



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



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

MONDAY, APRIL 13, 2026 at 6:00 PM

Neal Linnartz, Mayor	Lawrence Spradley, Mayor Pro Tem (District 4)
Toni L. Carter, Councilmember (District 1)	Mary Ann Labowski, Councilmember (District 5)
Michael Capizzi, Councilmember (District 2)	April Ryan, Councilmember (District 6)
D. Lee Edwards, Councilmember (District 3)	Robert Camareno, City Manager

OUR MISSION

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

AGENDA

CALL TO ORDER

CALL OF ROLL: CITY SECRETARY

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

INVOCATION: COUNCILMEMBER LABOWSKI

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

PROCLAMATIONS:

- A) Apraxia Awareness [26-339](#)
- B) Child Abuse Awareness & Prevention Month [26-232](#)
- C) Sexual Assault Awareness Month [26-377](#)

CITIZENS COMMUNICATIONS

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

1. CONSENT AGENDA

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

Action Items

- A) Approval of the city council March 9, 2026 regular and [26-324](#) executive session meeting minutes, and the March 23, regular and executive session meeting minutes.
Natalie Baker, Deputy City Secretary
- B) Approval of an FY 2026 budget amendment for the [26-317](#) General Fund- Communications and Non-Departmental Departments.
Karrie Cook, Budget Manager
- C) Approval of an FY 2026 budget amendment for the [26-341](#) General Fund- Parks Department.
Karrie Cook, Budget Manager
- D) Approval of a contract award for the Landa Park Golf [26-343](#) Course Bunker Renovation Project to Landscapes Unlimited, LLC.
Scott McClelland, Assistant Transportation and Construction Services Director
- E) Approval of an expenditure of up to \$1,300,000 for the [26-357](#) acquisition of the necessary right-of-way and easements as part of the Common Street Project and authorization for the City Manager to execute all necessary conveyance documents.
Matthew Eckmann, Assistant Director of Public Works
- F) Approval of an amendment to the lease agreement [26-358](#) between the City of New Braunfels and New Braunfels Waterpark, LLC.
Matthew Eckmann, Assistant Director of Public Works
- G) Approval of the second amendment between the City of [26-292](#) New Braunfels and CEMEX Construction Materials South, LLC, a Delaware limited liability company, and CEMEX Construction Materials Pacific, LLC, a Delaware limited liability company to include additional properties in the Industrial District Agreement.
Jeff Jewell, Economic and Community Development Director

- H) Approval of the purchase of vehicles and Equipment with [26-379](#)
Bluebonnet Motors Ford, United Ag & Turf, Hill Country
Outdoor Power, Ewald Kubota, Doggett Freightliner of
Austin, and North Texas Trailers for the Drainage
Division in the Public Works Department.
Shane Knudson, Fleet Manager
- I) Approval of an expenditure of up to \$600,000 for the [26-380](#)
acquisition of the necessary right-of-way and easements
as part of the Kohlenberg Road Project and authorization
for the City Manager to execute all necessary
conveyance documents.
Matthew Eckmann, Assistant Director of Public Works
- J) Approval of a recommendation by the Tax Increment [26-406](#)
Reinvestment Zone #3 Board awarding Business
Improvement and Preservation Grants to Bootleggers
Pizza Parlor in an amount up to \$2,767.66 and to Red
Stag in an amount up to \$17,000.
Jeff Jewell, Economic and Community Development Director

Resolutions

- K) Approval of a resolution supporting a collaborative effort [26-306](#)
between the City of New Braunfels, the City of Seguin,
and Texas State University for a Workforce Study in
Comal and Guadalupe Counties.
Jeff Jewell, Economic and Community Development Director
- L) Approval of a resolution suspending for 45 days the [26-307](#)
effective date of the gas utility rate increase under the
Gas Reliability Infrastructure Program proposed by
CenterPoint Energy Resources Corp., d/b/a CenterPoint
Energy Entex and CenterPoint Energy Texas Gas -
South Texas Division; and authorizing the City's
continued participation in the Alliance of CenterPoint
Municipalities.
Valeria M. Acevedo, City Attorney
- M) Approval of a resolution of the City Council of the City of [26-375](#)
New Braunfels, Texas, renewing and amending the Meet
and Confer Agreement between the City and the New
Braunfels Police Officers' Association (NBPOA) for a
term ending on September 30, 2028.

Becca Miers, Director of Human Resources

- N) Approval of a resolution authorizing the reallocation of [26-376](#) \$202,500 in funding from the U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Program under the American Rescue Plan Act to support existing Public Transportation and Pedestrian Mobility projects, due to a nonprofit grantee's requested withdrawal, and authorizing the City Manager to act on behalf of the City in all related matters

Christopher Greenwell, Grants Coordinator

- O) Approval of a resolution of the City Council of the City of [26-342](#) New Braunfels, Texas approving participation in a settlement agreement between the State of Texas and six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics); and authorizing the city manager to execute the Combined Subdivision Participation and Release Form.

Valeria Acevedo, City Attorney

- P) Approval of a resolution authorizing the City Manager to [26-344](#) enter into an amended Advanced Funding Agreement between the City of New Braunfels and Texas Department of Transportation for the Barbarosa Road/Saur Lane Improvement project funded by the Alamo Area Metropolitan Planning Organization Surface Transportation Block Grant fund.

Scott McClelland, PE, Assistant Transportation and Construction Services Director

Ordinances

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

- Q) Approval of the first reading of an ordinance updating [26-106](#) Section 86-3, "Rules and Regulations for Control of Park and Recreation Areas" of the New Braunfels Code of

Ordinances authorizing the city manager to set operating hours for city parks facilities and park concessions.

Ken Wilson, Parks and Recreation Director

- R) Approval of the first reading of an ordinance, in [26-346](#) accordance with adopted agreements with the property owner, to annex for limited purposes Lots 1, 2, and 900, Block 2, Mayfair - South Ransom Commercial Subdivision, consisting of approximately 10 acres.

Christopher J. Looney, AICP, Planning Director

Applicant: Comal County WID #3 (Southstar/Mayfair)

- S) Approval of the second and final reading of an ordinance [26-363](#) requested by Henry Espinoza, to rezone approximately 2.3 acres out of the AM Esnaurizar Survey, Abstract 20, from APD AH (Agricultural/Pre-Development, Airport Hazard Overlay District) to M-1A AH (Light Industrial, Airport Hazard Overlay District), currently addressed at 1752 and 1756 Saur Lane.

Christopher J. Looney, AICP, Planning Director

Applicant/Owner: Henry Espinoza

- T) Approval of the second and final reading of an ordinance [26-374](#) establishing the number of positions in each classification and allowing over hires in the Police Department pursuant to Local Government Code, Chapter 143.

Becca Miears, Director of Human Resources

- U) Approval of the second and final reading of an ordinance [26-296](#) abandoning a 0.302-acre portion of right-of-way for a water lane, located between West San Antonio Street and Loop 337.

Matthew Eckmann, Assistant Director of Public Works

- V) Approval of the second and final reading of an ordinance [26-330](#) in consideration of the Tourism Public Improvement District (TPID) assessment; approving the service plan for the district; authorizing an agreement between the City, The Greater New Braunfels Chamber of Commerce, Inc., and the New Braunfels Tourism Public Improvement District Corporation regarding the management of the district; and appropriating \$320,000 in revenue to the district for 2026; and amending the FY

2026 Adopted Budget to create the new Tourism Public Improvement District Special Revenue Fund.

Jared Werner, Assistant City Manager

Tanya Pence, President Convention and Visitors Bureau

- W) Approval of the second and final reading of an ordinance [26-387](#) repealing Section 2-121, of Chapter 2 of the New Braunfels Code of Ordinances, eliminating references to the Downtown Development Board.

Valeria Acevedo, City Attorney

- X) Approval of the second and final reading of an ordinance [26-388](#) amending the Code of Ordinances, Chapter 126, Sec. 126-381(b), related to the river area parking zones by adding exceptions to enforcement for disabled parking plates and placards.

Amy Niles, River and Watershed Manager

- Y) Approval of the second and final reading of an ordinance [26-389](#) amending the Code of Ordinances, Chapter 86, Section 86-4 to prohibit public entry to the Comal River Old Channel from City owned property.

Amy Niles, River and Watershed Manager

2. INDIVIDUAL ITEMS FOR CONSIDERATION

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

- A) Discuss and consider a resolution declaring expectation [26-393](#) to reimburse expenditures with proceeds of future debt for the acquisition, construction, and equipping of the new headquarter buildings and facilities to be occupied and used by New Braunfels Utilities. The maximum principal amount of obligations expected to be issued for the project is \$190,000,000.

Jessica Williams, Chief Financial Officer (NBU)

PRESENTATIONS

- A) Presentation and Recommended Revisions to the [26-409](#) Towing Ordinance.

Osbaldo Flores, Chief of Police

TAXPAYER IMPACT STATEMENT

House Bill 1522, passed by the Texas Legislature in 2025, amends section 551.043 of the Texas Government Code to require that the notice of a meeting required to be posted under section 551.043(a) of the Texas Open Meetings Act, at which a governmental body will discuss or adopt a budget for the governmental body, must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.

The City of New Braunfels has adopted a budget for FY 2026.

2024 Value of Median-Valued Homestead Property in Comal County.....\$ 349,106
2024 Property Tax Bill for the Current Fiscal Year (\$0.0.408936).....\$ 1,428
2025 Value of Median-Valued Homestead Property in Comal County.....\$ 354,783
Estimated 2025 Property Tax Bill for the Upcoming Fiscal Year if the City
Adopts the Proposed Budget and Tax Rate (\$0.408936 per \$100 of value)...\$ 1,451
Estimated 2025 Property Tax Bill for the Upcoming Fiscal Year if the City
Adopts a Balanced Budget Funded at the No-New-Revenue Tax Rate
(\$.409475 per \$100 of value).....\$ 1,453

2024 Value of Median-Valued Homestead Property in Guadalupe County.....\$ 331,133
2024 Property Tax Bill for the Current Fiscal Year (\$0.0.408936).....\$ 1,354
2025 Value of Median-Valued Homestead Property in Guadalupe County.....\$ 311,795
Estimated 2025 Property Tax Bill for the Upcoming Fiscal Year if the City
Adopts the Proposed Budget and Tax Rate (\$0.408936 per \$100 of value).....\$ 1,275
Estimated 2025 Property Tax Bill for the Upcoming Fiscal Year if the City
Adopts a Balanced Budget Funded at the No-New-Revenue Tax Rate
(\$.409475 per \$100 of value).....\$ 1,277

The estimates in this Impact Statement are valid only for the FY 2026 adopted budget and tax rate.

3. EXECUTIVE SESSION

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

- A) Deliberate pending/contemplated litigation, settlement [26-450](#) offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, specifically:

· Cause No. 2025CV0719; City of New Braunfels v. Joe Henry Tays, Individually and as Independent Executor of the Estate of Frederick Frueholz, Jr. (Deceased)

B) Deliberate issues regarding economic development [26-367](#) negotiations in accordance with Section 551.087 of the Texas Government Code:

1. Project Casa

C) Deliberate the appointment, evaluation, duties, discipline, [26-438](#) or removal of the City Attorney in accordance with Section 551.074 of the Texas Government Code.

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

ADJOURNMENT

CERTIFICATION

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

Gayle Wilkinson, City Secretary

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



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

4/13/2026

Agenda Item No. A)



Proclamation

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

WHEREAS, May 14, 2026 marks Apraxia Awareness Day, a day dedicated to raising awareness in New Braunfels, Texas about Childhood Apraxia of Speech (CAS), a neurological speech disorder affecting approximately 1 in 1,000 children, with about one-third having a genetic causal basis; and

WHEREAS, Childhood Apraxia of Speech causes children to have significant difficulty planning and producing the movements necessary for speech and is considered one of the most challenging speech disorders affecting children; and

WHEREAS, while speech develops naturally for most children, those with apraxia require early, appropriate, and intensive speech therapy, often for many years, in order to develop clear and functional communication skills; and

WHEREAS, raising public awareness about Childhood Apraxia of Speech is essential so families and professionals can access the resources and support necessary to help children find their voices; and

WHEREAS, the City of New Braunfels recognizes and honors the strength, determination, and resilience of children with apraxia and the families, educators, therapists, and advocates who support them.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, do hereby proclaim May 14, 2026, as

"Apraxia Awareness Day"

in New Braunfels, and I encourage all residents to increase awareness and understanding of Childhood Apraxia of Speech within our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 13th day of April 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

4/13/2026

Agenda Item No. B)



Proclamation

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

WHEREAS, there were nearly 51,985 confirmed victims of child abuse and neglect in Texas during 2025; and

WHEREAS, 239 children in Comal County were confirmed victims of abuse and neglect in 2025; and

WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

WHEREAS, communities must make every effort to promote programs that benefit children and their families; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among agencies such as DFPS, Community Based Care, SJRC/Belong, Children’s Advocacy Center of Comal County & the Comal County Child Welfare Board, schools, religious organizations, law enforcement agencies and the business community; and

WHEREAS, everyone in the community should become more aware of child abuse prevention and encourage parents to raise their children in a safe, nurturing environment.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, hereby proclaim April 2026, as

"Child Abuse Awareness & Prevention Month"

in New Braunfels, and I urge all citizens to work together to help reduce child abuse and neglect significantly in the years to come.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 13th day of April 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

4/13/2026

Agenda Item No. C)



Proclamation

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

WHEREAS, Sexual Assault Awareness Month (SAAM) calls attention to the fact that sexual violence is widespread and impacts every person in the community. SAAM aims to raise public awareness about sexual violence and educate communities about how to prevent it; and

WHEREAS, New Braunfels residents who are sexual assault survivors are valued members of the community as employees, volunteers, business owners, loving family members, friends, and role models; and

WHEREAS, Sexual Assault Awareness Month has been recognized annually during the month of April since 2001. On this month, the 25th anniversary of Sexual Assault Awareness Month, we as a community will continue to raise public awareness and educate our residents on prevention against sexual violence; and

WHEREAS, for 40 years The Comal County Crisis Center has served countless survivors of sexual assault and has provided wrap around services, staff and volunteers of the Crisis Center of Comal County and other prevention-related programs in this county encourage every person to speak out when witnessing acts of violence, however small, and speak up when they hear others making light of sexual violence, stereotypes or gender bias; and

WHEREAS, with leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in our county through prevention education, increased awareness and holding perpetrators who commit acts of violence responsible for their actions; and

WHEREAS, we strongly support the efforts of national, state, and local partners, and of every resident, to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services and how every segment of our society can work together to better address sexual violence.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, hereby proclaim April 2026, as

"Sexual Assault Awareness Month"

in New Braunfels, and I encourage all residents to join the Crisis Center of Comal County, anti-sexual-violence advocates and support-services programs in the belief that all community members must be part of the solution to end sexual violence.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 13th day of April 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

4/13/2026

Agenda Item No. A)

PRESENTER:

Natalie Baker, Deputy City Secretary

SUBJECT:

Approval of the city council March 9, 2026 regular and executive session meeting minutes, and the March 23, regular and executive session meeting minutes.

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - EXECUTIVE SESSION
REGULAR MEETING OF MONDAY, MARCH 9, 2026**

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

Present 6 - Councilmember D. Lee Edwards, Mayor Pro Tem Lawrence Spradley, Councilmember April Ryan, Councilmember Michael Capizzi, Mayor Neal Linnartz, and Councilmember Mary Ann Labowski

Absent 1 - Councilmember Toni Carter

1. EXECUTIVE SESSIONS

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

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

1. Gruene 16
2. Project Shoot

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

- Landa RV Resort

Mayor Linnartz read the aforementioned executive session items.

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

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

City Council did not reconvene into open session.

No action was taken at this time.

ADJOURNMENT

Mayor Linnartz adjourned at 5:55 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL
REGULAR MEETING OF MONDAY, MARCH 9, 2026**

OUR MISSION

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

AGENDA

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

Present: 6 - Mayor Neal Linnartz, Councilmember Michael Capizzi,
Councilmember D. Lee Edwards, Mayor Pro Tem Lawrence
Spradley, Councilmember Mary Ann Labowski, and
Councilmember April Ryan

Absent: 1 - Councilmember Toni Carter

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

INVOCATION: COUNCILMEMBER EDWARDS

Councilmember Edwards offered the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

Mayor Linnartz led the pledge of allegiance and the salute to the Texas
flag.

PROCLAMATIONS:

A) Intellectual & Developmental Disabilities Awareness Month
Mayor Linnartz read the aforementioned proclamation.

Representatives from the Rock Haus Foundation accepted the
proclamation and made comments to Council and guests.

CITIZENS COMMUNICATIONS

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

No one spoke at this time.

1. CONSENT AGENDA

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

Action Items

- A) Approval of the February 23, 2026 city council regular meeting minutes.
- B) Approval to cancel the second December regular city council meeting December 28, 2026, and the regular council meeting on May 25, 2026 (Memorial Day).
- C) Approval of a professional services agreement with KSA Engineering for design services in support of the Airport Taxiway Rehabilitation project.
- D) Approval of a contract between the City of New Braunfels and Guadalupe County and a joint election agreement between the City of New Braunfels, Guadalupe County, the City of Selma, City of Universal City, City of Santa Clara, Navarro ISD, Liberty Trails MUD, and Schertz-Cibolo-Universal City, regarding the May 2, 2026, election, and authorizing the City Manager to execute the agreement.
- E) Approval of an agreement between the City of New Braunfels and Comal County regarding election services for May 2, 2026, and authorizing the City Manager to execute the agreement.

Ordinances

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

- F) Approval of the second and final reading of an ordinance, requested by Mark Mott, on behalf of MLM Trust, to rezone approximately 0.73 of an acre out of the Koehler Subdivision, Lot 1B, from APD (Agricultural/Pre-Development District) to M-1A (Light Industrial District), currently addressed at 190 Old Engel Road.
- G) Approval of the second and final reading an ordinance, requested by Colum Malcolmson, on behalf of Gladys Timmermann Koepp & Cheryl Timmermann Fonda, to rezone approximately 4 acres out of the Timmermann Subdivision, Lots AAR & ABR, from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) to M-1A AH (Light Industrial Airport Hazard Overlay District), currently addressed at 1239 Barbarosa Road and 1255 Saur Lane.
- H) Approval of the second and final reading of an ordinance requested by Ayo Phillips, and TJ Grossi of Schumann Consulting, on behalf of Deborah and Garry Miller, to rezone approximately 4 acres out of the A M Eznaurizar Survey, Abstract 20, from APD AH (Agricultural/Pre-Development, Airport Hazard Overlay District) to APD AH SUP (Agricultural/Pre-Development, Airport Hazard Overlay District with a Special Use Permit to allow an Assisted Living Facility), currently addressed at 695 Saengerhalle Road.

Approval of the Consent Agenda

Mayor Linnartz read items F through H on the consent agenda.

Councilmember Edwards made a motion to approve the consent agenda. Mayor Pro Tem Spradley seconded the motion which passed unanimously.

Absent:

Councilmember Carter

2. INDIVIDUAL ITEMS FOR CONSIDERATION

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

- A) Discuss and possible action approving the petitions received and validated for the potential creation of a Tourism Public Improvement

District (TPID) as authorized by Chapter 372 of the Texas Local Government Code and announce the dates and times of the public hearings.

Mayor Linnartz read the aforementioned item.

Jared Werner opened this item providing a powerpoint and introduced Scott Joslove with the Texas Hotel and Lodging Association who provided additional information for this item using a powerpoint. Tanya Pence, with the Convention and Visitors Bureau, touched on additional information providing a powerpoint presentation. Jared Werner provided the time frame and dates for council approval and addressed questions from council.

The following individuals spoke at this time: Julie King, Janice Gutierrez, Shalish Bhakta, Dylan Petrich, Antionette Wukasch, Jennifer Wilson, Helen M., and Christopher Brooks.

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

Absent:

Councilmember Carter

B) Discuss and consider approval of a resolution in support of the regional expansion of State Highway 46 between New Braunfels and Seguin.

Mayor Linnartz read the aforementioned item.

Garry Ford presented this item providing a PowerPoint and addressed questions.

The following spoke at this time: Jonathan Packer

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

Absent:

Councilmember Carter

C) Discuss and consider the approval of a resolution authorizing the City Manager to execute a Chapter 380 Economic Development Agreement with The New Braunfels Hotel Company

Mayor Linnartz read the aforementioned item.

Jordan Matney presented this item providing a PowerPoint and addressed questions.

Councilmember Labowski moved to approve this item. Councilmember Cappizzi seconded the motion which passed unanimously.

Absent:

Councilmember Carter

3. EXECUTIVE SESSION

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- A) Deliberate issues regarding economic development negotiations in accordance with Section 551.087 of the Texas Government Code:
 - 1. Gruene 16
 - 2. Project Shoot

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

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

There were no executive session items at this time.

No action was taken.

ADJOURNMENT

Mayor Linnartz adjourned at 7:23 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

DRAFT

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - EXECUTIVE SESSION
REGULAR MEETING OF MONDAY, MARCH 23, 2026**

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

Councilmember Carter arrived at 5:01 p.m.

Present 6 - Councilmember D. Lee Edwards, Councilmember April Ryan, Councilmember Michael Capizzi, Mayor Neal Linnartz, Councilmember Toni Carter, and Councilmember Mary Ann Labowski

Absent 1 - Mayor Pro Tem Lawrence Spradley

1. EXECUTIVE SESSIONS

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

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

a. Discuss Legal Options Relating to Status of New Braunfels Utilities Real Estate Negotiations to Secure Easements Regarding the Western Downtown to Morningside Pressure Zone Conversion Project:

i. a 0.386 Acre Electric Utility Easement, situated in the J. Doehne Survey No a 0.005 Acre (220 sq. ft) Permanent Utility Easement and a 0.042 Acre (1,821 sq. ft) Temporary Construction Easement all being situated out of the remainder of Lot 13, Pleasant View Subdivision in Comal County, Texas according to the plat thereof recorded in Volume 4, Page 54 of the Map and Plat Records of Comal County, Texas as conveyed to Leonardo Hernandez III, Herman G. Hernandez, Yvette

Hernandez Rodriguez, Michael Hernandez and Yvonne Hernandez Garcia by deed recorded in Document No. 202006016641 of the Official Public Records of Comal County Texas, also known as Comal County Parcel No. 44948

Mayor Linnartz read the aforementioned executive session item.

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

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

City Council did not reconvene back into open session.

No action was taken at this time.

ADJOURNMENT

Mayor Linnartz adjourned at 5:19 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

**FINAL - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL
REGULAR MEETING OF MONDAY, MARCH 23, 2026**

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

Present: 6 - Mayor Neal Linnartz, Councilmember Toni Carter, Councilmember Michael Capizzi, Councilmember D. Lee Edwards, Councilmember Mary Ann Labowski, and Councilmember April Ryan

Absent: 1 - Mayor Pro Tem Lawrence Spradley

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

INVOCATION: MAYOR LINNARTZ

Mayor Linnartz provided the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

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

PROCLAMATIONS:

A) Arbor Day: "Grow Green with New Braunfels Parks and Recreation and Headwaters at the Comal"

Mayor Linnartz read the aforementioned proclamation.

Members from the New Braunfels Parks and Recreation Department and Headwaters at the Comal accepted the proclamation and addressed council.

B) America 250 Commemoration Proclamation

Mayor Linnartz read the aforementioned proclamation.

Joan Sabol, member of the Daughters of the American Revolution, accepted the proclamation and addressed council.

PRESENTATION

A) Recognition of Fire Lieutenant Arlon Hansmann's retirement.

Mayor Linnartz read the aforementioned item.

Chief Ruy Lozano addressed city council and introduced Lieutenant Arlon Hansmann, who is celebrating his retirement and his 36 years of service.

B) Presentation of the New Braunfels Police Department 2025 annual report.

Mayor Linnartz read the aforementioned item.

Chief Osbaldo Flores presented this item to council using a powerpoint presentation and answered questions.

The following individuals spoke at this time: Susie Mitchell, Jim Holster

CITIZENS COMMUNICATIONS

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

The following individuals spoke at this time: Randy Hensen, Jim Holster

1. CONSENT AGENDA

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

Action Items

A) Approval of the purchase of replacement Self-Contained Breathing Apparatuses (SCBA) for the New Braunfels Fire Department from HEAT Safety Equipment LLC.

- B) Approval of a contract amendment with Collaborative Solutions, LLC an affiliate of Cognizant Worldwide Limited (“Cognizant”) for professional services related to continued support and consulting services of Workday software.
- C) Approval of a resolution establishing public purpose and for the conveyance of 0.844 acres, being Lots 213 and 214, New City Block 3001, in the City of New Braunfels, addressed as 407 West Mill to New Braunfels Youth Collaborative.
- D) Approval of an FY 2025 budget amendment for the Self-Insurance Fund.

Resolutions

- E) Approval of a resolution recommended by the New Braunfels Economic Development Corporation (NBEDC) approving a project expenditure of \$26,800 for the option to extend the project feasibility period for an additional 90 days per the Purchase Contract between Mildred V. Bartels, Jerald D. Voges, and the NBEDC, pursuant to Section 505.102 of the Texas Local Government Code.

Ordinances

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

- F) Approval of the first reading of an ordinance establishing the number of positions in each classification and allowing over hires in the Police Department pursuant to Local Government Code, Chapter 143.
- G) Approval of the first reading of an ordinance amending the Code of Ordinances, Chapter 126, Sec. 126-381(b), related to the river area parking zones by adding exceptions to enforcement for disabled parking plates and placards.
- H) Approval of the first reading of an ordinance repealing Section 2-121, of Chapter 2 of the New Braunfels Code of Ordinances, eliminating references to the Downtown Development Board.
- I) Approval of the first reading of an ordinance amending the Code of Ordinances, Chapter 86, Section 86-4 to prohibit public entry to the Comal River Old Channel from City owned property.

Approval of the Consent Agenda

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

Councilmember Capizzi made a motion to approve the consent agenda. Councilmember Ryan seconded the motion which passed unanimously.

2. INDIVIDUAL ITEMS FOR CONSIDERATION

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

- A) Public hearing and first reading of an ordinance requested by KB Homes and Killen, Griffin & Farrimond, PLLC, on behalf of Alice Schwanz, to rezone approximately 38 acres out of the R Perez Survey 28, Abstract 460, and the J Stark Survey 277, Abstract 530, from R-1 (Single Family District) and APD (Agricultural/Pre-Development District) to R-1A-6.6 (Single Family Residential District), located northwest of the property currently addressed at 2815 State Highway 46 West.

Mayor Linnartz read the aforementioned item.

Councilmember Edwards left council chambers at 7:35 pm and recused himself from this item.

Christopher Looney presented this item to council using a powerpoint presentation and answered questions. He introduced Ashley Fairmond, a representative for the applicant, and presented using a powerpoint presentation. Ashley Fairmond requested a postponement of this item until a future meeting in May.

The following individuals spoke at this time: Ryan Outlaw, Sarah Venlauskas, Susie Mitchell, Michelle Smith, Teresa Fisher, Don Poindexter

Councilmember Carter motioned to deny the postponement of this item. The motion died for lack of a second.

Councilmember Capizzi motioned for the item to be postponed until the May 11, 2026 council meeting. Councilmember Ryan seconded the motion which failed with a 3/2 vote.

Opposed: Councilmember Carter, Councilmember Labowski

Mayor Linnartz asked if Christopher Looney or Ashley Fairmond had anything else to add with their presentation on this item. Ashley Fairmond introduced Sean McFarland, a representative of KB Homes, and presented to council using a powerpoint presentation.

The following individuals spoke at this time: Ryan Outlaw, Ben Pratt, David Bear, Susie Mitchell, Colette Ruppert, Sarah Venslauskas, Susie La Canu, Angela Allen, Teresa Telle, Marsha Stewart, Andrew Reimund

Councilmember Carter motions to deny this item. The motion dies for lack of a second.

Councilmember Capizzi motioned to approve this item. Councilmember Ryan seconded the motion which failed with a 3/2 vote.

Opposed:

Councilmember Carter, and Councilmember Labowski

Absent:

Mayor Pro Tem Spradley

Recused:

Councilmember Edwards

- B) Public hearing and first reading of an ordinance, requested by Tarrah Stewart, on behalf of Allen and Jillian Beck, to rezone approximately 0.2 of an acre out of City Block 4045, Lot 10, from R-2 (Single-Family and Two-Family District) to C-O SUP (Commercial Office District with a Special Use Permit to allow Short Term Rental of a Residence), currently addressed at 1329 Jackson Street.

Mayor Linnartz called for a recess at 8:51 p.m.

Mayor Linnartz resumed the meeting at 8:57 p.m.

Mayor Linnartz read the aforementioned item.

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

Councilmember Edwards motioned to approve this item. Councilmember Capizzi seconded the motion which failed.

Opposed: Councilmember Carter, Mayor Linnartz, Councilmember Labowski, Councilmember Ryan.

Councilmember Ryan motioned to deny this item. Councilmember Carter seconded the motion which passed.

Opposed:

Councilmember Capizzi, and Councilmember Edwards

Absent:

Mayor Pro Tem Spradley

C) Public hearing and first reading of an ordinance to City Council, requested by Henry Espinoza, to rezone approximately 2.3 acres out of the AM Esnaurizar Survey, Abstract 20, from APD AH (Agricultural/Pre-Development, Airport Hazard Overlay District) to M-1A AH (Light Industrial, Airport Hazard Overlay District), currently addressed at 1752 and 1756 Saur Lane.

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this item to council using a powerpoint presentation. The applicant, Henry Espinoza, also addressed council and answered questions.

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

Absent:

Mayor Pro Tem Spradley

D) Public hearing and approval of a resolution to authorize the creation of a Tourism Public Improvement District (TPID).

Mayor Linnartz read the aforementioned item.

Jared Werner presented this item to council using a powerpoint presentation, and introduced Scott Joslove, who also presented to council.

The following individuals spoke at this time: Jay Patel, Tony Patel, Maryanne Navickas, Sarah Shea, Jennifer Wilson, Paul Wukasch, Daniel Pinkerton, Clinton Griffin, Helen McKinnon.

