



**CITY OF NEW BRAUNFELS, TEXAS  
ECONOMIC DEVELOPMENT CORPORATION  
MEETING  
CITY HALL - COUNCIL CHAMBERS  
550 LANDA STREET**



**THURSDAY, JULY 17, 2025 at 5:00 PM**

**AGENDA**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. APPROVAL OF MINUTES**

A) Approval of the June 24, 2025 workshop meeting [25-845](#)  
minutes

B) Approval of the June 24, 2025 regular meeting minutes [25-846](#)

**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 July 2025 [25-847](#)  
Treasurer's Report

**6. DISCUSSION AND POSSIBLE ACTION**

A) Public hearing, discussion, and possible action [25-840](#)  
approving a Third Amendment to the Contract between  
the New Braunfels Economic Development Corporation  
(NBEDC) and HD Supply Facilities Maintenance, Ltd., to  
modify the percentage of sales taxes rebated and extend  
the existing contract term, pursuant to Section 501.101 of  
the Texas Local Government Code.

B) Public hearing, discussion, and possible action [25-848](#)  
approving an economic development incentive, of up to  
\$950,000 to Lefko USA, Inc., pursuant to Section  
501.101 of the Texas Local Government Code.

C) Public hearing, discussion, and possible action [25-849](#)  
approving an additional project expenditure of up to  
\$3,800,000, to Alamo Colleges District - Northeast  
Lakeview College for a primary job training facility and

career center, pursuant to Sections 501.101 and 501.105 of the Texas Local Government Code

- D) Public hearing, discussion, and possible action [25-850](#) approving a project expenditure, of up to \$240,000, to fund the Dry Comal Creek Floodplain Remapping Project, pursuant to Section 505.152 of the Texas Local Government Code.

## 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 [25-883](#) negotiations in accordance with Section 551.087 of the Texas Government Code:
1. The Neue
  2. Project Shoot

## 8. **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

**7/17/2025**

Agenda Item No. A)

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**SUBJECT:**

Approval of the June 24, 2025 workshop meeting minutes

**DEPARTMENT:** Economic and Community Development

**DRAFT - MINUTES  
OF THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORP. WORKSHOP  
REGULAR MEETING OF TUESDAY, JUNE 24, 2025**

**AGENDA**

**1. CALL TO ORDER**

President Shane Hines called the meeting to order at 4:02PM.

**2. ROLL CALL**

**Present:** Jason Hurta, Kathy Meurin, Kristen Carden, Larry Hammonds, Shane Hines, Tera Thompson (4:04PM), and Don Austin (4:06PM)

**Also in attendance:** Mayor Neal Linnartz

**3. 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.*

**None.**

**4. TREASURER'S REPORT**

A) Presentation and discussion on the June 2025 Treasurer's Report and a capacity analysis

President Hines introduced this item. Jared Werner, Assistant City Manager, presented on this matter. Mr. Werner identified a 7.9% increase in sales tax collections for April; with adjustments removed the current period collections increased by 0.6% as compared to April of 2024. Sales Tax projections for the remainder of the 2025 fiscal year are flat. Mr. Werner shared additional graphs indicating projected revenues, current commitments to projects, infrastructure investments, the projected capacity for additional expenditures, and the proposed ending fund balance to FY27.

Mr. Werner facilitated a discussion on NBEDC funding strategies and identified the flexibility to utilize a combination of direct cash payments and debt issuances to support future investments. He reminded the Board of their target fund balance of approximately \$12-13 million, and shared that the NBEDC has the capacity for an additional \$60 million of new investments from FY 26 to FY30. Mr. Werner shared additional graphs projecting fund balance with current



commitments to FY30 and provided a capacity scenario of investment options from FY26 to FY30. The scenario proposed \$4 million in annual direct payments for new incentives over five years with \$40 million in possible debt issuances.

## **5. PRESENTATION AND DISCUSSION**

A) Presentation, discussion, and update on current Transportation and Capital Improvement projects

President Hines introduced this item. Garry Ford, Director of Transportation and Capital Improvements, presented on this matter. Mr. Ford provided updates on the following NBEDC-funded projects: Dry Comal Creek Trail Segments 1-3, Castell Avenue - Phase 1 Drainage on Coll Street, Common Street Sidewalk Improvements, Citywide Pedestrian Improvements Phases 1-2 and the AAMPO project, Downtown Right-of-Way Enhancements Phase 1, Alligator Creek Trail West, Landa Lake Dam, Last Tuber's Exit, and Kohlenberg Road. Scott McClelland, Assistant Director of Transportation and Capital Improvements, presented updates on the Zipp Family Sports Park.

Mr. McClelland, Mr. Ford, and Jordan Matney, Deputy City Manager, answered questions from the Board.

B) Presentation and discussion on future NBEDC strategic initiatives

President Hines introduced this item. Jeff Jewell, Director of Economic & Community Development, presented on this matter. Mr. Jewell discussed the ranking exercise used in 2022/2023 to prioritize projects the NBEDC funded to support the 2023 Bond Program. Mr. Jewell recommended this ranking effort again to identify future projects for funding. He identified catalytic projects throughout the Downtown and adjacent to rivers as well as other planning initiatives that are underway. Most projects will require distinct approaches, but many have common elements like parking challenges, infrastructure needs, flooding concerns, and river adjacent complexities. The NBEDC actively supports projects directly and indirectly and there may be an opportunity to providing funding for a Downtown Underground Utility Master Plan and a Dry Comal Creek Floodplain Study, among other initiatives.

Mr. Ford discussed the needs and benefits of a Downtown Underground Utilities Master Plan, described the proposed project,

outlined estimated funding, and listed a tentative schedule. He also discussed the needs and benefits of a Dry Comal Creek Floodplain Map Revision, estimated funding, and listed a tentative schedule. An additional workshop will be scheduled to discuss these projects and others in late Summer or early Fall.

Ms. Matney asked the Board for direction on considering action to fund the Dry Comal Creek Floodplain study at its July 2025 regular meeting and the Board unanimously agreed with this recommendation.

Mr. McClelland, Mr. Ford, Mr. Jewell, and Ms. Matney answered questions from the Board.

**6. ADJOURNMENT**

President Hines adjourned the meeting at 4:53PM.

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



## Economic Development Corporation Agenda Item Report

550 Landa Street  
New Braunfels, TX

**7/17/2025**

Agenda Item No. B)

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**SUBJECT:**

Approval of the June 24, 2025 regular meeting minutes

**DEPARTMENT:** Economic and Community Development

**DRAFT - MINUTES  
OF THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION  
REGULAR MEETING OF TUESDAY, JUNE 24, 2025**

**AGENDA**

**1. CALL TO ORDER**

President Shane Hines called the meeting to order at 5:30PM.

**2. ROLL CALL**

**Present:** Tera Thompson, Jason Hurta, Kathy Meurin, Don Austin, Kristen Carden, Larry Hammonds, and Shane Hines.

**Also in attendance:** Mayor Neal Linnartz

**3. APPROVAL OF MINUTES**

A) Approval of the May 15, 2025 workshop meeting minutes

**President Hines introduced this item. Director Hurta motioned to approve the May 15, 2025 workshop minutes, Director Carden seconded the motion, and the minutes were approved unanimously.**

B) Approval of the May 15, 2025 regular meeting minutes

**President Hines introduced this item. Director Hurta motioned to approve the May 15, 2025 regular meeting minutes, Director Thompson seconded the motion, and the minutes were 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. Jim Holster, resident, spoke at this time.**

**5. PRESENTATION AND DISCUSSION**

A) Presentation on a proposed economic development incentive to Lefko USA, Inc. for an expansion project to create or retain primary jobs.

**President Hines introduced this item. Michele Boggs, SVP of Economic Development, New Braunfels Chamber of Commerce, provided a brief background. Mr. Jason Hickey and Ms. Ann Miller, both of Hickey & Associates presented on this matter. Mr. Hickey**

outlined Lefko's company structure, history, and products manufactured. Ms. Miller provided an overview of the expansion project by addressing the facility plans, anticipated capital investment, employee count and wage estimates, and primary customer base. Ms. Boggs presented the proposed incentive, required investments, and employee expectations.

**Ms. Boggs answered questions from the Board.**

- B) Presentation on a proposed additional economic development incentive to Northeast Lakeview College at New Braunfels for an expansion project to promote workforce training and education.

**President Hines introduced this item. Jonathan Packer, President & CEO, New Braunfels Chamber of Commerce, provided a brief background. Dr. Veronica Garcia, President, Northeast Lakeview College presented on this matter. Dr. Garcia discussed student enrollment growth in Comal and Guadalupe counties, expansion plans for newly purchased facility on Old FM 306 & Sundance Parkway, and the purchase of additional land adjacent to the facility. Dr. Garcia addressed the original plan of two-phases and discussed the benefits of transitioning the project to a single phase. She shared projected enrollment numbers, a planned floor plan, and identified a funding shortfall of \$3,800,000.**

**Dr. Garcia answered questions from the Board.**

## **6. 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. HD Supply
  2. Northeast Lakeview College
  3. Project Ellie
  4. Project Nemo
  5. The Neue
  6. Project Shoot
  7. Project Ambiance

President Hines introduced this item. The Board adjourned to Executive Session at 6:01PM. The items were discussed in the following order: Northeast Lakeview College, Project Ellie, HD Supply, Project Nemo, and The Neue. Project Shoot and Project Ambiance were not discussed. No action was taken. The Board returned to open session at 7:05PM.

7. **ADJOURNMENT**

President Hines adjourned the meeting at 7:05PM.

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



## Economic Development Corporation Agenda Item Report

550 Landa Street  
New Braunfels, TX

**7/17/2025**

Agenda Item No. A)

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**SUBJECT:**

Presentation and discussion on the July 2025 Treasurer's Report

**DEPARTMENT:** Finance

## July NBEDC Treasurer's Report

July 17<sup>th</sup>, 2025

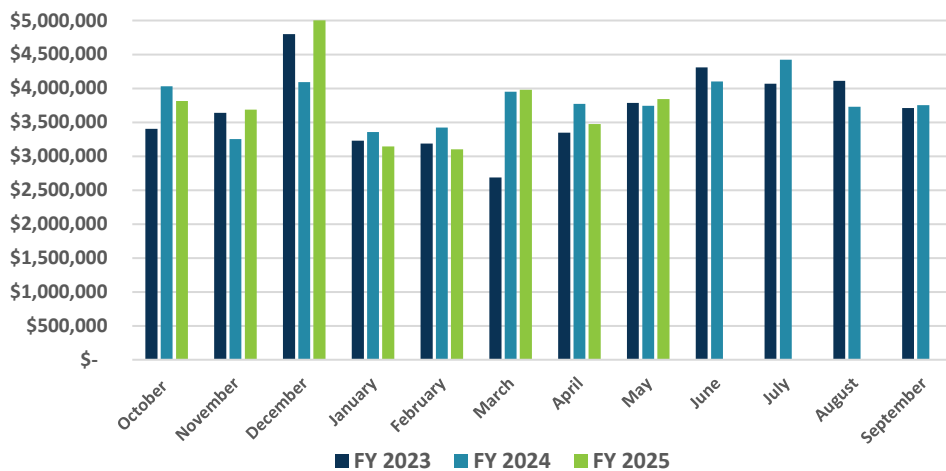
### Overview

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 May of last year, total sales tax collections increased by 2.6%. When all adjustments are removed, the current period collections increased by 6.3% compared to May of last year. Collections continue to exhibit an unpredictable and volatile pattern, reflecting nationwide economic uncertainty. After all adjustments are removed, FY 2025 sales tax collections are up 2.2% compared to FY 2024.

Gross Sales Tax Collections

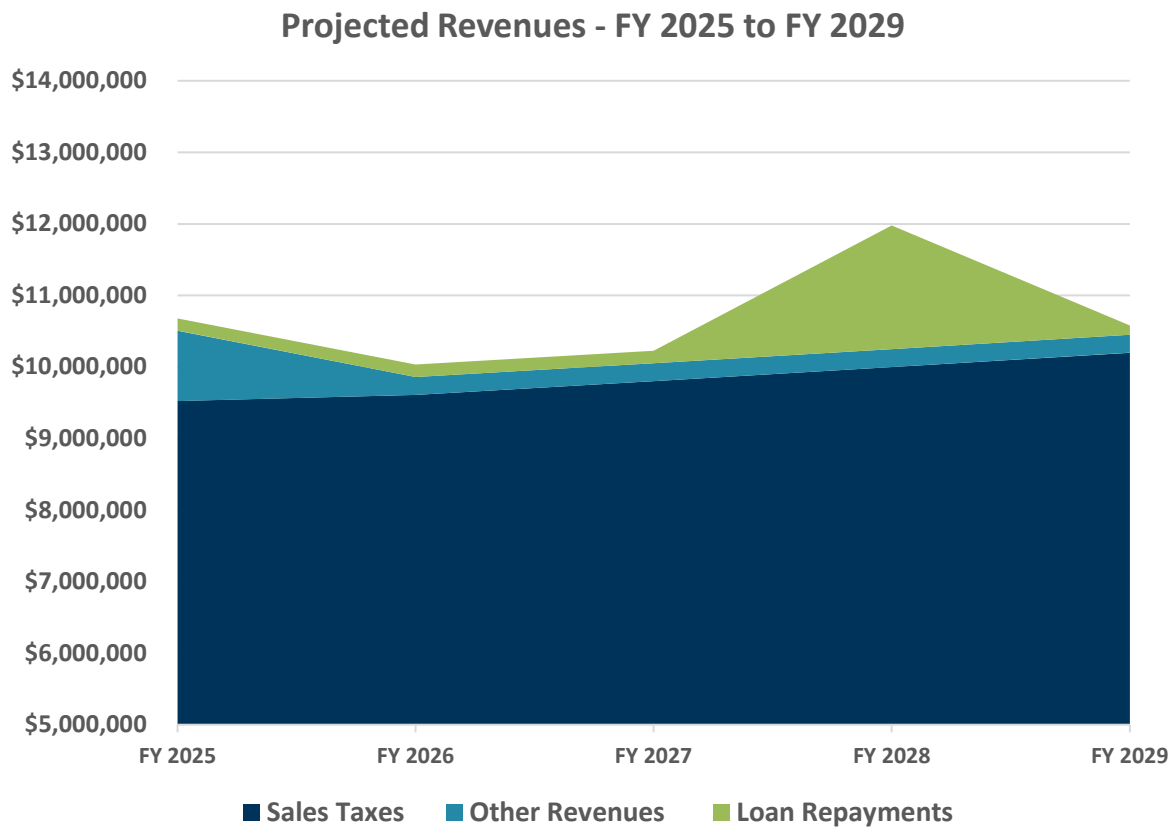


For more information contact:

