIES; RECITALS:** The parties to this Contract are MILDRED V. BARTELS and JERALD D. VOGES (“Sellers”) and THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION (“Buyer”). The Sellers agree, as to their respective interests, to sell and convey to Buyer and Buyer agrees to buy from Sellers the Properties described below.

2. **PROPERTY:** The land, improvements and accessories, except for the exclusions and reservations, are collectively referred to as the “Property”.

**A. LAND:**

0.942 acres out of the H. Foster Survey No. 34, Abstract 154, Comal County, Texas, out of the 1.596 acres described in a gift deed from Bruno and Elsie Voges to Mildred Voges Bartels, recorded in Volume 164, Page 464, Deed Records of Comal County, Texas

1.169 acres out of the H. Foster Survey No. 34, Abstract 154, Comal County, Texas, out of the 2.128 acres described in a special warranty deed from the Estate of Jerome B. Voges to the Jerome B. Voges Family Trust, recorded as Document Number 201106032412, Deed Records of Comal County, Texas

1.140 acres out of the H. Foster Survey No. 34, Abstract 154, Comal County, Texas, out of the 1.596 acres described in a gift deed from Bruno and Elsie Voges to Jerald Dean Voges, recorded in Volume 164, Page 527, Deed Records of Comal County, Texas

1.000 acre out of the H. Foster Survey No. 34, Abstract 154, Comal County, Texas, out of the 37.83 acres described in a warranty deed to Bruno and Elsie Voges, recorded in Volume 95, Page 266, Deed Records of Comal County, Texas

2.437 acres out of the H. Foster Survey No. 34, Abstract 154, Comal County, Texas, out of the 31.695 acres described in a gift deed from Bruno and Elsie Voges to Mildred Voges Bartels, recorded in Volume 325, Page 869, Deed Records of Comal County, Texas

**B. IMPROVEMENTS:** All permanently installed buildings, storage facilities, water wells, fences and gates subject to the conditions set forth in Paragraph of this 10 of this Agreement.

3. **SALES PRICE:** The Sales Price for the Property is \$4,600,000.

The Seller and the Buyer acknowledge that this Contract is entered at arm’s length and each party was acting independently and without influence of the other or a third party

4. **EARNEST MONEY:** Within 3 days after the Effective Date of this Contract, Buyer must deposit \$50,000.00 as earnest money with New Braunfels Title Company, as escrow agent, at 243 S. Seguin Ave., New Braunfels, Texas 78130. If Buyer fails to deposit the earnest money as required by this Contract, Sellers may terminate this Contract by providing written notice to Buyer before Buyer deposits the earnest money.
5. **FEASIBILITY PERIOD:** Sellers grant Buyer the unrestricted right to terminate this Contract for any reason or no reason by giving notice of termination to Sellers, pursuant to Paragraph 21 of this Agreement, within 270 days after the Effective Date of this Contract (the "Feasibility Period"). During the specified Feasibility Period, Buyer may access the Property to perform preliminary due diligence activities, including surveys, preliminary environmental and engineering assessments. At the sole discretion of the Buyer, the Feasibility Period may be extended only once, for an additional period of ninety (90) days. Written notice of extension of the Feasibility Period shall be provided to the Seller before the expiration of the initial Feasibility Period. Contemporaneously with giving notice of the Feasibility Period extension, Buyer shall deposit an additional \$50,000.00 as earnest money with the Title Company, as escrow agent. If this Contract is terminated by Buyer, during the Feasibility Period, as it may be extended, the earnest money will be delivered by the escrow agent to the Sellers and Buyer as follows:

<u>Notice of Termination</u>	Total Amount Payable to <u>Sellers</u>	Amount Payable to <u>Buyer</u>
Between day 1 and day 90 of Feasibility Period	\$5,000.00	\$45,000.00
Between day 91 and day 180 of Feasibility Period	\$10,000.00	\$40,000.00
Between day 181 and day 270 of Feasibility Period	\$15,000.00	\$35,000.00
After day 270 of Feasibility Period	\$25,000.00	\$75,000.00

The amount payable to Sellers represents independent consideration for Buyer's right of termination. The escrow agent is authorized and directed to pay and disburse the amount payable to Sellers out of the earnest money upon termination of this contract pursuant to this Paragraph 5. Notwithstanding the foregoing, at closing, Buyer shall be entitled to receive a credit of all earnest monies deposited with Escrow Agent.