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

Absent:

Mayor Pro Tem Spradley

E) Public hearing and approval of the first reading of an ordinance in consideration of the Tourism Public Improvement District (TPID) assessment; approving the service plan for the district; authorizing an agreement between the City , The Greater New Braunfels Chamber of Commerce, Inc., and the New Braunfels Tourism Public Improvement District Corporation regarding the management of the district; and appropriating \$320,000 in revenue to the district for 2026; and amending the FY 2026 Adopted Budget to create the new Tourism Public Improvement District Special Revenue Fund.

Mayor Linnartz read the aforementioned item.

Jared Werner presented this item to council using a powerpoint.

Councilmember Ryan motioned to approve this item. Councilmember Labowski seconded the item which passed unanimously.

Absent:

Mayor Pro Tem Spradley

F) Public hearing and first reading of an ordinance abandoning a 0.302-acre portion of right-of-way for a water lane, located between West San Antonio Street and Loop 337.

Mayor Linnartz read the aforementioned item.

Matt Eckmann presented this item to council using a powerpoint presentation.

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

Absent:

Mayor Pro Tem Spradley

G) Discuss and consider the acceptance of the FY 2025 Audit and Annual Comprehensive Financial Report performed by Crowe, LLP.

Mayor Linnartz read the aforementioned item. Councilmember

Sandy Paulos presented this item to council and introduced Cory Lee, a representative of Crowe, LLC, who presented to council using a powerpoint presentation.

Ryan motioned to approve this item. Councilmember Labowski seconded the motion which passed via the following unanimously.

Absent:

Mayor Pro Tem Spradley

3. EXECUTIVE SESSION

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

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

a. Discuss Legal Options Relating to Status of New Braunfels Utilities Real Estate Negotiations to Secure Easements Regarding the Western Downtown to Morningside Pressure Zone Conversion Project:

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

No action was taken at this time.

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

ADJOURNMENT

Mayor Linnartz adjourned at 9:46 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

4/13/2026

Agenda Item No. B)

PRESENTER:

Karrie Cook, Budget Manager

SUBJECT:

Approval of an FY 2026 budget amendment for the General Fund- Communications and Non-Departmental Departments.

DEPARTMENT: Finance, Communications, Public Works, Non-Departmental

COUNCIL DISTRICTS IMPACTED: N/A

BACKGROUND INFORMATION:

Funding was approved in the FY 2026 Adopted Budget for the purchase of event barriers to enhance safety at City events. Funding for this purchase was originally allocated to the Communications & Community Engagement Department due to its role in coordinating City events.

This budget amendment requests that the remaining funds be transferred to the Non-Departmental budget within the General Fund. The Non-Departmental budget is used to house costs that support multiple City departments. Because the coordination and implementation of this purchase will require collaboration among the Communications, Finance, and Public Works departments, staff recommends relocating the funds to the Non-Departmental budget.

This amendment does not change the overall General Fund budget; it simply reallocates funding from the Communications & Community Engagement Department to the Non-Departmental budget.

Budget Amendment:

Fund	Department	Category	Amount (Increase/Decrease)
General Fund	Communications & Community Engagement	Capital	\$ (472,20)
General Fund	Non-Departmental	Capital	\$ 472,20

ISSUE:

N/A

FISCAL IMPACT:

This budget amendment results in a net-zero effect on the FY 2026 General Fund budget

RECOMMENDATION:

Staff recommends approval of this budget amendment for FY 2026.

4/13/2026

Agenda Item No. C)

PRESENTER:

Karrie Cook, Budget Manager

SUBJECT:

Approval of an FY 2026 budget amendment for the General Fund- Parks Department.

DEPARTMENT: Parks & Recreation, Finance

COUNCIL DISTRICTS IMPACTED: N/A

BACKGROUND INFORMATION:

In FY 2025, improvements were made to the Landa Park Aquatic Complex. However, due to a delay in the timeline for NBU to complete a sewer line project, the City was unable to install the planned backwash tank. Now that NBU has completed the sewer line, a connection is available to route the Olympic Pool backwash to the sanitary sewer system. Current operations have the backwash discharge going to a drain line to the Old Channel of the Comal River. New requirements from TCEQ requires an air gap between the discharge line and the sanitary sewer connection and no longer allows for direct discharge into the Comal River. This requirement requires a storage tank to provide the air gap to discharge into the sanitary sewer.

A budget amendment of \$90,100 is requested to complete the remaining work, including excavation for the lines, construction of a pad for the tank, and installation of an external tank to hold backwash prior to connecting to the sewer line.

Budget Amendment:

Fund	Department	Divison	Budget Category	Proposed Budget Addition
General Fund	Parks & Recreation	Aquatics	Operating	\$ 90,100

ISSUE:

N/A

FISCAL IMPACT:

This budget amendment will result in an increase of the total Parks & Recreation department budget of \$90,100. The General Fund has sufficient reserves to support this amendment.

RECOMMENDATION:

Staff recommends approval of this budget amendment.

4/13/2026

Agenda Item No. D)

PRESENTER:

Scott McClelland, Assistant Transportation and Construction Services Director

SUBJECT:

Approval of a contract award for the Landa Park Golf Course Bunker Renovation Project to Landscapes Unlimited, LLC.

DEPARTMENT: Transportation and Construction Services**COUNCIL DISTRICTS IMPACTED:** 3**BACKGROUND INFORMATION:**

The Landa Park Golf Course was authorized \$400,000 in the FY 2026 Budget to renovate a portion of the bunkers on the golf course. The bunker renovation will address drainage issues occurring in the 36 bunkers across the 122-acre golf course.

On January 26th, 2026, City Council approved the issuance of an invitation for a Competitive Sealed Proposal, (CSP), for the Landa Park Golf Course Bunker Renovation Project, and a solicitation was issued on February 10th, 2026.

The City issued a Request for Proposals February 10, 2026 that requested each contractor provide a per bunker cost breakdown, to have a total amount to renovate all 36 bunkers across the golf course and to ensure maximum utilization of the budgeted funding.

On March 17th, 2026, the city received three responses. The responses were evaluated based on qualifications and cost. Staff are recommending Landscapes Unlimited, LLC as the most qualified competitive bid. Landscapes Unlimited, LLC submitted a total phased bid of \$799,970.34 to complete all the bunkers.

Based on the available budget, Landscapes Unlimited, LLC is working with staff to develop a construction schedule to complete the renovation of as many bunkers as possible. It is planned that all the bunkers on the west side of the golf course will be completed with the available budget. The contract is established at a contract cost of \$364,000, leaving a \$36,000 budget for the golf staff to purchase new sand for the renovated bunkers. Staff will come back to City Council for approval to complete the remainder of the project, Golf Courses #1, if additional funds are available.

ISSUE:

Continue an ongoing program of infrastructure construction and maintenance.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

Funding for the project described above has been incorporated in the FY 2026 Adopted Budget for Landa Park Golf Course. Therefore, sufficient funds are available.

RECOMMENDATION:

Staff recommends approval of a contract award to Landscapes Unlimited, LLC for the Landa Park Golf Course Bunker Renovation Project.

4/13/2026

Agenda Item No. E)

PRESENTER:

Matthew Eckmann, Assistant Director of Public Works

SUBJECT:

Approval of an expenditure of up to \$1,300,000 for the acquisition of the necessary right-of-way and easements as part of the Common Street Project and authorization for the City Manager to execute all necessary conveyance documents.

DEPARTMENT: Public Works and Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: Districts 4

BACKGROUND INFORMATION:

The Common Street Reconstruction Project from Loop 337 to FM 306 is one of the approved projects in Proposition A of the City of New Braunfels 2023 Bond Program. The project will improve the current roadway to four lanes, improve drainage infrastructure, provide intersection enhancements and provide for sidewalks.

ISSUE:

In order to accomplish this project, it is necessary to acquire right-of-way, drainage easements, utility easements and temporary construction easements from approximately 62 parcels. The City is contracted with Cobb Fendley to provide right-of-way acquisition services for this project. Appraisals have been obtained and initial offers have been sent to property owners.

The expenditure shall be utilized for the purchase of right-of-way, public utility easements, drainage easements and temporary construction easements along with any damages for improvements (fencing, landscaping, etc) that will be affected by the acquisition.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

Funds for the acquisition of right-of-way and easements are incorporated in the project budget utilizing 2023 bond funding.

RECOMMENDATION:

Staff recommends approval of the expenditure and authorization for the City Manager to execute all necessary conveyance documents.

4/13/2026

Agenda Item No. F)

PRESENTER:

Matthew Eckmann, Assistant Director of Public Works

SUBJECT:

Approval of an amendment to the lease agreement between the City of New Braunfels and New Braunfels Waterpark, LLC.

DEPARTMENT: Public Works**COUNCIL DISTRICTS IMPACTED:** Council District 5**BACKGROUND INFORMATION:**

The City (Lessee) and New Braunfels Waterpark, LLC (Lessor) entered into a lease agreement dated May 1, 2021 for the use of property owned by Lessor adjacent to the City Tube Chute and Weir Dam. In exchange for this lease, the City concurrently leased property to the Lessor off of Elizabeth Avenue for parking.

ISSUE:

There is a need for the City to have better maintenance access to the banks of the Comal River, so a request was made to the Lessor to extend this easement to include maintenance access through their property back to San Antonio Street as depicted in the exhibit attached. The Lessor has agreed.

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity
Organizational Excellence Community Well-Being N/A
[Enter Objectives/Performance Measures Supported]

FISCAL IMPACT:

There is no monetary consideration included in the original lease or the amendment.

RECOMMENDATION:

Staff recommends approval of this lease amendment.



LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into as of May 1, 2021 between the City of New Braunfels ("Landlord") and New Braunfels Waterpark, LLC ("Tenant").

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

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

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

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

2. PREMISES.

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

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

3. **USE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **DEFAULT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Landlord:
Attn. City Manager
550 Landa Street
New Braunfels, TX 78130

To Tenant:
Attn. Finance Director
381 E. Austin Street
New Braunfels, TX 78130

With a Copy To:
Attn. Legal
Cedar Fair, L.P.
One Cedar Point Drive
Sandusky, OH 44870

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

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

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


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

[REMAINDER OF PAGE LEFT BLANK]

Signed by Landlord and Tenant with an effective date of May 1, 2021.

BY: LANDLORD

CITY OF NEW BRAUNFELS

By: 
Name: ROBERT CAMMEN
Title: CITY MANAGER

BY: TENANT

NEW BRAUNFELS WATERPARK, LLC

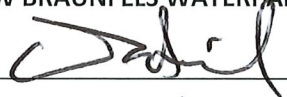
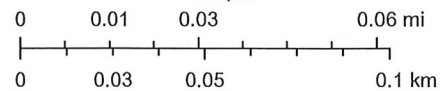
By: 
Name: DARREN HUC
Title: GM

Exhibit "A" Elizabeth Ave Property



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

1:2,257



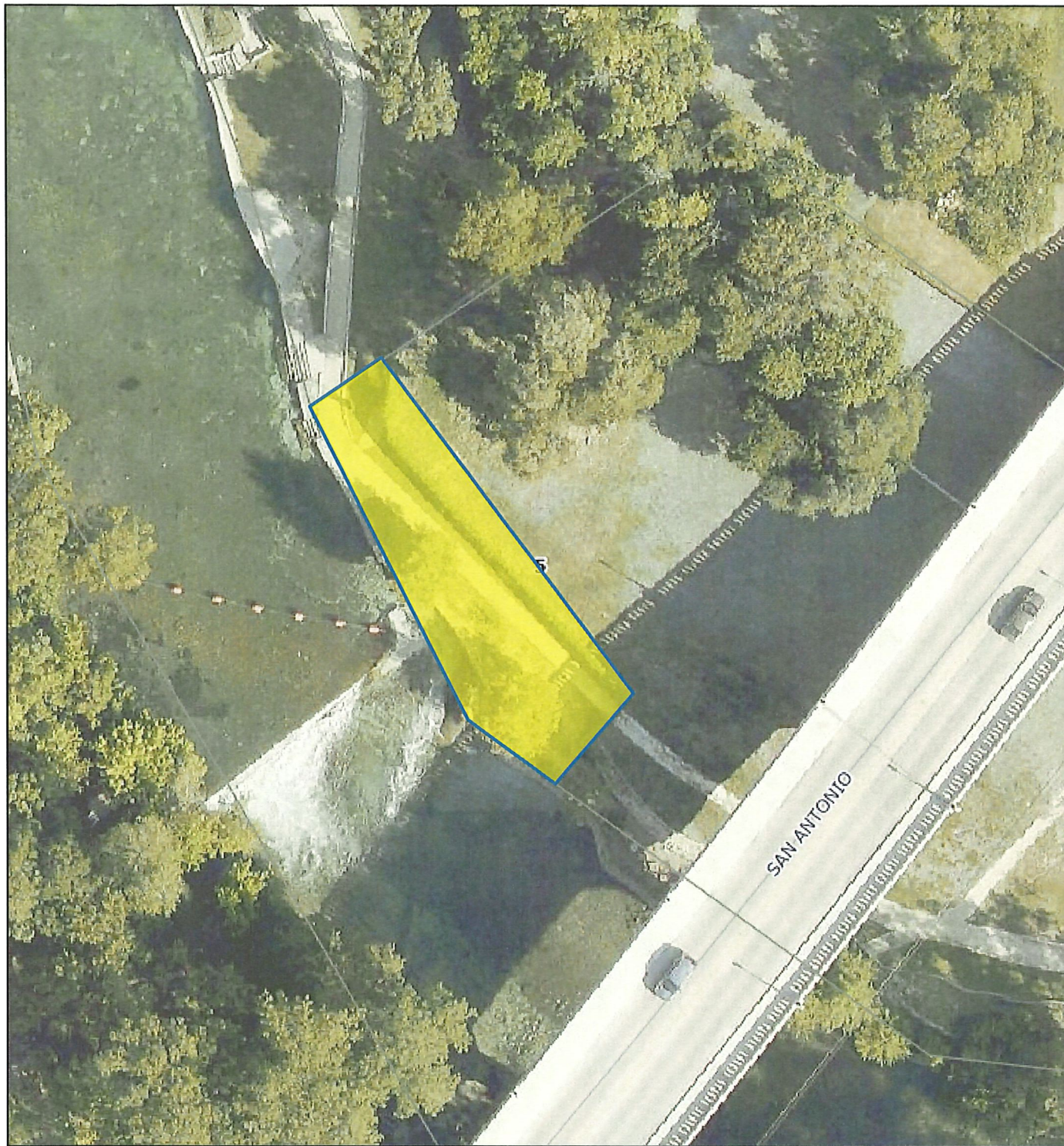
- Parcels
 City Limits
 Ortholmagery
- Council Districts
 City Limits
 Red: Band_1
- District 3
 Streets
 Green: Band_2
- District 4
 Addresses
 Blue: Band_3
- District 5

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ArcGIS Web AppBuilder

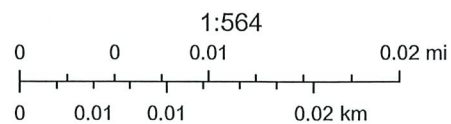
Esri Community Maps Contributors, City of New Braunfels, BCAD, Comal County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, INCREMENT P,

Exhibit "B" Comal Weir Dam Property



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

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



Esri Community Maps Contributors, City of New Braunfels, BCAD, Comal County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

AMENDMENT TO LEASE AGREEMENT

STATE OF TEXAS
COUNTY OF COMAL

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the NEW BRAUNFELS WATERPARK, LLC, hereinafter referred to as “Landlord” and, THE CITY OF NEW BRAUNFELS, TEXAS, a home rule municipal corporation, acting by and through its City Manager, Robert Camareno, hereinafter referred to as “Tenant”, entered into a lease agreement for a the property depicted in the attached Exhibit “A” (the “Premises”) with an effective date of May 1, 2021 (the “Lease”).

WHEREAS, the Landlord and Tenant have agreed to amend the terms of the Lease pertaining to allowing for access to the Property through the Landlord’s adjacent property as set forth below.

AGREEMENT:

1. Section 1(a) of the Lease shall be amended to: “Real property located near the Comal River in the proximity of the Weir Dam and as more fully described on Exhibit “A” together with the right of maintenance access through Landlord’s adjacent property as depicted in the attached Exhibit “C”.
2. Section 3 of the Lease shall be amended to add paragraph C, which shall read: “Maintenance Access to Premises: Tenant shall have the right to access the Premises, for maintenance and operations purposes only, through Landlord’s adjacent property as depicted on Exhibit “C”. Access shall not be made available to the general public and must be coordinated in advance with the Landlord. Tenant shall have the right to install a vehicular access gate in the current fence, which shall be of substantially the same style and construction materials as the existing fence. The gate must remain secured at all times to prevent trespass onto the Landlord’s property.
3. All other terms and conditions set forth in the Lease shall remain unchanged.

EXECUTED on this the _____ day of _____, 2026.

**NEW BRAUNFELS WATERPARK, LLC,
LANDLORD**

By: _____
Name: _____
Title: _____

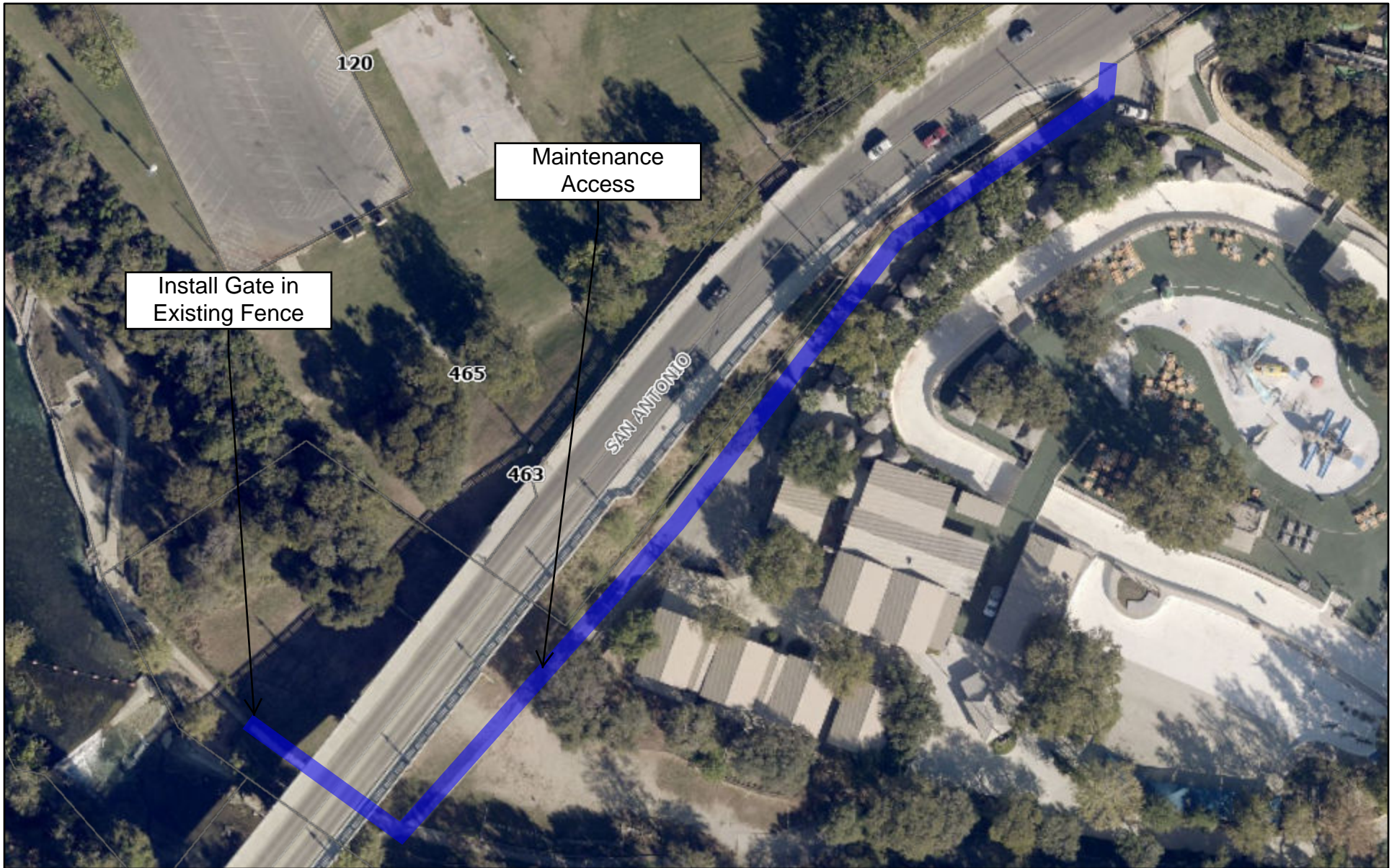
**CITY OF NEW BRAUNFELS
TENANT**

By: _____
Robert Camareno, City Manager

APPROVED AS TO FORM:

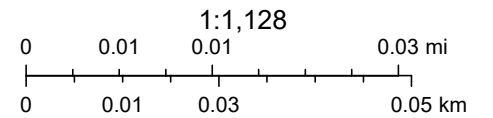
Valeria M. Acevedo, City Attorney

Exhibit "C"



2/23/2026, 1:47:41 PM

- Parcels
- Streets
- Addresses
- Orthomagery
- Red: Band_1
- Green: Band_2
- Blue: Band_3



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

4/13/2026

Agenda Item No. G)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of the second amendment between the City of New Braunfels and CEMEX Construction Materials South, LLC, a Delaware limited liability company, and CEMEX Construction Materials Pacific, LLC, a Delaware limited liability company to include additional properties in the Industrial District Agreement.

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: N/A

BACKGROUND INFORMATION:

This action would add five (5) properties (approximately 140 acres) into the Industrial District Agreement (IDA) between the City and Cemex and extend the original agreement by 15 years from the effective date. Industrial District Agreements are authorized by Texas Local Government Code wherein a city contractually agrees with a landowner not to annex property in the City's extraterritorial jurisdiction (ETJ). Cities can require contractual payments - Payments in Lieu of Taxes (PILOTs) - that function like property taxes even though the property is outside City limits.

Cemex is a global building material company that produces, distributes and sells cement, ready-mix concrete, aggregates and related building materials. The Company operates an aggregate and concrete plant on approximately 4,000 acres in the City's extra-territorial jurisdiction (ETJ) and employed approximately 150 people in 2023. The property and net taxable improvements are valued at approximately \$461.7 million. The IDA, which was renewed for a 15-year period in 2020, guarantees the continuation of the extraterritorial status and precludes the City from annexing the facilities and Cemex-owned properties for that time. In exchange, Cemex will make an annual cash payment based on a formula that is the product of the City adopted total ad valorem tax rate at the time the payment is due multiplied by the certified taxable value (net of non-taxable pollution control devices) of Cemex's land facilities multiplied by the applicable IDA percent, which is 82.5% through the end of the term. The City is not obligated to provide any municipal services to Cemex except as required under the scope of the Interlocal Agreement between the City and Comal County for the City's provision of certain fire suppression, EMS and hazmat services to the Emergency Services District ("ESD") No. 7, at no additional cost to CEMEX beyond its current annual payment to the ESD No.7.

The proposed amendment would include properties Cemex has purchased near its existing facility since 2020. It is requesting the City consider the recently acquired parcels as part of the original and amended IDA. The Amendment has certain provisions that include:

1. Explicitly excludes the properties from receiving emergency response to structural fires or emergency medical services until such time that Cemex begins operations on the facilities; and
2. An extension of immunity from annexation for an additional fifteen years for a total of twenty-six years from the effective date of the original agreement in February 2015.

ISSUE:

Consideration of inclusion of additional properties into the non-annexation and PILOT payment by Cemex to the City of New Braunfels.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

In 2025, Cemex remitted approximately \$1.557 million in PILOT payment to the City.

The 2025 appraised value of the five tracts is \$875,315, which will generate an approximate PILOT payment increase of \$2,952 annually.

RECOMMENDATION:

Staff recommends approval of the Second Amendment.

SECOND AMENDMENT
TO
INDUSTRIAL DISTRICT AGREEMENT

This Second Amendment to Industrial District Agreement (“Second Amendment”) is made by and between **CITY OF NEW BRAUNFELS**, a Municipal Corporation and a home-rule city located in Comal and Guadalupe Counties, Texas (“City”), **CEMEX CONSTRUCTION MATERIALS SOUTH, LLC**, a Delaware limited liability company (“CCMS”), and **CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC**, a Delaware limited liability company (“CCMP”, together with CCMS called “CEMEX”) for the purpose of amending that certain Industrial District Agreement dated as of May 21, 2015 between City and CEMEX, previously amended by the First Amendment to Industrial District Agreement (the “First Amendment”) executed in July 2020 (collectively herein called the “Agreement”). The City and CEMEX are collectively referred to herein as the “Parties.”

RECITALS

This Second Amendment is made under and pursuant to the authority granted by Section 42.044 of the TEXAS LOCAL GOVT CODE.

CEMEX has acquired several parcels since the date of the First Amendment that are located near the property that is described in and subject to the Agreement, and CEMEX now wishes to include such new parcels in the Agreement; and

The Parties have agreed to amend the Agreement to add the new parcels to the Agreement and extend the term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the Parties’ respective covenants and agreements herein set forth, the validity and sufficiency of which are hereby stipulated, the Parties agree as follows:

TERMS

1. Sections 2.4 and 2.5 of the Agreement shall not apply to any of CEMEX’s Facilities described on Exhibit B to the Agreement, as amended by this Second Amendment, that are subject to a ranch, farm, or residential lease until such time as CEMEX commences operations on such lands. CEMEX shall provide timely written notice to the City upon commencement of operations on such lands.
2. The first sentence of Section 3.1 of the Agreement is hereby deleted and replaced with the following:

“The City guarantees the continuation of the extraterritorial status of the District and grants to CEMEX immunity from annexation of the Facilities by the City during the term of this Agreement, unless the City is expressly requested to initiate annexation proceedings by the then owners of the Facilities by a written request addressed to the City.”

3. The first sentence of Article V of the Agreement is hereby deleted and replaced with the following:

“The term of this Agreement shall be for a term commencing on the effective date hereof and expiring on February 28, 2041.”

4. Exhibit B attached to the Agreement, as amended by Amendment Exhibit B attached to the First Amendment, is hereby amended by adding at the end of such exhibit the attached Second Amendment Exhibit B. The Second Amendment Exhibit B along with the original Exhibit B and the Amendment Exhibit B shall together describe the Facilities that are subject to the terms and provisions of the Agreement, as amended by this Second Amendment.

[Signatures continue on following pages.]

IN WITNESS WHEREOF, this Second Amendment is executed in multiple original counterparts, but being one and the same instrument, effective as of the __ day of _____, 2026.

CITY OF NEW BRAUNFELS

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, City Manager of CITY OF NEW BRAUNFELS, a home rule city and municipal corporation, on behalf of CITY OF NEW BRAUNFELS.

(SEAL)

Notary Public in and for
The State of Texas

My commission expires:

(Printed Name of Notary)

CEMEX CONSTRUCTION MATERIALS SOUTH, LLC, a Delaware limited liability company

CEMEX CONSTRUCTION MATERIAL PACIFIC, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, _____, of CEMEX CONSTRUCTION MATERIALS SOUTH, LLC, a Delaware limited liability company, on behalf of said company.

(SEAL)

Notary Public in and for
The State of Texas

My commission expires:

(Printed Name of Notary)

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, _____, of CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC, a Delaware limited liability company, on behalf of said company.

(SEAL)

Notary Public in and for
The State of Texas

My commission expires:

(Printed Name of Notary)

SECOND AMENDMENT EXHIBIT B
FACILITIES

TRACT XVII

BEING THE PROPERTY CONVEYED TO CEMEX CONSTRUCTION MATERIALS SOUTH, LLC, BY EXECUTOR'S SPECIAL WARRANTY DEED FROM KERMIT W. FOX III, INDEPENDENT EXECUTOR OF THE ESTATE OF KERMIT W. FOX, JR., RECORDED MAY 1, 2024 IN OFFICIAL PUBLIC RECORDS AT INSTRUMENT NUMBER 202406013121 FOR COMAL COUNTY, TEXAS.

PROP ID: 71180, 71182, 71973

TRACT I:

FIELD NOTES TO 13.910 ACRES OF LAND OUT OF SURVEY NUMBER 1, J. M. VERAMENDI TWO LEAGUE SURVEY, ABSTRACT NUMBER 2 IN COMAL COUNTY, TEXAS AND BEING A PORTION OF THAT 18.4 ACRE TRACT OF LAND CONVEYED BY OTTO A. KRUEGER TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGES 430 TO 432 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS. SAID 13.910 ACRE TRACT OF LAND ALSO BEING A PORTION OF AN 84.15 ACRE TRACT OF LAND CONVEYED BY EMILIE NOWOTNY ET. AL., TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 62, PAGE 46 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS AND ALSO BEING A PORTION OF A 7.3 ACRE TRACT OF LAND CONVEYED BY C. L. CHERRY ET. UX., TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGES 399 TO 400 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS. SAID 13.910 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND ON THE SOUTH LINE OF THIS TRACT AND BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF THAT 18.4 ACRE TRACT OF LAND CONVEYED BY OTTO A. KRUEGER TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGES 430 TO 432 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS. FROM SAID BEGINNING POINT A ONE HALF INCH STEEL PIN SET ON THE SOUTHEAST RIGHT OF WAY LINE OF THE INTERNATIONAL AND GREAT NORTHERN RAILROAD FOR THE NORTHWEST CORNER OF THE AFORESAID 18.4 ACRE TRACT BEARS NORTH A DISTANCE OF 1115.36 FEET AND WEST A DISTANCE OF 797.55 FEET.

THENCE WITH THE SOUTH LINE OF THIS TRACT AND THE SOUTH LINE OF THE AFORESAID 18.4 ACRE TRACT NORTH 49° 53' 18" EAST A DISTANCE OF 337.37 FEET TO A THREE QUARTER INCH STEEL PIN FOUND BY A FENCE CORNER POST FOR THE SOUTHEAST CORNER OF THIS TRACT AND BEING THE SOUTHEAST CORNER OF THE AFORESAID 18.4 ACRE TRACT CONVEYED TO ROLAND WELSCH.

THENCE ALONG THE EAST LINE OF THE AFORESAID 18.4 ACRE TRACT NORTH 09° 49' 45" WEST AT 606.70 FEET A ONE HALF INCH STEEL PIN SET BY A FENCE CORNER POST ON THE SOUTH BANK OF THE DRY COMAL CREEK IN ALL A DISTANCE OF 631.70 FEET TO THE CENTER OF THE DRY COMAL CREEK FOR A CORNER OF THIS TRACT.