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



## Revenues



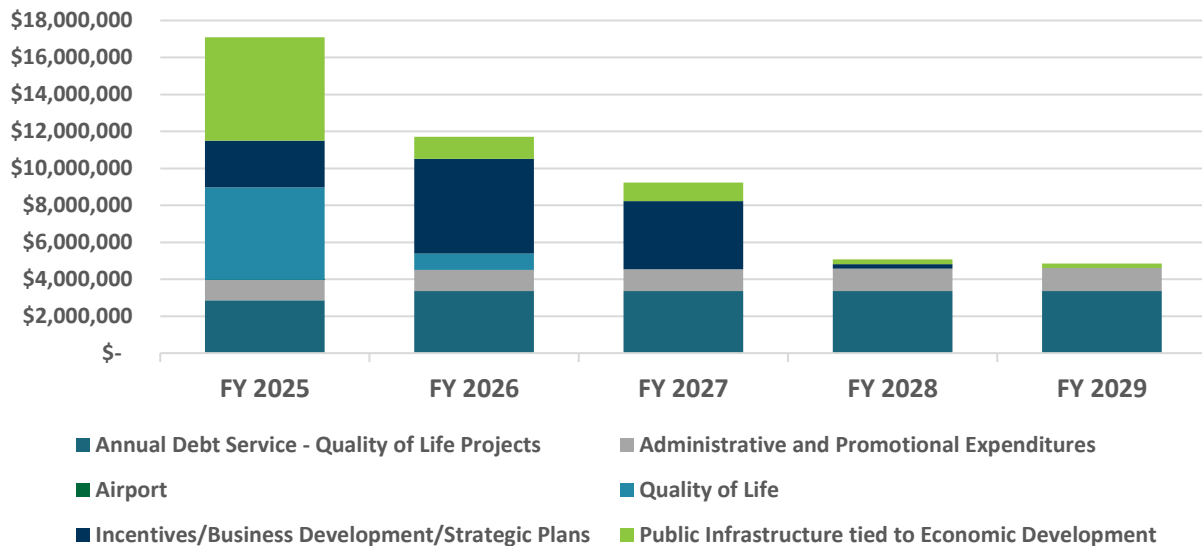
Revenue Summary					
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Sales Taxes	\$ 9,522,971	\$ 9,609,825	\$ 9,802,022	\$ 9,998,062	\$ 10,198,024
Other Revenues	\$ 983,540	\$ 250,000	\$ 250,625	\$ 251,252	\$ 251,880
Loan Repayments	\$ 172,954	\$ 172,954	\$ 172,954	\$ 1,728,954	\$ 128,954
<b>Total Revenues</b>	<b>\$ 10,679,465</b>	<b>\$ 10,032,779</b>	<b>\$ 10,225,601</b>	<b>\$ 11,978,268</b>	<b>\$ 10,578,857</b>

*Sales Taxes-* The graph and table above reflect the projected sales tax collections through FY 2029. 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

### Current Commitment Projections - FY 2025 to FY 2029



Summary						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Administrative and Promotional Expenditures	\$ 1,105,386	\$ 1,138,548	\$ 1,172,704	\$ 1,207,885	\$ 1,244,122	\$ 1,281,445
Airport	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -
Quality of Life	\$ 5,008,161	\$ 881,426	\$ -	\$ -	\$ -	\$ -
Incentives/Business Development/Strategic Plans	\$ 2,524,535	\$ 5,130,895	\$ 3,686,577	\$ 250,000	\$ -	\$ -
Public Infrastructure tied to Economic Development	\$ 5,590,533	\$ 1,200,000	\$ 1,000,000	\$ 250,000	\$ 250,000	\$ 250,000
Annual Debt Service - Quality of Life Projects	\$ 2,862,406	\$ 3,361,964	\$ 3,363,564	\$ 3,365,289	\$ 3,362,439	\$ 3,364,839
<b>Total Expenditures</b>	<b>\$ 17,093,520</b>	<b>\$ 11,712,833</b>	<b>\$ 9,222,845</b>	<b>\$ 5,073,174</b>	<b>\$ 4,856,561</b>	<b>\$ 4,896,285</b>

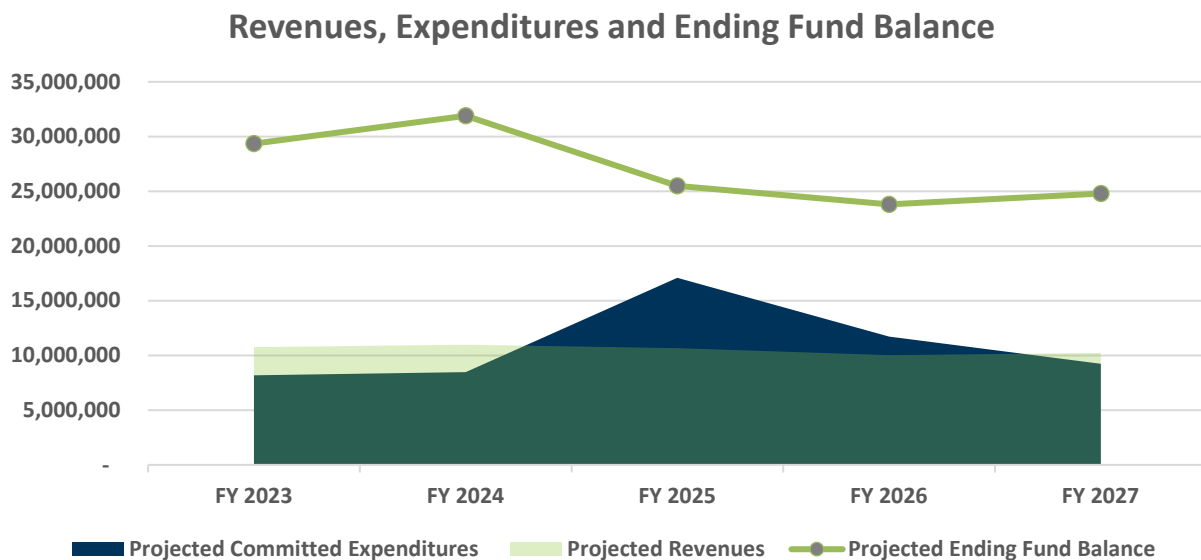
The projections above include all current commitments of the NBEDC, including those most recently approved, including the intersection improvements for Kohlenberg Road. The NE Parkland acquisition and Castell Avenue phase 1 project (Coll Street Drainage) are reflected in the debt service category. Please note that all numbers listed above, with the exception of FY 2024, are projections. Actual spending timelines are evaluated regularly.

## Future Commitments – Infrastructure/Quality of Life investments

Infrastructure Investment	Project Estimate	Previously Approved by NBEDC	Remaining Investment to be considered
Downtown ROW Enhancements - Phase 1	\$ 4,191,759	\$ 674,920	\$ 3,516,839
West Alligator Creek Trail	\$ 2,000,000	\$ 2,000,000	-
Kohlenberg Road Design Services	\$ 1,308,404	\$ 1,308,404	-
Citywide Pedestrian Improvements - Phase 1	\$ 1,850,007	\$ 1,850,007	-
Landa Lake Dam & Spillway	\$ 1,215,000	\$ 1,215,000	-
Comal River Improvements - Last Tuber's Exit	\$ 1,362,812	\$ 1,362,812	-
Castell Avenue Phase 1 - Coll Street Drainage Construction	\$ 7,200,000	\$ 7,200,000	-
Common Street Pedetrian Improvements	\$ 700,000	\$ 700,000	-
Feasibility & Conceptual Design - Dry Comal Creek Trail	\$ 485,584	\$ 485,584	-
<b>Totals</b>	<b>\$ 20,313,566</b>	<b>\$ 16,796,727</b>	<b>\$ 3,516,839</b>

## 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.



**7/17/2025**

Agenda Item No. A)

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**PRESENTER:**

Jared Werner, Assistant City Manager

**SUBJECT:**

Public hearing, discussion, and possible action approving a Third Amendment to the Contract between the New Braunfels Economic Development Corporation (NBEDC) and HD Supply Facilities Maintenance, Ltd., to modify the percentage of sales taxes rebated and extend the existing contract term, pursuant to Section 501.101 of the Texas Local Government Code.

**DEPARTMENT:** Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** 4**BACKGROUND INFORMATION:**

In January 2005, The Home Depot Supply, Inc. entered into a Performance Agreement with the NBEDC (formerly the NBIDC) which promised creation of 120 jobs within the first year of operation in New Braunfels and increasing to 343 jobs after ten years. In December 2006, the parties amended the contract to increase the number of jobs required after ten years to 390 and to revise the company's name to HD Supply Facilities Maintenance, Ltd. In December 2016, the agreement automatically renewed for an additional ten years and the NBEDC planned to continue rebating sales tax until December 2026. The parties again amended the agreement a second time in 2020. The amendment allowed the NBEDC to assume a portion of the City's sales tax rebate obligation for the City to launch and fund a COVID-19 Small Business Resource Grant Program to assist a multitude of community small business during the pandemic.

In addition to the new positions created and located in New Braunfels, another significant benefit to the arrangement was the sourcing of all the company's Texas-based transactions to New Braunfels. This resulted in a substantial amount of sales tax accruing to the City and NBEDC, of which the parties agreed to a sales tax sharing arrangement. The City and NBEDC agreed to rebate fifty percent (50%) of the total sales tax collected to HD Supply during the agreement's terms.

In late 2021, HD supply, after being acquired by The Home Depot, made some business model modifications that resulted in sales taxes no longer being sourced to the New Braunfels location. This change abated certain obligations of both parties- principally the rebate of collected sales tax- via a contract second amendment. The agreement and rebate have been dormant since. However, recent conversations with the Company indicated a potential opportunity to implement internal process changes which would allow for most of the intrastate sales to be sourced to the New Braunfels center. As such, the parties agree that a Third Amendment is required to reactivate the agreement.

The Third Amendment includes:

- Extending the Contract to December 5, 2036
- Increase of the NBEDC sales tax rebate from 50% to 100% which allows for the City's general fund rebate to be decreased from 50% to 33.3%
  - o Reducing the City's rebate obligation results in additional sales tax proceeds for the City's

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General Fund to enhance overall City services

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**ISSUE:**

HD Supply's recent business process changes now allow for sales to be sourced to New Braunfels and a Third Amendment is required to reactivate and extend a prior agreement between the parties.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

The NBEDC has appropriate reserves and revenue to forgo the sales taxes collected due to the agreement. The NBEDC is forgoing the collection of revenue, as opposed to making a direct expenditure. By increasing its rebate amount to 100%, the NBEDC assists the City fulfill the terms of the agreement, which is to rebate 50% of the sales tax collected. This reduces the rebate from the City's general fund from 50% to 33.3%.

**RECOMMENDATION:**

Staff recommends approval of the Third Amendment to the Contract between the NBEDC and HD Supply Facilities Maintenance, Ltd.

**THIRD AMENDMENT TO THE**  
**CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT**  
**CORPORATION AND HD SUPPLY FACILITIES MAINTENANCE, LTD.**

This Third Amendment is made by and between the New Braunfels Economic Development Corporation, a non-profit corporation of the State of Texas, hereinafter referred to “EDC”, and HD Supply Facilities Maintenance, Ltd., a division of The Home Depot, duly authorized to transact business in Texas (“Company”), acting by and through its officers:

W I T N E S S E T H:

WHEREAS, on January 31, 2005, The Home Depot Supply, Inc. entered into a Performance Agreement with the NBEDC (formerly the NBIDC) (“Contract”) that promised creation of 120 jobs in the first year of operation of its facility in New Braunfels at 1511 E. Common St., and 343 jobs by the end of the tenth year of operation (Exhibit A); and

WHEREAS, on December 5, 2006, the Contract was amended to increase the number of jobs from 343 to 390, it included the Extended Rebate Period provision, and changed the name of the Company from The Home Depot Supply, Inc. to HD Supply Facilities Maintenance, Ltd. (Exhibit B); and

WHEREAS, the Contract, as amended, was automatically renewed by its terms from December 5, 2016 for an additional ten years with the NBEDC continuing to rebate to the Company its share of sales tax until December 5, 2026; and

WHEREAS, by the First Amendment executed in 2020 (Exhibit C), the New Braunfels Economic Development Corporation assumed a portion of the City’s obligation to Company under the original contract so that the City of New Braunfels could launch and fund a COVID-19 Small Business Resource Grant Program, as a source of capital for New Braunfels small businesses that experienced significant business interruptions due to the COVID-19 pandemic; and

WHEREAS, the Second Amendment to the Contract executed in 2021 (Exhibit D), resulted from business process changes that no longer allowed for intrastate sales to be sourced to the New Braunfels customer contact center, abated certain obligations of the parties until the agreement terminates by its terms on December 5, 2026, or the parties mutually agree in writing to cease the abatement, whichever occurs first.

WHEREAS, the parties have each fully performed all of their respective obligations pursuant to the Contract, as amended, through the date of this Second Amendment; and

WHEREAS, the Company has now implemented additional changes that will allow a majority of the Company’s intrastate sales to be sourced to the New Braunfels customer control center once again; and

WHEREAS, the Company has requested to cease the abatement in accordance with the Second Amendment to the Contract. In addition, the Company has requested an extension of the agreement for an additional ten-year period, expiring on December 5, 2036; and

WHEREAS, the CITY has also proposed that the EDC assume a portion of the City's obligation, which will result in additional sales tax proceeds for the City's General Fund for enhancing overall CITY services.

NOW, THEREFORE, in consideration of the payment of \$10.00 and other good and valuable consideration including without limitation the foregoing recitals and of their respective covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, EDC and Company agree as follows:

THIRD AMENDMENT:

1. The following amendments are incorporated into and made part of the original agreement (Exhibit A) and all amendments thereto. By this amendment, the parties agree to cease the abatement which went into effect on December 1, 2021.
  - The Terms section of the document, item (4) recognizes the updated expiration date of December 5, 2036 as described above.
  - The Terms section of the document, item (3) will be amended to Increase the EDC rebate from 50% to 100%, which allows for the City rebate to be decreased from 50% to 33.3%
2. Except as modified by this amendment, the Contract, as amended, and previously extended through December 5, 2026, and all other terms, covenants, conditions, and agreements contained therein not modified above shall in all respects remain unchanged and continue in full force and effect.
3. To the extent there exists a conflict or ambiguity among the provisions of the Third Amendment and the provisions of the original contract, First Amendment and Second Amendment, the provisions of the Third Amendment shall control.

IN WITNESS WHEREOF, this amendment is executed in multiple original counterparts, but being one and the same instrument, effective as of the \_\_\_\_ day of \_\_\_\_\_ 2025.

CITY OF NEW BRAUNFELS ECONOMIC  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Shane Hines, *President*

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry Hammonds, *Corporate Secretary*

\_\_\_\_\_  
Valeria Acevedo, *City Attorney*

HD SUPPLY FACILITIES MAINTENANCE,  
LTD., a Florida limited partnership

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT A

STATE OF TEXAS  
COUNTY OF COMAL

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### **AGREEMENT BY AND BETWEEN THE NEW BRAUNFELS INDUSTRIAL DEVELOPMENT CORPORATION AND THE HOME DEPOT SUPPLY, INC.**

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#### Authority

This Agreement is made under the authority of TX CIV ST Art. 5190.6.

#### Parties

This Agreement is made and entered into by and between The Home Depot Supply, Inc., a Texas Corporation, duly authorized to transact business in Texas ("Home Depot") and the New Braunfels Industrial Development Corporation, a Non-Profit Corporation of the State of Texas, ("IDC") , and shall be effective when duly executed by signature of the authorized representatives of both Home Depot and IDC ("Effective Date")

#### Preamble

WHEREAS, City of New Braunfels has previously determined that the creation of a Neighborhood Empowerment Zone would promote an increase in economic development in the zone; and

WHEREAS, the City of New Braunfels by Resolution No.2004-R73 has designated a certain area within the City's jurisdiction as Neighborhood Empowerment Zone ("NEZ") as authorized by the Texas Local Government Code, Chapter 378, section 378.002 and represents to Home Depot that its proposed customer contact center will be located in the NEZ; and

WHEREAS, the City of New Braunfels has previously found that the creation of the Neighborhood Empowerment Zone benefits and is for the public purpose of increasing the public health, safety, and welfare of the persons of the City of New Braunfels;

WHEREAS, the parties agree that each will benefit by Home Depot's customer contact center being located the previously created Neighborhood Empowerment Zone; and

Home Depot Supply 4B Contract FINAL

WHEREAS, IDC believes that The Home Depot Supply, Inc. will have a positive economic effect on the City of New Braunfels;

NOW THEREFORE, in view of the above and foregoing, and in consideration of the mutual agreements herein contained, Home Depot and IDC hereby agree as follows

### Terms

In consideration for the mutual promises and covenants given and the mutual benefits received, which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Home Depot agrees to establish a customer contact center located at 1511 E. Common Street, New Braunfels, Texas 78133, as more particularly described on Exhibit "A" attached hereto ("Project Location") that will employ 120 people by the end of the first year of operation and will employ at least 343 people by the end of the tenth year of operation.
2. Home Depot agrees that it will provide IDC, on a monthly basis, a copy of any financial report that Home Depot will submit to the Comptroller of the State of Texas ("Comptroller") relating to Home Depot's remission of sales taxes collected in the City of New Braunfels as a result of the operation of the customer contact center described in Paragraph 1. above (the "Report"). Additionally, Home Depot hereby consents to the State of Texas releasing these monthly reported figures along with any State audit adjustments to IDC, and IDC hereby consents to keep this information "Confidential" in accordance with the Texas Tax Code, including, without limitation, Section 151.027 and to the extent allowed by law.
3. IDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the City of New Braunfels from the Comptroller which is verifiably connected to Home Depot's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").
4. IDC agrees that it will continue the Rebate for a period of ten years ("Rebate Period"), commencing on the date IDC first receives sales tax revenue from the Comptroller relating to the activities covered by this Agreement, or on April 1, 2006, whichever occurs earlier ("Commencement Date").
5. Default and Recapture:
  - a. This Agreement may be terminated if Home Depot refuses, fails or neglects to substantially comply with any of the terms of this Agreement or if any representation made by Home Depot is false or misleading in

Home Depot Supply 4B Contract FINAL

any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by IDC to Home Depot.