6. **TITLE POLICY AND SURVEY:**
- A. **TITLE POLICY:** Seller will furnish to Buyer at Seller's expense an owner policy of title insurance (Title Policy) issued by New Braunfels Title Company (Title Company) in the amount of the Sales Price, dated at or after Closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following

exceptions:

- (1) The standard printed exception for standby fees, taxes and assessments.
- (2) Reservations or exceptions otherwise permitted by this Contract or as may be approved by Buyer pursuant to Paragraph 5D below.
- (3) The standard printed exception as to marital rights.
- (4) The standard printed exception as to waters, tidelands, beaches, streams and related matters.
- (5) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

**B. COMMITMENT:** Within 20 days after the Title Company receives a copy of this Contract, Seller will cause the Title Company to furnish to Buyer, Buyer's counsel, Seller and Seller's counsel a commitment for title insurance (Commitment) and legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to mail or hand deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21.

**C. SURVEY:** Within 30 days after the Effective Date of this Contract, Buyer shall obtain a survey of the Property at Buyer's sole expense. The survey must describe each tract of the Land which is subject to separate ownership by each of those parties comprising Sellers. When the Property has been surveyed pursuant to the Contract, the metes and bounds description of the Land prepared and certified by the surveyor shall replace and be substituted for the description of the Land contained in Paragraph 2A for all purposes, including, without limitation, in the Title Policy and in Sellers' Deed to Buyer; and this Contract shall be deemed to have been amended so as to incorporate (in lieu and replacement of the description of the Property contained in Paragraph 6) the metes and bounds description prepared and certified by the Surveyor. Neither party will claim a lack of sufficient property description in an attempt to void this Contract or as a defense to the Contract.

**D. OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the Survey other than items 5A(1) through (4) above and/or the Commitment other than items 6A(1) through (5) above; or (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map. Buyer must object the earlier of (i) the Closing Date or (ii) 15 days after Buyer receives the Commitment, Exception Documents and Survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Sellers are not obligated to incur any expense, Sellers will use commercially reasonable efforts to cure the timely objections of Buyer within 15 days after Sellers receive the objections, but the Closing Date will not be extended. If objections are

not cured within such 15 day period, then Buyer has the right to terminate this Contract, whereupon the earnest money will be refunded to Buyer. If Buyer does not timely elect to terminate this Contract, Buyer is deemed to have waived the objections and accepted the Commitment and the Survey.

**E. EXCEPTION DOCUMENTS:** No Exception Documents have been provided as of the effective date of this Contract but are to be delivered pursuant to Paragraph 5B above.

**F. LEASES:** Prior to the execution of this Contract, Seller has provided Buyer with copies of written leases and given notice of oral leases ("Leases") listed below or on the attached exhibit. The following Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: NONE

**G. TITLE NOTICES:**

(1) Abstract or Title Policy: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) Statutory Tax Districts: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this Contract.

(3) Tide Waters: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the Contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(4) Annexation: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(5) Property Located in a Certificated Service Area of a Utility Service Provider: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service

to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at Closing of purchase of the real property.

(6) Public Improvement Districts: If the Property is in a public improvement district, § 5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(7) Texas Agricultural Development District: Seller has no knowledge whether the Property is located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.

(8) Rollback Taxes: **If for the current ad valorem tax year the taxable value of the Land that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the Land at less than its market value, the person to whom the Land is transferred may not be allowed to qualify the Land for that special appraisal in a subsequent tax year and the Land may then be appraised at its full market value. In addition, the transfer of the Land or a subsequent change in the use of the Land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Land. The taxable value of the Land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Land is located.**

## 7. PROPERTY CONDITION:

- A. ***ACCESS, INSPECTIONS AND UTILITIES***: Sellers permit Buyer and Buyer's agents access to the Property to conduct its due diligence of the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Sellers in writing. If the sale and purchase contemplated by this Contract does not close, through no fault of

Sellers, Buyer shall restore the Property to its original condition, if changed due to the Inspections performed by or under the direction of Buyer. Further, to the maximum extent allowed by law, Buyer shall indemnify and defend Sellers against any and all claims or causes of action, including but not limited to personal injury and/or property damage, arising out of or caused by Buyer's inspection of the Property.

**NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. *SELLERS' DISCLOSURE NOTICE PURSUANT TO SECTION 5.008, TEXAS PROPERTY CODE (Notice):*** The Texas Property Code does not require Sellers to furnish this Notice.
- C. *ACCEPTANCE OF PROPERTY CONDITION:*** Buyer accepts the Property AS IS. "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this Contract. Buyer's agreement to accept the Property As Is under this Paragraph 7C does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this Contract during the Feasibility Period.
- D. *ENVIRONMENTAL MATTERS:*** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. Buyer may conduct a Phase I Environmental Site Assessment, at Buyers sole expense, to satisfy itself about the environmental condition of the Property.
- E. *SELLERS' REPRESENTATIONS AND WARRANTIES:*** Except as otherwise disclosed in this Contract, Sellers hereby represent and warrant to Buyer that, as of the Effective Date and as of the Closing Date, it has no actual knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the Sellers' use of the Property;
  - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
  - (3) any environmental hazards or conditions which materially affect the Property;
  - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
  - (5) any wetlands, as defined by federal or state law or regulation, affecting the

Property; or

- (6) any threatened or endangered species or their habitat affecting the Property.

Buyer is not relying upon any of Sellers' representations, statements or assertions concerning the Property, and Buyer is not relying on Sellers to provide any information on the Property which Buyer has not independently verified; further, Buyer is relying solely upon Buyer's independent verifications rather than Sellers' information, assertions, statements or representations. If to Buyer's Actual Knowledge (as hereinafter defined) or reasonable belief, any of the representations contained in this Paragraph 7E are not true and correct as of the date hereof or at Closing, Buyer may, at its option, (i) waive such misrepresentations and close this transaction, or (ii) terminate this Contract by written notice thereof to Sellers and to Title Company and the earnest money will be returned to Buyer, in which event the parties shall have no further right or obligation hereunder except for Buyer's obligations which are expressly intended to survive. Except as provided herein, Buyer hereby acknowledges and agrees that, upon the Closing Date, any claim of Buyer that any representation of Sellers herein is not true and correct will be automatically waived in full by Buyer, if Buyer had Actual Knowledge of such misrepresentation prior to the Closing. As used herein, "Actual Knowledge" with respect to Buyer means and applies to the actual knowledge of the person or persons overseeing the due diligence of the Property for Buyer.

8. **BROKER'S FEES:** Buyer owes no broker's fees. All obligations of the Sellers for payment of broker's fees are contained in a separate written agreement.

9. **CLOSING:**

- A. The Closing of the sale ("Closing") shall take place no later than thirty (30) days after the expiration date of the Feasibility Period as outlined in Paragraph 5. The date on which Closing actually occurs or is scheduled to occur is referred to herein as the "Closing Date". If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At Closing:

- (1) Sellers must execute and deliver a special warranty deed conveying title to the Property to the Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property. Each Seller will warrant title only to the Property or interest therein which he or she owns.
- (2) Buyer will pay the cash portion of the Sales Price in good funds acceptable to escrow agent.
- (3) Sellers and Buyer must execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents

required of them by this Contract, the Commitment or law necessary for the Closing of the sale and the issuance of the Title Policy.

- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

**10. POSSESSION:** Sellers shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted, upon Closing and funding, subject to the rights of those claiming under any of the permitted exceptions; provided, however, Sellers reserve the right to remove any or all improvements on the Land within 180 days following Closing. Any improvements remaining on the Land 180 days after Closing will be deemed abandoned by Sellers and may be disposed of by Buyer as Buyer may determine, without obligation of notice or accounting to Sellers.

**11. SPECIAL PROVISIONS:**

- A. Buyer's obligation to close under this Contract is subject to approval by the City of New Braunfels City Council of the purchase of the Property evidenced hereby during the Feasibility Period. If the City Council denies funding for the purchase of the Property during the Feasibility Period, this Contract will terminate, and all earnest money being held by the escrow agent on the date of such termination will be released to Buyer. If the City Council denies funding for the purchase of the Property after the expiration of the Feasibility Period, this Contract will terminate, and all the earnest money will be paid to Sellers.

**12. SETTLEMENT AND OTHER EXPENSES:**

- A. The following expenses must be paid at or prior to Closing:
- (1) Expenses payable by Sellers (Sellers' Expenses):
    - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Sellers' loan liability; tax statements or certificates; and other expenses payable by Sellers under this Contract.
  - (2) Expenses payable by Buyer (Buyer's Expenses):
    - (a) Loan origination, discount, buy-down, and commitment fees (Loan Fees).
    - (b) Appraisal fees; loan application fees; credit reports; preparation of loan documents; interest on the notes from the date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; mortgagee title policy

with endorsements required by lender; loan-related inspection fees; photos, amortization schedules, escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee, repair inspection, underwriting fee and wire transfer, expenses incident to any loan, and other expenses payable by Buyer under this Contract.