THENCE ALONG AND UP THE CENTERLINE OF THE DRY COMAL CREEK SOUTH 55° 28' 39" WEST A DISTANCE OF 113.95 FEET TO A POINT FOR A CORNER OF THIS TRACT FROM WHICH A ONE HALF INCH STEEL PIN SET BY A FENCE CORNER POST BEARS SOUTH 60° 07' 12" EAST A DISTANCE OF 19.65 FEET.

THENCE ALONG THE EAST LINE OF THIS TRACT NORTH 10° 14' 20" WEST A DISTANCE OF 50.95 FEET TO A ONE HALF INCH STEEL PIN SET FOR THE MOST NORTHERN NORTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE NORTH LINE OF THIS TRACT THE FOLLOWING TWO CALLS; SOUTH 55° 45' 46" WEST A DISTANCE OF 194.16 FEET TO A ONE HALF INCH STEEL PIN SET FOR A CORNER AND SOUTH 45° 41' 42" WEST A DISTANCE OF 947.72 FEET TO A ONE HALF INCH STEEL PIN SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE WITH THE WEST LINE OF THIS TRACT SOUTH 60° 50' 42" EAST A DISTANCE OF 704.67 TO A ONE HALF INCH STEEL PIN SET BY A FENCE CORNER POST FOR THE SOUTHWEST CORNER OF THIS TRACT AND ALSO BEING A CORNER ON THE SOUTH LINE OF THAT 7.3 ACRE TRACT OF LAND CONVEYED BY C. L. CHERRY ET. UX., TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGES 399 TO 400 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS.

THENCE WITH THE SOUTH LINE OF THIS TRACT AND THE SOUTH LINE OF THE AFORESAID 7.3 ACRE TRACT OF LAND CONVEYED TO ROLAND WELSCH NORTH 43° 41' 16" EAST A DISTANCE OF 310.34 FEET TO A ONE HALF INCH STEEL PIN SET BY A FENCE CORNER POST FOR A CORNER OF THIS TRACT FROM WHICH A 33 INCH LIVE OAK TREE BEARS SOUTH 30° 32' 47" EAST A DISTANCE OF 15.87 FEET.

THENCE CONTINUING WITH THE SOUTH LINE OF THIS TRACT NORTH 30° 35' 10" WEST A DISTANCE OF 75.20 FEET TO THE PLACE OF BEGINNING.

TRACT 1A:

FIELD NOTES TO A THIRTY (30) FOOT WIDE INGRESS EGRESS EASEMENT OUT OF SURVEY NUMBER 1, J.M. VERAMENDI TWO LEAGUE SURVEY, ABSTRACT NUMBER 2, IN COMAL COUNTY, TEXAS AND BEING A PORTION OF THAT 18.4 ACRE TRACT OF LAND CONVEYED BY OTTO A. KRUEGER TO RONALD WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGE 430 TO 432 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS AND ALSO BEING A PORTION OF THAT 7.3 ACRE TRACT OF LAND CONVEYED BY C.L. CHERRY ET UX, TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGES 399 TO 400 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS. SAID THIRTY (30) FOOT WIDE INGRESS EGRESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT ON THE SOUTH LINE OF THIS EASEMENT AND BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF THAT 18.4 ACRE TRACT THAT WAS CONVEYED BY OTTO A. KRUEGER TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGES 430 TO 432 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS.

THENCE WITH THE SOUTH LINE OF THIS EASEMENT AND THE SOUTH LINE OF THE AFORESAID 18.4 ACRE TRACT NORTH 49° 53' 18" EAST A DISTANCE OF 337.37 FEET TO A THREE QUARTER INCH STEEL PIN FOUND BY A FENCE CORNER POST FOR THE SOUTHEAST CORNER OF THIS EASEMENT AND ALSO BEING THE SOUTHEAST CORNER OF THE AFORESAID 18.4 ACRE TRACT.

THENCE ALONG THE EAST LINE OF THE AFORESAID 18.4 ACRE TRACT NORTH 09° 49' 45" WEST A DISTANCE 34.74 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID 18.4 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS EASEMENT.

THENCE ALONG THE NORTH LINE OF THIS EASEMENT THE FOLLOWING THREE CALLS: SOUTH 49° 53' 18" WEST A DISTANCE OF 380.27 FEET TO A POINT FOR A CORNER OF THIS EASEMENT; SOUTH 30° 35' 10" EAST A DISTANCE OF 77.87 FEET TO A POINT FOR A CORNER OF THIS EASEMENT AND SOUTH 43° 41' 16" WEST A DISTANCE OF 295.40 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS EASEMENT.

THENCE WITH THE WEST LINE OF THIS EASEMENT SOUTH 60° 50' 42" EAST A DISTANCE OF 30.99 FEET TO A ONE HALF INCH STEEL PIN SET BY A FENCE CORNER POST FOR THE SOUTHWEST CORNER OF THIS EASEMENT AND ALSO BEING A CORNER ON THE SOUTH LINE OF THAT 7.3 ACRE TRACT OF LAND CONVEYED BY C.L. CHERRY ET UX, TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGES 399 TO 400 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS.

THENCE WITH THE SOUTH LINE OF THIS EASEMENT AND THE SOUTH LINE OF THE AFORESAID 7.3 ACRE TRACT THE FOLLOWING TWO CALLS; NORTH 43° 41' 16" EAST A DISTANCE OF 310.34 FEET TO A ONE HALF INCH STEEL PIN SET BY A FENCE CORNER POST FOR A CORNER OF THIS EASEMENT FROM WHICH A 33 INCH LIVE OAK TREE BEARS SOUTH 30° 32' 47" EAST A DISTANCE OF 15.87 FEET AND NORTH 30° 35' 10" WEST A DISTANCE OF 75.20 FEET TO THE PLACE OF BEGINNING.

TRACT 2:

FIELD NOTES TO 79.112 ACRES OF LAND BEING APPROXIMATELY 68.370 ACRES OF LAND OUT OF SURVEY NUMBER 1, J.M. VERAMENDI AND APPROXIMATELY 10.742 ACRES OF LAND OUT OF SURVEY NUMBER 99, FRANCISO RODRIQUEZ IN COMAL COUNTY, TEXAS. SAID 79.112 ACRE TRACT OF LAND ALSO BEING A PORTION OF AN 18.4 ACRE TRACT OF LAND CONVEYED BY OTTO A. KRUEGER TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGES 430 TO 432 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS AND BEING A PORTION OF AN 84.15 ACRE TRACT OF LAND CONVEYED BY EMILIE NOWOTNY ET AL, TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 62, PAGE 46 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS AND ALSO BEING A PORTION OF THAT 7.3 ACRE TRACT OF LAND CONVEYED BY C.L. CHERRY ET UX, TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGES 399 TO 400 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS. SAID 79.112 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A ONE HALF INCH STEEL PIN SET ON THE SOUTHEAST RIGHT OF WAY LINE OF THE INTERNATIONAL AND GREAT NORTHERN RAILROAD FOR A CORNER OF THIS TRACT AND BEING THE NORTHWEST CORNER OF THAT 18.4 ACRE TRACT OF LAND CONVEYED BY OTTO A. KRUEGER TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGES 430 TO 432 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS. SAID BEGINNING POINT ALSO BEING THE NORTHEAST CORNER OF THAT 84.15 ACRE TRACT OF LAND CONVEYED BY EMILIE NOWOTNY, ET AL, TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 62, PAGE 46 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS FROM SAID BEGINNING POINT THE INTERSECTION OF THE SOUTHEAST LINE OF SAID INTERNATIONAL AND GREAT NORTHERN RAILROAD AND THE SOUTH LINE OF WALD ROAD BEARS NORTH 62° 05' 42" EAST A DISTANCE OF 105.77 FEET.

THENCE WITH THE SOUTHEAST RIGHT OF WAY LINE OF THE INTERNATIONAL AND GREAT NORTHERN RAILROAD THE FOLLOWING TWO CALLS SOUTH 31° 14' 24" EAST A DISTANCE OF 25.04 FEET TO A ONE HALF INCH STEEL PIN SET FOR A CORNER AND SOUTH 62° 05' 42" WEST A DISTANCE OF 1415.99 FEET TO A ONE HALF INCH STEEL PIN SET AT THE P.C. OF A CURVE TO THE LEFT.

THENCE ALONG THE SOUTHEAST RIGHT OF WAY OF SAID RAILROAD WITH A CURVE TO THE LEFT (WHOSE CENTRAL ANGLE IS 02° 19' 38", RADIUS IS 5654.58 FEET AND WHOSE CHORD BEARS SOUTH 60° 55' 55" WEST A DISTANCE OF 229.67 FEET) AN ARC DISTANCE OF 229.69 FEET TO A ONE HALF INCH STEEL PIN SET ON THE WEST LINE OF SURVEY NUMBER 1, J.M. VERAMENDI FOR A CORNER OF THIS TRACT.

THENCE WITH THE WEST LINE OF SURVEY NUMBER 1, J.M. VERAMENDI AND THE SOUTHEAST RIGHT OF WAY LINE OF THE INTERNATIONAL AND GREAT NORTHERN RAILROAD NORTH 28° 50' 50" WEST A DISTANCE OF 25.00 FEET TO A ONE HALF INCH STEEL PIN SET ON A CURVE TO THE LEFT.

THENCE WITH THE SOUTHEAST RIGHT OF WAY LINE OF SAID RAILROAD WITH A CURVE TO THE LEFT (WHOSE CENTRAL ANGLE IS $02^{\circ} 35' 54''$, RADIUS IS 5679.58 FEET AND WHOSE CHORD BEARS SOUTH $58^{\circ} 28' 29''$ WEST A DISTANCE OF 257.53 FEET) AN ARC DISTANCE OF 257.55 FEET TO A ONE HALF INCH STEEL PIN SET AT THE P.T. OF THE CURVE.

THENCE CONTINUING ALONG THE SOUTHEAST RIGHT OF WAY LINE OF SAID RAILROAD SOUTH $57^{\circ} 10' 32''$ WEST A DISTANCE OF 19.93 FEET TO A ONE HALF INCH STEEL PIN SET FOR THE NORTHWEST CORNER OF THIS TRACT AND ALSO BEING THE NORTHWEST CORNER OF THE AFORESAID 84.15 ACRE TRACT OF LAND CONVEYED TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 62, PAGE 46 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS.

THENCE WITH THE WEST LINE OF THIS TRACT SOUTH $28^{\circ} 50' 50''$ EAST A DISTANCE OF 1654.00 FEET TO A ONE HALF INCH STEEL PIN SET BY A FENCE CORNER POST FOR THE SOUTHWEST CORNER OF THIS TRACT AND BEING THE NORTHWEST CORNER OF THAT 11.65 ACRE TRACT CONVEYED BY ROLAND WELSCH TO WM. FEY BY DEED AS RECORDED IN VOLUME 62, PAGE 367 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS.

THENCE WITH THE SOUTH LINE OF THIS TRACT AND THE NORTH LINE OF THE AFORESAID 11.65 ACRE TRACT THE FOLLOWING THREE CALLS; NORTH $72^{\circ} 00' 54''$ EAST A DISTANCE OF 996.31 FEET TO A ONE HALF INCH STEEL PIN SET BY A FENCE CORNER POST FOR A CORNER OF THIS TRACT; SOUTH $82^{\circ} 23' 45''$ EAST A DISTANCE OF 188.31 FEET TO A ONE HALF INCH STEEL PIN SET IN THE BASE OF A 24 INCH PECAN TREE FOR A CORNER OF THIS TRACT AND NORTH $20^{\circ} 44' 40''$ EAST A DISTANCE OF 204.10 FEET TO A ONE HALF INCH STEEL PIN SET BY A FENCE CORNER POST FOR A CORNER OF THIS TRACT AND BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF THAT 7.3 ACRE TRACT OF LAND CONVEYED BY C.L. CHERRY ET UX, TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGES 399 TO 400 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS.

THENCE CONTINUING ALONG THE SOUTH LINE OF THIS TRACT AND THE SOUTH LINE OF THE AFORESAID 7.3 ACRE TRACT THE FOLLOWING TWO CALLS; NORTH $89^{\circ} 46' 58''$ EAST PASSING AT 102.58 FEET THE CENTER OF THE DRY COMAL CREEK IN ALL A DISTANCE OF 205.00 FEET TO A ONE HALF INCH STEEL PIN SET BY A FENCE CORNER POST FOR A CORNER OF THIS TRACT AND NORTH $11^{\circ} 28' 35''$ EAST A DISTANCE OF 499.13 FEET TO A ONE HALF INCH STEEL PIN SET BY A FENCE CORNER POST FOR A CORNER OF THIS TRACT.

THENCE CONTINUING ALONG THE SOUTH LINE OF THIS TRACT THE FOLLOWING THREE CALLS; NORTH $60^{\circ} 50' 42''$ EAST A DISTANCE OF 704.67 FEET TO A ONE HALF INCH STEEL PIN SET FOR A CORNER OF THIS TRACT; NORTH $45^{\circ} 41' 42''$ EAST A DISTANCE OF 947.72 FEET TO A ONE HALF INCH STEEL PIN SET FOR A CORNER OF THIS TRACT AND NORTH $55^{\circ} 45' 46''$ EAST A DISTANCE OF 194.16 FEET TO A ONE HALF INCH STEEL PIN SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE EAST LINE OF THIS TRACT THE FOLLOWING THREE CALLS; NORTH 10° 14' 20" WEST A DISTANCE OF 158.72 FEET TO A ONE HALF INCH STEEL PIN SET IN THE BASE OF A 33 INCH LIVE OAK TREE FOR A CORNER OF THIS TRACT; NORTH 00° 20' 08" WEST A DISTANCE OF 51.87 FEET TO A ONE HALF INCH STEEL PIN SET IN THE BASE OF A 21 INCH HACKBERRY TREE FOR A CORNER OF THIS TRACT AND NORTH 04° 29' 26" EAST A DISTANCE OF 158.79 FEET TO A ONE INCH IRON PIPE FOUND ON A CURVE TO THE LEFT ON THE SOUTH RIGHT OF WAY LINE OF WALD ROAD FOR A CORNER OF THIS TRACT AND ALSO BEING THE MOST SOUTHERLY CORNER OF THAT 1.074 ACRE TRACT OF LAND THAT WAS CONVEYED BY ROLAND WELSCH ET UX TO COMAL COUNTY BY DEED AS RECORDED IN VOLUME 112, PAGES 613 TO 615 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS.

THENCE WITH THE SOUTH RIGHT OF WAY LINE OF SAID WALD ROAD WITH A CURVE TO THE LEFT (WHOSE CENTRAL ANGLE IS 05° 49' 57", RADIUS IS 1244.73 FEET AND WHOSE CHORD BEARS SOUTH 64° 33' 42" WEST A DISTANCE OF 126.65 FEET) AN ARC DISTANCE OF 126.71 FEET TO A ONE HALF INCH STEEL PIN SET FOR THE P.T. OF THE CURVE.

THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY LINE OF SAID WALD ROAD SOUTH 62° 08' 30" WEST A DISTANCE OF 233.90 FEET TO A ONE HALF INCH STEEL PIN SET FOR THE P.C. OF A CURVE TO THE RIGHT.

THENCE ALONG SAID RIGHT OF WAY AND WITH THE CURVE TO THE RIGHT (WHOSE CENTRAL ANGLE IS 90° 00' 00", RADIUS IS 302.80 FEET AND WHOSE CHORD BEARS NORTH 72° 51' 30" WEST A DISTANCE OF 428.22 FEET) AN ARC DISTANCE OF 475.64 FEET TO A ONE HALF INCH STEEL PIN SET FOR THE P.T. OF THE CURVE.

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 27° 54' 18" WEST A DISTANCE OF 10.60 FEET TO A ONE HALF INCH STEEL PIN SET AT THE INTERSECTION OF THE SOUTH LINE OF THE AFORESAID WALD ROAD AND THE SOUTHEAST LINE OF THE INTERNATIONAL AND GREAT NORTHERN RAILROAD FOR THE MOST NORTHERLY CORNER OF THIS TRACT.

THENCE WITH THE SOUTHEAST LINE OF THE AFORESAID RAILROAD SOUTH 62° 05' 42" WEST A DISTANCE OF 105.77 FEET TO THE PLACE OF BEGINNING.

TRACT 3:

FIELD NOTES TO 3.531 ACRES OF LAND OUT OF SURVEY NUMBER 1, J.M. VERAMENDI IN COMAL COUNTY, TEXAS AND BEING A PORTION OF THAT 18.4 ACRE TRACT OF LAND CONVEYED BY OTTO A. KRUEGER TO RONALD WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGES 430 TO 432 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS AND BEING ALL OF THAT 0.81 ACRE TRACT CONVEYED BY COMAL COUNTY TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 117, PAGES 327 TO 330 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS. SAID 3.531 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A ONE HALF INCH STEEL PIN SET ON THE SOUTHEAST RIGHT OF WAY LINE OF THE INTERNATIONAL AND GREAT NORTHERN RAILROAD AND THE NORTH LINE OF WALD ROAD FOR THE NORTHWEST CORNER OF THIS TRACT AND BEING THE NORTHWEST CORNER OF A 0.81 ACRE TRACT OF LAND THAT WAS CONVEYED BY COMAL COUNTY TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 117, PAGE 327 TO 330 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS. FROM SAID BEGINNING POINT THE NORTHWEST CORNER OF A 18.4 ACRE TRACT OF LAND THAT WAS CONVEYED BY OTTO A. KRUEGER TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 79, PAGES 430 TO 432 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS BEARS SOUTH $62^{\circ} 05' 42''$ WEST A DISTANCE OF 165.77 FEET.

THENCE ALONG THE NORTHWEST RIGHT OF WAY LINE OF WALD ROAD SOUTH $27^{\circ} 54' 18''$ EAST A DISTANCE OF 10.65 FEET TO A ONE HALF INCH STEEL PIN SET FOR THE P.C. OF A CURVE TO THE LEFT.

THENCE WITH THE CURVE TO THE LEFT (WHOSE CENTRAL ANGLE IS $90^{\circ} 00' 00''$ RADIUS IS 242.80 FEET AND WHOSE CHORD BEARS SOUTH $72^{\circ} 51' 30''$ EAST A DISTANCE OF 343.37 FEET) AN ARC DISTANCE OF 381.39 FEET TO A ONE HALF INCH STEEL PIN SET FOR THE P.T. OF THE CURVE.

THENCE CONTINUING ALONG THE NORTHWEST RIGHT OF WAY LINE OF WALD ROAD NORTH $62^{\circ} 08' 30''$ EAST A DISTANCE OF 233.90 FEET TO A ONE HALF INCH STEEL PIN SET FOR THE P.C. OF A CURVE TO THE RIGHT.

THENCE WITH THE CURVE TO THE RIGHT (WHOSE CENTRAL ANGLE IS $07^{\circ} 57' 06''$, RADIUS IS 1303.60 FEET AND WHOSE CHORD BEARS NORTH $66^{\circ} 03' 26''$ EAST A DISTANCE OF 180.77 FEET) AN ARC DISTANCE OF 180.92 FEET TO A ONE HALF INCH STEEL PIN FOUND ON THE NORTHWEST RIGHT OF WAY LINE OF WALD ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT AND ALSO BEING THE SOUTHEAST CORNER OF THE AFORESAID 0.81 ACRE TRACT THAT WAS CONVEYED TO ROLAND WELSCH BY DEED AS RECORDED IN VOLUME 117, PAGES 327 TO 330 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS.

THENCE WITH THE NORTHEAST LINE OF THE AFOREMENTIONED 0.81 ACRE TRACT THAT WAS CONVEYED TO ROLAND WELSCH NORTH 29° 27' 33" WEST A DISTANCE OF 266.43 FEET TO A ONE HALF INCH STEEL PIN SET ON THE SOUTHEAST RIGHT OF WAY LINE OF THE INTERNATIONAL AND GREAT NORTHERN RAILROAD FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE SOUTHEAST RIGHT OF WAY LINE OF THE AFORESAID RAILROAD SOUTH 62° 05' 42" WEST A DISTANCE OF 649.62 FEET TO THE PLACE OF BEGINNING.

TRACT 4:

FIELD NOTES TO 0.944 ACRES OF LAND OUT OF SURVEY NUMBER 1, J.M. VERAMENDI, ABSTRACT 2 IN COMAL COUNTY, TEXAS. SAID 0.944 ACRE TRACT OF LAND BEING A PORTION OF A 3.14 ACRE TRACT OF LAND CONVEYED BY FRIEDRICH SCHAEFER AND WIFE, ELSIE SCHAEFER TO INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY BY DEED AS RECORDED IN VOLUME P, PAGE 111 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS AND ALSO BEING A PORTION OF A 3.4 ACRE TRACT OF LAND CONVEYED BY THOMAS SCHWAB TO INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY BY DEED AS RECORDED IN VOLUME P, PAGE 112 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS. SAID 0.944 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A ONE HALF INCH STEEL PIN SET ON THE SOUTHEAST RIGHT OF WAY LINE OF THE INTERNATIONAL AND GREAT NORTHERN RAILROAD FOR THE NORTHEAST CORNER OF THIS TRACT FROM WHICH THE INTERSECTION OF THE SOUTHEAST LINE OF SAID RAILROAD RIGHT OF WAY AND THE SOUTH LINE OF WALD ROAD BEARS NORTH 62° 05' 42" EAST A DISTANCE OF 105.77 FEET.

THENCE WITH THE SOUTHEAST RIGHT OF WAY' LINE OF THE AFORESAID RAILROAD THE FOLLOWING TWO CALLS; SOUTH 31° 14' 24" EAST A DISTANCE OF 25.04 FEET TO A ONE HALF INCH STEEL PIN SET FOR A CORNER AND SOUTH 62° 05' 42" WEST A DISTANCE OF 1415.99 FEET TO A ONE HALF INCH STEEL PIN SET AT THE P.C. OF A CURVE TO THE LEFT.

THENCE ALONG THE SOUTHEAST RIGHT OF WAY LINE OF SAID RAILROAD WITH A CURVE TO THE LEFT (WHOSE CENTRAL ANGLE IS 02° 19' 38", RADIUS IS 5654.58 FEET AND WHOSE CHORD BEARS SOUTH 60° 55' 55" WEST A DISTANCE OF 229.67 FEET) AN ARC DISTANCE OF 229.69 FEET TO A ONE HALF INCH STEEL PIN SET ON THE WEST LINE OF SURVEY NUMBER 1, J.M. VERAMENDI FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE WITH THE WEST LINE OF SURVEY NUMBER 1, J.M. VERAMENDI AND THE SOUTHEAST RIGHT OF WAY LINE OF THE AFORESAID RAILROAD NORTH 28° 50' 50" WEST A DISTANCE OF 25.00 FEET TO A ONE HALF INCH STEEL PIN SET ON A CURVE TO THE RIGHT FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE WITH THE CURVE TO THE RIGHT (WHOSE CENTRAL ANGLE IS 02° 19' 16", RADIUS IS 5679.58 FEET, AND WHOSE CHORD BEARS NORTH 60° 56' 04" EAST A DISTANCE OF 230.08 FEET) AN ARC DISTANCE OF 230.10 FEET TO A ONE HALF INCH STEEL PIN SET AT THE P.T. OF THE CURVE.

THENCE GENERALLY ALONG A FENCE NORTH 62° 05' 42" EAST A DISTANCE OF 1414.54 FEET TO THE PLACE OF BEGINNING.

SUBJECT PROPERTY BEING LOCATED IN THE CITY OF NEW BRAUNFELS SITUATED ON KRUEGER CANYON ROAD, ALSO DESCRIBED AS FOLLOWS:

TRACT A:

A 93.889 acre tract of land located in the Juan M. Veramendi Two League Survey Abstract No. 2, Comal County, Texas,

Being comprised of the following three tracts of land, a 79.112 acre tract, a 13.910 acre tract and a 0.944 of an acre tract, all recorded in Document No. 201506007371 of the Official Public Records of Comal County, Texas. Said 93.899 acre tract being more fully described as follows:

BEGINNING at a ½" iron rod with cap "HMT" set for the Northeast corner of said 0.944 of an acre tract at the Southwest corner of the intersection of Krueger Canyon Road and the Union Pacific railroad right of way.

THENCE with Southwest right of way of Krueger Canyon Road and the Northeast line of said 0.944 of an acre tract and said 79.112 acre tract, the following four calls:

- 1.) South 28°10'44" East, a distance of 10.56 feet to a ½" iron rod with cap "HMT" set;
- 2.) Along a non-tangent curve to the left, said curve having a radius of 302.80 feet, a central angle of 89°57'46.08", a chord bearing and distance of South 73°02'54" East, 428.08 feet, for an arc distance of 475.44 feet to a ½" iron rod found;
- 3.) North 61°57'05" East, a distance of 233.74 feet to a ½" iron rod found;
- 4.) Along a non-tangent curve to the right, said curve having a radius of 2563.53 feet, a central angle of 2°50'00.24", a chord bearing and distance of North 64°18'21" East, 126.76 feet, for an arc distance of 126.77 feet to a ½" iron rod with cap "HMT" found for the Northeast corner of said 79.112 acre tract and the Northwest corner of a called 9.563 acre tract, recorded in Document No. 200406009512 of the Official Public Records of Comal County, Texas;

THENCE with the East line of said 79.112 acre tract and the West line of said 9.563 acre tract, the following three calls:

- 1.) South 04°18'15" West, a distance of 159.75 feet to a ½" iron rod found;
- 2.) South 00°17'53" East, a distance of 52.05 feet to a ½" iron rod found;
- 3.) South 10°29'58" East, a distance of 159.32 feet to a ½" iron rod found for a Southeast corner of said 79.112 acre tract and the Northeast corner of said 13.910 acre tract, lying in the West line of said 9.563 acre tract;

THENCE continuing with the West line of said 9.563 acre tract and the East line of said 13.910 acre tract, the following three calls:

- 1.) South 10°23'53" East, a distance of 50.95 feet to a point at the approximate centerline of the Dry Comal Creek;
- 2.) Along the centerline of the Dry Comal Creek, North 55°19'06" East, a distance of 113.95 feet to a point in the Creek;
- 3.) South 10°00'36" East, a distance of 630.84 feet to a ½" iron rod found for the Southeast corner of said 9.563 acre tract and the Southeast corner of said 13.910 acre tract, lying in the North line of a called 19.968 acre tract, recorded in Document No. 201306010386 of the Official Public Records of Comal County, Texas;

THENCE with South line of said 13.910 acre tract and the North line of said 19.968 acre tract, South 49°42'35" West, a distance of 337.53 feet to a ½" iron rod found for the Northwest corner of said 19.968 acre tract, lying in the East line of a called 37.35 acre tract conveyed in Document No. 201706035913, described in Volume 77, Page 435 of the Deed Records of Comal County, Texas and the East line of a 7.3 acre tract removed from said 37.35 acre tract, recorded in Volume 79, Page 399 of the Deed Records of Comal County, Texas;

THENCE with the Southeast line of said 13.910 acre tract and the South line of said 7.3 acre tract removed from the 37.35 acre tract, the following two calls:

- 1.) South 30°55'48" East, a distance of 74.80 feet to a 3" pipe fence corner post found;
- 2.) South 43°27'00" West, a distance of 310.18 feet to a 6" cedar fence corner post found for the Southwest corner of said 13.910 acre tract and the Southeast corner of said 79.112 acre tract;

THENCE with the Southeast line of said 79.112 acre tract and the South line of said 7.3 acre tract, the following two calls:

- 1.) South 11°27'20" West, a distance of 498.73 feet to a 3" pipe fence corner post found;
- 2.) Crossing the Dry Comal Creek, South 89°09'09" West, a distance of 203.25 feet to a 6" cedar fence corner post found in the North line of said 37.35 acre tract;

THENCE continuing with the South line of said 79.112 acre tract and the North line of said 37.35 acre tract, the following three calls:

- 1.) South 20°57'35" West, a distance of 203.06 feet to a fence corner post found;
- 2.) North 82°56'37" West, a distance of 187.87 feet to a 6" cedar fence corner post found;
- 3.) South 71°51'40" West, a distance of 995.02 feet to a 6" cedar fence corner post found for the Southwest corner of said 79.112 acre tract and the Northwest corner of said 37.35 acre tract; lying in the East line of a called 9.52 acre tract, recorded in Document No. 201406001106 of the Official Public Records of Comal County, Texas;

THENCE with the East line of the 9.52 acre tract and the West line of said 79.112 acre tract, North 29°02'12" West, a distance of 1653.96 feet to a ½" iron rod found for the Northwest corner of said 79.112 acre tract and the Northeast corner of said 9.52 acre tract, lying in the Union Pacific South right of way line;

THENCE with the Union Pacific South right of way line, the following five calls:

- 1.) With the North line of said 79.112 acre tract, North 57°26'30" East, a distance of 19.94 feet to a ½" iron rod found;
- 2.) Along a non-tangent curve to the right, said curve having a radius of 5679.58 feet, a central angle of 2°35'53.52", a chord bearing and distance of North 58°16'32" East, 257.53 feet, for an arc distance of 257.55 feet to a point for the Northeast corner of said 79.112 acre tract and the Northwest corner of said 0.944 of an acre tract;
- 3.) With the North line of said 0.994 of an acre tract, along a non-tangent curve to the right, said curve having a radius of 5679.58 feet, a central angle of 2°19'25.32", a chord bearing and distance of North 60°44'02" East, 230.32 feet, for an arc distance of 230.34 feet to a ½" iron rod found;
- 4.) North 61°56'27" East, a distance of 1413.19 feet to a ½" iron rod found;
- 5.) North 61°51'13" East, a distance of 105.87 feet to the POINT OF BEGINNING, containing 93.889 acres of land in Comal County, Texas.