- b. If IDC terminates this Agreement as a result of Home Depot's default as set out in Paragraph 5a. above, the Rebate will be immediately abolished and sales tax will be due for the entire tax year in which termination occurred and no rebate shall accrue for all tax years thereafter.
- c. If during the term of this Agreement, Home Depot should discontinue substantially all of its customer contact center operations described in Paragraph 1 above, then IDC shall have the right to recapture sales taxes for the entire tax year in which such discontinuance occurs and terminate this Agreement.
- d. In the event of termination, a bill for the total amounts due will be sent to Home Depot, and Home Depot agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalty and interest will accrue if Home Depot fails to timely pay the bill. Nothing in this Agreement shall preclude Home Depot from disputing the bill.

6. Miscellaneous

- a. Assignment. Home Depot may assign this Agreement without IDC's written consent however any such assignment shall not relieve Home Depot of its obligations under this Agreement. IDC may only assign this Agreement with Home Depot's express written consent.
- b. Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person, by fax or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to IDC or Home Depot at the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

Home Depot: Mr. Ross Tanner  
Director, Real Estate & Support Services  
The Home Depot Supply, Inc.  
10641 Scripps Summit Court  
San Diego, California 92131

Fax: (858) 831-2458

Home Depot Supply 4B Contract FINAL

With a copy to:

John S. Torigian, Esq.  
Krell & Torigian  
1600 Smith Street, Suite 3885  
Houston, Texas 77002

Fax: (713) 951-7611

IDC

Mr. Matthew Harrison, President  
New Braunfels Industrial Development  
Corporation  
P.O. Box 311747  
New Braunfels, Texas 78131-1747

Fax: (830) 608-2109

Either party may designate a different address or fax number by giving the other party written notice.

- c. Binding Agreement. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- d. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- e. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The State of Texas shall have jurisdiction over this Agreement and the parties hereto, and venue of any legal action filed by either IDC or Home Depot shall be in Comal County, Texas.
- f. Severability. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

- g. Execution. IDC executes this Agreement by and through its President, Matthew Harrison. Home Depot executes this Agreement by and through its President, Lewis Klessel. The parties further agree that this Agreement may be executed in multiple counterparts, each of which shall be considered an original.

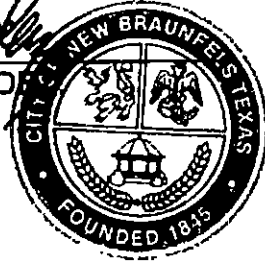
**NEW BRAUNFELS INDUSTRIAL  
DEVELOPMENT CORPORATION:**

January 31, 2004  
DATE

Matthew Harrison  
PRESIDENT: MATTHEW HARRISON

ATTEST

Michael A. Resende  
MICHAEL A. RESENDE  
CITY SECRETARY



**THE HOME DEPOT SUPPLY, INC:**

March 25, 2004  
DATE

Lewis Klessel  
PRESIDENT: LEWIS KLESSSEL

## EXHIBIT "A"

9.040 acres (393,780 sq. ft.) of land located in the City of New Braunfels, Comal County, Texas, and being out of the Henry Foster Survey No. 34, Abstract No. 154, Comal County, Texas, and being 7.616 acres out of a 31.695 acre tract of land as conveyed by Deed of Gift from Bruno Voges, ET UX to Mildred Bartels, ET AL., executed on April 1, 1982, and recorded in Volume 325, Pages 869-871 of the Deed Records of Comal County, Texas, and being 0.359 of an acre of land out of an 1.596 acre tract as conveyed by Deed of Gift from Bruno Voges ET UX to Mildred Voges Bartels executed on July 29, 1968 and recorded in Volume 164, Pages 464-465 of the Deed Records of Comal County, Texas, and being 0.638 of an acre of land out of a 2.128 acre tract as conveyed by Deed of Gift from Bruno Voges ET UX to Jerome B. Voges, executed on July 24, 1968 and recorded in Volume 164, Pages 570-571 of the Deed Records of Comal County, Texas, and also being 0.427 of an acre of land out of an 1.596 acre tract as conveyed by Deed of Gift from Bruno Voges ET UX to Jerald Dean Voges, executed on July 29, 1968 and recorded in Volume 164, Pages 527-528 of the Deed Records of Comal County, Texas, said 9.040 acres (393,780 sq. ft.) of land being more particularly described as follows

Beginning at a found 1/2" iron pin in the Northwest Right of Way Line of Common Street and being the Southernmost corner of a 1.254 acre tract as recorded in Document No. 9606013930 of the Official Public Records of Comal County, Texas, and being the following courses from a set 1/2" iron pin with plastic cap at the cutback point in the Northwest Right of Way Line of Common Street:

NORTH 51 deg. 17' 57" East, (all bearings in this description are referenced to Grid North of the Texas Coordinate System, Zone 4204, NAD 83 (93), a distance of 151.30 feet to a set 1/2" iron pin with plastic cap being an angle point, North 55 deg. 30' 21" East, a distance of 425.47 feet and North 56 deg. 16' 14" East, a distance of 21.28 feet to said 1/2" iron pin,

Thence, the following courses along the Southeast line of this parcel and the Northwest Right of Way Line of Common Street:  
(1) SOUTH 56 deg. 16' 14" West, a distance of 21.28 feet to a set 1/2" iron pin with plastic cap being an angle point; and  
(2) SOUTH 55 deg. 30' 21" West, a distance of 323.59 feet to a set

1/2" iron pin with plastic cap being the Southernmost corner of this parcel;

Thence,

(3) NORTH 33 deg. 49' 53" West, a distance of 757.79 feet along the Southwest line of this parcel to a set 1/2" iron pin with plastic cap being the Westernmost corner of this parcel;

Thence,

(4) NORTH 56 deg. 10' 07" East, a distance of 666.74 feet along the Northwest line of this parcel to a set 1/2" iron pin with plastic cap being the Northernmost corner of this parcel;

Thence,

(5) SOUTH 44 deg. 18' 03" East, a distance of 400.00 feet along the Northeast line of this parcel to a found 1/2" iron pin being the Easternmost corner of this parcel and being the Westernmost corner of LOT 1, NORTHEAST SUBDIVISION as recorded in Volume 11, Page 145 of the Map and Plat Records of Comal County, Texas;

Thence, the following courses along the Southeast line of this parcel and said 31.695 acre tract and the Northwest line of a 1.194 acre tract as recorded in Volume 941, Pages 481-483 of the Official Public Records of Comal County, Texas and TRACT ONE and TRACT TWO as recorded in Document No. 9606013930 of the Official Public Records of Comal County, Texas:

(6) SOUTH 59 deg. 34' 18" West, a distance of 41.13 feet to a set 1/2" iron pin with plastic cap being an angle point;  
(7) SOUTH 58 deg. 52' 23" West, a distance of 224.48 feet to a set 1/2" iron pin with plastic cap being an angle point; and  
(8) SOUTH 58 deg. 48' 44" West, a distance of 150.13 feet to a found 1/2" iron pin being the interior corner of this parcel and said 31.695 acre tract and the Westernmost corner of said TRACT ONE;

Thence,

(9) SOUTH 36 deg. 56' 25" East, a distance of 381.26 feet along the Northeast line of this parcel and said 31.695 acre tract and the Southwest line of said TRACT ONE to a found 1/2" iron pin being the POINT OF BEGINNING and containing 9.040 acres (393,780 sq. ft.) of land.

## **EXHIBIT B**

STATE OF TEXAS  
COUNTY OF COMAL

§  
§

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### **AGREEMENT BY AND BETWEEN THE NEW BRAUNFELS INDUSTRIAL DEVELOPMENT CORPORATION AND HD SUPPLY FACILITIES MAINTENANCE, LTD.**

---

#### **Authority**

This Agreement is made under the authority of TX CIV ST Art. 5190.6 and other related economic development statutes.

#### **Parties**

This Agreement is made and entered into by and between HD Supply Facilities Maintenance, Ltd. (now known as Hughes MRO, Ltd.), a Florida limited partnership, duly authorized to transact business in Texas ("Home Depot") and the New Braunfels Industrial Development Corporation, a Non-Profit Corporation of the State of Texas ("IDC"), and shall be effective when duly executed by signature of the authorized representatives of both Home Depot and IDC ("Effective Date").

#### **Preamble**

WHEREAS, City of New Braunfels has previously determined that the creation of a Neighborhood Empowerment Zone ("NEZ") would promote an increase in economic development in the zone; and

WHEREAS, the IDC has authorized its President to enter into an agreement with HD Supply Facilities Maintenance, Ltd. to increase an existing call center at the Project Location (described below) located in the NEZ, which new project it is estimated will create at least 47 new permanent jobs over and above the previous 343 jobs Home Depot committed when the facility is fully operational (the "Project"), and will promote state and local economic development and stimulate business and commercial activity in New Braunfels; and

WHEREAS, IDC believes that HD Supply Facilities Maintenance, Ltd. will have a positive economic effect on the City of New Braunfels;

NOW THEREFORE, in view of the above and foregoing, and in consideration of the



mutual agreements herein contained, Home Depot and IDC hereby agree as follows:

### **Terms**

In consideration for the mutual promises and covenants given and the mutual benefits received, which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Home Depot agrees to increase by 47 the number of permanent jobs at its customer contact center located at 1511 E. Common Street, New Braunfels, Texas 78133 ("Project Location") from the current commitment of 343 to a new commitment of at least 390 people by the end of the tenth year of operation.
2. Home Depot agrees that it will provide IDC, on a monthly basis, a copy of any financial report that Home Depot will submit to the Comptroller of the State of Texas ("Comptroller") relating to Home Depot's remission of sales taxes collected in the City of New Braunfels as a result of the operation of the customer contact center described in Paragraph 1. above (the "Report"). Additionally, Home Depot hereby consents to the State of Texas releasing these monthly reported figures along with any State audit adjustments to IDC, and IDC hereby consents to keep this information "Confidential" in accordance with the Texas Tax Code, including, without limitation, Section 151.027 and to the extent allowed by law.
3. IDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the City of New Braunfels from the Comptroller which is verifiably connected to Home Depot's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").
4. IDC agrees that it will continue the Rebate for a period of ten years ("Rebate Period"), commencing on the date IDC first receives sales tax revenue from the Comptroller relating to the activities covered by this Agreement, or on April 1, 2007, whichever occurs earlier ("Commencement Date"). Notwithstanding the foregoing, if the amount of sales tax revenue generated by this Agreement should exceed \$5 million during the Rebate Period, such Rebate Period shall be automatically extended for an additional ten (10) year period without further action by either party ("Extended Rebate Period"). However, should the state legislature enact future legislation which would limit the duration of the Extended Rebate Period, then such Extended Rebate Period shall be automatically modified by such legislation as applicable without further action by either party. However, in no event shall the initial Rebate Period be subject to any such modification.
5. Default and Recapture:

- a. This Agreement may be terminated if Home Depot refuses, fails or neglects to substantially comply with any of the terms of this Agreement or, if any representation made by Home Depot is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by IDC to Home Depot.
- b. If IDC terminates this Agreement as a result of Home Depot's default as set out in Paragraph 5a. above, the Rebate will be immediately abolished and sales tax will be due for the entire tax year in which termination occurred and no rebate shall accrue for all tax years thereafter.
- c. If during the term of this Agreement, Home Depot should discontinue substantially all of its customer contact center operations described in Paragraph 1 above, then IDC shall have the right to recapture sales taxes for the entire tax year in which such discontinuance occurs and terminate this Agreement.
- d. In the event of termination, a bill for the total amounts due will be sent to Home Depot, and Home Depot agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalty and interest will accrue if Home Depot fails to timely pay the bill. Nothing in this Agreement shall preclude Home Depot from disputing the bill.

6. Miscellaneous

- a. Assignment. Home Depot may assign this Agreement without IDC's written consent however any such assignment shall not relieve Home Depot of its obligations under this Agreement. IDC may only assign this Agreement with Home Depot's express written consent.
- b. Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person, by fax or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to IDC or Home Depot at the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

Home Depot: Mr. Ross Tanner  
Director, Real Estate & Support Services  
HD Supply Facilities Maintenance, Ltd.  
10641 Scripps Summit Court  
San Diego, California 92131

Fax: (858) 831-2458

With a copy to:

John S. Torigian, Esq.  
Krell & Torigian  
1600 Smith Street, Suite 3885  
Houston, Texas 77002

Fax: (713) 951-7611

IDC Mr. Matthew Harrison  
President  
New Braunfels Industrial Development  
Corporation  
P.O. Box 311747  
New Braunfels, Texas 78131-1747

Fax: (830) 608-2109

Either party may designate a different address or fax number by giving the other party written notice.

- c. Binding Agreement. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- d. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- e. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The State of Texas shall have jurisdiction over this Agreement and the parties hereto, and venue of

any legal action filed by either IDC or Home Depot shall be in Comal County, Texas.

- f. Severability. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- g. Execution. IDC executes this Agreement by and through its President, Matthew Harrison. Home Depot executes this Agreement by and through its Vice President of Facilities Maintenance/MRO, Brett A. Brown. The parties further agree that this Agreement may be executed in multiple counterparts, each of which shall be considered an original.

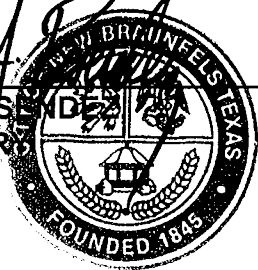
NEW BRAUNFELS INDUSTRIAL  
DEVELOPMENT CORPORATION:

December 1, 2006  
DATE

Matthew Harrison  
PRESIDENT: MATTHEW HARRISON

ATTEST:

Michael A. Resendez  
MICHAEL A. RESENDEZ  
CITY SECRETARY



HD SUPPLY FACILITIES  
MAINTENANCE, LTD. (now known as  
Hughes MRO, Ltd.):

HUGHES MRO, LTD.:

By: HD Supply GP & Management,  
Inc., its General Partner

By: Brett Brown  
Brett Brown  
Vice President, Facilities  
Maintenance/MRO

Date: 12/5, 2006

## EXHIBIT C

### FIRST AMENDMENT TO THE CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION AND HD SUPPLY FACILITIES MAINTENANCE, LTD.