**13. PRORATIONS AND ROLLBACK TAXES:**

**A. PRORATIONS:** Buyer is exempt from the payment of property taxes, therefore, taxes for the current year will be prorated through the Closing Date. All interest, maintenance fees, assessments, dues, and rents will be prorated through the Closing Date. Buyer will have no obligation to pay any expenses other than those prorated to Seller.

**B. ROLLBACK TAXES:** If this sale or Buyer's use of the Property after Closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to Closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Sellers' use or change in use of the Property prior to Closing, the Assessments will be the obligation of Sellers. Obligations imposed by this paragraph will survive Closing.

**14. CASUALTY LOSS:** The parties acknowledge that the improvements located on the Land do not contribute to the value, and that any casualty loss of such improvements will not affect the parties' respective obligations hereunder or the amount of the Sales Price.

**15. DEFAULT:** If Buyer fails to comply with this Contract, Buyer will be in default, and Sellers may (a) terminate this Contract and receive the earnest money as liquidated damages, thereby releasing both parties from this Contract; provided, however, Sellers will be entitled to recover its attorneys' fees and costs in enforcing its right to receive the earnest money. If, due to factors beyond Sellers' control, Sellers fail within the time allowed to deliver the Commitment, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this Contract as the sole remedy and receive the earnest money. If Sellers fails to comply with this Contract for any other reason, Sellers will be in default and Buyer may, as Buyer's sole and exclusive remedy, either (a) enforce specific performance or (b) terminate this Contract and receive the earnest money, thereby releasing both parties from this Contract; provided, however Buyer will be entitled to recover its attorneys' fees and costs in enforcing its right to receive the earnest money. The foregoing is subject to the controlling provisions set forth in Paragraph 11.

**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Sellers and Buyer related to this Contract which is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider. This paragraph does not preclude a party from seeking equitable relief from a court of competent

jurisdiction.

17. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding related to this Contract is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.
18. **ESCROW:**
- A. ESCROW:* The escrow agent is not (i) a party to this Contract and does not have liability for the performance or nonperformance of any party to this Contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES:* At Closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no Closing occurs, escrow may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. DEMAND:* Upon termination of this Contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. DAMAGES:* Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages, (ii) the earnest money, (iii) reasonable attorneys' fees, and (iv) all costs of suit.
- E. NOTICES:* Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this Contract survive Closing. Subject to the qualifications set out in Paragraph 7E, if any representation of Sellers in this Contract is untrue on the Closing Date, Seller will be in default. Unless

expressly prohibited by a written agreement, Seller may continue to show the Property and receive, negotiate and accept back-up offers.

20. **FEDERAL TAX REQUIREMENTS:** If Seller is a “foreign person”, as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a “foreign person”, then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows to either the Seller or their Attorney:

*To Seller at:*  
Mildred V. Bartels  
7900 US Hwy. 281 North  
Spring Branch, Texas 78070

Jerald D. Voges  
3500 FM 725  
New Braunfels, Texas 78130

*To Buyer at:*  
New Braunfels Economic Development Corporation  
Attn: Board President  
550 Landa Street  
New Braunfels, TX 78130

Copies of notices must also be sent at the same time as notices to a party to that party’s attorney listed in Paragraph 23.

22. **AGREEMENT OF PARTIES:** This Contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this Contract are: Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum.
23. **CONSULT AN ATTORNEY:** Real estate licensees cannot give legal advice. **READ THIS CONTRACT CAREFULLY.** If you do not understand the effect of this Contract, consult an attorney BEFORE signing.

*Sellers’ Attorney is:*

Reagan Burrus PLLC  
Attn: John T. Dierksen  
401 Main Plaza #300  
New Braunfels, Texas 78130

*Buyer’s Attorney is:*

Valeria M. Acevedo / City Attorney’s Office  
City of New Braunfels  
550 Landa Street  
New Braunfels, TX 78130

Telephone: 830-358-7479  
 Email: [jdierksen@reaganburrus.com](mailto:jdierksen@reaganburrus.com)

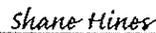
Telephone: 830-221-4281  
 Email: [vacevedo@newbraunfels.gov](mailto:vacevedo@newbraunfels.gov)