TRACT B:

A 3.517 acre tract of land of land located in the Juan M. Veramendi Two League Survey Abstract No. 2, Comal County, Texas,

Being that same land, called 3.531 acres recorded in Document No. 201506007371 of the Official Public Records of Comal County, Texas. Said 3.517 acre tract being more fully described as follows:

BEGINNING at a ½" iron rod found in the North right of way of Krueger Canyon Road for the Southeast corner of said 3.531 acre tract and the Southwest corner of a called 4.55 acre tract, recorded in Document No. 201506030045 of the Official Public Records of Comal County, Texas;

THENCE with the South line of said 3.531 acre tract and the North line of Krueger Canyon Road, the following four calls:

1.) Along a curve to the left, said curve having a radius of 1303.60 feet, a central angle of 7°56'21.84", a chord bearing and distance of South 65°49'32" West, 180.49 feet, for an arc distance of 180.64 feet to a ½" iron rod found;

2.) South 61°56'55" West, a distance of 234.06 feet to a ½" iron rod found;

3.) Along a non-tangent curve to the right, said curve having a radius of 242.80 feet, a central angle of 90°02'25.44", a chord bearing and distance of North 72°59'35" West, 343.49 feet, for an arc distance of 381.56 feet to a ½" iron rod found;

4.) North 28°10'44" West, a distance of 10.56 feet to a ½" iron rod found in the line of the Union Pacific Railroad South right of way for the Northwest corner of said 3.531 acre tract;

THENCE with the Union Pacific Railroad South right of way and the North line of said 3.531 acre tract, North 62°05'46" East, a distance of 649.83 feet to a 6" cedar fence corner post found for the Northeast corner of said 3.531 acre tract and the Northwest corner of said 4.55 acre tract;

THENCE with the East line of said 3.531 acre tract and the West line of said 4.55 acre tract, South 29°33'46" East, a distance of 264.31 feet to the POINT OF BEGINNING, containing 3.517 acres of land in Comal County, Texas.

TRACT XVIII

BEING THE PROPERTY CONVEYED TO CEMEX CONSTRUCTION MATERIALS SOUTH, LLC, BY SPECIAL WARRANTY DEED FROM JOHN F. OWENS AND TRACY OWENS, RECORDED NOVEMBER 13, 2024 IN OFFICIAL PUBLIC RECORDS AT INSTRUMENT NUMBER 202406034651 FOR COMAL COUNTY, TEXAS.

PROP ID: 73021

Being a 15.006 acre tract of land, located in the S.A. & M.G.R.R. Co. Survey, Abstract No. 588, and the S.A. & M.G.R.R. Co. Survey, Abstract No. 587, both situated within Comal County, Texas, and being the same tract called 15.008 acres, recorded in Document No. 200706040920, Official Public Records of Comal County, Texas, said 15.006 acre tract of land being more particularly described as follows:

BEGINNING at a 6 inch metal fence post, for an interior corner of a called 54.58 acre tract, recorded in Document No. 201906046372, Official Public records of Comal County, Texas, for the West corner of the above referenced 15.008 acre tract, for the West corner and Point of Beginning of this tract.

THENCE along a common line of the said 54.58 acre tract and said 15.008 acre tract, N 65°02'14" E a distance of 717.44 feet to a 1" iron pipe found in the Southwest line of lot 27 block 5, Amending plat of The Preserve Unit 1, recorded in Document No. 201206045299, Map and Plat Records of Comal County, Texas, for the East corner of said 54.58 acre tract, for the North corner of said 15.008 acre tract, for the North corner of this tract.

THENCE along the common line of said lot 27 block 5, the Southwest line of lot 13 block 5 and partially along the Southwest line of lot 14 block 5 of said Amending plat of The Preserve Unit 1, and the Northeast line of said 15.008 acre tract, the following 2 calls;

1. S 25°00'59" E a distance of 458.36 feet to a ½" iron pin found at the common corner of said lots 13 and 14 of said Amending plat of The Preserve Unit 1, for an angle point of this tract.
2. S 24°58'38" E a distance of 601.87 feet to a 4 inch pipe post found in same, for the most Easterly Northeast corner of a called 143.72 acre tract, recorded in Document No. 201806001098, Official Public Records of Comal County, Texas, for the East corner of said 15.008 acre tract, for the East corner of this tract.

THENCE along the common line of said 143.72 acre tract and said 15.008 acre tract, the following 2 calls:

1. S 64°05'10" W a distance of 221.00 feet to a 4" pipe post found for an interior corner of said 143.72 acre tract, the Southeast corner of said 15.008 acre tract and the herein described tract.
2. N 66°32'35" W a distance of 926.18 feet to a 1" iron pipe found in same, for the Southernmost corner of said 15.008 acre tract and the herein described tract.

THENCE along a East line of said 54.58 acre tract, a West line of said 15.008 acre tract, N 07°22'26" W a distance of 389.29 feet to the Point of Beginning and containing 15.006 acres of land, more or less.

Together with a non-exclusive easement appurtenant for pedestrian and vehicular ingress and egress over and across the adjacent and contiguous tract of land, which right-of-way and easement described in Warranty Deed with Vendor's Lien, dated January 5, 1982 in Document No. 207962, Volume 320, Pages 423-425; Ray Constance and wife, Jeannie M. Constance to Walter B. Hanz, et al.

TRACT XIX

BEING THE PROPERTY CONVEYED TO CEMEX CONSTRUCTION MATERIALS SOUTH, LLC, BY GENERAL WARRANTY DEED FROM KAREN D. WOODY, RECORDED FEBRUARY 8, 2024 IN OFFICIAL PUBLIC RECORDS AT INSTRUMENT NUMBER 202406003957 FOR COMAL COUNTY, TEXAS.

PROP ID: 72340

Being a 19.234 acre tract of land located in the Henry Dietz Survey, No. 448, Abstract no. 123 and the George Ullrich Survey No. 392, Abstract No. 634, all situated in Comal County, Texas, and being the residue of a called 20.124 acre tract conveyed to Karen Woody, recorded in Document No. 201606030394, Official Public Records of Comal County, Texas, said 19.234 acre tract of land being more particularly described as follows:

BEGINNING at a Type II Tx. Dot. Brass disc. monument found in the Southeast right-of-way line of F.M. Highway 1863, said point lying in the Southwest line of the above referenced 20.124 acre tract, the Northeast line of a called 194 acre tract conveyed to June Mayer Steinbring and recorded in Volume 136, Pg. 49, Deed Records of Comal County, Texas, also being a called 40,656 square foot tract, conveyed to the State of Texas, being Tx. Dot, CSJ - 0470-01-013, Parcel 39, recorded in Document No. 200106001668, Official Public Records of Comal County, Texas, for the West corner and POINT OF BEGINNING of the herein described tract.

THENCE along the Southeast right-of-way line of said F.M. Highway 1863 and the Southeast line of said Parcel 39 - 40,656 square foot tract, the following 4 calls:

1. N 59°09'18" E a distance of 181.18 feet to a Type II Tx. Dot brass disc monument found for a corner of this herein described tract;
2. N 63°46'40" E a distance of 244.62 feet to a Type II Tx. Dot brass disc monument found in same, for a corner of this herein described tract;
3. N 68°17'21" E a distance of 193.85 feet to a Type II Tx. Dot brass disc monument found in same, for a corner of this herein described tract;
4. N 70°14'23" E a distance of 1264.13 feet to a ½" iron pin found with a worn cap found, said iron pin, lying in the Northeast line of the above referenced 20.124 acre tract, the East corner of said Parcel 39 - 40,656 square foot tract, also being the East corner of a called 28.982 acre tract, Tract 5, recorded in Document No.

201806028956, Official Public Records, Comal County, Texas and the East corner of this herein described tract;

THENCE along the common line of said 20.124 acre tract and partially along said 28.982 acre tract, Tract 5, the following 4 calls:

1. S 13°05'04" W a distance of 4.04 feet to a ½" iron pin set with plastic cap stamped ("HMT") for a corner of this herein described tract;
2. S 46°02'24" W a distance of 300.09 feet to a ½" iron pin found with plastic cap stamped ("HMT"), for an interior corner of this herein described tract;
3. S 29°40' 54" E a distance of 149.46 feet to a wagon axle found, for an interior corner of this herein described tract;
4. S 49°15'02" W a distance of 728.49 feet to a ½" iron pin set with plastic cap stamped ("HMT") for the West corner of said 28.982 acre tract, Tract 5, also being the lower North corner of the aforementioned 194 acre tract and for a corner of this herein described tract;

THENCE along the common line of said 194 acre tract and said 20.124 acre tract, the following 3 calls:

1. S 48°57'03" W a distance of 17.39 feet to a ½" iron pin set with plastic cap stamped ("HMT"), for a corner of this herein described tract;
2. S 52°27'46" W a distance of 741.57 feet to a ½" iron pin set with plastic cap stamped ("HMT"), for an interior corner of said 194 acre tract, for the South corner of said 20.124 acre tract and the herein described tract;
3. N 37°41'52" W a distance of 734.01 feet to the POINT OF BEGINNING and containing 19.234 acres of land, Comal County, Texas.

TRACT XX

BEING THE PROPERTY CONVEYED TO CEMEX CONSTRUCTION MATERIALS SOUTH, LLC, BY GENERAL WARRANTY DEED FROM RONNY WAYNE JOHNSON, RECORDED NOVEMBER 1, 2022 IN OFFICIAL PUBLIC RECORDS AT INSTRUMENT NUMBER 202206047140 FOR COMAL COUNTY, TEXAS.

PROP ID: 72420

BEING A 6.869 ACRE TRACT OF LAND SITUATED IN THE J. H. HARTMAN SURVEY NO. 358, ABSTRACT NO. 259, COMAL COUNTY, TEXAS, SAID 6.869 ACRE TRACT OF LAND BEING A PART OF A CALLED 7.00 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 9606016852 AND ALL OF A 0.158 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 200506041632, BOTH OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND ALL BEARINGS REFERRED TO IN THIS DESCRIPTION ARE REFERENCED TO A BEARING OF NORTH 40 DEGREES 42 MINUTES 22 SECONDS EAST BETWEEN MONUMENTATION FOUND ALONG A SOUTHEASTERLY LINE OF AN ADJOINING 2.185 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 200506041634 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, SAID 6.869 ACRE TRACT OF LAND SURVEYED UNDER THE SUPERVISION OF RICHARD A. GOODWIN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4069, S. CRAIG HOLLMIG, INC., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIN FOUND ON THE SOUTHERLY LINE OF F.M. 1863, SITUATED ON THE SOUTHWESTERLY LINE OF THAT CERTAIN 4.345 ACRE TRACT RECORDED IN VOLUME 285, PAGE 478 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THAT CERTAIN 3,557 SQUARE FOOT TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 9906016801 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, SITUATED ON THE NORTHEASTERLY LINE OF THE ABOVE REFERENCED 7.00 ACRE TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, LEAVING THE SOUTHERLY LINE OF F.M. 1863, WITH THE SOUTHWEST LINE OF SAID 4.345 ACRE TRACT, THE NORTHEASTERLY LINE OF THE ABOVE REFERENCED 7.00 ACRE TRACT, SOUTH 38 DEGREES 39 MINUTES 18 SECONDS EAST, 659.74 FEET TO A 1/2 INCH IRON PIN FOUND ON THE NORTHERLY LINE OF THAT CERTAIN 20.831 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 9806008994 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, FOR THE SOUTH CORNER OF SAID 4.345 ACRE TRACT, THE EAST CORNER OF THE ABOVE REFERENCED 7.00 ACRE TRACT, FOR THE EAST CORNER OF THIS TRACT;

THENCE, WITH THE SOUTHEASTERLY LINE OF THE ABOVE REFERENCED 7.00 ACRE TRACT, A NORTHWESTERLY LINE OF SAID 20.831 ACRE TRACT, SOUTH 49 DEGREES 27 MINUTES 26 SECONDS WEST, 539.35 FEET TO A 1/2 INCH IRON PIN FOUND FOR A WESTERLY CORNER OF SAID 20.831 ACRE TRACT, SITUATED ON THE NORTHEASTERLY LINE OF A 28.988 ACRE TRACT, CALLED TRACT 2, DESCRIBED IN DOCUMENT NUMBER 200306045444 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, FOR THE SOUTHERLY CORNER OF THE ABOVE REFERENCED 7.00 ACRE TRACT, FOR THE SOUTHERLY CORNER OF THIS TRACT;

THENCE, WITH THE NORTHEASTERLY LINE OF SAID 28.988 ACRE TRACT, THE SOUTHWESTERLY LINE OF THE ABOVE REFERENCED 7.00 ACRE TRACT, NORTH 35 DEGREES 40 MINUTES 46 SECONDS WEST, 480.48 FEET TO A 1/2 INCH IRON PIN FOUND IN SAME, FOR THE SOUTHERLY CORNER OF SAID 2.185 ACRE TRACT, FOR THE WESTERLY CORNER OF THIS TRACT;

THENCE, WITH THE SOUTHEASTERLY LINE OF SAID 2.185 ACRE TRACT, NORTH 40 DEGREES 42 MINUTES 22 SECONDS EAST, 244.50 FEET TO A 1/2 INCH IRON PIN FOUND FOR A CORNER OF SAID 2.185 ACRE TRACT, FOR A CORNER OF THE ABOVE REFERENCED 0.158 ACRE TRACT, FOR AN ANGLE POINT OF THIS TRACT;

THENCE, CONTINUING WITH THE SOUTHEASTERLY AND NORTHEASTERLY LINE OF SAID 2.185 ACRE TRACT, THE NORTHWESTERLY LINE OF THE ABOVE REFERENCED 0.158 ACRE TRACT, NORTH 35 DEGREES 56 MINUTES 57 SECONDS EAST, 110.56 FEET TO A 1/2 INCH IRON PIN FOUND, NORTH 37 DEGREES 07 MINUTES 31 SECONDS WEST, 60.43 FEET TO A 1/2 INCH IRON PIN FOUND, NORTH 30 DEGREES 51 MINUTES 28 SECONDS WEST, 95.04 FEET TO A 1/2 INCH IRON PIN FOUND AND NORTH 20 DEGREES 20 MINUTES 52 SECONDS WEST, 54.95 FEET TO A 1/2 INCH IRON PIN FOUND ON THE SOUTHERLY LINE OF F.M. 1863, FOR THE NORTHERLY CORNER OF SAID 2.185 ACRE TRACT, THE NORTHWESTERLY CORNER OF THE ABOVE REFERENCED 0.158 ACRE TRACT, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, ALONG THE SOUTHERLY LINE OF F.M. 1863, SAME BEING THE SOUTHERLY LINE OF SAID 3,557 SQUARE FOOT TRACT, NORTH 82 DEGREES 00 MINUTES 38 SECONDS EAST, 4.18 FEET TO A 1/2 INCH IRON PIN SET, NORTH 82 DEGREES 01 MINUTES 57 SECONDS EAST, 134.16 FEET TO A 1/2 INCH IRON PIN SET AND NORTH 89 DEGREES 29 MINUTES 30 SECONDS EAST, 20.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.869 ACRES OF LAND, MORE OR LESS.

ALSO KNOWN AS:

BEING A 6.862 ACRE TRACT OF LAND LOCATED IN THE J.H. HARTMAN SURVEY NO. 358, ABSTRACT NO. 259, COMAL COUNTY, TEXAS, BEING THE SAME TRACT CALLED 6.869 ACRES, RECORDED IN DOCUMENT NO. 200806009618, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS, SAID 6.862 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON PIN IN THE SOUTHEAST RIGHT-OF-WAY LINE OF F.M. 1863 FOR THE WEST CORNER OF A CALLED 3.82 ACRE TRACT, RECORDED IN DOCUMENT NO. 202206006575, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS, SAME POINT BEING THE NORTHERNMOST EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING THE SOUTHEAST RIGHT-OF-WAY LINE OF F.M. 1863 AND ALONG THE SOUTHWEST LINE OF SAID 3.82 ACRE TRACT AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT, S 38°59'17" E, A DISTANCE OF 659.44 FEET TO A FOUND 1/2" IRON PIN FOR THE NORTHWEST CORNER OF A CALLED 7.710 ACRE TRACT, "TRACT 3", RECORDED IN DOCUMENT NO. 201806028956, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS, SAME POINT BEING THE SOUTH CORNER OF SAID 3.82 ACRE TRACT, AND THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTHWEST LINE OF SAID 7.710 ACRE TRACT AND THE SOUTHEAST LINE OF THE HEREIN DESCRIBED TRACT, S 49°02'42" W, A DISTANCE OF 538.74 FEET TO A FOUND 1/2" IRON PIN FOR AN EAST CORNER OF SAID 28.982 ACRE TRACT, "TRACT 5", RECORDED IN DOCUMENT NO.

201806028956, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS, SAME POINT BEING THE WEST CORNER OF SAID 7.710 ACRE TRACT, TRACT 3 AND THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE EAST LINE OF SAID 28.982 ACRE TRACT AND THE SOUTHWEST LINE OF THE HEREIN DESCRIBED TRACT, N 36°03'04" W, A DISTANCE OF 480.45 FEET TO A FOUND 1/2" IRON PIN FOR THE SOUTH CORNER OF A CALLED 2.185 ACRE TRACT, RECORDED IN DOCUMENT NO. 201106042908, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS, SAME POINT BEING THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING THE EAST LINE OF SAID 28.982 ACRE TRACT, AND ALONG THE SOUTH AND EAST LINES OF SAID 2.185 ACRE TRACT COMMON WITH THE WEST LINES OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING FIVE (5) CALLS:

1. N 40°18'06" E, A DISTANCE OF 244.29 FEET TO A FOUND 1/2" IRON PIN FOR A CORNER;
2. N 35°36'11" E, A DISTANCE OF 110.59 FEET TO A FOUND 1/2" IRON PIN FOR A CORNER;
3. N 37°27'34" W, A DISTANCE OF 60.30 FEET TO A FOUND 1/2" IRON PIN FOR A CORNER;
4. N 31°15'07" W, A DISTANCE OF 95.02 FEET TO A FOUND 1/2" IRON PIN FOR A CORNER;
5. N 20°39'24" W, A DISTANCE OF 55.08 FEET TO A FOUND 1/2" IRON PIN IN THE AFOREMENTIONED SOUTHEAST RIGHT-OF-WAY LINE OF F.M. 1863 FOR THE NORTHEAST CORNER OF SAID 2.185 ACRE TRACT, AND THE NORTHERNMOST WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF F.M. 1863 AND THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) CALLS:

1. N 83°37'52" E, A DISTANCE OF 4.24 FEET TO A FOUND 1/2" IRON PIN FOR A CORNER;
2. N 81°36'39" E, A DISTANCE OF 133.98 FEET TO A FOUND TXDOT DISC FOR A CORNER;
3. N 88°58'21" E, A DISTANCE OF 20.98 FEET TO THE POINT OF BEGINNING, CONTAINING 6.862 ACRES OF LAND IN COMAL COUNTY, TEXAS.

TRACT XX SURVEY

ALTA/NSPS LAND TITLE SURVEY

BEING A 6.862 ACRE TRACT OF LAND LOCATED IN THE J.H. HARTMAN SURVEY NO. 156, ABSTRACT NO. 259, COMAL COUNTY, TEXAS, BEING THE SAME TRACT CALLED 8.869 ACRES, RECORDED IN DOCUMENT NO. 200909030618, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS.

TABLE

1. MONUMENTS HAVE BEEN LOCATED AT ALL CORNERS OF THE BOUNDARY.
2. THE ADDRESS OF THE SITE IS 1301 P.W. 1863 NEW BRAUNFELS, TEXAS 78133.
3. ACCORDING TO MAP NO. A-1000000000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR DALLAS COUNTY DATED 10/20/00, THE SUBJECT TRACT IS LOCATED WITHIN UNINSURED ZONE A.
4. THE AREA OF THIS SITE IS 6.862 ACRES.
5. EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL ARE SHOWN HEREON.
6. NO PARKING SPACES OF ANY KIND WERE FOUND AT THE TIME OF THE SURVEY.

SURVEY NOTES

BOUNDARIES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLUMB COORDINATE SYSTEM: SOUTH CENTRAL ZONE (1424), NAD 83 (NAD2011) (FIPS 5023.8).

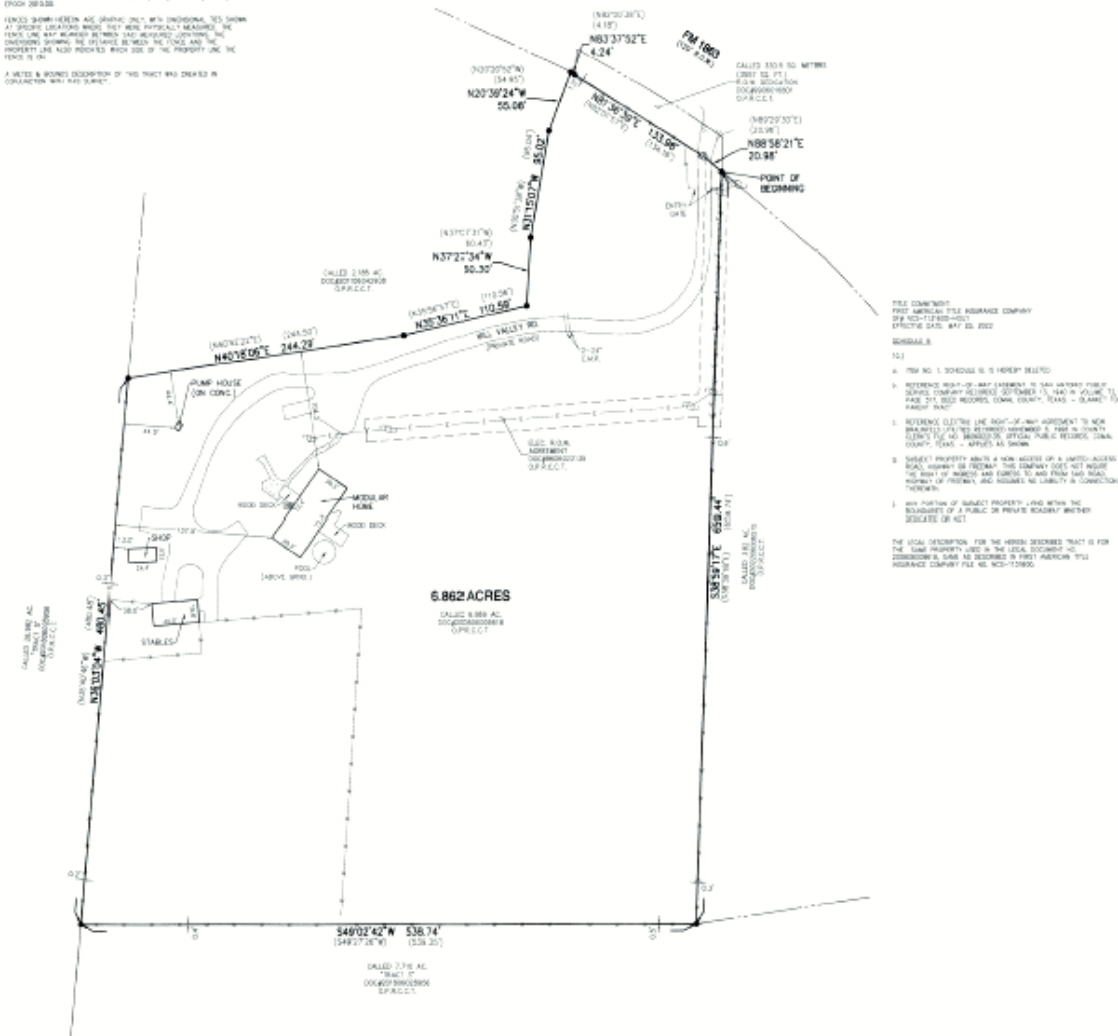
FENCES SHOWN HEREON ARE SHOWN ONLY WITH DIMENSIONS. THEY SHOWN AT SPOTS LOCATED WHERE THEY WERE PHYSICALLY MEASURED. THE FENCE LINE MAY VARY SLIGHTLY FROM THE DIMENSIONS SHOWN. THE DIMENSIONS SHOWN ARE THE DISTANCE BETWEEN THE TOWER AND THE PROPERTY LINE. ALSO PROVIDES BECH 200 OF THE PROPERTY AND THE FENCE IS ON.

A METES & BOUNDS DESCRIPTION OF THIS TRACT WAS OBTAINED IN CONNECTION WITH THIS SURVEY.



LEGEND

- = 1/2" x 1/2" IRON PIN
- = IRON SETBACK MONUMENT
- = IRON SETBACK MONUMENT
- = BUILDING SETBACK LINE
- = UTILITY EASEMENT
- = SEWERAGE EASEMENT
- = ROAD-TO-RIGHT
- = RECORD CALL
- = COMPLICATED METAL TYPE
- = OVERHEAD ELECTRIC
- = BARBED WIRE FENCE
- = DUNE OR APPROX. 1
- = BRICK
- = 4" x 4" POST
- = POWER POLE BY CONDUIT
- = POWER POLE
- = SPLIT ANCHOR
- = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS



FILE COMMENT:
 FROM SURVEY FILE INSURANCE COMPANY
 OF NO. 12180-1001
 EFFECTIVE DATE: MAY 20, 2002

REMARKS:

1. FROM NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

HMT
 1300 S. CASTELL AVE., STE. 100
 NEW BRAUNFELS, TX 78133
 PHONE: 714-336-1000
 TOLL FREE: 1-800-360-3600



SURVEYOR'S CERTIFICATION
 I, CHARLES R. COFFEY, STATE OF TEXAS, AND FIRST AMERICAN TITLE INSURANCE COMPANY,
 DO HEREBY CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD SURVEY REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, AS SET FORTH AND ADOPTED BY ALTA/NSPS LAND TITLE SURVEYS AND INCLUDES ITEMS 1, 2, 3, 4, 5, AND 6 OF TABLE A THEREIN.
 THIS SURVEY WAS PERFORMED ON 04/19/2022.
 DATED THIS 21st DAY OF JUNE, 2022.
 WITNESSED BY ME AND FIRST AMERICAN TITLE INSURANCE COMPANY.
 CHARLES R. COFFEY
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4148

TRACT XXI

BEING THE PROPERTY CONVEYED TO CEMEX CONSTRUCTION MATERIALS SOUTH, LLC, BY GENERAL WARRANTY DEED FROM CAROL WARWICK SMITH, RECORDED MARCH 2, 2023 IN OFFICIAL PUBLIC RECORDS AT INSTRUMENT NUMBER 202306006430 FOR COMAL COUNTY, TEXAS.

PROP ID: 71931

BEING A 5.174 ACRE TRACT OF LAND LOCATED IN THE JUAN MARTIN DE VERAMENDI SURVEY NO. 1, ABSTRACT NO. 2 COMAL COUNTY, TEXAS, BEING THAT SAME LAND DESCRIBED AS 5.188 ACRES, RECORDED IN DOCUMENT NO. 9806018999, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS, SAID 5.174 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" IRON ROD FOUND IN THE EAST LINE OF KRUEGER CANYON ROAD, BEING THE SOUTHWEST CORNER OF SAID 5.188 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 3.734 ACRE TRACT, RECORDED IN VOLUME 993, PAGE 819 OF THE COMAL COUNTY DEED RECORDS;

THENCE WITH THE EAST LINE OF KRUGER CANYON ROAD AND THE WEST LINE OF SAID 5.188 ACRE TRACT, THE FOLLOWING FIVE CALLS:

1. NORTH 50°18'50" WEST, A DISTANCE OF 140.23 FEET TO A ½" IRON ROD FOUND;
2. NORTH 20°19'13" WEST, A DISTANCE OF 327.50 FEET TO A ½" IRON ROD FOUND;
3. NORTH 17°55'19" WEST, A DISTANCE OF 230.77 FEET TO A ½" IRON ROD FOUND;
4. NORTH 0°21'40" WEST, A DISTANCE OF 95.53 FEET TO A ½" IRON ROD WITH CAP "HMT" SET;
5. NORTH 33°06'24" EAST, A DISTANCE OF 214.94 FEET TO A ½" IRON ROD WITH CAP "HMT" SET FOR A TURN IN KRUEGER CANYON ROAD AT THE NORTHERNMOST CORNER OF SAID 5.188 ACRE TRACT, LYING IN THE WEST LINE OF A CALLED 1026.8 ACRE TRACT, CONVEYED AS "TRACT 1" RECORDED IN VOLUME 725, PAGE 207 OF THE COMAL COUNTY DEED RECORDS, FROM WHICH A ½" IRON ROD FOUND FOR A POINT IN THE WEST LINE OF SAID 1026.8 ACRE TRACT BEARS NORTH 29°14'03"W-4045.19 FEET;

THENCE WITH THE EAST LINE OF SAID 5.188 ACRE TRACT AND THE WEST LINE OF SAID 1026.8 ACRE TRACT, SOUTH 29°14'03" EAST, A DISTANCE OF 862.60 FEET TO A 3/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 5.188 ACRE TRACT THE SOUTHWEST CORNER OF SAID 1026.8 ACRE TRACT, FROM WHICH A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 3.734 ACRE TRACT BEARS NORTH 60°19'29" EAST, A DISTANCE OF 362.09 FEET;

THENCE WITH THE SOUTH LINE OF SAID 5.188 ACRE TRACT AND THE NORTH LINE OF SAID 3.734 ACRE TRACT, SOUTH 60°27'26" WEST, A DISTANCE OF 282.09 FEET TO THE POINT OF BEGINNING, CONTAINING 5.174 ACRES OF LAND IN COMAL COUNTY, TEXAS.

TRACT XXI SURVEY

5.174 ACRES OF LAND LOCATED IN THE JUAN MARTIN DE VERAMENDI SURVEY NO. 1, ABSTRACT NO. 2, COMAL COUNTY, TEXAS, BEING THE SAME TRACT CALLED 5.188 ACRES OF LAND RECORDED IN DOCUMENT NO. 9806018999, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS.

SURVEY NOTES:
 BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (NAZD83) EPOCH 2011.00.
 THE BEARINGS AND DISTANCES FROM THE PREVIOUSLY RECORDED DEED DO NOT FORM A CLOSED FIGURE.

FENCES SHOWN HEREON ARE GRAPHIC ONLY, WITH DIMENSIONAL TIES SHOWN AT SPECIFIC LOCATIONS WHERE THEY WERE PHYSICALLY MEASURED. THE FENCE LINE MAY MEANDER BETWEEN SAID MEASURED LOCATIONS. THE DIMENSIONS SHOWING THE DISTANCE BETWEEN THE FENCE AND THE PROPERTY LINE ALSO INDICATES WHICH SIDE OF THE PROPERTY LINE THE FENCE IS ON.