This First Amendment is made by and between the New Braunfels Economic Development Corporation, a non-profit corporation of the State of Texas, formerly known as the New Braunfels Industrial Development Corporation, hereinafter referred to "EDC", and HD Supply Facilities Maintenance, Ltd., a Florida limited partnership, duly authorized to transact business in Texas ("Company"), acting by and through its officers:

#### WITNESSETH:

#### I.

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

WHEREAS, the global pandemic brought about by COVID-19 has resulted in federal, state and local emergency actions that have resulted in significant economic hardship for local businesses; and

WHEREAS, mandatory business closings, social distancing restrictions, and business occupancy restrictions have led to significant business interruptions and decreased revenue for local small businesses; and

WHEREAS, the original contract was entered into between the above named parties and executed on the 5<sup>th</sup> of December, 2006; and

WHEREAS, the original Contract was renewed for an additional ten years in 2015 and will continue to be in effect through December 2026; and

WHEREAS, by this Amendment to the original contract, the EDC will assume a portion of the obligation of the City of New Braunfels to Company under the original contract for fiscal years 2020 and 2021, and the EDC will enable the City of New Braunfels to fund the proposed COVID-19 Small Business Resource Grant Program; and

WHEREAS, the proposed COVID-19 Small Business Resource Grant Program will serve as a source of capital for New Braunfels small businesses that experienced significant business interruptions due to the COVID-19 pandemic.

NOW, THEREFORE, in consideration of the foregoing and of their respective covenants and agreements set forth herein, EDC and Company agree as follows:

#### AMENDMENT:

#### II.

1. Section 3 of the Contract is hereby deleted and replaced with the following:

For fiscal years 2020 and 2021, EDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, one-hundred percent (100%) of the sales tax revenue received by the EDC via the City of New Braunfels from the Comptroller which is verifiably connected to Company's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").

For fiscal years 2022 through the end of this Contract, EDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the EDC via the City of New Braunfels from the Comptroller which is verifiably connected to Company's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").

2. All references to New Braunfels Industrial Development Corporation and IDC are hereby deleted and replaced with New Braunfels Economic Development Corporation and EDC respectively.

3. Except as modified by this Amendment, the Contract as previously extended through December 2026 and all terms, covenants, conditions and agreements contained therein are hereby in all respects ratified, confirmed and approved, and shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed in multiple original counterparts, but being one and the same instrument, effective as of the 8 day of August 2020.

CITY OF NEW BRAUNFELS ECONOMIC  
DEVELOPMENT CORPORATION

By: Kathy A. Meurin  
Kathy A. Meurin (Aug 11, 2021 15:56 CDT)  
~~Neal Linnartz, President~~

Kathy Meurin

ATTEST:

APPROVED AS TO FORM:

James B. Poage  
James B. Poage (Aug 17, 2021 16:40 CDT)

Jim Poage, Corporate Secretary

Valeria M. Acevedo

Valeria Acevedo, City Attorney

HD Supply GP & Management, Inc.

By: [Signature]  
Chief Financial Officer



## **EXHIBIT D**

### **SECOND AMENDMENT TO THE CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION AND HD SUPPLY FACILITIES MAINTENANCE, LTD.**

This Second Amendment is made by and between the New Braunfels Economic Development Corporation, a non-profit corporation of the State of Texas, hereinafter referred to "EDC", and HD Supply Facilities Maintenance, Ltd., a Florida limited partnership, duly authorized to transact business in Texas ("Company"), acting by and through its officers:

#### **WITNESSETH:**

WHEREAS, on January 31, 2005, The Home Depot Supply, Inc. entered into a Performance Agreement with the NBEDC (formerly the NBIDC) ("Contract") that promised creation of 120 jobs in the first year of operation of its facility in New Braunfels at 1511 E. Common St., and 343 jobs by the end of the tenth year of operation (Exhibit A); and

WHEREAS, on December 5, 2006, the Contract was amended to increase the number of jobs from 343 to 390, it included the Extended Rebate Period provision, and changed the name of the Company from The Home Depot Supply, Inc. to HD Supply Facilities Maintenance, Ltd. (Exhibit B); and

WHEREAS, the Contract, as amended, was automatically renewed by its terms from December 5, 2016 for an additional ten years with the EDC continuing to rebate to the Company its share of sales tax until December 5, 2026; and

WHEREAS, by the First Amendment executed in 2020 (Exhibit C), the New Braunfels Economic Development Corporation assumed a portion of the City's obligation to Company under the original contract so that the City of New Braunfels could launch and fund a COVID-19 Small Business Resource Grant Program, as a source of capital for New Braunfels small businesses that experienced significant business interruptions due to the COVID-19 pandemic; and

WHEREAS, the parties have each fully performed all of their respective obligations pursuant to the Contract, as amended, through the date of this Second Amendment; and

WHEREAS, the Company has indicated that their business processes may change, effective February 1<sup>st</sup>, 2022, in such a way that intrastate sales may no longer be sourced to the New Braunfels customer control center; and

WHEREAS, given the Company's decision, the Company has offered to abate the sales tax sharing agreement effective December 1, 2021, for the EDC's financial benefit in advance of the Company's change in business process; and

WHEREAS, the parties now seek to enter into a Second Amendment to the Contract agreement, as amended, which will abate certain obligations of the parties until the agreement terminates by its terms on December 5, 2026, or until the parties mutually agree in writing to cease the abatement, whichever occurs first.

NOW, THEREFORE, in consideration of the payment of \$10.00 and other good and valuable consideration including without limitation the foregoing recitals and of the respective covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, EDC and Company agree as follows:

SECOND AMENDMENT:

1. The following amendments are incorporated into and made part of the original agreement (Exhibit A) and all amendments thereto. By this amendment, the parties agree to abate all obligations by either party effective December 1, 2021, SAVE AND EXCEPT for the EDC's obligation to pay the Rebate to the Company earned through December 1, 2021, when it is received from the Comptroller subsequently. Without limiting the scope of the abatement, the parties agree to abate paragraphs 3 and 4 of the Contract until the Contract terminates on December 5, 2026, or until the parties mutually agree by written agreement to resume their respective obligations, whichever occurs sooner. All obligations by either party are hereby abated effective December 1, 2021, including, without limitation the following EDC obligations:
  3. EDC agrees that it will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the City of New Braunfels from the Comptroller which is verifiably connected to Home Depot's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").
  4. EDC agrees that it will continue the Rebate for a period of ten years ("Rebate Period"), commencing on the date EDC first receives sales tax revenue from the Comptroller relating to the activities covered by this Agreement, or on April 1, 2007, whichever occurs earlier (Commencement Date"). Notwithstanding the foregoing, if the amount of sales tax revenue generated by this Agreement should exceed \$5 million during the Rebate Period, such Rebate Period shall be automatically extended for an additional ten (10) year period without further action by either party ("Extended Rebate Period"). However, should the state legislature enact future legislation which would limit the duration of the Extended Rebate Period, then such Extended Rebate Period shall be automatically modified by such legislation as applicable without further action by either party. However, in no event shall the initial Rebate Period be subject to any such modification.
2. Except as modified by this amendment, the Contract, as amended, and previously extended through December 5, 2026, and all terms, covenants, conditions, and agreements contained therein not modified above shall in all respects remain unchanged and continue in full force and effect.



IN WITNESS WHEREOF, this amendment is executed in multiple original counterparts, but being one and the same instrument, effective as of the \_\_\_\_ day of \_\_\_\_\_ 2022.

CITY OF NEW BRAUNFELS ECONOMIC  
DEVELOPMENT CORPORATION

By: Kathy A. Meurin  
Kathy A. Meurin (Mar 13, 2022 11:04 CDT)  
Kathy Meurin, *President*

ATTEST:

James B. Poage  
James B. Poage (Mar 19, 2022 12:24 CDT)  
Jim Poage, *Corporate Secretary*

APPROVED AS TO FORM:

Valeria M. Acevedo  
Valeria Acevedo, *City Attorney*

HD SUPPLY FACILITIES MAINTENANCE,  
LTD., a Florida limited partnership.

By: 

Name: \_\_Brad Paulsen\_\_

Title: \_\_President\_\_

7/17/2025

Agenda Item No. B)

---

**PRESENTER:**

Michele Boggs, SVP Economic Development, New Braunfels Chamber of Commerce  
Jordan Matney, Deputy City Manager

**SUBJECT:**

Public hearing, discussion, and possible action approving an economic development incentive, of up to \$950,000 to Lefko USA, Inc., pursuant to Section 501.101 of the Texas Local Government Code.

**DEPARTMENT:** Economic and Community Development

**COUNCIL DISTRICTS IMPACTED:** 4

**BACKGROUND INFORMATION:**

Lefko Plastics started in 1957 and was established in 1974, first operating in concrete and plastic and now exclusively dedicated to custom plastic blow molding. A team of over 100 employees help support the production of blow-molded components as well as completely assembled, market-ready products. Lefko Plastics is headquartered in Magog (Quebec) Canada and is actively pursuing an expansion project of Lefko USA, Inc. into the United States. This expanded location would be a new custom blow-molded plastic parts, components, and products manufacturing facility which will serve customers in Mexico and Southern United States. The company has existing customers in these markets in which it currently serves from its location in Canada.

**ISSUE:**

Lefko Plastics is requesting an economic development incentive from the New Braunfels Economic Development Corporation to assist with the expansion location in New Braunfels.

The proposed incentive of \$950,000 is to be delivered over a three (3) year period. The proposed terms would include:

- \$450,000 (payment 1 of 3) estimated by December 31, 2026
  - once the company receives their Certificate of Occupancy;
  - and demonstrates at least \$4M of investment in buildings, real property improvements, machinery and equipment, and business personal property
- \$250,000 (payment 2 of 3) issued within 30 days of January 1, 2028
  - with continued occupancy of the facility;
  - at least 20 FTEs with an average payroll of \$62,000/employee;
  - and a minimum taxable value of \$6M in in business personal property, machinery and equipment, and tenant improvements
- \$250,000 (payment 3 of 3) issued within 30 days of January 1, 2030
  - with continued occupancy of the facility;
  - at least 50 FTEs with average cumulative payroll of \$62,000/employee;
  - and a minimum taxable value of at least \$10.0M in business personal property, machinery and equipment, and tenant improvements

---

The company would be required to complete annual compliance audits. After the January 2030 payment, the company is required to:

- employ at least 100 FTEs with average cumulative payroll of \$62,000/employee;
- and a minimum taxable value of at least \$10.0M in business personal property, machinery and equipment, and tenant improvements until the contract ceases (Year 10).

For each \$500,000 per year that Company is below the Cumulative Investment obligation as set out above, Lefko will remit to the EDC \$2,000 within 30 days of EDC's request for repayment. For each qualified employee position per year that Company is below the Employment obligation set forth above, Lefko will remit to EDC \$2,000 within 30 days of EDC's request for repayment.

Security, Compliance, and Repayment provisions will be outlined in the proposed contract.

If approved, the New Braunfels City Council will consider action in August 2025.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

The project will return a net fiscal benefit to all local taxing entities of between \$1.34M to \$1.8M over the project's first 10 years. The project estimates between a 7%-9% annual rate of return to the City of New Braunfels.

The proposed incentive of \$950,000 is to be delivered over a three (3) year period.

**RECOMMENDATION:**

Staff recommends approval of the incentive to Lefko USA, Inc.

**CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT  
CORPORATION AND LEFKO USA INC.**

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THE STATE OF TEXAS                   §  
  §    KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF COMAL                   §

THIS CONTRACTUAL AGREEMENT, is made and entered into by and between the New Braunfels Economic Development Corporation, a Non-Profit Corporation of the State of Texas, hereinafter referred to as "**EDC**", acting by and through its duly authorized officers, and Lefko USA Inc., hereinafter referred to as "**Company**", a Delaware corporation with its principal office located at 1700 Boul. Industriel, Magog, Quebec J1X 4V9, Canada, and its principal place of business located at the Facility (as defined below), acting by and through its officers.

W I T N E S S E T H:

WHEREAS, under the authority granted to the EDC by Texas Local Government Code §501.101, EDC recommended this project for approval on July 17, 2025, and the New Braunfels City Council approved it with Resolution XXXX on MONTH DAY, YEAR; and

WHEREAS, the incentives are offered by the EDC in consideration of the COMPANY fulfilling performance requirements including guaranteed minimum taxable value at its New Braunfels facility and the creation and retention of primary jobs at a minimum annual wage. Said terms and conditions are further described below.

WHEREAS, the Company proposes the development of a new blow-molded plastic manufacturing facility, with associated job creation, in a facility to be leased by the Company at 2617 Goodwin Lane, in New Braunfels, Texas (the "**Facility**").

Now, therefore, EDC and Company agree as follows:

AGREEMENT

I.       COMPANY’S OBLIGATIONS

**A. Initial Investment**

1. The Company shall occupy and receive certificate of occupancy at Facility by December 31, 2026.
2. Company shall demonstrate to EDC’s reasonable satisfaction an investment of at least

\$4 million in buildings and other real property improvements, machinery and equipment, and business personal property as of December 31, 2026.

## **B. Employment**

### **1. Number of Qualified Employees**

The Company must have a “rolling average” of Qualified Employees with an average annual Wage of at least \$62,000 per Qualified Employee by the dates set out below:

As of:	Minimum Average Number of Qualified Employees
1 January 2028	20
1 January 2029	50
1 January 2030 and continuing through Term of this Agreement	100

### **2. Average Annual Wage**

To avoid any recapture of the incentives provided hereunder, the Company must demonstrate an Average Annual Wage of at least \$62,000 during each year of this Agreement. For purposes hereof, “**Average Wage**” shall be the quotient of (a) the total Wages paid during a calendar year to a group of Qualified Employees at the Project equal to the Minimum Average Number of Qualified Employees specified above for such calendar year, *divided* by (b) the Minimum Average Number of Qualified Employees specified above for such calendar year. In determining the Average Wage, the Company may (a) exclude positions that exceed the Minimum Average Number of Qualified Employees, and (b) include in such calculations single positions held by more than one person during a given calendar year (for example, an individual employee working in January that ceases employment with the Company and is replaced by another employee in July who works through the end of the year) so long as no overlapping periods are included in the computation of Wages.

### **3. Certification**

- a. Affidavit. To demonstrate satisfaction with the Employment requirement the Company must submit an affidavit in March of each year beginning in 2026 certifying the actual number of Qualified Employees, Aggregate Annual Wages paid as of the end of the preceding calendar year (i.e., the first such certification will be for the number of Qualified Employees as of December 31, 2026), and the Average Wage during such preceding calendar year. Notwithstanding the foregoing, Company shall not be required to disclose confidential personnel information regarding individual employees or their compensation.

- b. Audit. Company shall permit EDC to audit Company's employment records for each year the Company is required to perform, subject to a notification of 30 days prior to requested access of employment records; provided, however, that the EDC's access to the employment records shall be limited to what those records necessary to verify compliance and the EDC shall treat all such records as confidential information for all purposes including the Texas Public Information Act as applicable and subject to applicable law. For the purposes of this audit provision and the enforcement of any provision of this Agreement, the City of New Braunfels employees shall serve as the EDC's agent, pursuant to that Agreement between the City and the EDC.

#### 4. Definitions

- a. **"Qualified Employee"** shall mean a full-time employee at the Facility by the Company or its Affiliate, or Temp for Hire (defined below) who works a minimum of thirty (30) hours per week at the Project (i.e., annual scheduled hours of at least 1500), and who qualifies for benefits commonly associated with full time employment, including but not limited to healthcare, paid and unpaid leave benefits, and or eligible to participate in Company's qualified retirement plan.
- b. **"Rolling average"** shall be determined as of a given date by taking the actual number of Qualified Employees as of such date and adding such number to the actual number of Qualified Employees on the date one year prior, and then dividing such sum by two.
- c. **"Wage"** is defined as the gross wages paid to an employee, excluding employer-paid fringe benefits (such as the employer paid portion of health insurance premiums, life insurance, meal discounts, discounted or free childcare, 401k match, etc.) but including the employee-elective benefits paid out of the gross wages (such as the employee paid portion of health insurance premiums, employee contributions to health savings accounts and cafeteria plans and 401k contributions made by employees).
- d. **"Temp for Hire"** shall mean an employee engaged by the Company on a non-permanent basis through a third-party staffing agency, with a) the explicit intent of evaluating the individual for potential permanent employment with the Company or b) when the Company determines that a temporary increase in staffing levels are needed to fulfill production, seasonal or some non-routine or unforeseen increase in orders received by the Company.