24. **FORM OF SIGNATURE:** Buyer and Sellers agree that telecopy, facsimile or electronic signatures may be used in place of original signatures on this Contract with the same legal effect. Buyer and Sellers further agree that the Title Company and other third parties may rely on telecopy, facsimile or electronic signatures as original signatures and hereby waive any defense to the enforcement of this Contract based on the form of signature.
25. **ASSIGNABILITY:** The Buyer has the right to assign this Contract; provided, that contemporaneously with the assignment, the assignee must assume all of assignor's obligations hereunder.
26. **COUNTERPART SIGNATURES:** This Contract may be executed in several counterparts, each of which will be fully effective as an original and all of which together constitute one and the same instrument.
27. **EFFECTIVE DATE:** This Contract is not effective or binding until signed by Sellers and Buyer, and the Title Company has acknowledged receipt of the executed Contract and the earnest money as evidenced by the date of receipt below.
28. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
29. **HEADINGS:** The headings used herein are for convenience only and do not limit or amplify the provisions hereof.
30. **DRAFTING:** The Contract were negotiated by all parties and all parties agree that any rule of law stating that the Contract be construed against the drafter shall be disregarded.
31. **LEGAL HOLIDAYS:** Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.
32. **APPLICABLE LAW:** This Contract shall be governed by, and construed in accordance with, the laws of the State of Texas.
33. **SEVERABILITY:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

34. **SECTION 1031 PROVISION:** Buyer acknowledges that the sale of the Property by Seller may constitute the sale of "Relinquished" property pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and Buyer shall execute such documents and otherwise cooperate with Sellers as may be reasonably requested in furtherance of compliance with Section 1031, so long as Buyer does not incur additional expense or liability as a result thereof and there is no delay in the Closing Date or modification of the terms hereof not otherwise approved by Buyer. Each party acknowledges that it has relied on the advice of its own tax counsel and tax advisors with respect to whether this respective transaction complies with Section 1031 or applicable provisions of the Internal Revenue Code and that the other party has made no representation or agreement with respect to such compliance. In the event earnest money is released to Seller prior to Closing that earnest money may, at Sellers' election, be paid to Sellers' designated 1031 facilitator. Sellers shall have the right to assign this contract to an intermediary to effect a 1031 like-kind exchange.
35. **ACCEPTANCE:** If this Contract is not accepted and executed by all parties on or before July 31, 2025, this offer shall be null and void and the Contract of no further force or effect.

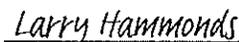
**SELLER:**

MILDRED V. BARTELS

Date: July 29, 2025**BUYER:**NEW BRAUNFELS ECONOMIC  
DEVELOPMENT CORPORATIONShane Hines (2019, 2025) (143 CG)

Shane Hines, President

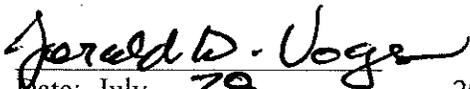
Date: July \_\_\_\_\_, 2025

Larry Hammonds (2014, 2025) (1552 CG)

Larry Hammonds, Secretary

Date: July \_\_\_\_\_, 2025

JERALD D. VOGES

Date: July 28, 2025

**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of  Contract and  \$50,000.00 Earnest Money in the form of \_\_\_\_\_ is acknowledged.

New Braunfels Title Company  
243 S. Seguin Ave.  
New Braunfels, TX 78130

**NEW BRAUNFELS TITLE COMPANY**

By: Caroline Gorman  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EFFECTIVE DATE:** 07/28/2025

July \_\_\_\_\_, 2025

**See attached Receipt Page  
For dates(s) and contact info**



New Braunfels Title  
San Marcos Title  
Seguin Title

## CONTRACT RECEIPT

**File Number:**

NB-4976-25

**Property Address:**

Gruene Road & East  
Common Street, New  
Braunfels, TX 78130

**Escrow Officer:**

Karin Boos

kboos@nbttitle.com

**Escrow Assistant(s):**

NB Title Closing Team

orders@nbttitle.com

Receipt of Contract is hereby acknowledged:

Received on: July 28, 2025

Received by:

Caroline Gorman



# Economic Development Corporation Agenda Item Report

550 Landa Street  
New Braunfels, TX

**2/19/2026**

Agenda Item No. A)

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**PRESENTER:**

Michele Boggs, Senior VP of Economic Development, New Braunfels Chamber of Commerce

Jonathan Packer, President & CEO, New Braunfels Chamber of Commerce

**SUBJECT:**

Presentation and discussion on the Quarterly Advisory Report

# Economic Development Corporation Agenda Item Report

**2/19/2026**

Agenda Item No. A)

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**SUBJECT:**

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

1. Project Shoot
2. Project Thread
3. Gruene 16
4. Stars and Stripes Drive-In Theatre
5. Project Money
6. Gener8tor