TITLE COMMITMENT:
 FIRST AMERICAN TITLE INSURANCE COMPANY
 OFF REC-116451-11007
 EFFECTIVE DATE: FEBRUARY 10, 2023

SCHEDULE B

- 10.) A. FROM NO. 1, SCHEDULE B, IS HEREBY DELETED.
- B. RIGHTS OF PARTIES IN POSSESSION.
- C. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY WHETHER DEDICATED OR NOT.
- D. ALL ENCUMBRANCES, EASEMENTS, VARIATIONS, OR ADVERSE CIRCUMSTANCES AFFECTING TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND, INCLUDING WITHOUT LIMITATION, ALL VISIBLE AND APPARENT EASEMENTS OR USES AND ALL UNDERGROUND EASEMENTS OR USES, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE, (MAY BE AMENDED OR DELETED UPON APPROVAL OF SURVEY).
- E. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.
- F. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, USMITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
- G. SUBJECT TO AN EASEMENT ORIGINALLY IN FAVOR OF SAN ANTONIO PUBLIC SERVICE COMPANY, AS INDICATED BY WARRANTY DEED RECORDED MAY 02, 1944, IN VOLUME 79, PAGE 232, OF THE DEED RECORDS OF COMAL COUNTY, TEXAS - NOT PLOTTABLE, LIKELY REFERRING TO ELEC. EMT, SOUTH OF THIS PROPERTY.

LEGEND:

- = 1/2" IRON PIN UNLESS OTHERWISE NOTED
- = SET 1/2" IRON PIN W/ PLASTIC CAP STAMPED "HMT" UNLESS OTHERWISE NOTED
- B.L. = BUILDING SETBACK LINE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- R.O.W. = RIGHT-OF-WAY
- () = RECORD CALLS
- D.R.C.C.T. = DEED RECORDS OF COMAL COUNTY, TEXAS
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
- P.O.B. = POINT OF BEGINNING

SCALE: 1"=100'

METS AND BOUNDS DESCRIPTION FOR A 5.174 ACRE TRACT OF LAND EXHIBIT "A"

BEING A 5.174 ACRE TRACT OF LAND LOCATED IN THE JUAN MARTIN DE VERAMENDI SURVEY NO. 1, ABSTRACT NO. 2, COMAL COUNTY, TEXAS, BEING THE SAME LAND DESCRIBED AS 5.188 ACRES, RECORDED IN DOCUMENT NO. 9806018999, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS, SAID 5.174 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE EAST LINE OF KRUEGER CANYON ROAD, BEING THE SOUTHWEST CORNER OF SAID 5.188 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 3.734 ACRE TRACT, RECORDED IN VOLUME 99A, PAGE 919 OF THE COMAL COUNTY DEED RECORDS;

THENCE WITH THE EAST LINE OF KRUEGER CANYON ROAD AND THE WEST LINE OF SAID 5.188 ACRE TRACT, THE FOLLOWING FIVE CALLS:

1. NORTH 20°16'50" WEST, A DISTANCE OF 140.33 FEET TO A 1/2" IRON ROD FOUND;
2. NORTH 20°18'13" WEST, A DISTANCE OF 327.50 FEET TO A 1/2" IRON ROD FOUND;
3. NORTH 17°50'14" WEST, A DISTANCE OF 230.77 FEET TO A 1/2" IRON ROD FOUND;
4. NORTH 02°14' WEST, A DISTANCE OF 95.53 FEET TO A 1/2" IRON ROD WITH CAP "HMT" SET;
5. NORTH 33°02'34" EAST, A DISTANCE OF 214.94 FEET TO A 1/2" IRON ROD WITH CAP "HMT" SET FOR A TURN IN KRUEGER CANYON ROAD AT THE NORTHWEST CORNER OF SAID 5.188 ACRE TRACT, LYING IN THE WEST LINE OF A CALLED 1025.8 ACRE TRACT, EXEMPTED AS TRACT "Y" RECORDED IN VOLUME 725, PAGE 307 OF THE COMAL COUNTY DEED RECORDS, FROM WHICH A 1/2" IRON ROD FOUND FOR A POINT IN THE WEST LINE OF SAID 1025.8 ACRE TRACT BEARS NORTH 29°14'03" W - 4045.19 FEET;

THENCE WITH THE EAST LINE OF SAID 5.188 ACRE TRACT AND THE WEST LINE OF SAID 1025.8 ACRE TRACT, SOUTH 29°14'03" EAST, A DISTANCE OF 862.60 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 3.734 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 3.734 ACRE TRACT BEARS NORTH 80°09'23" EAST, A DISTANCE OF 362.09 FEET;

THENCE WITH THE SOUTH LINE OF SAID 5.188 ACRE TRACT AND THE NORTH LINE OF SAID 3.734 ACRE TRACT, SOUTH 82°22'20" WEST, A DISTANCE OF 282.09 FEET TO THE POINT OF BEGINNING, CONTAINING 5.174 ACRES OF LAND IN COMAL COUNTY, TEXAS.



I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS SURVEY IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT ALL OBSERVABLE EVIDENCE OF EASEMENTS ON THE GROUND ARE SHOWN AND ALL OBSERVABLE EVIDENCE OF BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS RELATED TO THE ABOVE PREMISES ARE SHOWN, UNLESS OTHERWISE NOTED.

345
 2-27-23
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6295

HMT ENGINEERING & SURVEYING
 290 S. CASTELL AVE., STE. 100
 NEW BRAUNFELS, TX 78130
 TEL# FROM F-10961
 TEL#S FIRM 10153600

REVISED: 02/23/23 - ADD TO & M&B's

4/13/2026

Agenda Item No. H)

PRESENTER:

Shane Knudson, Fleet Manager

SUBJECT:

Approval of the purchase of vehicles and Equipment with Bluebonnet Motors Ford, United Ag & Turf, Hill Country Outdoor Power, Ewald Kubota, Doggett Freightliner of Austin, and North Texas Trailers for the Drainage Division in the Public Works Department.

DEPARTMENT: Fleet Services**COUNCIL DISTRICTS IMPACTED:** City-wide**BACKGROUND INFORMATION:**

Staff is requesting approval for the purchase of vehicles and Equipment for the Public Works Drainage Division. The new vehicles and Equipment will be utilized to transport employees, equipment, and to maintain city drainage areas.

The City will utilize multiple vendors: Bluebonnet Motors Ford with a City contract, United Ag & Turf through a Sourcewell cooperative Agreement, Hill Country Outdoor Power through a Buyboard cooperative Agreement, Ewald Kubota through a Sourcewell cooperative Agreement, Doggett Freightliner of Austin through a TIPS contract, and North Texas Trailers through a Buyboard cooperative Agreement, all of which have been competitively vetted. The schedule below will provide details for each purchase.

Department	Disposition	Vendor	Qty	Extended Price
Public Works – Drainage 2026 Ford F450 with a Gooseneck Body	New Asset Storm Water Development Fees Fund	Bluebonnet Motors Ford City Contract	1	\$88,600.48
Public Works – Drainage 2026 John Deere Gator	New Asset Storm Water Development Fees Fund	United Ag & Turf Sourcewell Cooperative	1	\$21,433.90
Public Works – Drainage Buffalo Turbine Cyclone 8000	New Asset Storm Water Development Fees Fund	United Ag & Turf Sourcewell Cooperative	1	\$9,923.95
Public Works– Drainage 2026 SCAG Cheetah II, 61-inch Zero Turn Mower	New Asset Storm Water Development Fees Fund	Hill Country Outdoor Power Buyboard Cooperative	1	\$13,599.00
Public Works – Drainage 2026 Exmark Lazer Z 60-inch Zero Turn Mower	New Asset Storm Water Development Fees Fund	Hill Country Outdoor Power Buyboard Cooperative	1	\$11,359.00
Public Works – Drainage 2026 Kubota M5-111 4wd tractor with Land Pride 15ft rotary Cutter	New Asset Storm Water Development Fees Fund	Ewald Kubota Sourcewell Cooperative	1	\$91,955.45
Public Works – Drainage 2026 Kubota M5-111 4wd tractor with Land Pride 15ft rotary Cutter	New Asset Storm Water Development Fees Fund	Ewald Kubota Sourcewell Cooperative	1	\$91,955.45
Public Works – Drainage 2026 Freightliner Grapple Truck	New Asset Storm Water Development Fees Fund	Doggett Freightliner of Austin TIPS Contract	1	\$264,102.28
Public Works – Drainage 2026 Rockins 16ft Landscape Trailer	New Asset Storm Water Development Fees Fund	North Texas Trailers Buyboard Cooperative	1	\$6,490.00
Public Works – Drainage 2026 Air-Tow 3D-14ft Drop & Dump Trailer	New Asset Storm Water Development Fees Fund	North Texas Trailers Buyboard Cooperative	1	\$28,671.75
Total			10	\$628,091.26

ISSUE:

Staff are requesting new vehicles and new equipment to maintain the fiscal stability of city operations.

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity

Organizational Excellence Community Well-Being N/A

FISCAL IMPACT:

The costs for vehicles and equipment described above are incorporated in the Storm Water Development Fees Fund. Therefore, sufficient funds are available to purchase vehicles and equipment.

RECOMMENDATION:

Staff recommends approval of purchases of vehicles and equipment with Bluebonnet Motors Ford, United Ag & Turf, Hill Country Outdoor Power, Ewald Kubota, Doggett Freightliner of Austin, and North Texas Trailers for the Drainage Division in the Public Works Department.

4/13/2026

Agenda Item No. I)

PRESENTER:

Matthew Eckmann, Assistant Director of Public Works

SUBJECT:

Approval of an expenditure of up to \$600,000 for the acquisition of the necessary right-of-way and easements as part of the Kohlenberg Road Project and authorization for the City Manager to execute all necessary conveyance documents.

DEPARTMENT: Public Works**COUNCIL DISTRICTS IMPACTED:** 4**BACKGROUND INFORMATION:**

The Kohlenberg Reconstruction Project is one of the approved projects in Proposition A of the City of New Braunfels 2023 Bond Program. The project will improve the current roadway to four lanes, improve drainage infrastructure, provide intersection enhancements and provide for sidewalks and a shared use path.

ISSUE:

In order to accomplish this project, it is necessary to acquire right-of-way and utility easements from several parcels. The expenditure shall be utilized for the purchase of right-of-way, public utility easements, and any damages for improvements (fencing, landscaping, etc) that will be affected by the acquisition.

FISCAL IMPACT:

Funding for the property acquisitions is incorporated in the 2023 Bond Program, therefore sufficient funds are available.

RECOMMENDATION:

Staff recommends approval of the expenditure and authorization for the City Manager to execute all necessary conveyance documents.

4/13/2026

Agenda Item No. J)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of a recommendation by the Tax Increment Reinvestment Zone #3 Board awarding Business Improvement and Preservation Grants to Bootleggers Pizza Parlor in an amount up to \$2,767.66 and to Red Stag in an amount up to \$17,000.

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: 1, 5

BACKGROUND INFORMATION:

The Tax Increment Reinvestment Zone #3 Board (TIRZ 3 Board) offers Business Improvement and Preservation Grants to business and property owners interested in improving buildings downtown. Eligible projects include façade and exterior improvements, residential and commercial conversions, improvements to public infrastructure and streetscapes, and health, life, and safety updates. This grant program was approved by City Council with Resolution 2023-R59 on October 23, 2023.

Bootleggers Pizza Parlor completed a grant application with the TIRZ 3 Board on February 9, 2026 outlining a project to install a new exterior sign - totaling \$11,070.65. The TIRZ 3 Board reviewed the application at its March 30, 2026 meeting and voted to approve a grant in the amount of \$2,767.66 (25% of the total project cost).

Red Stag completed a grant application with the TIRZ 3 Board on March 18, 2026 outlining a project to repair their original awning, update their entryway stucco, tile, doorframe, and light, and to reinforce and update their exterior sign - totaling \$68,000. The TIRZ 3 Board reviewed the application at its March 30, 2026 meeting and voted to approve a grant in the amount of \$17,000 (25% of the total project cost).

The grants will be awarded on a reimbursement basis after all the work for the improvements have been completed. The applicants will be required to submit all receipts and paid invoices for the work to be awarded the grant.

ISSUE:

Per the guidelines of the Business Improvement and Preservation Grants program, the City Council must review and consider all grant recommendations from the TIRZ 3 Board.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

TIRZ 3 has sufficient fund balance to support the issuance of these grants.

RECOMMENDATION:

Staff recommends approval of the grants to Bootleggers Pizza Parlor and Red Stag.

Presentation, Discussion, & Possible Action

**Item #26-352:
Presentation, discussion, and possible action
on Downtown Business Improvement &
Preservation Grant applications received as
of March 23, 2026**

Grant Application: Bootleggers

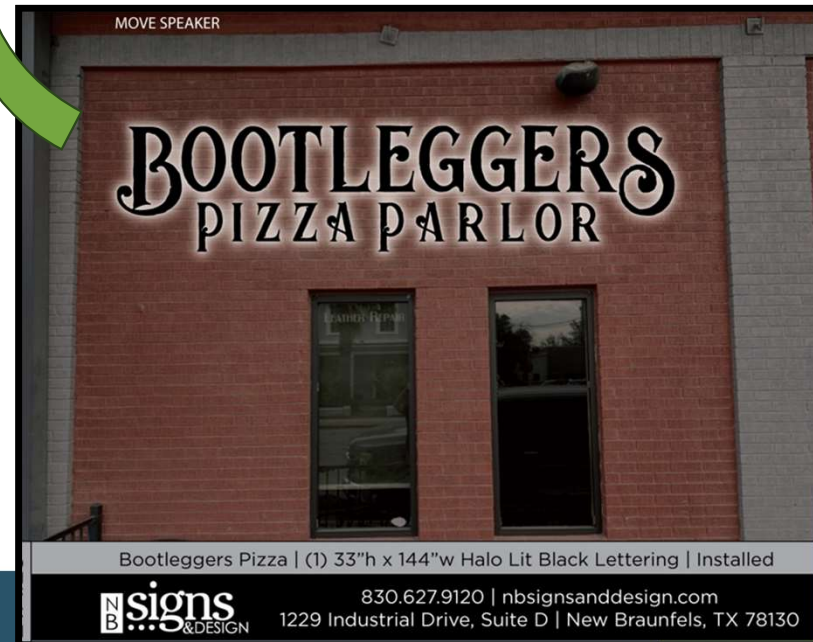
Requestor: Bootleggers Pizza Parlor

- 197 S. Seguin Ave
 - Application submitted 11/3/25
 - completed 2/9/26

Project Total: \$11,070.65 from NB Signs & Design

- Install new Exterior Sign

25% of Project: \$2,767.66



Grant Application: Red Stag

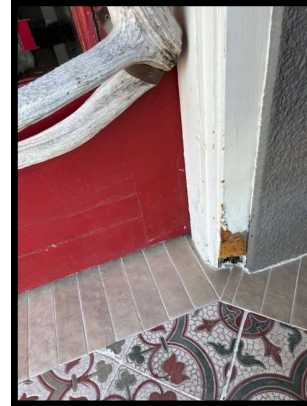
Requestor: Red Stag

- 204 W. San Antonio
 - Application received 1/25/26
 - completed 3/18/26

Project Total: \$68,000 from Double R Construction

- Repair of Original Awning, Lighting & Speakers
- Entryway Update – Stucco, tile, doorframe, & light
- Reinforce & Update Exterior Sign

25% of Project: \$17,000



4/13/2026

Agenda Item No. K)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of a resolution supporting a collaborative effort between the City of New Braunfels, the City of Seguin, and Texas State University for a Workforce Study in Comal and Guadalupe Counties.

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: Citywide

BACKGROUND INFORMATION:

The City of New Braunfels and the City of Seguin share in the management of the Regional Workforce Education Alliance (RWEA) as a multi-stakeholder assembly for clear communication, aligned efforts, collaboration, and targeted support for workforce education efforts. Recently, the RWEA has evaluated and considered the benefits of a workforce study to provide regional leaders, educators, employers and workforce organizations with a clear actionable understanding of where alignment is strong, where gaps persist and where targeted investments can have the greatest impact. At a time when state and regional education and workforce partners are making substantial investments in programs and initiatives, an evidentiary-based workforce study is beneficial to guide future investment decisions.

At the February 10, 2026 RWEA meeting, the Board approved a direction for the study. In lieu of pursuing a consultant, with an estimated cost of \$150,000, an existing member of the RWEA - a professor at Texas State University - elected to lead and conduct the work as a university research project at no cost to the communities. The study “Mapping Education-to-Workforce Pathways in Comal and Guadalupe Counties: An Applied Research Study of Opportunity, Access, and Alignment” will aim to complete the following:

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

The study is anticipated to take a year with a final Regional Workforce Study provided to regional partners, EDCs, and City Council.

The Seguin City Council considered a similar resolution of support at their April 7, 2026 meeting.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

There is no fiscal impact for this study.

RECOMMENDATION:

Staff and the RWEA recommend approval of this resolution in support of the study.

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, TO SUPPORT A COLLABORATIVE EFFORT BETWEEN THE CITY OF NEW BRAUNFELS, THE CITY OF SEGUIN AND TEXAS STATE UNIVERSITY TO FOR TEXAS STATE UNIVERSITY TO PERFORM A STUDY TO MAP AND ANALYZE EDUCATION TO WORKFORCE PATHWAYS IN COMAL AND GUADALUPE COUNTIES.

WHEREAS, the City of New Braunfels (“New Braunfels”) and the City of Seguin (“Seguin”) are experiencing rapid population growth and economic expansion alongside significant shifts in labor market demand; and

WHEREAS, the Regional Workforce Education Alliance (RWEA) is an advisory committee formed through a partnership of New Braunfels and Seguin to support workforce education efforts in the region; and

WHEREAS, the RWEA has identified the need to conduct a regional workforce study to analyze and map education-to-workforce pathways in Comal and Guadalupe Counties – with a goal to provide regional leaders, educators, employers, and workforce organizations with data, gaps, and recommendations for targeted investments and programmatic improvements; and

WHEREAS, New Braunfels and Seguin desire to engage Texas State University to conduct services as described in a unique Scope of Work as identified in Exhibit A; and

WHEREAS, Texas State University has the knowledge, authority, capacity, and experience to perform the services in accordance with the requests of New Braunfels and Seguin as described in Exhibit A.

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

THAT, the City of New Braunfels supports the collaborative effort with the City of Seguin in the undertaking of a study to map and analyze education to workforce pathways in Comal and Guadalupe Counties by Texas State University.

PASSED, ADOPTED, AND APPROVED this __ day of _____, 2026.

City of New Braunfels, Texas

NEAL LINNARTZ, Mayor

Attest:

GAYLE WILKINSON, City Secretary

Project Title

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

Proposed by

Chris Dayley, PhD – Primary Investigator (PI)

Professor, English Department

Director, MA in Technical Communication

Texas State University

I. Executive Summary

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

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

Purpose and Outcomes

The proposed study will:

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

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

Research Approach

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

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

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

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

Deliverables and Timeline

Key deliverables include:

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

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

Value to the Region

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

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

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

II. Purpose and Rationale

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

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

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

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

III. Research Approach and Methodology

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

A. Data Collection

1. Quantitative Data Collection

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

2. Secondary Data Collection

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

3. Qualitative Data Collection

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

B. Data Analysis

1. Quantitative Analysis

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

2. Secondary Data Analysis

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

3. Qualitative Data Analysis

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

4. Integrated Findings

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

IV. Key Deliverables

A. Kickoff & Stakeholder Engagement Plan

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

B. Data Analysis and Findings Memo

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

C. Final Regional Workforce Study Report

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

- Executive summary

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

D. Presentation to Regional Stakeholders

- Briefing for EDCs, RWEA, and partner organizations

V. Research Ethics and Scholarly Component

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

Key commitments:

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

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

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

VI. Value to the Region

This approach offers several advantages:

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

VII. Timeline

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

Phase 1: Project Initiation & Alignment (Month 1)

Key Activities

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

Deliverables

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

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

Key Activities

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

Deliverables

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

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

Key Activities

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

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

Deliverables

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

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

Key Activities

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

Deliverables

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

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

Key Activities

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

Deliverables

- Integrated findings framework
- Draft strategic priorities and recommendations

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

Key Activities

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

Deliverables

- Draft of final Regional Workforce Study Report

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

Key Activities

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

Deliverables

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

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

4/13/2026

Agenda Item No. L)

PRESENTER:

Valeria M. Acevedo, City Attorney

SUBJECT:

Approval of a resolution suspending for 45 days the effective date of the gas utility rate increase under the Gas Reliability Infrastructure Program proposed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas - South Texas Division; and authorizing the City's continued participation in the Alliance of CenterPoint Municipalities.

DEPARTMENT: City Attorney's Office**COUNCIL DISTRICTS IMPACTED:** Districts with CenterPoint customers**BACKGROUND INFORMATION:****ALLIANCE OF CENTERPOINT MUNICIPALITIES ("ACM")**

The City is a member of the Alliance of CenterPoint Municipalities (ACM)-South Texas Division ("ACM-S. Texas"). ACM-S. Texas was organized by a number of municipalities served by CenterPoint Energy Resources Corp. and has been represented by the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

"GRIP" RATE APPLICATIONS

Under Section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the "GRIP" statute (the "Gas Reliability Infrastructure Program").

The Supreme Court of Texas concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission. The Court's opinion has severely limited a city's ability to perform a meaningful review of a gas-utility's GRIP filing.

CENTERPOINT'S "GRIP" APPLICATION

On or about February 17, 2026, CenterPoint filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP") (Gas Utility Regulatory Act, Sec. 104.301). CenterPoint's application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2026 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2099-I-GRIP 2026; R-2099-U-GRIP 2026 Residential	\$27.86 per customer per month	\$2.47 per customer per month	\$30.33 per customer per month	\$2.47 per customer per month
GSS-2099-I-GRIP 2026; GSS-2099-U-GRIP 2026 General Service Small	\$53.12 per customer per month	\$4.18 per customer per month	\$57.30 per customer per month	\$4.18 per customer per month
GSLV-630-I-GRIP 2026; GSLV-630-U-GRIP 2026 General Service Large Volume	\$290.89 per customer per month	\$55.23 per customer per month	\$346.12 per customer per month	\$55.23 per customer per month

CenterPoint’s proposed increase results in the following percentage increases in a customer’s fixed customer charge in its Houston Division:

Residential Customer: 8.7% increase in customer charge
Commercial Customer: 7.9% increase in customer charge
General Service - Large Volume: 19.0% increase in customer charge

REVIEW AND ACTION RECOMMENDED

Although the City’s ability to review and effectuate a change in CenterPoint’s requested increase is limited, the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law. This includes whether CenterPoint’s current rates produce a rate of return in excess of its authorized rate of return.

To exercise its due diligence, it is necessary to suspend CenterPoint’s proposed effective date of April 18, 2026 for forty-five days, so that the City can evaluate whether the data and calculations in CenterPoint’s rate application are correctly done.

Therefore, ACM’s Special Counsel, the law firm of Herrera Law & Associates, PLLC recommends that the City adopt a resolution suspending CenterPoint’s proposed effective date for 45 days. Assuming a proposed effective date of April 18, 2026, CenterPoint’s proposed effective date is suspended until June 2, 2026.

ISSUE:

Action needed to suspend for 45 days the proposed rate increase by CenterPoint Energy Resources Corp., and authorize the City’s continued participation in a coalition of cities known as the “Alliance of CenterPoint Municipalities”.

FISCAL IMPACT:

No fiscal impact to the City; however, the rate increases affect customers residing in the city.

RECOMMENDATION:

Staff and the ACM's Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for 45 days.

RESOLUTION NO. 2026-R__

A RESOLUTION BY THE CITY OF NEW BRAUNFELS, TEXAS, (“CITY”) REGARDING THE INTERIM RATE ADJUSTMENT APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP. d/b/a CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS, SOUTH TEXAS DIVISION, FOR THE 12 MONTH PERIOD ENDING DECEMBER 31, 2025.

WHEREAS, on or about February 17, 2026, CenterPoint Energy Resources Corp. d/b/a/ CenterPoint Energy Entex and CenterPoint Energy Texas Gas, South Texas Division (“CenterPoint”) filed an application for an interim rate adjustment/Gas Reliability Infrastructure Program (“GRIP”), which if approved, results in an increase in the monthly customer charges as follows:

Rate Schedule	Current Customer Charge	Proposed 2026 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2099-I-GRIP 2026; R-2099-U-GRIP 2026 Residential	\$27.86 per customer per month	\$2.47 per customer per month	\$30.33 per customer per month	\$2.47 per customer per month
GSS-2099-I-GRIP 2026; GSS-2099-U-GRIP 2026 General Service Small	\$53.12 per customer per month	\$4.18 per customer per month	\$57.30 per customer per month	\$4.18 per customer per month
GSLV-630-I-GRIP 2026; GSLV-630-U-GRIP 2026 General Service Large Volume	\$290.89 per customer per month	\$55.23 per customer per month	\$346.12 per customer per month	\$55.23 per customer per month

and

WHEREAS, the City has a responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS, the application to increase rates by CenterPoint is complex; and

WHEREAS, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint’s rate application are in accordance with Utilities Code, Section 104.301 of the Gas Utility Regulatory Act; and

WHEREAS, the effective date proposed by CenterPoint is April 18, 2026 but a suspension by the City will mean that the rate increase cannot go into effect prior to June 2, 2026.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3. The City shall continue its participation with other cities that are part of a coalition of cities known as the Alliance of CenterPoint Municipalities (“ACM”).

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with CenterPoint’s application to increase rates.

Section 5. To the extent allowed by law, CenterPoint is ordered to pay the City’s reasonable rate case expenses incurred in response to CenterPoint’s rate increase application within 30 days of receipt of invoices for such expenses.

Section 6. A copy of this Resolution shall be transmitted to ACM’s Special Counsel, Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, P.O. Box 302799, Austin, Texas 78703 or via email to aherrera@herreralawpllc.com.

Section 7. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this _____ day of _____ 2026.

NEAL LINNARTZ, MAYOR

ATTEST:

Gayle Wilkinson, City Secretary

**CUSTOMER NOTICE OF INTERIM RATE ADJUSTMENT
AVISO AL CLIENTE SOBRE AJUSTE DE TARIFA
PROVISIONAL**

Pursuant to Texas Utilities Code Section 104.301, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (the “Company”), filed an application for an Interim Rate Adjustment/Gas Reliability Infrastructure Program (“GRIP”) with the Railroad Commission of Texas and with the cities in the Company’s Houston, South Texas, Texas Coast and Beaumont/East Texas geographic rate areas on Feb. 17, 2026. This proposed Interim Rate Adjustment applies to all standard sales service customers served by the Company in the cities and unincorporated areas listed below comprising the Company’s Houston, South Texas, Texas Coast and Beaumont/East Texas geographic rate areas and provides for the recovery of additional capital investment incurred from January 1, 2025 through December 31, 2025. The request is for capital investment not included in any previous rate case or rates for service and is subject to refund.

Houston Geographic Rate Area: Bellaire, Bunker Hill Village, Conroe, Cut and Shoot, Deer Park, Galena Park, Hedwig Village, Hilshire Village, Houston, Humble, Hunters Creek Village, Jacinto City, Jersey Village, Magnolia, Meadows Place, Missouri City, Montgomery, Nassau Bay, New Caney, New Waverly, Oak Ridge North, Panorama Village, Pasadena, Piney Point Village, Porter, Roman Forest, Shenandoah, South Houston, Southside Place, Spring, Spring Valley Village, Stafford, Tomball, The Woodlands Township, West University Place, Willis and Woodbranch Village.

South Texas Geographic Rate Area: Agua Dulce, Alice, Aransas Pass, Austin, Banquete, Bastrop, Beeville, Bishop, Blessing, Bloomington, Bruni, Buda, Cibolo, Converse, Creedmoor, D’Hanis, Driscoll, Eagle Lake, Edna, Edroy, El Campo, Elgin, Falls City, Floresville, Freer, Ganado, Garden Ridge, Giddings, Goliad, Gregory, Hallettsville, Hebronville, Hondo, Inez, Ingleside, Ingleside on the Bay, Jourdanton, Karnes City, Kenedy, Kingsville, Kyle, LaCoste, La Grange, Laredo, Lolita, Louise, Marion, Markham, Mathis, McQueeney, Mirando City, New Braunfels, Niederwald, Nordheim, Odem, Oilton, Orange Grove, Palacios, Pettus, Placedo, Pleasanton, Point Comfort, Port Lavaca, Portland, Poteet, Poth, Premont, Refugio, Runge, San Diego, San Marcos, Sandy Oaks, Santa Clara, Schertz, Schulenburg, Seadrift, Seguin, Selma, Sinton, Skidmore, Smithville, Taft, Tuleta, Uhland, Universal City, Vanderbilt, Victoria, Weimar and Yorktown.

Texas Coast Geographic Rate Area: Alvin, Angleton, Arcola, Bacliff, Barrett, Baytown, Beach City, Beasley, Boling, Brookshire, Brookside Village, Channel

Area, Clear Lake Shores, Clute, Columbia Lakes, Crosby, Damon, Danbury, Dickinson, East Bernard, El Lago, Freeport, Friendswood, Fulshear, Glen Flora, Highlands, Hillcrest Village, Hitchcock, Hungerford, Iago, Iowa Colony, Jones Creek, Katy, Kemah, Kendleton, La Marque, La Porte, Lake Jackson, League City, Liverpool, Manvel, Mont Belvieu, Morgan's Point, Needville, New Gulf, Old Ocean, Orchard, Oyster Creek, Pearland, Pecan Grove, Pleak, Richmond, Richwood, Rosenberg, Rosharon, San Leon, Santa Fe, Seabrook, Shoreacres, Sienna Plantation, Simonton, Sugar Land, Taylor Lake Village, Teal Run, Texas City, Van Vleck, Wallis, Webster, West Columbia, Weston Lakes and Wharton.