#### C. Cumulative Investment

Beginning 1 January 2027 and continuing each year through the term of this Agreement, Company must make, and demonstrate to EDC's reasonable satisfaction that Company has made, at Facility cumulative investments in leasehold improvements, machinery and equipment and business personal property there located, in accordance with the following schedule:

<b>Beginning of Year</b>	<b>Cumulative Investment</b>
2027	\$4,000,000
2028	\$6,000,000
2029	\$8,000,000
2030	\$10,000,000

## II. INCENTIVES

In consideration of the Company meeting the above outlined performance obligations, EDC shall grant Company the following incentives:

- A. Upon EDC's determination that Company has complied with the requirements of sections IA and III of this Agreement, EDC shall pay Company \$450,000.
- B. Within 30 days of January 1, 2028, and upon EDC's determination that Company has complied with the obligations in sections IB and IC, EDC shall pay to Company \$250,000 pursuant to the terms of this Agreement.
- C. Within 30 days of January 1, 2029, and upon EDC's determination that Company has complied with the obligations in sections IB and IC, EDC shall pay to Company \$250,000 pursuant to the terms of this Agreement.

## III. SECURITY

Prior to the EDC's payment of the Land Acquisition Grant, the Company shall provide security for its repayment obligations in the form of an irrevocable letter of credit in the initial amount of \$450,000 that shall remain in effect for a period of five years from the date of the first disbursement of funds from the EDC to Company made pursuant to this Agreement. Such letter of credit may be drawn upon by the EDC in the event the Company fails to meet any performance requirement outlined in this Agreement. Before making demand on the letter of credit, the EDC agrees to submit a demand for payment to the Company. If the Company does not make the demanded payment to the EDC within sixty (60) days following written demand for such payment, the EDC may draw upon the letter of credit, notwithstanding the foregoing.

## IV. REPAYMENT

- A. For each \$500,000 per year that Company is below the Cumulative Investment

obligation as set out in Section IC, Company shall remit to EDC \$2,000 within 30 days of EDC's request for repayment.

- B. For each qualified employee position per year that Company is below the Employment obligation set forth in Section IB, Company shall remit to EDC \$2,000 within 30 days of EDC's request for repayment.
- C. In no event, may the aforementioned amounts repaid by the Company to the EDC exceed the value of the incentives actually received by the Company from the EDC.

## V. NONDISCRIMINATION

In the performance of this contract, Company shall not discriminate against any person because of the person's race, color, religion, national origin, sex, disability or ancestry. Proven breach of this covenant may be regarded as a material breach of the contract causing its termination.

## VI. UNDOCUMENTED WORKERS

Chapter 2264 of the Texas Government Code requires Company to certify that Company will agree not to knowingly employ any undocumented workers during the term of the Agreement. If Company is convicted of a violation under 8 U.S.C. Section 1324a(f), Company shall repay the amount of the financial incentives it has received from EDC with six percent (6%) interest, at the rate and according to the other terms provided by an agreement under Section 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies Company of the violation. If convicted, Company shall repay the amount of all financial incentives for the year(s) in which the violation occurred.

## VII. ASSIGNMENT

This Agreement cannot be assigned by Company without the prior written consent of the City, which consent may not be unreasonably denied, delayed, conditioned or withheld (it being understood that reasonable reasons for the City to deny such consent include, without limitation, the lack of financial viability of the assignee, the business reputation of the assignee, the assignee's engaging in a type of business that would reflect poorly on the City, the assignee's lack of compliance with City ordinances and laws). Notwithstanding the foregoing, Company may assign this Agreement (in whole or in part), without the prior written consent of the City to any Affiliate of Company (currently existing or later formed), provided that such assignee assumes the obligations and liabilities of Company in writing in a form reasonably approved by the City.



## VIII. NOTICE

All communications between EDC and Company shall be addressed to the President of the New Braunfels Economic Development Corporation, c/o City of New Braunfels, 550 Landa Street, New Braunfels, Texas 78130, with a copy being sent to the City Manager at the same address.

Any communication to Company shall be addressed to Lefko USA Inc., c/o Jean-Francois Migneault, Vice-President of Operations, Lefko Plastic Products Inc., 1700 Boul. Industriel, Magog, Quebec J1X 4V9, Canada

## IX. SEVERABILITY

It is understood and agreed that in the event any provision of this contract is inconsistent with requirements of law, the requirements of law will control and the parties shall revert to their respective positions, which would otherwise be enjoyed or occupied by the respective parties for the terms of this contract. In addition, if the Company notifies the EDC that it is unable to satisfy any deadline provided in this Agreement due to adverse economic conditions, the EDC agrees to meet with the Company to better understand the impact of those adverse economic conditions on the Company and consider making good faith adjustments to the terms of this Agreement to address the impacts of such adverse economic conditions upon the Company

## X. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto execute this agreement in duplicate originals on this \_\_\_\_ day of August, 2025.

NEW BRAUNFELS ECONOMIC  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Shane Hines, *President*

NEW BRAUNFELS ECONOMIC  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Larry Hammonds, *Secretary*

IN WITNESS WHEREOF, the parties hereto execute this agreement in duplicate originals on this \_\_\_\_ day of August, 2025.

LEFKO USA INC.

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

Its: \_\_\_\_\_

STATE OF TEXAS                    §  
COUNTY OF COMAL            §

On this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as the act of LEFKO USA INC as its \_\_\_\_\_, for the purposes and consideration therein expressed.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

**7/17/2025**

Agenda Item No. C)

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**PRESENTER:**

Jonathan Packer, CEO, New Braunfels Chamber of Commerce

**SUBJECT:**

Public hearing, discussion, and possible action approving an additional project expenditure of up to \$3,800,000, to Alamo Colleges District - Northeast Lakeview College for a primary job training facility and career center, pursuant to Sections 501.101 and 501.105 of the Texas Local Government Code

**DEPARTMENT:** Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** 2 & 4 - with benefits Citywide**BACKGROUND INFORMATION:**

Alamo Colleges' Northeast Lakeview College (NLC) has operated an extension location at the Central Texas Technology Center since the Fall 2023 semester. During this first semester, 125 students were enrolled in 10 courses. Significant enrollment growth has occurred and for the Spring 2025 semester, 400 students are enrolled in 25 courses. Since 2023, NLC has invested operationally by funding marketing, infrastructure, rebranding, and technology improvements; and with personnel investments by hiring a DPS Officer, Lab Technician, Academic Programs Specialist, College Services Coordinator, Faculty, Admin Support Specialists, Advisors, and a Director. Total NLC investments at the Central Texas Technology Center surpass \$1M. The present location is at capacity and the educational and training needs of the community are still in high demand.

NLC has invested \$13.6M to acquire a 58,000+ square foot commercial building at the corner of Old FM 306 and Sundance Parkway and anticipates opening doors for classes in the Fall of 2026. NLC also has the adjacent 2.2 acres under contract for future facility expansion. NLC's plans are to expand course offerings and enrollment potential to include construction management, engineering technology, and logistics and supply chain management and to relocate the allied health, natural sciences, and information technology programs. To accommodate and prepare the space for these eventual offerings, NLC will need to upgrade the facilities at an approximate cost of \$8 million.

The New Braunfels Economic Development Corporation approved a grant of \$1,200,000 to help assist with the expansion project at its May 15, 2025 meeting. NLC has recently indicated that its design team unanimously recommends a single-phase comprehensive remodel. This approach offers significant economic savings and the strongest strategic advantage for its students, faculty, staff, and community partners. Benefits of a single-phase approach include cost efficiency, minimized disruptions, operational simplicity and accreditation alignment and an improved student experience and marketing clarity. The NBEDC received a presentation about this single-phase approach at its June 24, 2025 meeting.

If approved, New Braunfels City Council will consider action in August.

**ISSUE:**

NLC at New Braunfels is planning an expansion and relocation from the Central Texas Technology Center. Funding is being requested to help support this transition as a single-phased approach.

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**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

Graduates of the college programs are expected to earn a combined \$48 million annually, averaging about \$82,000 per worker across 589 direct jobs. These workers will support a broader economic impact of \$281 million in total output, including 443 additional indirect and induced jobs. Total annual workers' earnings are estimated at \$68 million, and the total value added to the economy is \$169 million.

The NBEDC has appropriate reserves to fund this project request. Any funding levels can be modeled to demonstrate the impacts to the NBEDC's reserve levels and expense commitments.

**RECOMMENDATION:**

Staff recommends approval of the additional project expenditure to Northeast Lakeview College for the expansion and relocation project.



# Northeast Lakeview College New Braunfels Campus

Supporting the Educational Needs of the Greater New Braunfels Region

Dr. Veronica Garcia

June 24, 2025

267 Acre Campus  
Universal City | Live Oak  
Loop 1604 & Kitty Hawk Road



ALAMO COLLEGES DISTRICT  
Northeast Lakeview College

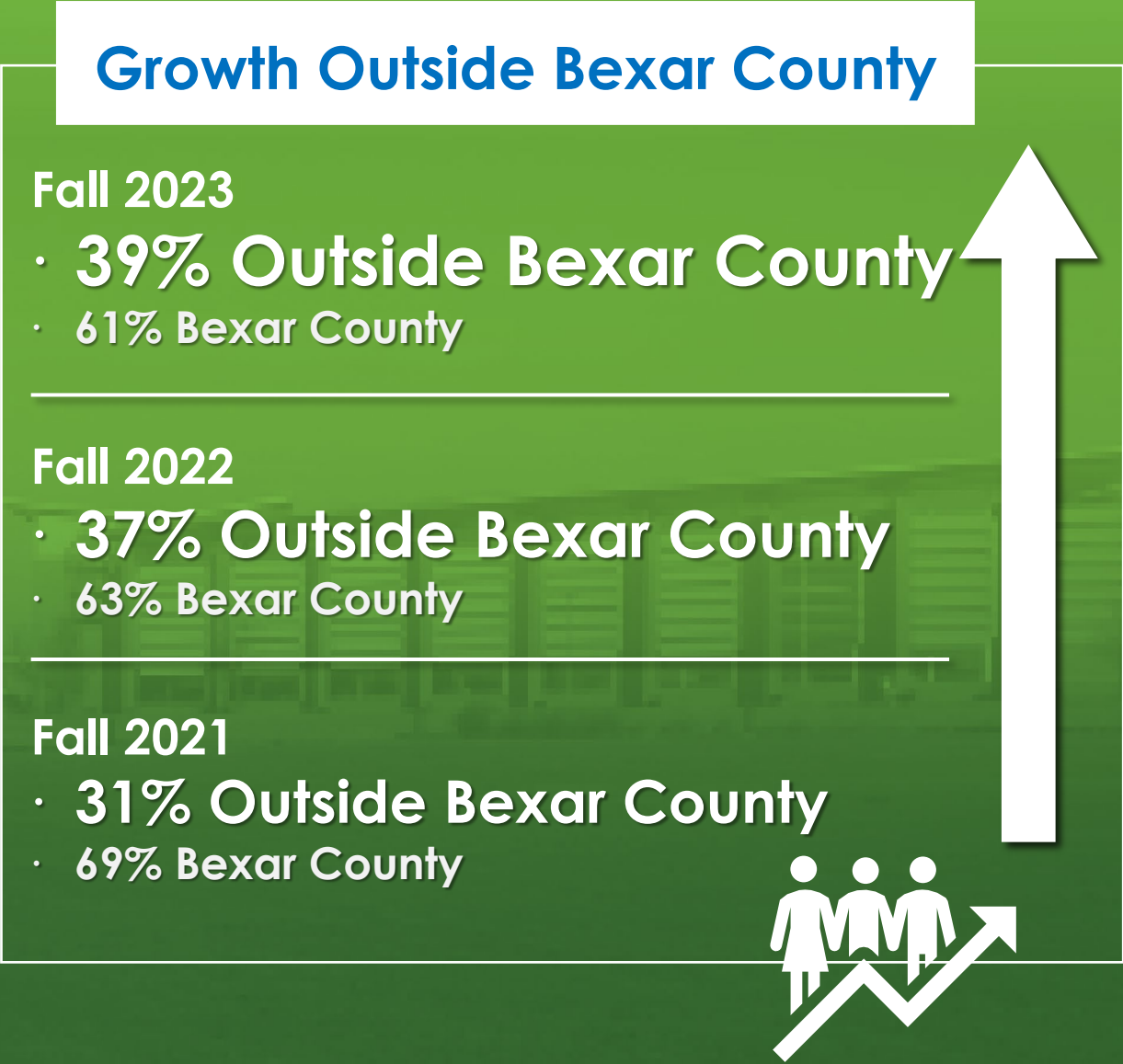


ALAMO  
COLLEGES  
DISTRICT





County	2020	2040 Projection	% Increase 2020-40
Atascosa	48,981	57,374	17.1%
Bandera	20,851	21,701	4.1%
Bexar	2,009,324	2,599,727	29.4%
<b>Comal</b>	<b>161,501</b>	<b>315,640</b>	<b>95.4%</b>
<b>Guadalupe</b>	<b>172,706</b>	<b>268,305</b>	<b>55.4%</b>
Kendall	44,279	70,896	60.1%
Kerr	52,598	58,870	11.9%
Wilson	49,753	61,941	24.5%
<b>TOTAL:</b>	<b>2,559,993</b>	<b>3,454,454</b>	<b>34.9%</b>





ALAMO COLLEGES DISTRICT  
Northeast Lakeview College



# NLC New Braunfels – Estimated Opening Fall 2026

2049 Sundance Parkway, New Braunfels, Texas 78130 | Old FM 306 & Sundance Parkway



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Northeast Lakeview College



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Future  
Expansion

# Planning for Growth

Securing additional 4.22 acres | Total NLC at New Braunfels Site: 10.7 acres



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Northeast Lakeview College



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524





# Review Single Phase Comprehensive Remodel Approach



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Northeast Lakeview College



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53 5



# Key Benefits: Single-Phase Approach

- \$1.2-1.5M construction cost savings through a single-phase model
- Minimized Disruptions
- Unified accreditation pathway with reduced regulatory risk
- Enhanced student experience
- Marketing clarity
- Strengthened community presence through a single grand opening



ALAMO COLLEGES DISTRICT  
Northeast Lakeview College



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# Key Programs

- **Allied Health**
  - Nursing Lab
- **Natural Sciences\***
  - Biology Labs (2)
  - Chemistry Lab
- **Construction Management**
  - Commercial/Residential Electrician Lab
- **Engineering Technology**
  - Engineering Lab
- **Information Technology**
  - Cyber Defense
  - Network Administration
- **Logistics & Supply Chain Mgmt.**



# Student Services & Facility Updates

- **Welcome Center**
  - Advising Services
  - Testing Center
- **Student Learning Resources**
  - Library Services
  - Tutoring/Computer Lab
  - Study Spaces
- **Facilities**
  - Academic Classrooms
  - Faculty/Staff Spaces
  - Student Commons Area
  - Lab Supplies/Equipment
  - Exterior & Interior Signage