Beaumont/East Texas Geographic Rate Area: Ames, Anahuac, Arp, Atlanta, Avinger, Beaumont, Beauxart Gardens, Beckville, Bevil Oaks, Big Sandy, Bloomburg, Bridge City, Bronson, Bullard, Buna, Carthage, Center, Central, Cheek, China, Clarksville City, Cleveland, Colmesneil, Corrigan, Crockett, Daingerfield, Dayton, De Berry, De Kalb, Diboll, Dodge, Douglassville, East Mountain, Eastham Farm, Edgewood, Elkhart, Ellis Ferguson Farm, Elysian Fields, Evadale, Fruitvale, Fuller Springs, Gilmer, Gladewater, Goodrich, Grand Saline, Grapeland, Groveton, Hallsville, Hawkins, Henderson, Hideaway, Hooks, Hudson, Hughes Springs, Huntsville, Jacksonville, Jasper, Jefferson, Jonesville, Kilgore, Kirbyville, Latexo, Leary, Leggett, Liberty, Lindale, Linden, Livingston, Lone Star, Longview, Lovelady, Lufkin, Lumberton, Marshall, Maud, Mauriceville, McLeod, Mineola, Mount Pleasant, Mount Vernon, Nacogdoches, Naples, Neches, Nederland, New Boston, New London, New Willard, Noonday, North Cleveland, Omaha, Orange, Orangefield, Ore City, Overton, Pine Forest, Pinehurst, Pittsburg, Port Arthur, Price, Queen City, Red Lick, Redland, Riverside, Rose City, Rose Hill Acres, Rusk, San Augustine, Saratoga, Scottsville, Shepherd, Silsbee, Sour Lake, Stowell, Swan, Sylvan-Harmony, Talco, Tatum, Tenaha, Timpson, Trinity, Troup, Tyler, Uncertain, Union Grove, Van, Victory Gardens, Vidor, Warren City, Waskom, West Orange, White Oak, Whitehouse, Wills Point, Winfield, Winnie and Winnsboro.

The Company proposes to increase the customer charge used to calculate the customer's monthly bill by the amount listed below. The proposed Interim Rate Adjustment effective date is April 18, 2026.

TABLE 1 - Houston and Texas Coast Geographic Rate Areas

Rate Schedule	Current Customer Charge	Proposed 2026 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2099-I-GRIP 2026; R-2099-U-GRIP 2026 Residential	\$22.36 per customer per month	\$2.47 per customer per month	\$24.83 per customer per month	\$2.47 per customer per month
GSS-2099-I-GRIP 2026; GSS-2099-U-GRIP 2026 General Service Small	\$35.12 per customer per month	\$4.18 per customer per month	\$39.30 per customer per month	\$4.18 per customer per month
GSLV-630-I-GRIP 2026; GSLV-630-U-GRIP 2026 General Service Large Volume	\$450.89 per customer per month	\$55.23 per customer per month	\$506.12 per customer per month	\$55.23 per customer per month

TABLE 2 – South Texas and Beaumont/East Texas Geographic Rate Areas

Rate Schedule	Current Customer Charge	Proposed 2026 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2099-I-GRIP 2026; R-2099-U-GRIP 2026 Residential	\$27.86 per customer per month	\$2.47 per customer per month	\$30.33 per customer per month	\$2.47 per customer per month
GSS-2099-I-GRIP 2026; GSS-2099-U-GRIP 2026 General Service Small	\$53.12 per customer per month	\$4.18 per customer per month	\$57.30 per customer per month	\$4.18 per customer per month
GSLV-630-I-GRIP 2026; GSLV-630-U-GRIP 2026 General Service Large Volume	\$290.89 per customer per month	\$55.23 per customer per month	\$346.12 per customer per month	\$55.23 per customer per month

Persons with questions or who want more information about this filing may contact the Company at 800-752-8036. A copy of the filing will be available for inspection during normal business hours at the Company's office at 1111 Louisiana, Houston, Texas 77002 or on the Company's website at CenterPointEnergy.com/texasgrip.

Any affected person within the environs may file written comments or a protest concerning this proposed Interim Rate Adjustment with Gas Services, Market Oversight Section, Railroad Commission of Texas, P.O. Box 12967, Austin, Texas 78711-2967. Please reference Case No. 00030599 in your written comment or

protest. Any affected person within an incorporated area may contact his or her city council.

De acuerdo con la Sección 104.301 del Código de Servicios Públicos de Texas, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex y CenterPoint Energy Texas Gas (la “Compañía”), presentó una solicitud de un ajuste provisional de tarifas/confiabilidad del gas Programa de Infraestructura (“GRIP”) con la Comisión de Ferrocarriles de Texas (*Railroad Commission of Texas*) y con las ciudades en las áreas tarifarias geográficas de la Compañía, incluyendo a Houston, el sur de Texas, costa de Texas y Beaumont/Este de Texas, el 17 de febrero de 2026. Este ajuste de tarifas propuesto se aplica a todos los servicios de ventas estándar. Clientes atendidos por la Compañía en las ciudades y áreas no incorporadas que se enumeran a continuación que incluyen Houston, el sur de Texas y costa de Texas de la empresa y áreas tarifarias geográficas de Beaumont/Este de Texas prevé la recuperación de capital adicional inversión incurrida desde el 1 de enero de 2025 hasta el 31 de diciembre de 2025. La solicitud es para inversión de capital no incluido en cualquier caso de tarifas anterior o tarifas para servicio, y está sujeto a reembolso.

La Compañía propone aumentar el cargo al cliente utilizado para calcular la factura mensual del cliente en el monto que se indica a continuación. La fecha de entrada en vigor propuesta para el ajuste de tarifas provisional es el 18 de abril de 2026.

Las personas con preguntas o que quieren más información sobre esta solicitud pueden contactar a la Compañía al 800-752-8036. Una copia de la solicitud estará disponible para revisar durante el horario laboral normal en las oficinas de la Compañía en 1111 Louisiana, Houston, Texas 77002 o en el sitio web de la Compañía en CenterPointEnergy.com/texasgrip.

Cualquier persona afectada dentro de los alrededores puede presentar comentarios por escrito o una protesta sobre este ajuste de tarifas provisional propuesto ante los servicios de gas, Sección de Supervisión del Mercado, *Railroad Commission of Texas*, P.O. Box 12967, Austin, Texas 78711-2967. Por favor haga referencia al número de caso 00030599 en su comentario escrito o protesta. Cualquier persona afectada en el área incorporada puede contactar al consejo municipal de su ciudad.

4/13/2026

Agenda Item No. M)

PRESENTER:

Becca Miers, Director of Human Resources

SUBJECT:

Approval of a resolution of the City Council of the City of New Braunfels, Texas, renewing and amending the Meet and Confer Agreement between the City and the New Braunfels Police Officers' Association (NBPOA) for a term ending on September 30, 2028.

DEPARTMENT: Human Resources**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

Chapter 142 of the Texas Local Government Code authorizes certain municipalities to meet and confer with firefighter and police associations on matters such as wages, hours, and other terms and conditions of employment. Any agreement reached through this process must be ratified by both a majority of the City Council and a majority of covered employees through a secret-ballot election. Once fully ratified, a Meet and Confer Agreement may supersede conflicting state statutes, local ordinances, civil service provisions, and rules adopted by the department head or the New Braunfels Firefighters and Police Officers Civil Service Commission. Registered city voters may also petition for an election to repeal a ratified agreement.

On April 5, 2018, the City received a petition requesting recognition of the New Braunfels Police Officers Association (NBPOA) as the sole and exclusive bargaining agent for all municipal police officers, excluding the Police Chief and Assistant Chief, as permitted under Sections 142.053 and 142.058 of the Local Government Code. The Association demonstrated majority support among covered police officers and affirmed its commitment to comply with all statutory requirements, including the no-strike provision in Section 142.057.

Following City Council's recognition of the NBPOA as the exclusive bargaining agent, the City and the Association initiated negotiations in accordance with the Texas Open Meetings Act and Chapter 142.063. Negotiations regarding hiring and promotional practices were held at publicly posted meetings on April 24 and May 6, 2025, and an agreement was approved by City Council on June 23, 2025. The parties subsequently met at additional posted meetings on January 14, February 4, and February 16, 2026, where they negotiated a renewal of the existing Meet and Confer Agreement along with several amendments.

Summary of Proposed Contract Amendments:

- Definitions, addition of: "Observer" and "Side Job"
- Title of Captain to title of Deputy Chief in all relevant sections
- Section 4. Assessment Center, addition of (f)
- Section 5. Procedure for Making Promotional Appointments, addition of (b) 1. and 2.

-
- Section 5. Procedure for Making Promotional Appointments, edits to (e): (Passing Score on Written Examination x 30%) + (Assessment Center Score x 50%) + (Professional Interview Score x 20%) = Composite Score
 - Addition of Section 7. Deputy Chief Professional Interview
 - Addition of Article 4. Part-Time Employment of Police Officers

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends approval of the resolution.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY OF NEW BRAUNFELS, TEXAS, GRANTING RECOGNITION AND APPROVAL OF A MEET AND CONFER AGREEMENT BETWEEN THE CITY AND THE NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 5, 2018, pursuant to Section 142.053 of the Texas Local Government Code, the City of New Braunfels, Texas ("City"), received a petition requesting recognition of the New Braunfels Police Officers Association, as the sole and exclusive bargaining agent for all municipal police officers, excluding the head of the New Braunfels Police Department and the Assistant Chief who are excluded under Section 142.058 of the Texas Local Government Code (hereinafter collectively referred to as the Covered Police Officers"); and

WHEREAS, on April 5, 2018, pursuant to Section 142.053 of the Texas Local Government Code, the City of New Braunfels, Texas ("City"), received a petition requesting recognition of the New Braunfels Police Officers Association ("Association") as the sole and exclusive bargaining agent for all municipal police officers, excluding the head of the New Braunfels Police Department and the Assistant Chief, who are exempt under Section 142.058 of the Texas Local Government Code (collectively referred to herein as the "Covered Police Officers"); and

WHEREAS, the Association asserted that it represents the majority of the City's Covered Police Officers, and those officers indicated their support by signing the petition dated April 5, 2018; and

WHEREAS, the Association pledged to support the mission and service of the New Braunfels Police Department and to comply with the statutory requirements set forth in Chapter 142 of the Texas Local Government Code, including the no-strike provision in Section 142.057; and

WHEREAS, Chapter 142, Subchapter B, of the Texas Local Government Code (Local Control of Police Officers Employment Matters in Certain Municipalities), authorizes the City to recognize the Association as the sole and exclusive bargaining agent for the City's Covered Police Officers, and to meet and confer on employment-related matters; and

WHEREAS, by adopting this resolution, the City affirms that it does not relinquish its local control over management practices or City Council authority; and

WHEREAS, the Association expressed interest in meeting and conferring with the City specifically regarding promotional processes; and

WHEREAS, the City and the Association conducted negotiations on hiring and promotional practices at two lawfully posted public meetings held on April 24, 2025, and May 6, 2025, in accordance with the Texas Open Meetings Act and Section 142.063 of the Texas Local Government Code;

WHEREAS, the parties were able to meet and negotiate a renewal along with several amendments to the last approved Meet and Confer Agreement at a lawfully posted, public meetings held on January 14, 2026, February 4, 2026, and February 16, 2026 in accordance with the Texas Open Meetings Act and Ch. 142.063 of the Local Government Code; and

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

SECTION 1.

That the City Council hereby approves the original Meet and Confer Agreement with the New Braunfels Police Officers' Association and the City of New Braunfels in accordance with and pursuant to Chapter 142, Subchapter C of the Local Government Code, and further authorizes the City Manager to execute the agreement. The Meet and Confer Agreement is attached to this resolution as Exhibit A, with the term ending on September 30, 2028.

SECTION 2.

This recognition is not intended to deny local control by the City nor restrict or diminish management rights of the City.

SECTION 3.

This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

Passed and approved this the 13th day of April 2026.

Neal Linnartz, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

Exhibit A

Meet and Confer Agreement

between

The City of New Braunfels

and

the New Braunfels

Police Officers' Association (NBPOA)

Effective June 23, 2025

Amendment Dates:

April 13, 2026

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DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the New Braunfels Police Officers' Association and the City of New Braunfels.
2. "Association" means the New Braunfels Police Officers' Association, its elected leaders and its collective membership.
3. "City" means the City of New Braunfels, its Mayor, City Council members, City Manager, Chief of Police and those persons designated by the City of New Braunfels to manage the city and its police department.
4. "Commission" means the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission.
5. "Day" or "days" shall mean calendar days unless otherwise specified.
6. "Department" means the New Braunfels Police Department.
7. "Department head" means the Chief of the New Braunfels Police Department, his or her designee, or an acting Chief of the New Braunfels Police Department.
8. "Director" means the Director of the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission.
9. "Police Officer" means a Police Officer employed by the Police Department by the City of New Braunfels.
10. "Local rules" means the Local Rules and Regulations promulgated by the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission.

11. "Parties" means the City of New Braunfels and the New Braunfels Police Officers' Association and "Party" means the City of New Braunfels or the New Braunfels Police Officers' Association.
12. "Seniority Points" means 1 point for every whole year served in the same rank within the New Braunfels Police Department, not to exceed 10 seniority points.
13. "Written examination" means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the assessment center.
14. "Observer" means a designated representative of the Police Officers' Association (POA) who may attend designated assessment center components in a non-participatory, non-evaluative role and is required to maintain the confidentiality of all materials, exercises, scoring, and candidate performance.
15. "Side Job" means department-approved outside employment in which a police officer performs services in their official capacity as a law enforcement officer.

ARTICLE 1

PARTIES AND PURPOSE OF MEET AND CONFER

The Parties to this Agreement are the CITY OF NEW BRAUNFELS, TEXAS, a home rule municipality organized under Texas law and the NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION.

It is the intent and purpose of the Meet and Confer negotiations and this Agreement, entered into by and between the CITY OF NEW BRAUNFELS, and the NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION, to achieve and maintain harmonious relations between the Parties related to the hiring and promotional practices in accordance with Subchapter C of 142 Texas Local Government Code and not deny local control by the City except as provided by this Agreement.

ARTICLE 2

RECOGNITION

The CITY OF NEW BRAUNFELS recognizes the NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION, as the sole and exclusive bargaining agent for the covered Police Officers described in the petition for recognition, excluding the head of the Police Department and excluding the employees exempt under Subsection (b), in accordance with subchapter C of Chapter 142 of the Texas Local Government Code. The Parties understand and agree the provisions of this Agreement do not extend to employees outside of the Department.

ARTICLE 3

PROMOTIONS

Section 1. Intent

In adopting this Article, the Parties agree to implement a promotional system using an assessment center component in addition to the written examination. The Parties believe adding an assessment component to the promotion process will improve the selection and provide promotional candidates with a fair opportunity to display skills and abilities that serve as additional indicators that they will perform well in the positions of Corporal, Sergeant, Lieutenant, or Deputy Chief. Applicants will be required to pass the written examination (a passing grade is a minimum grade of 70, not including seniority points) and participate in and complete all components of the assessment center before being placed on the eligibility list for promotion. Seniority points will be added at the conclusion of the assessment center.

Section 2. Promotional Examination Procedure

- (a) The Commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this Article and the Local Rules for the promotional positions of Corporal, Sergeant, Lieutenant, and Deputy Chief. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination to eligible promotional candidates who are members of the armed forces serving on active military duty.
- (b) Enough time will be provided between the scheduled written examination and the scheduled assessment center for each rank to allow for exam review, appeals, Civil Service Commission meeting(s), and regrading, as applicable. The assessment center shall not take place until all necessary written examination material has been reviewed by the Civil Service Commission.
- (c) The promotional examination procedure will consist of two parts:
 - 1. A written examination, as defined in this article, consisting of one hundred (100) multiple choice questions; and
 - 2. Upon passing the written examination part of the promotional examination procedure, participation in and completion of all components of the assessment center.

Section 3. Written Examination

- (a) The promotional candidate's score on the written examination shall constitute the candidate's "written score". The minimum passing score on the written examination is seventy percent (70%), not including seniority points. Promotional candidates who do not

pass the written examination shall be eliminated from participation in the assessment center. This includes candidates on active military duty.

- (b) For a promotional candidate applying for the Corporal rank, sixty percent (60%) of a promotional candidate's composite score will be based on the written score.
- (c) For a promotional candidate applying for the Sergeant rank, sixty percent (60%) of a promotional candidate's composite score will be based on the written score.
- (d) For a promotional candidate applying for the Lieutenant rank, forty percent (40%) of a promotional candidate's composite score will be based on the written score.
- (e) For a promotional candidate applying for the Deputy Chief rank, thirty percent (30%) of a promotional candidate's composite score will be based on the written score.

Section 4. Assessment Center

- (a) Except for candidates on active military duty at the time of the written examination or assessment center, all candidates that receive a passing score on the written examination will advance to the assessment center. If a promotional candidate will be on active military duty on the date(s) of the scheduled assessment center, the candidate will not be required to participate in the assessment center. The candidate's written score shall account for one hundred percent (100%) of the candidate's final score. If the candidate passes the written examination with a minimum of 70%, then the candidate's written score will be added to any applicable seniority points and account for one hundred percent (100%) of the candidate's final score.
- (b) For a promotional candidate applying for the Corporal rank, forty percent (40%) of a promotional candidate's final score will be based on an assessment center.
- (c) For a promotional candidate applying for the Sergeant rank, forty percent (40%) of a promotional candidate's composite score will be based on the assessment center.
- (d) For a promotional candidate applying for the Lieutenant rank, sixty percent (60%) of a promotional candidate's composite score will be based on the assessment center.
- (e) For a promotional candidate applying for the Deputy Chief rank, sixty percent (60%) of a promotional candidate's composite score will be based on the assessment center.
- (f) A representative of the Police Officers' Association (POA) shall be permitted to be present as an observer during designated component(s) of the assessment center.

The POA representative shall be selected by the POA Board, which may also designate one (1) alternate. Neither the representative nor the alternate may participate if they are a

candidate in the current scheduled and posted promotional testing process for any rank.

The POA shall notify the Human Resources Department and the Department Head, in writing, of the selected representative and alternate no later than 5:00 p.m. on the business day immediately preceding the assessment center.

No member of the POA Board holding a rank above Sergeant shall serve as the POA representative or alternate.

For purposes of consistency and fairness, the POA representative shall observe the same assessment exercise(s) for the entire duration of the assessment center and shall not rotate between exercises, candidates, or evaluators.

The POA representative shall serve in a non-participatory, non-evaluative observer role only and shall not interfere with, participate in, coach, communicate with candidates, or influence the assessment process or scoring in any manner.

The POA representative shall maintain the confidentiality of all assessment center materials, exercises, scoring during exercises, and candidate performance and shall not disclose such information to any individual during the duration of the assessment center. Any alleged violation of this confidentiality requirement may result in removal of the representative from the assessment center, revocation of observer privileges for the current and/or any future assessment centers and may be referred for review and action in accordance with applicable Civil Service law, including Chapter 143, Texas Local Government Code.

Section 5. Procedure for Making Promotional Appointments

- (a) **Reset of Seniority Points.** For the purpose of promotional examination grades, seniority points will be accrued by Police Officers at a rate of 1 point for every whole year served in that same rank within the New Braunfels Police Department, not to exceed 10 seniority points. Each whole year of service equals one (1) point. Upon promotion to a higher rank, seniority points will reset to zero points, except that when a promotional examination is opened to a lower rank due to an insufficient number of eligible candidates in the higher rank, pursuant to Local Government Code, Sec. 143.031(c). In such cases, seniority points shall be calculated based on whole years of service from date of hire. Seniority points will not be awarded for years of part-time employment. Under the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, military service shall not be considered a break in service. For the purpose of tie-breakers, seniority points will be awarded in accordance with the local civil service rules.
- (b) To be eligible to sign up for the written examination for the rank of Corporal, a candidate must:

1. Have served as a Field Training Officer (FTO) with the New Braunfels Police Department, **or** possess a minimum of five (5) years of law enforcement experience that is comparable in scope, responsibility, and qualifications to the Lateral Entry requirements outlined in the City of New Braunfels Firefighters and Police Officers Civil Service Commission Local Rules and Regulations. This experience must be in addition to the existing requirement of at least two (2) years of service with the NBPD; and
2. Hold an Intermediate Peace Officer certification as defined under applicable state law, on or before the last day of the promotional testing registration period.

For promotional candidates applying for the Corporal rank, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .60 to account for sixty percent (60%) of the candidate's composite score; by taking the candidate's assessment center score and multiplying that score by .40 to account for forty percent (40%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) points, to the composite score to compute the final score (see below). Only a candidate that successfully passes the written examination will have seniority points added to the composite score.

$(\text{Passing Score on Written Examination} \times 60\%) + (\text{Assessment Center Score} \times 40\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points} = \text{Final Score} *$

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day of the written examination.

- (c) For promotional candidates applying for the Sergeant rank, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .60 to account for sixty percent (60%) of the candidate's composite score; by taking the candidate's assessment center score and multiplying that score by .40 to account for forty percent (40%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) points, to the composite score to compute the final score (see below). Only a candidate that successfully passes the written examination will have seniority points added to the composite score.

$(\text{Passing Score on Written Examination} \times 60\%) + (\text{Assessment Center Score} \times 40\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points} = \text{Final Score} *$

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day of the written examination.

- (d) For promotional candidates applying for the Lieutenant rank, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .40 to account for forty percent (40%) of the candidate's composite score; by taking the candidate's assessment center score and multiplying that score by .60 to account for sixty percent (60%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) points, to the composite score to compute the final score (see below). Only a candidate that successfully passes the written examination will have seniority points added to the composite score.

$(\text{Passing Score on Written Examination} \times 40\%) + (\text{Assessment Center Score} \times 60\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points} = \text{Final Score} *$

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day of the written examination.

- (e) For promotional candidates applying for the Deputy Chief rank, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .30 to account for thirty percent (30%) of the candidate's composite score; by taking the candidate's assessment center score and multiplying that score by .50 to account for fifty percent (50%) of the composite score; by taking the candidate's professional interview score and multiplying that score by .20 to account for twenty percent (20%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) points, to the composite score to compute the final score (see below). Only a candidate that successfully passes the written examination will have seniority points added to the composite score.

$(\text{Passing Score on Written Examination} \times 30\%) + (\text{Assessment Center Score} \times 50\%) + (\text{Professional Interview Score} \times 20\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points} = \text{Final Score} *$

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day of the written examination.

Section 6. Promotional Examination Assessment Center Criteria

- (a) The assessment center shall be administered by a consultant independent of the Department and the City. The City will contract with the consultant to design and administer an assessment center promotional process for the Department according to the prerequisites of this Article. The consultant is responsible for the preparation and security

of each promotional assessment center.

- (b) The consultant shall be an individual or company with proven expertise in the field of administering the entire assessment center process. The consultant will be mutually agreed upon by the Department Head and Civil Service Director.
- (c) The consultant will develop exercises based on the seven dimensions listed below as appropriate for the testing rank and as directed by the Department Head. The consultant will be required to meet with the Department Head to understand expectations and ensure the exercises appropriately measure applicable items to the promotional rank. Each assessment center will have no fewer than three exercises for the assessment center that test the candidate's possession of the seven dimensions and must include at least one Tactical/Strategic Scenario:

1. **Problem Solving/Decision Making**
2. **Planning and Organization**
3. **Oral Communication**
4. **Leadership/Supervision**
5. **Adaptability**
6. **Interpersonal Skills**
7. **Written Communication Skills**

It is understood that not all dimensions listed above may be tested in an exercise.

- (d) The consultant will make available at least two (2) separate orientation sessions covering the same material to explain the assessment center process, no fewer than seven (7) days prior to the first day that the assessment center is convened. Any candidate who took the test will be invited and encouraged to attend. The orientations will provide information, examples, and explanations on all aspects of the assessment center process. The consultant will select as many assessors as it requires within the following guidelines:
 1. All assessors selected must have at least 4 years of experience in any of the following areas: Police Personnel Management, Criminal Justice or Behavioral Science, Police Department Administration and Operations, and/or Supervisory/Command-Level Tactics within a Law Enforcement Agency.

2. All certified Police Assessors of the Assessor board shall be of any rank equal to or higher than the position sought.
3. Prior to the commencement of the assessment center, each Assessor will certify by a signed and witnessed affidavit that he or she has not talked to or corresponded with, and will not talk to or correspond with, ANY PERSON about any candidate's abilities, personality, or qualifications for promotion, until assessment center scoring is completed.

Section 7. Deputy Chief Professional Interview

- (a) For promotional candidates applying for the rank of Deputy Chief, a professional interview shall be conducted following completion of the written examination and assessment center. Only candidates who successfully complete the written examination and assessment center shall be eligible to participate in the professional interview.
- (b) The professional interview shall be conducted by a panel designated by the Department Head. The panel shall include the Department Head, an Assistant Chief of Police, a representative from Human Resources, and a POA board member serving in a non-scoring, observer capacity.
- (c) The POA shall notify the Human Resources Department and the Department Head, in writing, of the selected POA board member and alternate no later than 5:00 p.m. on the business day immediately preceding the Professional interview.
- (d) The interview shall be structured, job-related, and administered in a consistent manner for all candidates. Scoring criteria shall be established in advance and applied uniformly, with results documented for each candidate.
- (e) The professional interview shall assess executive-level competencies relevant to the Deputy Chief position, as determined by the Department Head. Interview questions and evaluation criteria shall be job-related and designed to measure competencies appropriate to the promotional rank and aligned with departmental and City expectations.
- (f) The Department Head may consult with Human Resources or a designated consultant, as applicable, to ensure the interview content appropriately evaluates the identified competencies.
- (g) The professional interview may evaluate competencies including, but not limited to,

the following dimensions:

1. Leadership and Supervision
2. Strategic Planning and Organizational Management
3. Problem Solving and Decision Making
4. Oral Communication
5. Interpersonal Skills
6. Fiscal Responsibility and Resource Management
7. Ethical Judgment and Professional Integrity
8. Review of performance evaluations and disciplinary records

It is understood that not all dimensions listed above may be evaluated in the professional interview.

Section 8. Review and Appeal of Written Promotional Examination

- (a) Beginning on the first business day following the written promotional examination date, a promotional candidate may review his/her written examination booklet, his/her answer sheet, the answer key, and the source material for the written examination only in the presence of a monitor(s) designated by the Civil Service Director. The candidate is not allowed to document, make a picture image of, and/or make any notes from any part of the written examination documents. The period of review of written test materials as described above extends to the time of the Civil Service Commission appeal hearing. The five (5) business day period within which to appeal contained in the Local Government Code, Chapter 143, and the local civil service rules remains applicable and pertains only to the written promotional examination.

Section 9. Statutory Override

This article supersedes the following sections of the Local Government Code: Section 143.033(b) since this contract resets the accrual of seniority points to zero upon promotion to a higher rank within the New Braunfels Police Department, except as stated in Section 5 (a) above; Section 143.034 is also superseded by this agreement. The agreement does not alter the time in which to file an appeal with the Commission, which is five (5) business days under 143.034(a), but rather this Agreement extends the time for a candidate to review test materials from after the test until the time of the appeal hearing. This article supersedes any City ordinance or Commission Local Rule to the extent it conflicts (e.g., renaming the rank of Captain to Deputy Chief). This agreement does not create an additional rank; it is renaming the existing rank.

ARTICLE 4

PART-TIME EMPLOYMENT OF POLICE OFFICERS

Section 1. Part-Time Employment of Police Officers

The NBPD may employ, as part-time employees, TCOLE-certified police officers who have honorably separated as full-time Texas Peace Officers with a minimum of five (5) years of experience in Texas, or a minimum of two (2) years of experience with the NBPD. Part-time employment is discretionary and subject to the operational needs of the NBPD. Part-time officers are at-will employees and are not Civil Service employees.

Part-time officers shall work as assigned by the Department Head or their designee. Part-time officers are subject to the supervision of the applicable chain of command and shall comply with all NBPD rules, regulations, policies, and procedures.

Part-time officers shall be employed to supplement the full-time police force, as authorized by the City Council, and shall not be considered a replacement for any additional full-time positions. The need for additional full-time officers shall be evaluated and authorized separately. The employment of part-time officers shall not result in a temporary or permanent reduction of the number of full-time positions authorized by the City Council.

Employment of part-time officers is subject to the availability of adequate funding as approved by the City Manager.

Section 2. Rate of Pay and Maximum Number of Hours

Part-time officers shall be compensated at an hourly rate determined to be competitive with the applicable market, as established by the Department Head. Part-time officers shall not receive additional compensation, including but not limited to longevity pay, educational incentive pay, or other specialty pays, and shall not be eligible for step increases or promotion. Any adjustments to part-time officer compensation shall be subject to periodic review at the discretion of the Department Head and shall not be eligible for or tied to general pay increases or other compensation adjustments provided to full-time City employees.

Part-time officers may work no more than nine hundred ninety-nine (999) hours per calendar year.

Section 3. Outside Law Enforcement Employment (Side Jobs)

Part-time officers are not eligible to work side jobs. This restriction does not apply to City Council meetings or other City public meetings.

Section 4. Application Process and Employment Requirements

Applications for part-time employment as a police officer must be submitted to the City of New Braunfels Human Resources Department through the designated applicant tracking system.

Applicants who apply for part-time employment within two (2) years of separation from the NBPD with an honorable discharge may be processed for employment upon successful completion of the pre-employment physical examination, including essential functions testing, and verification of compliance with all applicable TCOLE requirements for license reactivation. Such applicants may commence employment upon satisfaction of these requirements and reactivation of their TCOLE license. Reappointment of a classified employee is at the discretion of the Department Head.

Applicants who have been separated from the NBPD for more than two (2) years, and applicants who were not previously employed by the NBPD, shall be subject to NBPD hiring procedures, which may include a background investigation, polygraph examination if deemed necessary by the Department Head, oral interview board, pre-employment physical examination, essential functions testing, and pre-employment psychological examination. Such applicants shall be responsible, at their own expense, for meeting all TCOLE licensing and educational requirements prior to commencement of part-time employment. Subsequent annual TCOLE training requirements shall be provided by the NBPD.

Section 5. Exclusion from City Benefits

Part-time officers shall not be eligible for City benefits. Workers' compensation coverage shall be provided for on-the-job injuries; however, such coverage shall not include salary continuation benefits.

Section 6. Preemption

In the event any provision of this Article conflicts with or is inconsistent with Chapter 143 of the Texas Local Government Code, including but not limited to Sections 143.021 through 143.026, or any other civil service statute governing police officers, the provisions of this Agreement, and any duly approved amendments, shall prevail to the extent permitted by law.

ARTICLE 5

TERM OF AGREEMENT

Section 1. Term

This Agreement shall have an effective date of MONTH DATE, 2026, and shall remain in full force and effect through September 30, 2028. When the agreement expires, the parties will be governed by Chapter 143 of the Texas Local Government Code, unless replaced by a new Meet and Confer Agreement between the parties.

Section 2. Notice of Intent to Negotiate

Association shall provide to City written notice of intent to negotiate, pursuant to Section 2 of this Article, no later than May 15 of each year of the Agreement.

ARTICLE 6

SAVINGS CLAUSE AMENDMENT AND PREEMPTION PROVISION

Section 1. Savings Clause

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

Section 2. Preemption Provision

The provisions of this Agreement shall supersede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of New Braunfels, Texas; and Rules and Regulations of the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission for the City of New Braunfels, Texas. This preemption provision is authorized by section 142.117 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise obtain, in the absence of this Agreement.

SIGNATURE & EXECUTION PAGE

THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF NEW BRAUNFELS, TEXAS

(Agreement approved by New Braunfels City Council on the 13 of April, 2026)

By: _____
ROBERT CAMARENO
CITY MANAGER

Dated: _____

ATTEST:

GAYLE WILKINSON
CITY SECRETARY

APPROVED:

APPROVED AS TO FORM:

OSBALDO FLORES
CHIEF OF POLICE

VALERIA M. ACEVEDO
CITY ATTORNEY

THE NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION

Ratified by NBPOA Membership on:

By: _____
TODD HENRIKSEN
PRESIDENT, NBPOA

Dated: _____

By: _____
SIMON MORA
SECRETARY, NBPOA

Dated: _____

4/13/2026

Agenda Item No. N)

PRESENTER:

Christopher Greenwell, Grants Coordinator

SUBJECT:

Approval of a resolution authorizing the reallocation of \$202,500 in funding from the U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Program under the American Rescue Plan Act to support existing Public Transportation and Pedestrian Mobility projects, due to a nonprofit grantee's requested withdrawal, and authorizing the City Manager to act on behalf of the City in all related matters

DEPARTMENT: Finance**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

The City of New Braunfels (City) was fortunate to receive an allocation of funds for \$10,995,314 from the U.S. Department of the Treasury's (Treasury) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, a part of the American Rescue Plan Act (ARPA). The SLFRF-ARPA program provides funds to state, local, and Tribal governments nationwide to support their responses and recoveries from the COVID-19 public health emergency.

Currently, all ARPA funding has been fully allocated as follows:

- **Administration** (Baker Tilly US, LLP): \$335,998
- **Utility Assistance** (McKenna Foundation): \$500,000
- **Non-Profit Grant Program** (9 awarded grants for 8 non-profit agencies): \$7,334,316
 - Children's Advocacy Center of Comal County: \$136,626
 - Comal County Habitat for Humanity: \$207,500
 - New Braunfels Youth Collaborative: \$1,500,000
 - Connections Individual and Family Services, Inc.: \$1,000,000
 - Crisis Center of Comal County: \$1,000,000
 - Friends of CHRISTUS Santa Rosa Foundation (Training Center project): \$50,000
 - Friends of CHRISTUS Santa Rosa Foundation (Outpatient Center project): \$140,190
 - NB Housing Partners (to include cold weather shelter costs): \$2,300,000
 - San Antonio Food Bank: \$1,000,000
- **Public Transportation and Pedestrian Mobility** (expanded scope, multiple contracts for varied costs): \$2,825,000

On February 12, 2026, Comal County Habitat for Humanity notified City staff that it would be unable to meet the timeline required to complete the ARPA-funded infrastructure associated with the Casa de Esperanza housing project and formally withdrew from the program.

As a result, the remaining unspent funds totaling \$202,500 must be reallocated to an existing eligible initiative, such as Utility Assistance, Administrative Expenses, or Public Transportation and Pedestrian Mobility projects.

City staff have identified multiple Public Transportation and Pedestrian Mobility projects that are eligible for ARPA funding and can be implemented efficiently, allowing the reallocated funds to be expended prior to the December 31, 2026 ARPA deadline.

Following staff's presentation to the Finance and Audit Committee on March 16, 2026, the Committee unanimously approved the reallocation to the Public Transportation and Pedestrian Mobility and recommended that this item be brought forward to City Council for final consideration at the April 13 regular meeting.

ISSUE:

The City's 2024-2029 Strategic Plan includes a goal related to fiscal sustainability, including the full and timely utilization of ARPA funding as outlined in this agenda item.

STRATEGIC PLAN REFERENCE:

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

Considering statutory and market-based factors, continue to diversify revenue streams to support the long-term fiscal sustainability of the organization.

FISCAL IMPACT:

The granting agency has provided funding for all recommended costs; there is no City-match requirement. Therefore, sufficient funds are available to support the activities as described above.

RECOMMENDATION:

Staff recommends that the remaining \$202,500 in unspent funds originally awarded to Comal County Habitat for Humanity be reallocated to support the City's Public Transportation and Pedestrian Mobility initiatives by amending the Interagency Agreement with the Transportation & Construction Services Department.

RESOLUTION 2026-R

A RESOLUTION OF THE NEW BRAUNFELS CITY COUNCIL AUTHORIZING THE REALLOCATION OF \$202,500 IN FUNDING FROM THE U.S. DEPARTMENT OF THE TREASURY'S CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM UNDER THE AMERICAN RESCUE PLAN ACT TO SUPPORT EXISTING PUBLIC TRANSPORTATION AND PEDESTRIAN MOBILITY PROJECTS, DUE TO A NONPROFIT GRANTEE'S REQUESTED WITHDRAWAL, AND AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY IN ALL MATTERS RELATED TO THIS FUNDING, INCLUDING THE EXECUTION OF ALL RELATED DOCUMENTS.

WHEREAS, the City of New Braunfels has received an allocation of funding provided by the U.S. Department of the Treasury's (Treasury) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, a part of the American Rescue Plan Act (ARPA) in the amount of \$10,995,314 to support the City in its response to, and recovery from, the COVID-19 public health emergency; and

WHEREAS, the Treasury requires that all ARPA-SLFRF funding be obligated by the City of New Braunfels for eligible uses by December 31, 2024; and

WHEREAS, the Treasury requires that all obligated ARPA-SLFRF funding be expended by the City of New Braunfels by December 31, 2026; and

WHEREAS, an agreement was executed by the City of New Braunfels and Comal County Habitat for Humanity on September 22, 2023 to provide funds from the American Rescue Plan Act of 2021 ("ARPA") for a specific project to be completed by the Grantee on Grantee's real property for the purpose of providing housing for income-eligible future homeowners;

WHEREAS, Grantee commenced the project by clearing the property for the project and received \$5,000 of ARPA funds as reimbursement;

WHEREAS, Grantee subsequently was not able to make further progress on the project and determined it would not meet the contractual timeline requirements;

WHEREAS, on February 12, 2026 Grantee submitted a request to terminate the Agreement so that the ARPA funding could be used on another project in the Community;

WHEREAS, the Grantor and Grantee mutually agree to terminate the Agreement and relieve the Grantee of any obligation to reimburse funds already expended on the project, as the Grantee intends to continue improving the property for its original public purpose;

WHEREAS, the Finance and Audit Committee recommended the reallocation of the \$202,500 related to grantee's requested program withdrawal to support the City's existing Public Transportation and Pedestrian Mobility Projects;

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

THAT, the City of New Braunfels' City Council approves the reallocation of Comal County Habitat for Humanity's SLFRF-ARPA funding to support the City's Public Transportation and Pedestrian Mobility Projects in accordance with all related and necessary documents.

ADOPTED AND APPROVED on this the 13th day of April 2026.

City of New Braunfels, Texas

NEAL LINNARTZ, Mayor

Attest:

GAYLE WILKINSON, City Secretary

4/13/2026

Agenda Item No. O)

PRESENTER:

Valeria Acevedo, City Attorney

SUBJECT:

Approval of a resolution of the City Council of the City of New Braunfels, Texas approving participation in a settlement agreement between the State of Texas and six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics); and authorizing the city manager to execute the Combined Subdivision Participation and Release Form.

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

Texas is one of the lead states currently negotiating financial settlements with the nation's largest companies in the opioid supply chain. On May 13, 2020, Texas, along with a broad, bipartisan coalition of states and subdivisions, reached two final agreements with four companies to resolve legal claims against for their role in the opioid crisis. In September 2021, City Council adopted the Texas Term Sheet as required by the settlement agreement and opted into those settlements with McKesson, Cardinal Health, ABCD, and Janssen/Johnson & Johnson, Endo/Par and Teva. (Resolution No. 2021-R-51). Funds are to be used only to address opioid related harms and in accordance with the guidance provided by the 87th Legislature General Appropriations Act and Exhibit B of the Global Settlement Allocation Term Sheet dated May 13, 2020:

<https://comptroller.texas.gov/programs/opioid-council/docs/texas-settlement-allocation-term-sheet.pdf>

The city was awarded approximately \$307,313.00. As with all payments, they will be made payable in varying amounts over an 18-year period. To date, the city has received 3 payments. The City received \$96,471.88 on March 15, 2023, \$18,767.90 on April 16, 2024, and \$91,559.54 on April 1, 2025. These payments are available on the state's website at:

<https://comptroller.texas.gov/programs/opioid-council/funds/poli-sub-disbursements.php>

In 2023, the city participated in another settlement agreement with Allergan, CVS, Walgreen, and Walmart (Resolution No. 2023-R26) from which the City expects to receive \$289,592. On November 25, 2024, by Resolution No. 2024-R79, the City opted into the settlement with Kroger with the expectation of receiving a portion of those settlement funds which total \$23,145.47.

In 2025, the city participated in a settlement agreement between the State of Texas and opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (Resolution No. 2025-R53). These funds

(amounts not yet determined) are supposed to be paid out over a period not to exceed 10 years.

On March 5, 2026, the City received notice of this recent settlement agreement with Six Remnant Defendants listed in the caption of this resolution and advising that we have until May 4, 2026, to opt-in. The total pooled amount of that settlement is \$97,625,000.00. Exhibit E, page E-110 of the settlement lists the City of New Braunfels as receiving 0.0145509503%, which equates to \$14,205.36+/- . To read the complete settlement overview, please see document entitled “Settlement Overview” attached to this agenda item. Detailed information about the Settlement may be found at: <https://nationalopioidsettlement.com/>

ISSUE:

In order to participate in the Six Remnant Defendants settlement agreement, the City Council must opt in and authorize the city manager to execute and submit the Combined Subdivision Participation and Release Form attached to the resolution by the deadline of May 4, 2026.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The amount of funds the city stands to receive under this settlement agreement is unknown until the State of Texas knows how many cities will participate. The use of funds is limited to the prevention, detection, abatement, and treatment of opioid abuse.

RECOMMENDATION:

Staff recommends approval in order to receive settlement funds.

RESOLUTION NO. 2026-R_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS APPROVING PARTICIPATION IN A SETTLEMENT AGREEMENT BETWEEN THE STATE OF TEXAS AND SIX REGIONAL DISTRIBUTORS/DISPENSER DEFENDANTS (REMNANT DEFENDANTS SETTLEMENT): ASSOCIATED PHARMACIES, INC. (AND AMERICAN ASSOCIATED PHARMACIES); J M SMITH CORPORATION; LOUISIANA WHOLESALE DRUG COMPANY, INC.; MORRIS AND DICKSON CO.; NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC.; AND UNITED NATURAL FOODS, INC. (INCLUDING ITS SUBSIDIARIES SUPERVALU AND ADVANTAGE LOGISTICS); AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELATED COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM.

WHEREAS, the City of New Braunfels ("City") obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas; and

WHEREAS, in accordance with the Texas Term Sheet, the use of the funds received by the city are restricted to expenses related to opioid remediation and abatement on that non-exhaustive list in Exhibit E of the Distributor Settlement Agreement dated July 21, 2021, or as may be listed in any other settlement documents; and

WHEREAS, on September 27, 2021, by Resolution No. 2021-R51, the City opted into that initial settlement agreement which included many defendants including but not limited to McKesson, Cardinal Health, ABCD, and Janssen/Johnson & Johnson, Endo/Par and Teva, and it was awarded \$307,313.00 in settlement funds; and

WHEREAS, on February 27, 2023, by Resolution No. 2023-R26, the City opted into additional settlement agreements with other manufacturers and pharmacies including Allergan, CVS, Walgreens, and Walmart, from which the City can expect to receive \$289,592; and

WHEREAS, on November 25, 2024, by Resolution No. 2024-R79, the City opted into the settlement with Kroger with the expectation of receiving a portion of those settlement funds in the amount of \$23,145.47; and

WHEREAS, the city has received a total of \$206,799.42 in three payments as follows:

\$96,471.88 paid on 3/15/23, \$18,767.90 paid on 4/16/24, and \$91,559.64; and

WHEREAS, the on August 25, 2025, by Resolution No. 2025-R53, the City opted into a settlement agreement between the State of Texas and 8 opioid manufacturers, namely Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus to receive an undetermined sum over 15 years; and

WHEREAS, on March 5, 2026, the City received notice of a new opioid settlement agreement between the State of Texas and six regional distributors/dispenser defendants (Remnant Defendants listed in resolution caption) to receive 0.0145509503% of the pooled settlement amount of \$97,625,000.00 (Approx. \$14,205.36); and

WHEREAS, in order to participate in the Remnant Defendants settlement agreement and receive a portion of the settlement funds, City Council must take formal action to opt in, authorize the city manager to sign and submit the Combined Subdivision Participation and Release Form attached to this resolution by the deadline of May 4, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Braunfels, Texas that the City does hereby:

Choose to participate in the opioid settlement agreement between the State of Texas and settlement agreement between the State of Texas and six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics); and authorizes the city manager to execute the Combined Subdivision Participation and Release Form attached hereto as Exhibit A, and any other forms necessary to carry out the City's participation in order to submit prior to the deadline of May 4, 2026.

PASSED, ADOPTED AND APPROVED at an open meeting properly posted and conducted in accordance with the Texas Open Meetings Act on this, the 13th day of April, 2026.

City of New Braunfels, Texas

NEAL LINNARTZ, Mayor

Attest:

GAYLE WILKINSON, City Secretary

EXHIBIT G

**Six (6) Remnant Defendants’
Combined Subdivision Participation and Release Form
 (“Combined Participation Form”)**

Governmental Entity: New Braunfels city	State: TX
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants’ Settlement Agreement (“RDSA”), dated February 3, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating



Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.



A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



National Opioids Settlements: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: New Braunfels city, TX
Reference Number: CL-2026254

***THIS SETTLEMENT OVERVIEW CONTAINS IMPORTANT INFORMATION ABOUT
THE SIX REMNANT DEFENDANTS NATIONAL OPIOID SETTLEMENT***

SIX REMNANT DEFENDANTS SETTLEMENT OVERVIEW

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants.

If effectuated, the proposed Remnant Defendants Settlement will result in the the Six Remnant Defendants paying a combined \$97,625,000.00 in cash for purposes of abating the opioid epidemic. An Eligible Entity's participation in the Remnant Defendants Settlement, the Settlement will result in a one-time settlement payment to each Eligible Entity. The Settlement funds must be used for the *Core Strategies and Approved Uses* set forth in Exhibit D of the Remnant Defendant Settlement Agreement.

The Remnant Defendants Settlement does not include State Attorneys General or any amount allocated to a State. Rather, this Settlement will be distributed only and directly to any Eligible Entity that participates by signing and returning the *Combined Subdivision Participation and Release Form* by the deadline.

The allocation to participating entities will be calculated using the national Denver model but removing from the equation any amount that the Denver model would allocate to a State Attorney General or a State allocation. Specifically, the interstate allocation formula will be used to calculate what amount should go to all the subdivisions in each state and then apply the intrastate allocation as between all subdivisions who are either a litigating subdivision or a non-litigating subdivision with a population of 30,000 or more. Using that methodology, a national pro-rata percentage was created. That allocation percentage of participation is reflected in Exhibit E of the Remnant Defendant Settlement Agreement.



Eligible Entities must decide whether to participate by **Monday, May 4, 2026.**

WHO IS RUBRIS INC. AND WHAT IS THE NOTICE AND CLAIMS ADMINISTRATOR?

The Settlement provides that a Notice and Claims Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Notice and Claims Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR ENTITY RECEIVING THIS NOTICE?

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Notice and Claims Administrator has their information. *If you are represented by an attorney with respect to opioid claims, please contact them.*

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement may be found at:

<https://nationalopioidsettlement.com>

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the Monday, May 4, 2026, deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that each Eligible Entity take affirmative steps to “opt in” to the Settlement. You will receive the *Combined Subdivision Participation and Release Form* via DocuSign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required *Combined Subdivision Participation and Release Form*. DocuSign remains the preferred method of submission of the needed form.

The participation rate will be used to determine whether participation for each *Remnant Defendant* is sufficient to move forward. If the Settlement moves forward, your release will become effective as to that *Remnant Defendant*. If the settlement as to any *Remnant Defendant* does not move forward, the release as to that *Remnant Defendant* will not become effective.

Please add the following email addresses to your “safe” list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.



All required documentation must be signed and returned on or before Monday, May 4, 2026. Upon effectuation of the Remnant Defendants Settlement, each Eligible Entity will be provided with a link to a portal where you will enter contact and payment information to receive settlement funds.



4/13/2026

Agenda Item No. P)

PRESENTER:

Scott McClelland, PE, Assistant Transportation and Construction Services Director

SUBJECT:

Approval of a resolution authorizing the City Manager to enter into an amended Advanced Funding Agreement between the City of New Braunfels and Texas Department of Transportation for the Barbarosa Road/Saur Lane Improvement project funded by the Alamo Area Metropolitan Planning Organization Surface Transportation Block Grant fund.

DEPARTMENT: Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: 2, 5

BACKGROUND INFORMATION:

The City of New Braunfels was awarded funding through the Alamo Area Metropolitan Planning Organization (AAMPO) Surface Transportation Block Grant to construct roadways, drainage, and pedestrian improvements on Barbarosa Road/Saur Lane, from FM 1101 to Saengerhalle Road. On February 12, 2024, the City Council approved the original Advanced Funding Agreement (AFA), which awarded the City a total project budget of \$12,442,553, with the City being responsible for 20% of the construction cost, state costs, and overruns. Due to labor and material cost escalation impacts, described in the AFA Amendment #1, the City has been awarded an additional \$14,396,725 for a total project budget of \$26,839,278. The City remains responsible for 20% of the total construction costs, state costs, and construction overruns.

The total project budget includes construction funding and, in accordance with AAMPO policy, the amended AFA also establishes separate lines for Construction Change Orders and Construction Engineering, which are reimbursable if approved as participating cost elements of the defined scope from the AFA.

ISSUE:

Provide a system of convenient and safe transportation facilities through comprehensive, cooperative, and continuing transportation system planning and development.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The amended AFA includes the following project estimates:

Construction Cost Breakdown:

Construction Cost (100%)	\$22,049,266
Federal Participation (80%)	\$17,639,413
City Participation (20%)	\$4,409,853
Direct State Costs - City participation	\$151,329 (previously paid 4/19/2024)
Indirect State Costs - State participation	\$8,338

As-needed Construction Line Items Breakdown (per MPO Policy):

Construction Change Orders (100%)	\$2,204,937
Federal Participation (80%)	\$1,763,941
City Participation (20%)	\$440,985
Construction Engineering (100%)	\$2,425,419
Federal Participation (80%)	\$1,940,335
City Participation (20%)	\$485,084

Sufficient funds are available from the 2023 Bond Program Proposition A - Transportation and the Creekside TIRZ for the City required expenses.

RECOMMENDATION:

Staff recommends approval of a resolution authorizing an amendment to the AFA between the City of New Braunfels and Texas Department of Transportation for Barbarosa Road/Saur Lane Roadway Improvement project funded by the AAMPO Surface Transportation Block Grant fund.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-242	AFA ID	Z00008925	CFDA No.	20.205
AFA CSJs	0915-00-242			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	CS; 0915-00-242; Barbarosa/Saur Expansion			<i>AFA Not Used For Research & Development</i>	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Surface Transportation Blocked Grant (STBG)
Off-System**

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the “State”, and the **City of New Braunfels**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **March 14, 2024** to effectuate their agreement to **expand a roadway from two lanes to four lanes**; and,

WHEREAS, it has become necessary to amend that contract in order to **increase funding granted by the MPO**;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

1. Attachment B, **Project Budget**, is deleted in its entirety and replaced with Attachment B-1, **Project Budget**, which is attached to and made a part of this Amendment. The total estimated cost of the Project **increased** by \$ **14,396,725**, from \$ **12,442,553** to \$ **26,839,278**, due to **cost escalation impacts, including increased labor and material costs, since the execution of the original agreement. This amendment also refines the project budget by establishing separate lines for the Construction and Construction Engineering costs, as well as adding a line to identify funds obligated for Change Orders, in accordance with MPO policy.**
2. Attachment C, Resolution, Ordinance, or Commissioners Court Order, is supplemented by adding Attachment C-1, Resolution, Ordinance, or Commissioners Court Order. **The new Resolution recognizes the additional funding granted by the MPO for cost escalation.**

All other provisions of the original contract are unchanged and remain in full force and effect.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-242	AFA ID	Z00008925	CFDA No.	20.205
AFA CSJs	0915-00-242			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	CS; 0915-00-242; Barbarosa/Saur Expansion			<i>AFA Not Used For Research & Development</i>	

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party’s signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

Date

Signature

Typed or Printed Name

Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-242	AFA ID	Z00008925	CFDA No.	20.205
AFA CSJs	0915-00-242			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	29900		
Project Name	CS; 0915-00-242; Barbarosa/Saur Expansion			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT B-1 PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	\$22,049,266	80%	\$17,639,413	0%	\$0	20%	\$4,409,853
Construction Change Orders (by Local Government) (Federal Max per MPO Policy)	\$2,204,927	80%	\$1,763,941	0%	\$0	20%	\$440,985
Construction Engineering (by Local Government) (Federal Max per MPO Policy)	\$2,425,419	80%	1,940,355	0%	\$0	20%	\$485,084
Subtotal	\$26,679,612	\$21,343,689		\$0		\$5,335,922	
Environmental Direct State Costs	\$16,507	0%	\$0	0%	\$0	100%	\$16,507
Engineering Direct State Costs	\$33,015	0%	\$0	0%	\$0	100%	\$33,015
Right of Way Direct State Costs	\$16,507	0%	\$0	0%	\$0	100%	\$16,507
Utility Direct State Costs	\$16,507	0%	\$0	0%	\$0	100%	\$16,507
Construction Direct State Costs	\$68,792	0%	\$0	0%	\$0	100%	\$68,792
Subtotal	\$151,329	\$0		\$0		\$151,329	
Indirect State Costs (5.51%)	\$8,338	0%	\$0	100%	\$8,338	0%	\$0
TOTAL	\$26,839,278	\$21,343,689		\$8,338		\$5,487,251	

Initial payment by the Local Government to the State (received 04/19/2024): \$151,329.

Payment by the Local Government to the State before construction: \$0.

Estimated total payment by the Local Government to the State \$151,329.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-00-242	AFA ID	Z00008925	CFDA No.	20.205
AFA CSJs	0915-00-242			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	2990		
Project Name	CS; 0915-00-242; Barbarosa/Saur Expansion			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT C-1
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE BARBAROSA ROAD/SAUR LANE ROADWAY IMPROVMENTS FUNDED THROUGH THE ALAMO AREA METROPOLITAN PLANNING ORGANIZATION SURFACE TRANSPORTATION BLOCK GRANT PROGRAM.

WHEREAS, the Alamo Area Metropolitan Planning Organization (AAMPO) issued a call for Surface Transportation Block Grants (STBG) Program projects for the FY 2025-2028 Transportation Improvement Program (TIP); and

WHEREAS, the City of New Braunfels submitted the Barbarosa Road/Saur Lane Roadway Improvements Project, including additional travel and turning lanes, traffic signal, drainage infrastructure, sidewalks, shared use path, and enhanced pedestrian crossings from FM1101 to Saengerhalle Road, for consideration in the program; and

WHEREAS, the Barbarosa Road/Saur Lane Improvements Project was selected for funding through the AAMPO funding program to improve driver and pedestrian safety in New Braunfels; and

WHEREAS, as a requirement of the TIP, the City of New Braunfels is responsible for 20% of the anticipated construction cost, with the remaining 80% being provided federally through the Texas Department of Transportation (TxDOT); and

WHEREAS, the City of New Braunfels is also responsible for TxDOT's direct costs, associated with project review, inspection, administration, and oversight; and

WHEREAS, the City of New Braunfels is authorized to enter into an agreement with TxDOT and confirms the financial commitment including payment of overruns through the City of New Braunfels' capital project funding programs; and

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

THAT, the City Manager is authorized to enter into an amended Advance Funding Agreement between the City of New Braunfels and Texas Department of Transportation, further authorized to execute all necessary documents, and accept funding associated with the Barbarosa Road/Saur Lane Roadway Improvements project.

PASSED, ADOPTED AND APPROVED this 13th day of April 2026.

City of New Braunfels, Texas

NEAL LINNARTZ, Mayor

Attest:

GAYLE WILKINSON, City Secretary

4/13/2026

Agenda Item No. Q)

PRESENTER:

Ken Wilson, Parks and Recreation Director

SUBJECT:

Approval of the first reading of an ordinance updating Section 86-3, “Rules and Regulations for Control of Park and Recreation Areas” of the New Braunfels Code of Ordinances authorizing the city manager to set operating hours for city parks facilities and park concessions.

DEPARTMENT: Parks and Recreation.

COUNCIL DISTRICTS IMPACTED: All Districts

BACKGROUND INFORMATION:

A presentation was given to City Council on February 23, 2026, to adjust operating hours for certain parks, cemeteries and facilities and was adopted in Ordinance No. 2026-11. During the ordinance update it was identified that other park facilities were not included. The changes requested is to authorize the city manager or their designee to establish the operating hours for City and enclosures on city owned or leased property including, but not limited to Das Rec, Landa Park Aquatic Complex, City Tube Chute, Mission Hill Park, Fischer Park Nature Education Center, Westside Community Center, Landa Park Golf Course and any park concessions.

ISSUE:

Approval of an ordinance update allowing the City Manager to manage day-to-day hours of operations of city parks facilities and park concessions. Currently, prior to school letting out and after school goes back into session, seasonal staffing becomes difficult and requires some facilities to be closed early for the safety of park patrons. This change will allow a facility to update hours to accommodate staffing levels. In addition, some maintenance items require periodic closures at facilities.

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity
Organizational Excellence Community Well-Being N/A
[Enter Objectives/Performance Measures Supported]

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the ordinance updates to Section 86-3 as described.

ORDINANCE NO. 2026 - ____

AN ORDINANCE OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING SECTION 86-3 “RULES AND REGULATIONS FOR CONTROL OF PARK AND RECREATION AREAS” OF THE NEW BRAUNFELS CODE OF ORDINANCES AUTHORIZING THE CITY MANAGER TO SET OPERATING HOURS FOR CITY PARKS FACILITIES; PROVIDING A REPEALER, SEVERABILITY AND SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Parks and Recreation Department recently presented to City Council adjustments to operating hours for certain parks, cemeteries and facilities that City Council adopted in Ordinance No. 2026-11, on February 23, 2026; and

WHEREAS, the ordinance already delegates certain authority to the City Manager, Chief of Police and Director of Parks and Recreation Department to adjust hours in limited circumstances; and

WHEREAS, the Code of Ordinances needs to be amended to allow the City Manager to manage the day-to-day hours of operations of city parks and facilities, including Das Rec, Landa Aquatics Center, Fischer Park Nature Center, and park concessions; and

WHEREAS, the City Council of the City of New Braunfels, Texas has the authority under its Home Rule Charter and under the laws of the State of Texas to adopt regulations aimed to protect the health, safety, and general welfare of its citizens.

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

Section 1: That Chapter 86 of the New Braunfels Code of Ordinances shall be amended to hereinafter read as follows:

**Chapter 86 - PARKS AND RECREATION
ARTICLE I. - IN GENERAL**

Sec. 86-3. - Rules and regulations for control of park and recreation areas.

a) The city shall have and shall exercise the power to control all activities, hours of visitation, and days and times of opening to city owned property as defined in this chapter, in order to properly protect the citizens of this community. All city owned property covered by this chapter shall be under the direct supervision of the city manager, the parks and recreation director and the chief of police. These officials shall have the authority to delegate their power of supervision to other employees of the city, not limited to but including as well the police officials and police officers of the city.

b) City owned properties shall be open to the public between the hours of 6:00 a.m. and 10:00 p.m. each and every day, except as follows: Cypress Bend Park, which shall be open

to the public between the hours of 6:00 a.m. and dusk of each and every day; the City Tube Chute Park will close at 7:00 p.m. on Saturdays, Sundays, and Independence Day, including July 3rd when it falls on a Monday and July 5th when it falls on a Friday, starting Memorial Day weekend and ending Labor Day weekend; the right-of-way under the Faust Street Bridge will be closed on both sides of the Guadalupe River to prevent public access; and the Comal Cemetery and the New Braunfels Cemetery which shall be open from 8:00 a.m. until dusk. All such city owned area properties shall be open during the above-described hours unless otherwise stated in this ordinance or closed by order of the city manager or the parks and recreation director and/or the chief of police for the purposes of rehabilitation, cleaning, general supervision, or to protect the health, safety and general welfare of the public. The city manager or their designee is authorized to establish the operating hours of city buildings and enclosures on city owned or leased property including, but not limited to Das Rec, Landa Aquatics Center, City Tube Chute, Mission Hill, Fischer Park Nature Education Center, Westside Community Center, Landa Park Golf Course, and any park concessions. If such areas are to be open prior to 6:00 a.m. in the morning or after the specific closing times set forth in this section, specific permission must be secured from the parks and recreation director for anyone to use such areas during those extra hours.

- c) The police department of the city is charged with the responsibility of supervising and maintaining law and order in the city owned properties in order to protect the peace, health, safety and general welfare of the public. In order to carry out this provision, the police department, and any and all officers therein, shall have the authority to make any arrests for violation of any state law or city ordinance. In addition thereto, it is hereby declared that a person commits an offense of trespass if he/she enters or remains on city owned properties, during hours other than those set out in this section, without effective consent, and he/she:
 - (1) Had notice that the entry was forbidden; or
 - (2) Received notice to depart but failed to do so.