**Projected enrollment of 1,178 students by 2030**



ALAMO COLLEGES DISTRICT  
Northeast Lakeview College



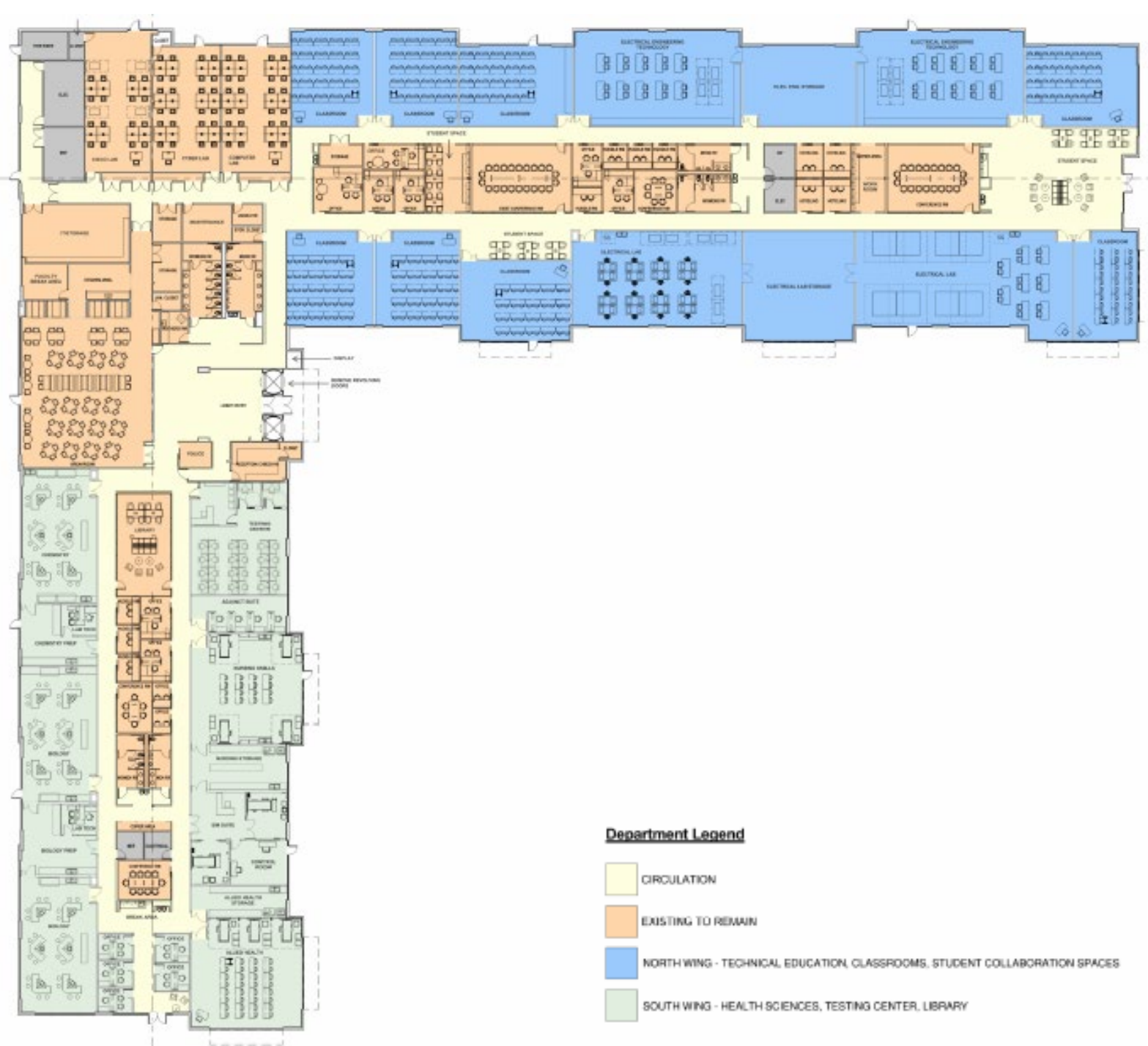
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# Funding Overview: Single-Phase Remodel

- **Total NC Project Cost: 9M**
  - \$7M (single-phase remodel)+  
\$2M (land)
- **Current Resources:** \$4M cash on hand for remodel-land acquisition
- **Funding:** EDC recommended \$1.2M for *phase 1* of a multi-phase project
- **Funding Gap:** Actively seeking additional **\$3.8M** to fully fund a single-phase remodel



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# Questions?



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Northeast Lakeview College



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Award Recipient  
2024-2018





# Appendix



ALAMO COLLEGES DISTRICT  
Northeast Lakeview College



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Malcolm Baldrige  
National Quality Award

Award Recipient  
2024-2018



# Alamo Colleges District Service Area & Taxing District

## 5 Colleges:

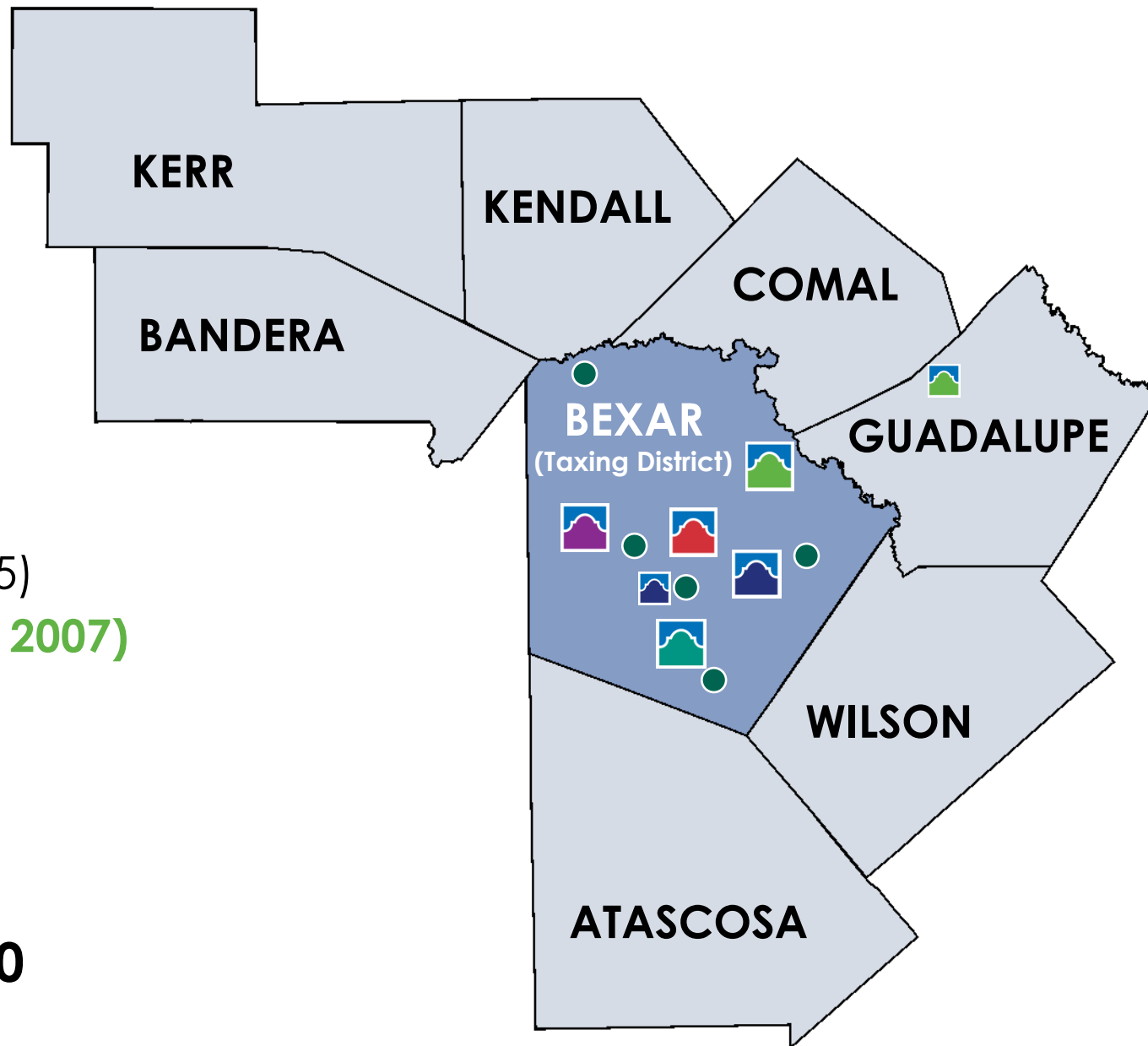
-  St. Philip's College (est. 1898)
-  San Antonio College (est. 1925)
-  Palo Alto College (est. 1985)
-  Northwest Vista College (est. 1995)
-  **Northeast Lakeview College (est. 2007)**

● 5 Education & Training Center

23 Early College High Schools

20 P-TECH High Schools

**Fall 2024 Total Enrollment: 79,000**



ALAMO COLLEGES DISTRICT  
Northeast Lakeview College



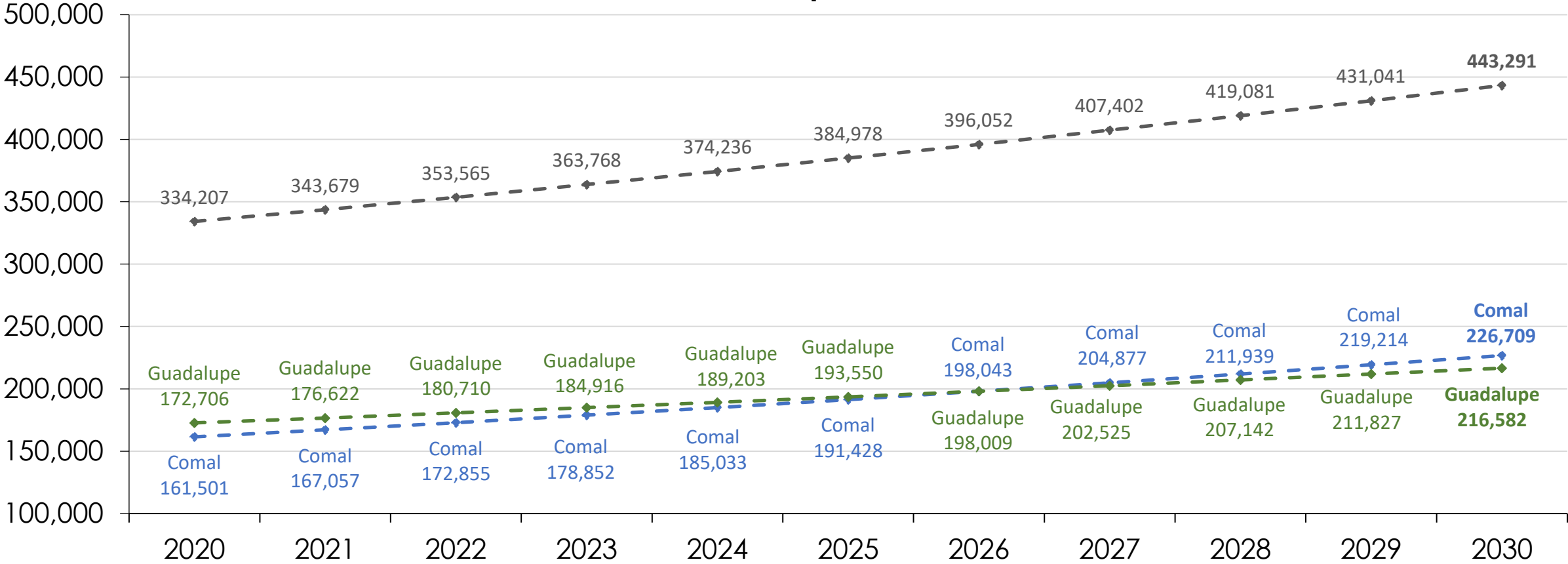
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59 |

# 2030 Projected County Population

## Comal and Guadalupe Counties



Texas Association of County, County Information Program



ALAMO COLLEGES DISTRICT  
Northeast Lakeview College

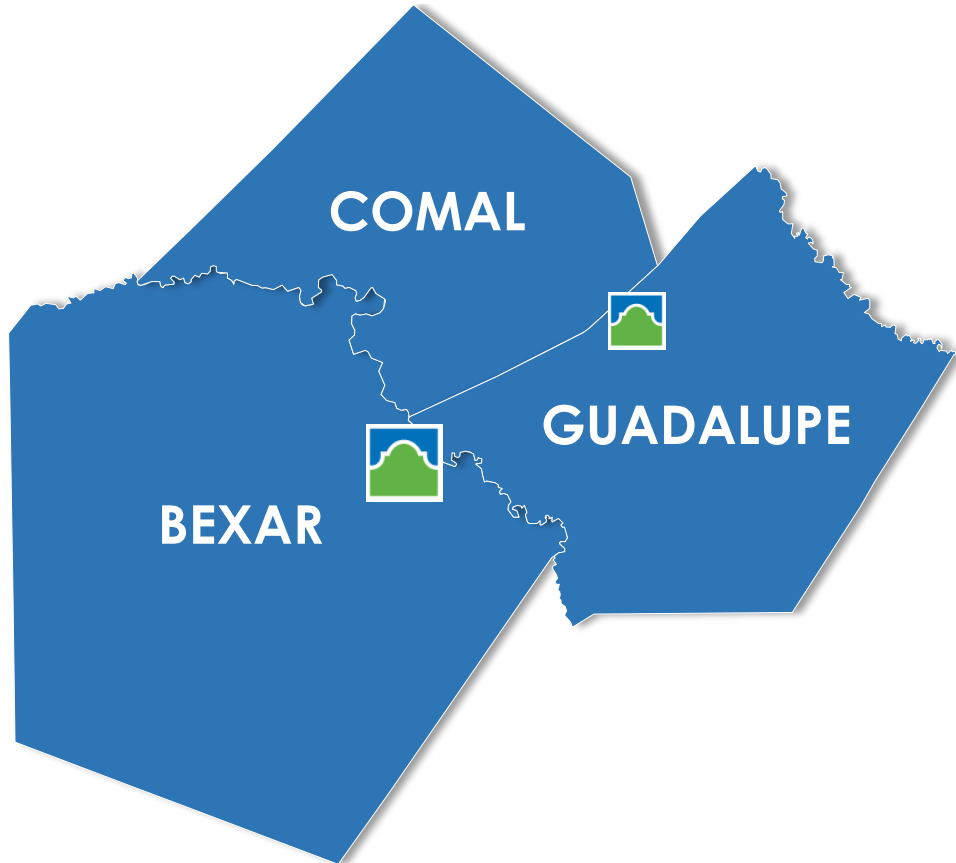


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# 2030 Growth Projection



	Comal County	Guadalupe County
<b>Projected Population 2030:</b>	<b>226,709</b>	<b>216,582</b>
Population 2023:	193,928	188,454
Population 2022:	184,749	182,702
<b>Population 2020:</b>	<b>163,659</b>	<b>173,697</b>
0 – 17 years:	26.3%	29.3%
18 – 64 years:	53.9%	55.6%
No degree; 25 years & over	7,203	12,244
High school; 25 years & over	25,441	34,539
Some college; 25 years & over	39,554	37,462
Median household income:	\$91,171	\$87,030
Persons in poverty:	6.9%	10.3%

Source: data.census.gov and census.gov/quickfacts



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Northeast Lakeview College

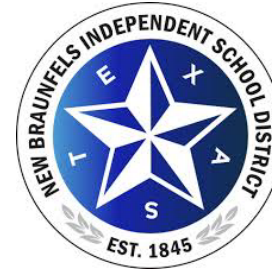


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# High School Dual Credit Program Growth



Other

Total

Fall 2024	438	499	91	1,045	208	287	2,568
Fall 2023	433	494	139	964	175	117	2,322
Fall 2022	416	542	-	680	167	126	1,931
	<b>Bexar County</b> (Fall 2024: 438) 1 High School	<b>Guadalupe County*</b> (Fall 2024: 590) 3 High Schools		<b>Comal County</b> (Fall 2024: 1,253) 8 High Schools		<b>Other</b> (Fall 2024: 287) 6 High School	



ALAMO COLLEGES DISTRICT  
Northeast Lakeview College



ALAMO COLLEGES DISTRICT



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# Memorial Early College High School & NLC Graduates – Class of 2024



## Early College *High Schools* Increase



**Memorial Early College High School**



**Judson Early College High School**



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Northeast Lakeview College



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2022-2024  
Degrees and Certificates  
Awarded

	Academic Years 2022-2024
Alamo Colleges District: (5 Colleges)	31,788
• Northeast Lakeview College	2,931   9.2%
• NLC Comal & Guadalupe County Students	762   26.0%





# NLC New Braunfels (CTTC) Investment

## Enrollment to Date:

- Fall 2023: 125 Students | 10 Courses
- Spring 2025: **400 Students** | 25 Courses



## Operational Investment to Date: \$562,000

- Technology: \$450,000
- Rebranding: \$12,000
- Infrastructure: \$90,000
- Marketing: \$10,000

## Personnel Investment to Date: \$515,500\*

- Director
- Senior Advisor
- Certified Advisor
- Adm. Support Spec.
- Faculty
- College Services Coord.
- Academic Program Spec.
- Lab Technician
- DPS Officer

\* Per academic year; salary/wages



ALAMO COLLEGES DISTRICT  
Northeast Lakeview College



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7/17/2025

Agenda Item No. D)

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**PRESENTER:**

Garry Ford, Director of Transportation and Capital Improvements

Jordan Matney, Deputy City Manager

**SUBJECT:**

Public hearing, discussion, and possible action approving a project expenditure, of up to \$240,000, to fund the Dry Comal Creek Floodplain Remapping Project, pursuant to Section 505.152 of the Texas Local Government Code.

**DEPARTMENT:** Economic and Community Development

**COUNCIL DISTRICTS IMPACTED:** 1, 3, 5, & 4

**BACKGROUND INFORMATION:**

The Dry Comal Creek (DCC) is a major waterway through New Braunfels and can be, at times, a major source of flooding. The DCC was last modeled and mapped in 2003 in the city limits and in 2005 upstream of the city limits. Outdated floodplains hinder development and hinder floodplain management as flood risks are uncertain.

The proposed DCC Remapping Project would aim to update the FEMA floodplain maps of the DCC and a portion of the Upper DCC and assist economic development opportunities within the DCC trail and the adjacent creek area. The route would start at the confluence of DCC and the Guadalupe River and end at the Soil Conservation Service Site Number 2 Reservoir in Comal County just outside city limits. The project is estimated to begin three months after securing funding and will incur approximately nine months and a final FEMA review. The anticipated benefits of this project are to (1) update floodplain maps with current data, (2) provide accurate information to assess/mitigate flood risks throughout the study area, and (3) help reduce cost hurdles for developers to undertake floodplain analyses before developing land.

This item was presented to the NBEDC at their May 15, 2025, workshop meeting. At the June 24, 2025, workshop, the NBEDC directed staff to advance this item for public hearing and possible action at the July 17, 2025 meeting.

If approved, the New Braunfels City Council will consider action in August 2025.

**ISSUE:**

Existing floodplain maps of the Dry Comal Creek are outdated - updating the FEMA maps will provide updated information in order to assess/mitigate flood risks and assist economic development opportunities within the DCC and in the adjacent land.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**

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The NBEDC has appropriate reserves to fund this project. The not to exceed amount of \$240,000 includes a 20% contingency.

**RECOMMENDATION:**

Staff recommends approval of the project expenditure to fund the Dry Comal Creek Remapping Project

July 8, 2025

Carly L. Farmer, PE, CFM  
Assistant City Engineer  
City of New Braunfels  
550 Landa Street  
New Braunfels, TX 78130

Re: Dry Comal Creek PMR

Dear Ms. Farmer,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional engineering services to the City of New Braunfels (City) to update the effective Federal Emergency Management Agency (FEMA) floodplain mapping along Dry Comal Creek and Upper Dry Comal Creek, and submit a Physical Map Revision (PMR) application for FEMA's approval. The purpose of this project is to update the FEMA effective floodplain mapping along Dry Comal Creek and a portion of Upper Dry Comal Creek, from the confluence of Dry Comal Creek and Guadalupe River to the Soil Conservation Service (SCS) Site Number 2 Reservoir, using the best available hydrologic and hydraulic (H&H) models, and incorporate National Oceanic and Atmospheric Administration (NOAA) Atlas 14 rainfall. A project location map is provided in **Figure 1**. The detailed scope of work (SOW) can be viewed in **Attachment A**.

#### TIME OF COMPLETION

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the detailed schedule included as **Attachment C**.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

#### DELIVERABLES

- Project report in .doc and .pdf formats
- HEC-HMS and HEC-RAS models
- FEMA MT-2 forms
- GIS submittal: floodway, 100-year and 500-year floodplain delineations, Annotated FIRMs, Hydraulic Workmap, and all relevant shapefiles.

#### COMPENSATION

FNI will provide these services based on the rate schedule included as **Attachment CO**. These services shall be authorized for a maximum, not to exceed cost, of Two Hundred One Thousand Seventy Eight Dollars (\$201,078) in accordance with **Attachment B**. If FNI sees the Scope of Services changing so that Additional Services are needed, FNI will notify the City for OWNER's approval before proceeding.

Payment of the services shall be due and payable upon submission of a statement for services. Statements for services shall not be submitted more frequently than monthly.



Dry Comal Creek PMR

7/8/2025

Page 2 of 5

Sincerely,

Chris Trevino, PE, CCM

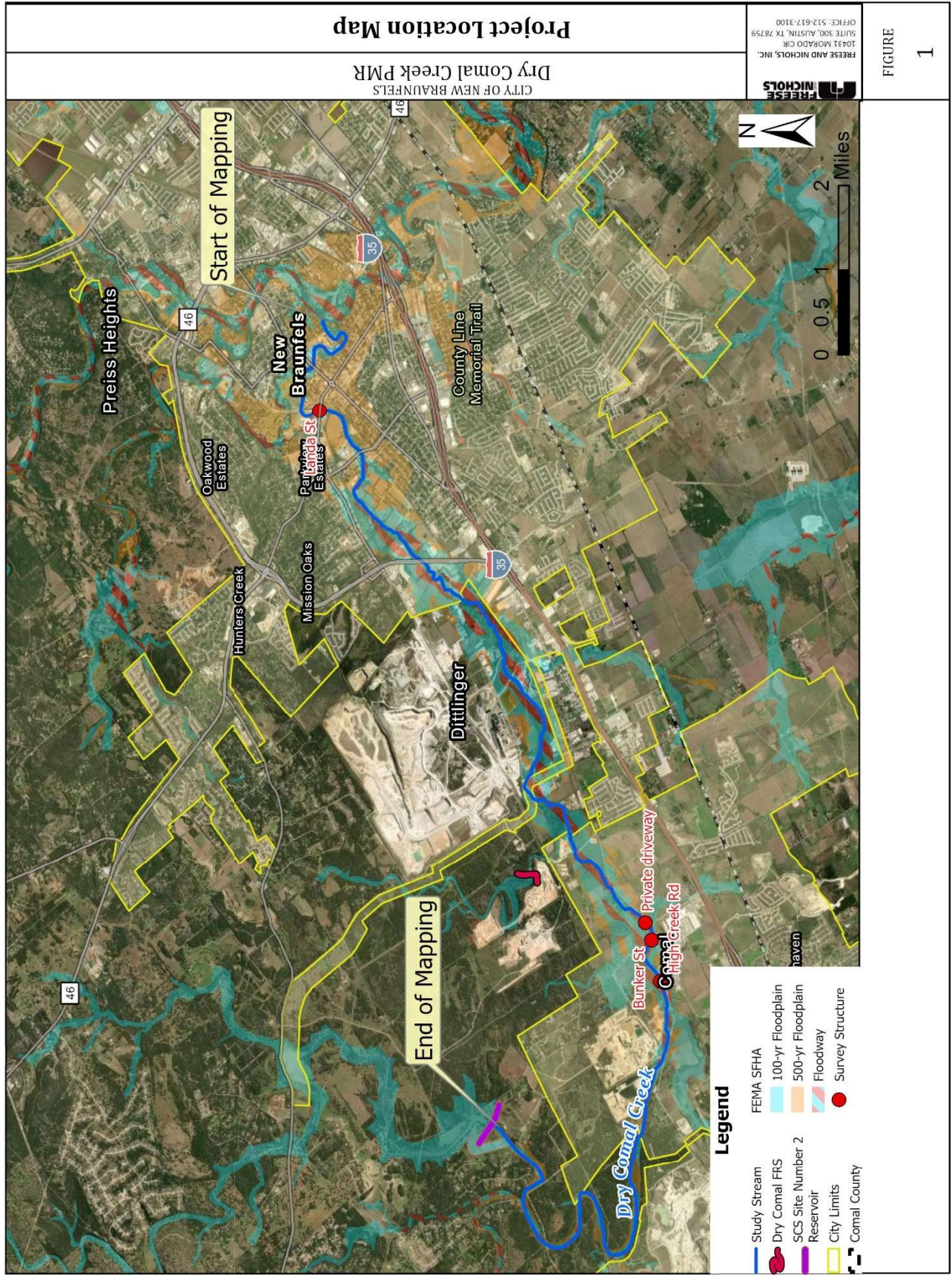
Central Texas Assistant Division Manager

cc:

Attachments:

- A: Scope of Work
- B: Fee
- C: Schedule
- CO: Compensation Rate
- D: Survey Proposal from Maestas & Associates, LLC (July 7, 2025)

DRAFT



## **ATTACHMENT A: Scope of Work**

### **TASK 1. Project Management**

Perform project coordination, including managing the schedule and quality control plan, and coordinating with the City throughout the duration of the project (approximately six months). Provide monthly status reports and invoices with backup documentation for the duration of the project.

### **TASK 2. Data Collection**

1. Topography: will use the same terrain applied in the New Braunfels Drainage Area Master Plan (DAMP) project and clip to the project location.
  - a. LiDAR datasets were obtained from TNRIS 2021 LiDAR and TNRIS 2019 LiDAR.
2. Best available HEC-RAS model for Dry Comal Creek from effective LOMR studies (13-06-2849P, 20-06-1144P, 23-06-2196P, and Town Creek LOMR), to be provided by the City.
3. FEMA effective HEC-RAS models for Dry Comal Creek and Upper Dry Comal Creek.
4. DAMP H&H models and existing land use data.
5. Texas General Land Office (GLO) Comal River-Guadalupe River HEC-HMS and HEC-RAS 2D models (completed October 2024).
6. FNI report and model from the Dry Comal Creek Flood Retarding Structure (dam) project along Dry Comal Creek Tributary 13.
7. Crossing structure data from construction as-builts, to be provided by the City.
8. Survey to be performed by a subconsultant. City will provide the right of entry (ROE) for survey. The detailed survey proposal provided by Maestas & Associates, LLC, dated July 7, 2025, is included in **Attachment D**. Survey deliverables include:
  - a. Digital LEGL and TOPO drawing files in AutoCAD format to include a prepared surface model.
  - b. Tree Table and surface xml/tin files.
  - c. Electronic copies of all field notes, pictures, and sketches prepared by the surveyor.

### **TASK 3. H&H Analysis and Floodplain Mapping**

1. Hydrology
  - a. FNI will review and utilize the HEC-HMS (version 4.10) model developed in the DAMP project. The HMS model incorporates NOAA Atlas 14 2-, 5-, 10-, 25-, 50-, 100- and 500-year frequency events rainfall, and includes the Dry Comal Creek Flood Retarding Structure (the dam) along Dry Comal Creek Tributary 13.
  - b. Only the existing land use conditions will be included in hydrologic analysis.
  - c. FNI will add depth-area analysis in the HMS model.
  - d. The DAMP hydrologic model assumes all quarries along Dry Comal Creek drain directly into Dry Comal Creek and do not account for any storage. This assumption will be maintained for this effort.
2. Hydraulics
  - a. FNI will coordinate with the City to obtain the best available HEC-RAS model from the effective LOMR studies.
  - b. FNI will utilize the best available model and update to the latest version of HEC-RAS (version 6.6 or newer). The model will include the Duplicate Effective, Corrected Effective, Existing Conditions, and Floodway plans.
  - c. FNI will perform the following updates to the best available model:
    - i. Update the best available HEC-RAS model to include the entire mapping extent using FEMA effective models for Dry Comal Creek and Upper Dry Comal Creek.



- ii. Update crossing structure inputs using construction as-builts, DAMP HEC-RAS model, survey data to be provided by a survey subconsultant, and survey data from the GLO study.
  - iii. Review the model and update the Existing Conditions cross-section geometries using the latest terrain data.
  - iv. Review and update the Existing Conditions Manning's n values based on aerial imagery if necessary.
  - v. Update the Existing Conditions plan to Atlas 14 flows.
  - vi. Develop floodway modeling.
- 3. Floodplain Mapping
  - a. FNI will develop the following mappings by exporting the floodplain boundary from RASMapper with minimal smoothing and cleanup. The final products will not be in the fully attributed FEMA geodatabase format.
    - i. Floodway mapping.
    - ii. 100-year floodplain mapping.
    - iii. 500-year floodplain mapping.
  - b. Tie-in locations
    - i. Downstream: at the confluence of Dry Comal Creek and Guadalupe River.
    - ii. Upstream: at a location just downstream of the Soil Conservation Service (SCS) Site Number 2 Reservoir.
    - iii. Tie-in with tributaries: the floodplain along Dry Comal Creek will tie-in with the effective floodplain at tributaries. Mapping for the tributaries is not included in this scope. It is assumed that certain tributaries may be remapped based on the existing flood profiles and model results if the Dry Comal Creek water surface elevations decrease at those confluences.

#### **TASK 4. PMR Submittal**

- 1. Project report documenting the hydrologic and hydraulics methodology and model results.
- 2. HEC-HMS and HEC-RAS models.
- 3. GIS submittal
  - a. Maps: five (5) annotated FIRM panels, and topographic workmap.
  - b. Shapefiles: floodplain delineations and relevant shapefiles required for PMR submittal (S\_FLD\_HAZ\_AR, S\_FLD\_HAZ\_LN, S\_LOMR, S\_XS, and S\_GEN\_STRUCT).
  - c. It is assumed that FEMA's contractor reviewer will prepare the final FIRM panels and incorporate shapefiles ((including attribution) into FEMA's geodatabases.
- 4. FEMA MT-2 forms. FNI assumes that the City of New Braunfels will pay the fee when we submit the review to FEMA, which is currently listed as \$8,000 (online) plus \$2,500 per FIRM panel on FEMA's website (total of \$20,500).
- 5. Address FEMA review comments on hydrology, hydraulics, and GIS submittal. It is assumed that there will be three (3) rounds of FEMA Review.

**Dry Comal Creek PMR**

Project Fee Summary		
Basic Services	\$	201,078
Special Services	\$	-
<b>Total Project</b>	<b>\$</b>	<b>201,078</b>

Task Description	Labor						Total Hours	Expenses		Subconsultants		Total
	PM	SA	QC	EIT	GIS	OA		FEMA PMR Fees (\$ FRMs)	Total Labor Effort	Maestros (Survey)	Total Sub Effort	
	\$193	\$297	\$219	\$170	\$139	\$182						
Project Management									\$ 23,575		\$ -	\$ 23,575
	4						4		\$ -		\$ -	\$ -
	3	1	1	2	1		8		\$ 772		\$ -	\$ 772
	3						5		\$ 1,574		\$ -	\$ 1,574
	32	8	8	32	16		96		\$ 919		\$ -	\$ 919
	9			6			15		\$ 17,968		\$ -	\$ 17,968
	36						36		\$ 2,757		\$ -	\$ 2,757
	36						36		\$ 6,948		\$ -	\$ 6,948
	16					8	24		\$ 4,544		\$ -	\$ 4,544
						8	8		\$ 1,456		\$ -	\$ 1,456
Data Collection	8			16			24		\$ -		\$ -	\$ -
	4						4		\$ 4,264		\$ -	\$ 4,264
									\$ 772	38,130	\$ 43,850	\$ 44,622
Hydrologic Analysis									\$ -		\$ -	\$ -
	8	2		16			26		\$ -		\$ -	\$ -
Export model results	4	2		16			22		\$ 4,858		\$ -	\$ 4,858
									\$ 4,086		\$ -	\$ 4,086
Hydraulic Analysis									\$ -		\$ -	\$ -
									\$ -		\$ -	\$ -
									\$ -		\$ -	\$ -
	2	2		8			12		\$ -		\$ -	\$ -
	4	2		16			22		\$ 2,340		\$ -	\$ 2,340
	6	2		32			40		\$ 4,086		\$ -	\$ 4,086
	2			6			8		\$ 7,192		\$ -	\$ 7,192
	6	2		16			24		\$ 1,406		\$ -	\$ 1,406
	4	2		8			18		\$ 4,472		\$ -	\$ 4,472
	2	2	4	8	8		20		\$ 3,602		\$ -	\$ 3,602
Floodplain mapping for the existing 100-yr and 500-yr Floodway mapping	2	2		2	4		10		\$ 3,452		\$ -	\$ 3,452
									\$ 1,876		\$ -	\$ 1,876
PMR/FEMA Coordination									\$ -		\$ -	\$ -
	8			16			24		\$ -		\$ -	\$ -
	8						16		\$ 4,264		\$ -	\$ 4,264
	16			40			56		\$ 2,904		\$ -	\$ 2,904
Prepare five (5) Annotated FRMs, topographic workmap, and GIS shapefiles	8			8			48		\$ 9,888		\$ -	\$ 9,888
	8				32		48		\$ -		\$ -	\$ -
	8	2	8	16	16		50		\$ 7,352		\$ -	\$ 7,352
									\$ 8,834		\$ -	\$ 8,834
FEMA Coordinator/Address FEMA comments (3 rounds)	24	2	6	4			6		\$ -		\$ -	\$ -
	2	3	6	48	36		117		\$ 4		\$ -	\$ 4
Total Hours / Quantity	229	32	27	326	113	16	743		20,500	\$ 38,130	\$ -	\$ 20,001
Total Effort	\$41,197	\$9,504	\$5,913	\$55,420	\$15,707	\$2,912			\$23,575	\$43,850	\$43,850	\$201,078

ATTACHMENT C. SCHEDULE

ID	Task Name	Task Mode	Duration	Start	Finish	Predecessors	Qtr 4, 2025	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1	<b>Notice To Proceed</b>		0 days	Mon 10/6/25	Mon 10/6/25		10/6								
2	<b>Task 1 - Project Management</b>		34 wks	Mon 10/6/25	Fri 5/29/26	1									
3	1.1 Project setup		1 wk	Mon 10/6/25	Fri 10/10/25	1									
4	1.2 kickoff meetings		1 wk	Mon 10/6/25	Fri 10/10/25	1									
5	<b>Task 2 - Data Collection</b>		1 wk	Mon 10/13/25	Fri 10/17/25	4									
6	2.1 Structure Survey		4 wks	Mon 10/6/25	Fri 10/31/25	1									
7	<b>Task 3 - H&amp;H Analysis and Floodplain Mapping</b>		65 days	Mon 10/20/25	Fri 1/16/26	5									
8	<b>3.1 Hydrology</b>		10 days	Mon 10/20/25	Fri 10/31/25	5									
9	3.1.1 Develop depth-area analysis		1 wk	Mon 10/20/25	Fri 10/24/25	4									
10	3.1.2 Export model results		1 wk	Mon 10/27/25	Fri 10/31/25	9									
11	<b>3.2 Hydraulics</b>		45 days	Mon 11/3/25	Fri 1/2/26	10									
12	3.2.1 Review Previous Studies		1 wk	Mon 11/3/25	Fri 11/7/25	10									
13	3.2.2 Update crossing structure inputs		1 wk	Mon 11/3/25	Fri 11/7/25	6									
14	3.2.3 Update cross-sections and Manning's n		1 wk	Mon 11/10/25	Fri 11/14/25	13									
15	3.2.4 Update to Atlas 14 flows		1 wk	Mon 11/17/25	Fri 11/21/25	14									
16	Thanksgiving Holiday		1 wk	Mon 11/24/25	Fri 11/28/25	15									
17	3.2.5 Develop Floodway Model		1 wk	Mon 12/1/25	Fri 12/5/25	16									
18	3.2.6 QC		1 wk	Mon 12/8/25	Fri 12/12/25	17									
19	3.2.7 Address comments		1 wk	Mon 12/15/25	Fri 12/19/25	18									
20	Christmas Holiday		2 wks	Mon 12/22/25	Fri 1/2/26	19									
21	<b>3.3 Mapping</b>		10 days	Mon 1/5/26	Fri 1/16/26										
22	3.3.1 Floodplain mapping		1 wk	Mon 1/5/26	Fri 1/9/26	20									
23	3.3.2 Floodway mapping		1 wk	Mon 1/12/26	Fri 1/16/26	22									
24	<b>Task 4 - PMR Submittal</b>		95 days	Mon 1/12/26	Fri 5/22/26										
25	4.1 Prepare Models for submission		1 wk	Mon 1/12/26	Fri 1/16/26	22									
26	4.2 Project report		1 wk	Mon 1/19/26	Fri 1/23/26	23									
27	4.3 FEMA MIT-2 Forms		1 wk	Mon 1/26/26	Fri 1/30/26	26									
28	4.4 Prepare GIS submittal		1 wk	Mon 1/26/26	Fri 1/30/26	26									
29	4.5 QC		1 wk	Mon 2/2/26	Fri 2/6/26	28									
30	4.6 Address QC comments		1 wk	Mon 2/9/26	Fri 2/13/26	29									
31	4.7 Submit for City's review		2 wks	Mon 2/16/26	Fri 2/27/26	30									
32	4.8 Address City's comments		2 wks	Mon 3/2/26	Fri 3/13/26	31									
33	4.9 Submit PMR for FEMA Review		1 wk	Mon 3/16/26	Fri 3/20/26	32									
34	4.10 FEMA Review (1st Round)		2 wks	Mon 3/23/26	Fri 4/3/26	33									
35	4.11 Address FEMA comments		1 wk	Mon 4/6/26	Fri 4/10/26	34									
36	4.12 FEMA Review (2nd Round)		2 wks	Mon 4/13/26	Fri 4/24/26	35									
37	4.13 Address FEMA comments		1 wk	Mon 4/27/26	Fri 5/1/26	36									
38	4.14 FEMA Review (3rd Round)		2 wks	Mon 5/4/26	Fri 5/15/26	37									
39	4.15 Address FEMA comments		1 wk	Mon 5/18/26	Fri 5/22/26	38									
40	<b>Final PMR Submittal</b>		1 wk	Mon 5/25/26	Fri 5/29/26	39									

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Slippage

Project: Schedule\_2022-05-04\_

Date: Mon 7/7/25

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	139
Professional 2	170
Professional 3	193
Professional 4	219
Professional 5	257
Professional 6	297
Construction Manager 1	120
Construction Manager 2	150
Construction Manager 3	163
Construction Manager 4	203
Construction Manager 5	245
Construction Manager 6	282
Construction Representative 1	108
Construction Representative 2	120
Construction Representative 3	150
Construction Representative 4	163
CAD Technician/Designer 1	118
CAD Technician/Designer 2	155
CAD Technician/Designer 3	189
Corporate Project Support 1	114
Corporate Project Support 2	137
Corporate Project Support 3	182
Intern / Coop	77

**Rates for In-House Services and Equipment**

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates	<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10	Pressure Data Logger (each)	\$500
	Large Format (per sq. ft.)		Water Quality Meter (per day)	\$100
	Bond	\$0.25	Microscope (each)	\$150
	Glossy / Mylar	\$0.75	Ultrasonic Thickness Guage (per day)	\$275
	Vinyl / Adhesive	\$1.50	Coating Inspection Kit (per day)	\$275
			Flushing / Cfactor (each)	\$500
	Mounting (per sq. ft.)	\$2.00	Backpack Electrofisher (each)	\$1,000
	Binding (per binding)	\$0.25		
			<u>Survey Grade</u>	<u>Standard</u>
			Drone (per day)	\$200 \$100
			GPS (per day)	\$150 \$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2025.**



July 7, 2025

Freese & Nichols, Inc.  
Liting Tao, P.E., CFM  
9601 McAllister Freeway, Suite 1008  
San Antonio, Texas 78216

**REF: Surveying and Subsurface Utility Engineering Services for the GBRA Sunfield Water Reclamation Facility Expansion**

Dear Ms. Tao:

Maestas & Associates LLC (Maestas) is pleased to provide Freese & Nichols, Inc (FNI) with this estimate for Surveying services for the City of New Braunfels Dry Comal Creek Structures Project. The base scope of work involves Maestas performing a topographic and improvement survey at four creek crossings located at High Creek Road, Bunker Street, a private road located on the Anderson Columbia Co property, and at Landa Street (Hwy 46) in Comal County, Texas.

**BASE SCOPE OF SURVEYING SERVICES:**

1. Records Research:
  - a. Using Comal County Appraisal District (CCAD) and Comal County Clerk websites, Maestas will gather ownership and deed information for the base drawing. Maestas will research existing plats, Right-of-Way (R.O.W.) maps, deeds, easements and perform a retracement survey to locate fence corners, monuments, iron pins, etc., to analyze and establish existing R.O.W.'s and boundary lines.
  - b. The preliminary base map will display any R.O.W.'s, easements, and boundaries along with record land ownership information and addresses as publicly available through CCAD.
2. Submit an 811 ticket to mark utilities within public rights-of-way.
3. Establish horizontal and vertical control at each site.
  - a. Horizontal control will be based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (2011).
  - b. Vertical control will be based on the closest NGS monument to each site. Differential levels will be run from the NGS monuments through all control points and benchmarks established at each site.
4. Perform a boundary and R.O.W. retracement and resolution survey for each site.
5. Perform a topographic, tree, and improvement survey at each site to include the following:
  - a. Cross sections will be taken at 50-foot stations and at all significant grade breaks in between sufficient to produce a surface model at 1-foot contour intervals.
  - b. Topo will cover the width of the creek within the top of banks and extend outside of the banks by 100 feet. Topo will cover the full width of each road R.O.W. for the same extent of the creek cross sections. Topo along the creek will extend up / downstream at least 100 LF outside of the road R.O.W.'s or from the edge of the road where wholly on private property.
  - c. Locate all visible improvements including, but not limited to, tops of curbs, edges of pavement, pavement material, mailboxes, driveways, sidewalks, property monuments, utility poles, site

equipment, valves, slabs, utility signs and structures, fences, landscaping features, shrubbery, trees, buildings (footprint and finished floor elevation), cleanouts, etc.

- i. Locate all drainage structures to include culvert pipe sizes, material, and invert/flow line elevations.
  - ii. Bridges will include (but not limited to) perimeter of deck, deck elevations, support column locations and sizes, low chord elevations, abutments, and armor joints.
- d. All manholes within the project limits will be located and detailed to collect pipe inverts, material, and directions. Next upstream/downstream manhole will be located outside of limits if accessible.
- e. Measure downs to the operating nut will be collected at all valves. Next upstream/downstream valve outside of the project limits will be collected if accessible.
- f. Trees 6-inches and larger at DBH will be located.
6. Prepare deliverables to include:
  - a. Digital LEGL and TOPO drawing files in AutoCAD format to include a prepared surface model.
    - i. All surveyed points will be included in the drawing.
    - ii. Horizontal and vertical control used to perform the survey will be depicted and annotated within the drawing file referencing material type, coordinates and elevations.
  - b. Tree Table and surface xml/tin files.
  - c. Electronic copies of all field notes, pictures, and sketches prepared by the surveyor.
7. Perform QA/QC of all deliverables prior to submittal.

**GENERAL NOTES AND EXCEPTIONS:**

1. Right of entry (ROE) to access private/commercial properties is necessary to complete the survey as outlined above. ROE is not a part of this proposal and is the responsibility of the Client/City of New Braunfels.

Our estimated **Lump Sum** fee for the **Base Scope of Surveying Services** will be **\$38,130.00** broken down as follows:

- High Creek Road = \$7,790.00
- Bunker Street = \$9,055.00
- Anderson Columbia Co Property = \$9,135.00
- Landa Street = \$12,150.00

Sincerely,  
Maestas & Associates LLC



Keith Keppler, RPLS  
Vice President / Survey and S.U.E. Division

ITEM NO.	City of New Braunfels Dry Comal Creek Structures Surveying Services July 7, 2025	RPLS	S.I.T./ Survey Project Manager	Sr. Survey Tech	Survey Tech	3 Man Crew	2 Man Crew	1 Man Crew	Admin	Total Hours	Task Budget
		Hourly Rate \$	\$ 220.00	\$ 140.00	\$ 125.00	\$ 110.00	\$ 255.00	\$ 190.00	\$ 110.00	\$ 85.00	TOTAL
	<b>TASK</b>										
	<b>Base Surveying Services</b>										
	<b>High Creek Road</b>										
1	Records Research & Base Map Preparation	1	1	1	4					7	\$ 925.00
2	Establish Horizontal and Vertical Control	1	1	1			4			7	\$ 1,245.00
3	Boundary Retracement and Resolution	3	1	1			4			9	\$ 1,685.00
4	Topographic and Improvement Survey		1	1			6			8	\$ 1,405.00
5	Deliverable Preparation	2	2	2	8				1	15	\$ 1,935.00
6	QA/QC	1	1	1	1					4	\$ 595.00
	<b>Sub-Total Hours / Fee for High Creek Rd</b>	<b>8</b>	<b>7</b>	<b>7</b>	<b>13</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>1</b>	<b>50</b>	<b>\$ 7,790.00</b>
	<b>Bunker Street</b>										
1	Records Research & Base Map Preparation	1	1	1	4					7	\$ 925.00
2	Establish Horizontal and Vertical Control	1	1	1			4			7	\$ 1,245.00
3	Boundary Retracement and Resolution	3	1	1			4			9	\$ 1,685.00
4	Topographic and Improvement Survey		1	2			12			15	\$ 2,670.00
5	Deliverable Preparation	2	2	2	8				1	15	\$ 1,935.00
6	QA/QC	1	1	1	1					4	\$ 595.00
	<b>Sub-Total Hours / Fee for Bunker St</b>	<b>8</b>	<b>7</b>	<b>8</b>	<b>13</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>1</b>	<b>57</b>	<b>\$ 9,055.00</b>
	<b>Anderson Columbia Co Property Crossing</b>										
1	Records Research & Base Map Preparation	2	1	1	4					7	\$ 1,005.00
2	Establish Horizontal and Vertical Control	1	1	1			4			7	\$ 1,245.00
3	Boundary Retracement and Resolution	3	1	1			4			9	\$ 1,685.00
4	Topographic and Improvement Survey		1	2			12			15	\$ 2,670.00
5	Deliverable Preparation	2	2	2	8				1	15	\$ 1,935.00
6	QA/QC	1	1	1	1					4	\$ 595.00
	<b>Sub-Total Hours / Fee for Anderson Columbia Co Property Crossing</b>	<b>9</b>	<b>6</b>	<b>8</b>	<b>13</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>1</b>	<b>57</b>	<b>\$ 9,135.00</b>
	<b>Landa Street (Hwy 46)</b>										
1	Records Research & Base Map Preparation	2	1	1	4					7	\$ 1,005.00
2	Establish Horizontal and Vertical Control	1	1	1			6			9	\$ 1,625.00
3	Boundary Retracement and Resolution	4	1	1			5			11	\$ 2,095.00
4	Topographic and Improvement Survey		1	2			20			23	\$ 4,190.00
5	Deliverable Preparation	2	2	2	12				1	19	\$ 2,375.00
6	QA/QC	1	2	2	1					6	\$ 860.00
	<b>Sub-Total Hours / Fee for Landa St</b>	<b>10</b>	<b>7</b>	<b>9</b>	<b>17</b>	<b>0</b>	<b>31</b>	<b>0</b>	<b>1</b>	<b>75</b>	<b>\$ 12,150.00</b>
	<b>Total Hours</b>	<b>35</b>	<b>27</b>	<b>32</b>	<b>56</b>	<b>0</b>	<b>85</b>	<b>0</b>	<b>4</b>	<b>239</b>	
	<b>Total Fee for Surveying Services</b>	<b>\$ 7,700.00</b>	<b>\$ 3,780.00</b>	<b>\$ 4,000.00</b>	<b>\$ 6,160.00</b>	<b>\$ -</b>	<b>\$ 16,150.00</b>	<b>\$ -</b>	<b>\$ 340.00</b>		<b>\$ 38,130.00</b>

## Economic Development Corporation Agenda Item Report

**7/17/2025**

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. The Neue
2. Project Shoot