For purposes of this section, "entry" means the intrusion of the entire body and "notice" means an oral or written communication by the city manager, the parks and recreation director, or the chief of police or any police officer; or fencing or other enclosure obviously designed to exclude intruders during the closed hours; or signs posted to be reasonably likely to come to the attention of intruders.

- d) For the purposes of this section, the definition of the city owned ~~park~~ properties includes all applicable areas of the same for any and all immediate parking of vehicles. Such parking areas shall be defined as city streets and shall be supervised and regulated by the police department in the same manner as all city streets. Further, for the purposes of this section, a user of all parks shall also cover individuals who are sitting inside their vehicles while parked in any of the parking areas.
- e) It is further an offense and a violation of this section for any person to be standing, walking, running, sitting, jumping, diving or doing any other act on or off Clemens Dam itself. It shall likewise be illegal for any person to swim through the openings of Clemens Dam, or attempt

to swim through such openings or wade through such openings, and this illegal act shall also apply to anyone who attempts to swim over Clemens Dam.

- f) The refusal of any person to carry out the orders and provisions of this section shall be deemed a misdemeanor, punishable by a fine of not more than \$500.00.

SECTION 2: REPEALER. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only. All provisions of the Code of Ordinances of the City of New Braunfels not herein amended or repealed shall remain in full force and effect.

SECTION 3: SEVERABILITY.

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

SECTION 4: SAVINGS CLAUSE.

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

SECTION 4. EFFECTIVE DATE AND PUBLICATION.

This Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing with the City Secretary's Office. This ordinance must also be published in a newspaper of general circulation at least one time within ten (10) days after its final passage, as required by the City Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this ___ day of _____, 2026.

PASSED AND APPROVED: Second reading this ___ day of _____, 2026.

CITY OF NEW BRAUNFELS, TEXAS

NEAL LINNARTZ, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

4/13/2026

Agenda Item No. R)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

Applicant: Comal County WID #3 (Southstar/Mayfair)

SUBJECT:

Approval of the first reading of an ordinance, in accordance with adopted agreements with the property owner, to annex for limited purposes Lots 1, 2, and 900, Block 2, Mayfair - South Ransom Commercial Subdivision, consisting of approximately 10 acres.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** District 4**BACKGROUND INFORMATION:**

Petitioner: Comal County Water Improvement District No. 3 (Mayfair) c/o Allen Boone Humphries
Attn: Ryan Harper
919 Congress Ave., Suite 1500
Austin, TX 78701

Owner: Southstar at Mayfair Developer, LLC Thad Rutherford, President/CEO 1118 Vintage Way
New Braunfels, TX 78132

Staff Contact: Matt Greene
(830) 221-4053 | mgreene@newbraunfels.gov

As part of the Mayfair Development Agreement adopted in 2022, the City of New Braunfels and Comal County Water Improvement District No. 3 negotiated a Strategic Partnership Agreement (SPA) for limited purpose annexation of certain properties within Mayfair. Under the Agreement, once properties designated for commercial or “mixed commercial and residential” development (per the Sector Plan) are platted, they shall be annexed into the City for the limited purpose of sales tax collection. The City will not collect property taxes in these areas and will provide only limited municipal services as specified in Article VI of the SPA. Residents of areas annexed for limited purposes may vote in elections for City Council and City Charter amendments but may not vote in bond elections.

ISSUE:

Per the SPA, limited purpose annexations must take place within 180 days after a plat for such property is recorded. The Mayfair - South Ransom Commercial Subdivision plat establishing Lots 1, 2, and 900, Block 2, (attached) was recorded with Comal County on January 15, 2026. Final action on the limited purpose annexation (second reading) must occur before July 14, 2026.

COMPREHENSIVE PLAN REFERENCE:

Regional Planning: Annexation

-
- Balance resources in an equitable manner that does not lead to disinvestment in existing New Braunfels.
 - Ensure annexation supports the community’s desired form, design and pattern.
 - Assure the long-term fiscal health of New Braunfels and that policy decisions do not create an undue fiscal burden on the City or others.

Future Land Use Plan: The subject property is located within the Oak Creek Sub Area, along a Transitional Mixed-Use Corridor and near a future Market Center.

STRATEGIC PLAN REFERENCE:

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

- Objective: Considering statutory and market-based factors, continue to diversify revenue streams to support long-term fiscal sustainability of the organization.

FISCAL IMPACT:

In accordance with the negotiated and adopted SPA, limited purpose annexation of the subject tract is required and will allow the City to share in sales tax collection in order to provide the requisite limited scope of corresponding municipal services.

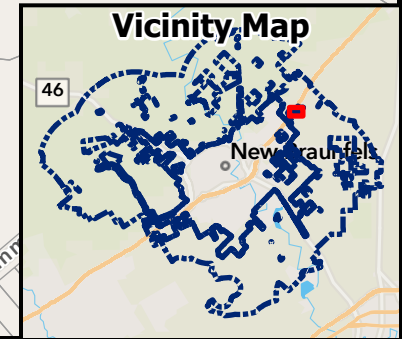
RECOMMENDATION:

Approval.

Resource Links:

- Mayfair Strategic Partnership Agreement (SPA):
newbraunfels.gov/DocumentCenter/View/26106/Mayfair-Partnership-Agreement?bidId=<https://newbraunfels.gov/DocumentCenter/View/26106/Mayfair-Partnership-Agreement?bidId=>https://newbraunfels.gov/DocumentCenter/View/26106/Mayfair-Partnership-Agreement?bidId>

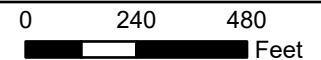
LOCATION MAP



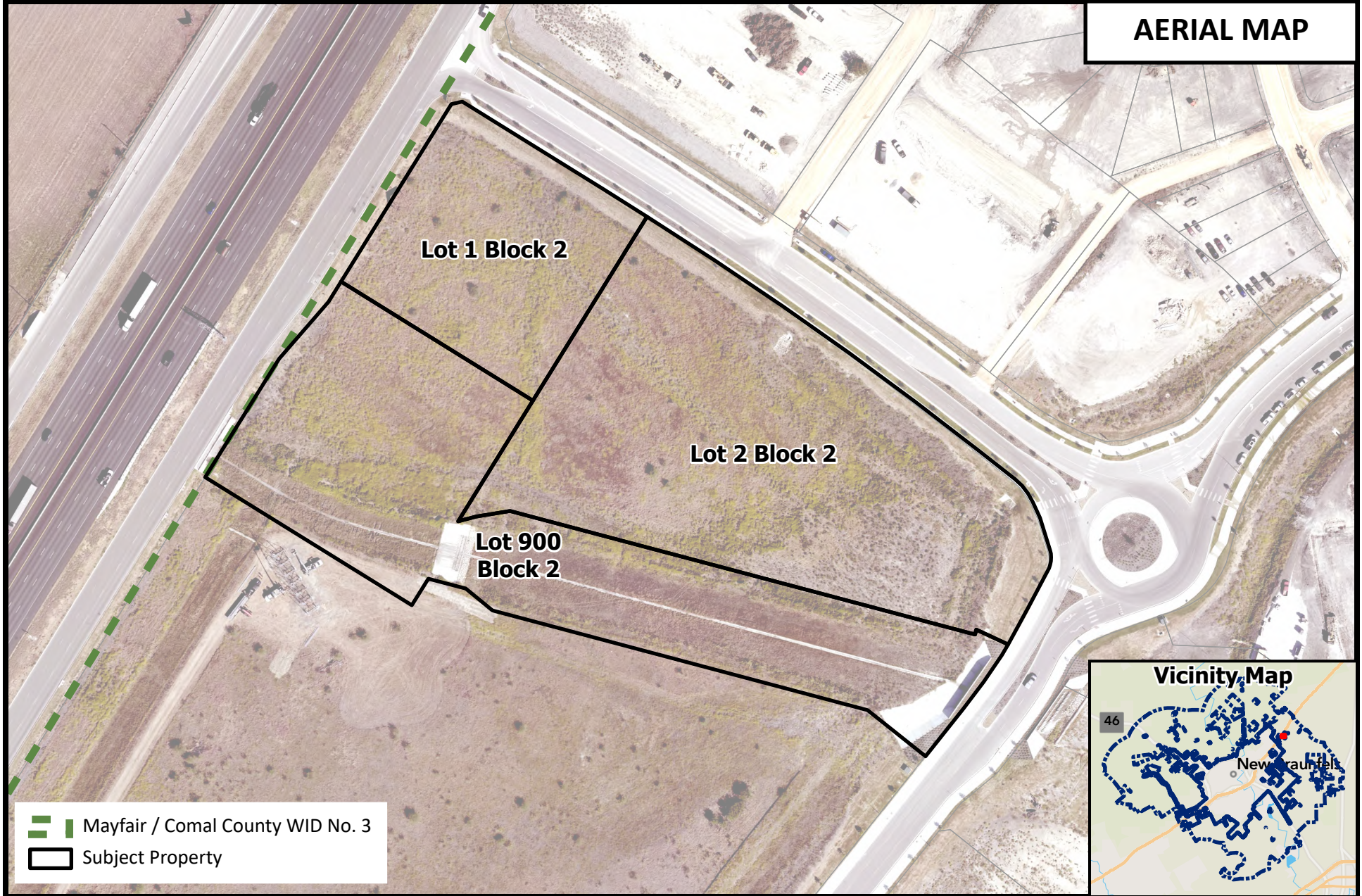
Source: City of New Braunfels Planning
Date: 3/12/2026

CS26-0089

Limited Purpose Annexation Lots 1, 2, & 900 Block 2, Mayfair South Ransom Commercial



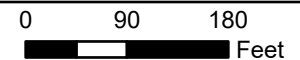
AERIAL MAP



Source: City of New Braunfels Planning
Date: 3/12/2026

CS26-0089

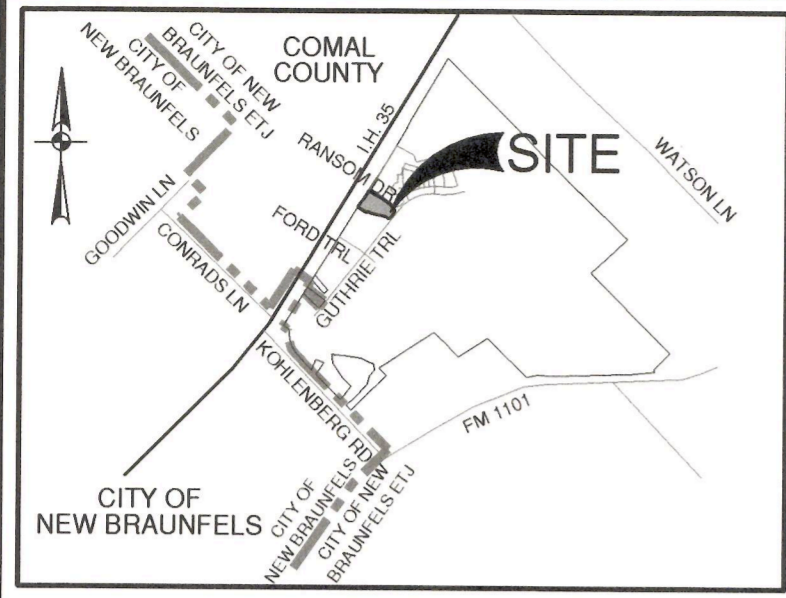
Limited Purpose Annexation Lots 1, 2, & 900 Block 2, Mayfair South Ransom Commercial



Path:
U:\Neighborhood and Community Planning\Permits and Applications\Annexations\Limited

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

20260001297



LOCATION MAP
NOT-TO-SCALE

EASEMENT STATEMENT:
PROPERTY OWNERS ARE ADVISED THAT THEY ARE RESPONSIBLE FOR MAINTENANCE OF DEDICATED EASEMENTS ON THEIR PROPERTY AND MAY NOT UTILIZE THESE EASEMENTS FOR ANY PURPOSE DETRIMENTAL TO THEIR INTENDED USE (I.E., NO STRUCTURES, SEPTIC TANK FIELDS, ETC.). GRANTEES OF SAID DEDICATED EASEMENTS RESERVE THE RIGHT OF ACCESS TO SUCH EASEMENTS.

- NEW BRAUNFELS UTILITIES NOTES:**
1. MAINTENANCE OF DEDICATED UTILITY EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. ANY USE OF AN EASEMENT, OR ANY PORTION OF IT, INCLUDING LANDSCAPING OF DRAINAGE FEATURES, IS SUBJECT TO AND SHALL NOT CONFLICT WITH THE TERMS AND CONDITIONS IN THE EASEMENT, MUST NOT ENDANGER OR INTERFERE WITH THE RIGHTS GRANTED BY THE EASEMENT TO NEW BRAUNFELS UTILITIES, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE SUBJECT TO APPLICABLE PERMIT REQUIREMENTS OF THE CITY OF NEW BRAUNFELS OR ANY OTHER GOVERNING BODY. THE PROPERTY OWNER MUST OBTAIN, IN ADVANCE, WRITTEN AGREEMENT WITH THE UTILITIES TO UTILIZE THE EASEMENT, OR ANY PART OF IT.
 2. UTILITIES WILL POSSESS A 5' WIDE SERVICE EASEMENT TO THE BUILDING STRUCTURE ALONG THE SERVICE LINE TO THE SERVICE ENTRANCE. THIS EASEMENT WILL VARY DEPENDING UPON LOCATION OF BUILDING STRUCTURE AND SERVICE.
 3. UTILITIES SHALL HAVE ACCESS TO THE METER LOCATIONS FROM THE FRONT YARD AND METER LOCATIONS SHALL NOT BE LOCATED WITHIN A FENCED AREA.
 4. EACH LOT MUST HAVE ITS OWN WATER AND SEWER SERVICE AT THE OWNER/DEVELOPER'S EXPENSE.
 5. DO NOT COMBINE ANY NEW UTILITY EASEMENTS (UE) WITH DRAINAGE EASEMENTS (DE) OR MAKE CHANGES IN GRADE WITHIN THE UTILITY EASEMENTS (UE) WITHOUT WRITTEN APPROVAL FROM NEW BRAUNFELS UTILITIES.
 6. NBU IS NOT RESPONSIBLE FOR DAMAGES TO PROPERTY IMPROVEMENTS (I.E. LANDSCAPING, TREES, PAVEMENT, SIGNS, DRAINAGE STRUCTURES, PRIVATE UTILITIES, ETC.) THAT ARE PLACED IN ANY TYPE OF UTILITY EASEMENT. TO ENSURE NO CONFLICTS EXIST WITH UTILITY INFRASTRUCTURE IN THE EASEMENT, ALL SUCH IMPROVEMENTS PLACED IN ANY TYPE OF UTILITY EASEMENT MUST BE REVIEWED AND APPROVED THROUGH THE NBU EASEMENT ENCROACHMENT PROCESS. NBU DEVELOPMENT SERVICES FACILITATES THE EASEMENT ENCROACHMENT APPLICATION PROCESS.

FLOODPLAIN NOTE:
THIS PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA, ZONE "A", THE 100-YEAR FLOOD ZONE, AS DEFINED BY THE FLOOD INSURANCE RATE MAP FOR COMAL COUNTY, TEXAS ON COMMUNITY PANEL NO. 48091C0295F, EFFECTIVE DATE 9/2/2009, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

UTILITY PROVIDER NOTE:
THE PROPERTY WILL BE SERVED BY THE FOLLOWING:
NEW BRAUNFELS UTILITIES (WATER, SEWER, ELECTRIC)
CENTRIC (TELECOMMUNICATIONS, GAS)

CROSS ACCESS:
LOT OWNER(S) SHALL PROVIDE SHARED COMMON CROSS ACCESS FOR LOT(S) 1-2, BLOCK 2.

SUBDIVISION PLAT OF MAYFAIR - SOUTH RANSOM COMMERCIAL

10.428 ACRES OF LAND, SITUATED IN THE ANTONIO MARIA EZNAURIZAR SURVEY NUMBER 1, ABSTRACT NUMBER 1, COMAL COUNTY, TEXAS, BEING COMPRISED OF ALL OF 1.790 ACRES, DESCRIBED IN A DEED FROM SOUTHSTAR AT MAYFAIR DEVELOPER, LLC TO RANSOM RE INVESTMENT, LLC, AS RECORDED IN DOCUMENT NUMBER 202506019925 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS AND A PORTION OF 778.313 ACRES, DESCRIBED IN A DEED FROM SOUTHSTAR AT MAYFAIR, LLC TO SOUTHSTAR AT MAYFAIR DEVELOPER, LLC AS RECORDED IN DOCUMENT NUMBER 202106037786 OF THE SAID OFFICIAL PUBLIC RECORDS.

- PLAT NOTES:**
1. THIS SUBDIVISION IS NOT WITHIN THE EDWARDS AQUIFER JURISDICTIONAL ZONES.
 2. THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF NEW BRAUNFELS, TEXAS.
 3. FUTURE DEVELOPMENT IS SUBJECT TO CHAPTER 114 (STREETS, SIDEWALKS AND OTHER PUBLIC SPACES) OF THE NEW BRAUNFELS CODE OF ORDINANCES.
 4. THE ELEVATION OF THE LOWEST FLOOR OF A STRUCTURE SHALL BE AT LEAST 10 INCHES ABOVE THE FINISHED GRADE OF THE SURROUNDING GROUND, WHICH SHALL BE SLOPED IN A FASHION SO AS TO DIRECT STORMWATER AWAY FROM THE STRUCTURE. PROPERTIES ADJACENT TO STORMWATER CONVEYANCE STRUCTURES MUST HAVE A FLOOR SLAB ELEVATION OR BOTTOM OF FLOOR JOIST A MINIMUM OF ONE FOOT ABOVE THE 100-YEAR WATER FLOW ELEVATION IN THE STRUCTURE. DRIVEWAYS SERVING HOUSES ON THE DOWNHILL SIDE OF THE STREET SHALL HAVE A PROPERLY SIZED GROSS SWALE PREVENTING RUNOFF FROM ENTERING THE GARAGE AND SHALL PREVENT WATER FROM LEAVING THE STREET.
 5. THIS UNIT CONTAINS 2 BUIDABLE LOTS.
 6. ANY DRIVEWAY CONSTRUCTION ON COUNTY ROADS WITHIN THE UNINCORPORATED AREAS OF COMAL COUNTY MUST BE PERMITTED BY THE COMAL COUNTY ROAD DEPARTMENT.
 7. STREET TREE PLANTING WILL OCCUR WITH BUILDING PERMIT IN COMPLIANCE WITH THE MAYFAIR DDCD.
 8. THIS PLAT IS SUBJECT TO THE REQUIREMENTS AND REGULATIONS OF THE MAYFAIR DEVELOPMENT AGREEMENT, RECORDED AS DOCUMENT NO. 202206006377 AND AS AMENDED.
 9. THIS PLAT IS SUBJECT TO THE TERMS OF A UTILITY COST SHARING AGREEMENT SOUTHSTAR AT MAYFAIR, LLC. A COPY OF THE UTILITY COST SHARING AGREEMENT IS RECORDED AS DOCUMENT NO. 202206006599 IN THE OFFICIAL RECORDS OF COMAL COUNTY, TEXAS.
 10. NBU WILL ONLY SERVE WATER OR WASTEWATER TO A PLATTED LOT ONLY IF THE DEVELOPER AND LANDOWNERS COMPLY WITH THEIR OBLIGATIONS OUTLINED WITHIN THE UTILITY COST SHARING AGREEMENT SOUTHSTAR AT MAYFAIR, LLC.

- TXDOT NOTES:**
1. FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
 2. THE OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY. OUTFALLS FOR WATER QUALITY AND/OR DETENTION PONDS TREATING IMPERVIOUS COVER RELATED TO THE DEVELOPMENT AND STRUCTURES FOR REDUCTION OF DISCHARGE VELOCITY WILL NOT ENCRACH BY STRUCTURE OR GRADING INTO STATE ROW OR INTO AREAS OF ROW RESERVATION OR DEDICATION. FOR PROJECTS IN THE EDWARDS AQUIFER RECHARGE, TRANSITION OR CONTRIBUTING ZONES, PLACEMENT OF PERMANENT STRUCTURAL BEST MANAGEMENT PRACTICE DEVICES OR VEGETATIVE FILTER STRIPS WITHIN STATE ROW OR INTO AREAS OF ROW RESERVATION OR DEDICATION WILL NOT BE ALLOWED. NO NEW EASEMENTS OF ANY TYPE SHOULD BE LOCATED IN AREAS OF ROW RESERVATION OR DEDICATION.
 3. MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY TXDOT'S, "ACCESS MANAGEMENT MANUAL" WHERE TOPOGRAPHY OR OTHER EXISTING CONDITIONS MAKE IT INAPPROPRIATE OR NOT FEASIBLE TO CONFORM TO THE CONNECTION SPACING INTERVALS, THE LOCATION OF REASONABLE ACCESS WILL BE DETERMINED WITH CONSIDERATION GIVEN TO TOPOGRAPHY, ESTABLISHED PROPERTY OWNERSHIPS, UNIQUE PHYSICAL LIMITATIONS, AND/OR PHYSICAL DESIGN CONSTRAINTS. THE SELECTED LOCATION SHOULD SERVE AS MANY PROPERTIES AND INTERESTS AS POSSIBLE TO REDUCE THE NEED FOR ADDITIONAL DIRECT ACCESS TO THE HIGHWAY. IN SELECTING LOCATIONS FOR FULL MOVEMENT INTERSECTIONS, PREFERENCE WILL BE GIVEN TO PUBLIC ROADWAYS THAT ARE ON LOCAL THOROUGHFARE PLANS.
 4. IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE AS DIRECTED BY TXDOT.
 5. ANY TRAFFIC CONTROL MEASURES (LEFT-TURN LANE, RIGHT-TURN LANE SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER.

SCHOOL DISTRICT NOTE:
REFERENCED PROPERTY LIES WITHIN THE COMAL INDEPENDENT SCHOOL DISTRICT.

COMMON SPACE NOTE:
LOT 900 BLOCK 2 IS A CHANNEL & DRAINAGE EASEMENT.

ALL AFOREMENTIONED LOTS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR PROPERTY OWNER AND NOT THE CITY OF NEW BRAUNFELS.

- SIDEWALK NOTES:**
1. SIX (6) FOOT SIDEWALK IS EXISTING ALONG RANSOM DRIVE.
 2. TWELVE (12) FOOT SIDEWALK IS EXISTING ALONG GUTHRIE TRAIL.
 3. SIX (6) FOOT SIDEWALK WILL BE CONSTRUCTED BY THE DEVELOPER PER CITY STANDARDS AT THE TIME OF BUILDING PERMIT ALONG IH-35.

PAPE-DAWSON ENGINEERS
1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
DATE OF PREPARATION: November 14, 2025

STATE OF TEXAS
COUNTY OF COMAL

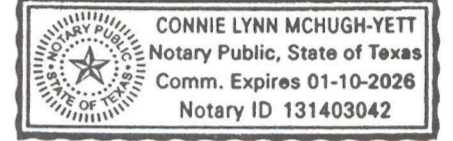
I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, (LOTS 2 AND 900, BLOCK 2) AND DESIGNATED HEREIN AS THE MAYFAIR - SOUTH RANSOM COMMERCIAL SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF COMAL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER: Jim Vatter
JIM VATER
SOUTHSTAR AT MAYFAIR DEVELOPER, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 CENTRAL PLAZA, SUITE 110, BOX 195,
NEW BRAUNFELS, TX 78130

STATE OF TEXAS
COUNTY OF COMAL

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 18th DAY OF November, 2025, BY Jim Vatter

Connie Lynn Mchugh-Yett
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 01-10-2026



STATE OF TEXAS
COUNTY OF COMAL

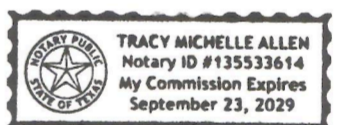
I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, (LOT 1, BLOCK 2) AND DESIGNATED HEREIN AS THE MAYFAIR - SOUTH RANSOM COMMERCIAL SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF COMAL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: Shakeel Badarpula
SHAKEEL BADARPULA
RANSOM RE INVESTMENT, LLC
11940 JOLLYVILLE ROAD, SUITE 110N
AUSTIN, TEXAS 78759

STATE OF TEXAS
COUNTY OF COMAL

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF DECEMBER 01, 2025, BY SHAKEEL BADARPULA

Tracy Michelle Allen
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 09/23/2029



APPROVED THIS THE 2nd DAY OF October, 2025, BY THE CITY OF NEW BRAUNFELS, TEXAS.

APPROVED FOR ACCEPTANCE

1/14/2026 Matthew Simant
DATE for NEIGHBORHOOD AND COMMUNITY PLANNING DIRECTOR

1/5/2026 Jim Vatter
DATE CITY ENGINEER

STATE OF TEXAS
COUNTY OF COMAL

I, Bobbie Koopp, COUNTY CLERK OF COMAL COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 15th DAY OF January, A.D. 2026, AT 11:25 AM AND DULY RECORDED THE 15th DAY OF January, A.D. 2026, IN THE RECORDS OF MAPS AND PLATS IN SAID OFFICE, OF SAID COUNTY, IN DOCUMENT # 202600001297 IN TESTIMONY WHEREOF WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 15th DAY OF January, A.D. 2026.

Bobbie Koopp
COUNTY CLERK, COMAL COUNTY, TEXAS

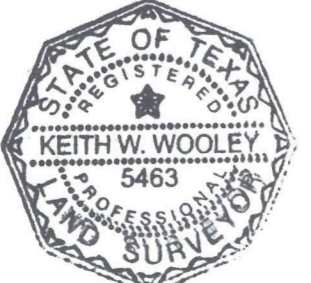


- SURVEYOR'S NOTES:**
1. MONUMENTS WERE FOUND OR SET AT EACH CORNER OF THE SURVEY BOUNDARY OF THE SUBDIVISION AS NOTED. MONUMENTS AND LOT MARKERS WILL BE SET WITH 1/2" IRON ROD WITH CAP MARKED "PAPE-DAWSON" OR MAG NAIL WITH DISK MARKED "PAPE-DAWSON" AFTER THE COMPLETION OF UTILITY INSTALLATION AND STREET CONSTRUCTION UNLESS NOTED OTHERWISE.
 2. COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE, DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORRS NETWORK.
 3. DIMENSIONS SHOWN ARE SURFACE IN US SURVEY FEET, WITH SURFACE ADJUSTMENT FACTOR: 1.00017
 4. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED KEITH W. WOOLEY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE UNDER MY SUPERVISION AND IN COMPLIANCE WITH CITY AND STATE SURVEY REGULATIONS AND LAWS AND MADE ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Keith W. Wooley
KEITH W. WOOLEY
REGISTERED PROFESSIONAL LAND SURVEYOR #5463
PAPE-DAWSON ENGINEERS, INC.
1672 INDEPENDENCE DR, STE 102
NEW BRAUNFELS, TEXAS 78132



PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT

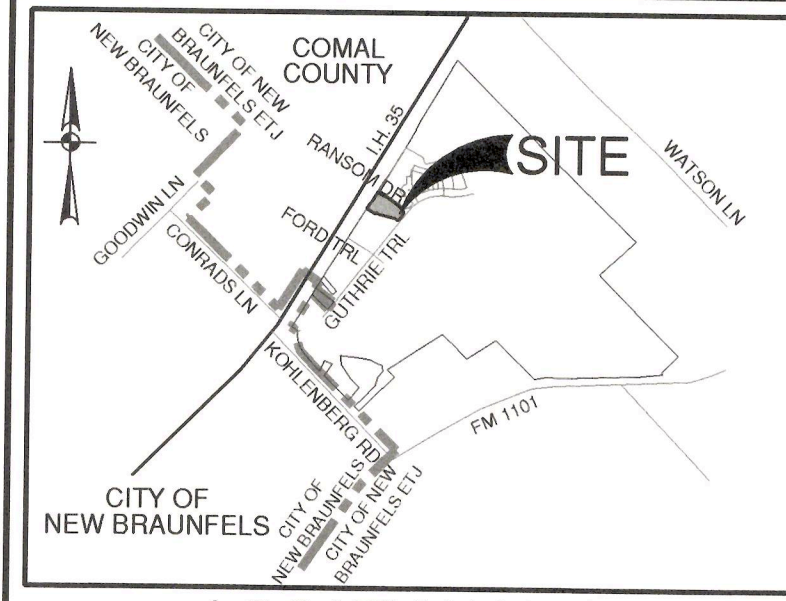
CURVE AND LINE DATA ON SHEET 2 OF 2

SHEET 1 OF 2

BY: DEPUTY Jim Vatter

MAYFAIR - SOUTH RANSOM COMMERCIAL
Civil Job No. 30002-76
Date: Nov 11, 2025, 10:25 AM - User: B. Koopp
File Path: \\s01\001\001\Projects\Comp\PE\PAPE-3000276-5 RANSOM

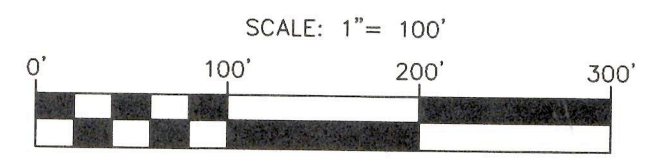
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LOCATION MAP
NOT-TO-SCALE

**SUBDIVISION PLAT
OF
MAYFAIR - SOUTH RANSOM
COMMERCIAL**

10 428 ACRES OF LAND, SITUATED IN THE ANTONIO MARIA EZNAURIZAR SURVEY NUMBER 1, ABSTRACT NUMBER 1, COMAL COUNTY, TEXAS, BEING COMPRISED OF ALL OF 1.790 ACRES, DESCRIBED IN A DEED FROM SOUTHSTAR AT MAYFAIR DEVELOPER, LLC TO RANSOM RE INVESTMENT, LLC, AS RECORDED IN DOCUMENT NUMBER 202506019925 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS AND A PORTION OF 778.313 ACRES, DESCRIBED IN A DEED FROM SOUTHSTAR AT MAYFAIR, LLC TO SOUTHSTAR AT MAYFAIR DEVELOPER, LLC AS RECORDED IN DOCUMENT NUMBER 202106037786 OF THE SAID OFFICIAL PUBLIC RECORDS.



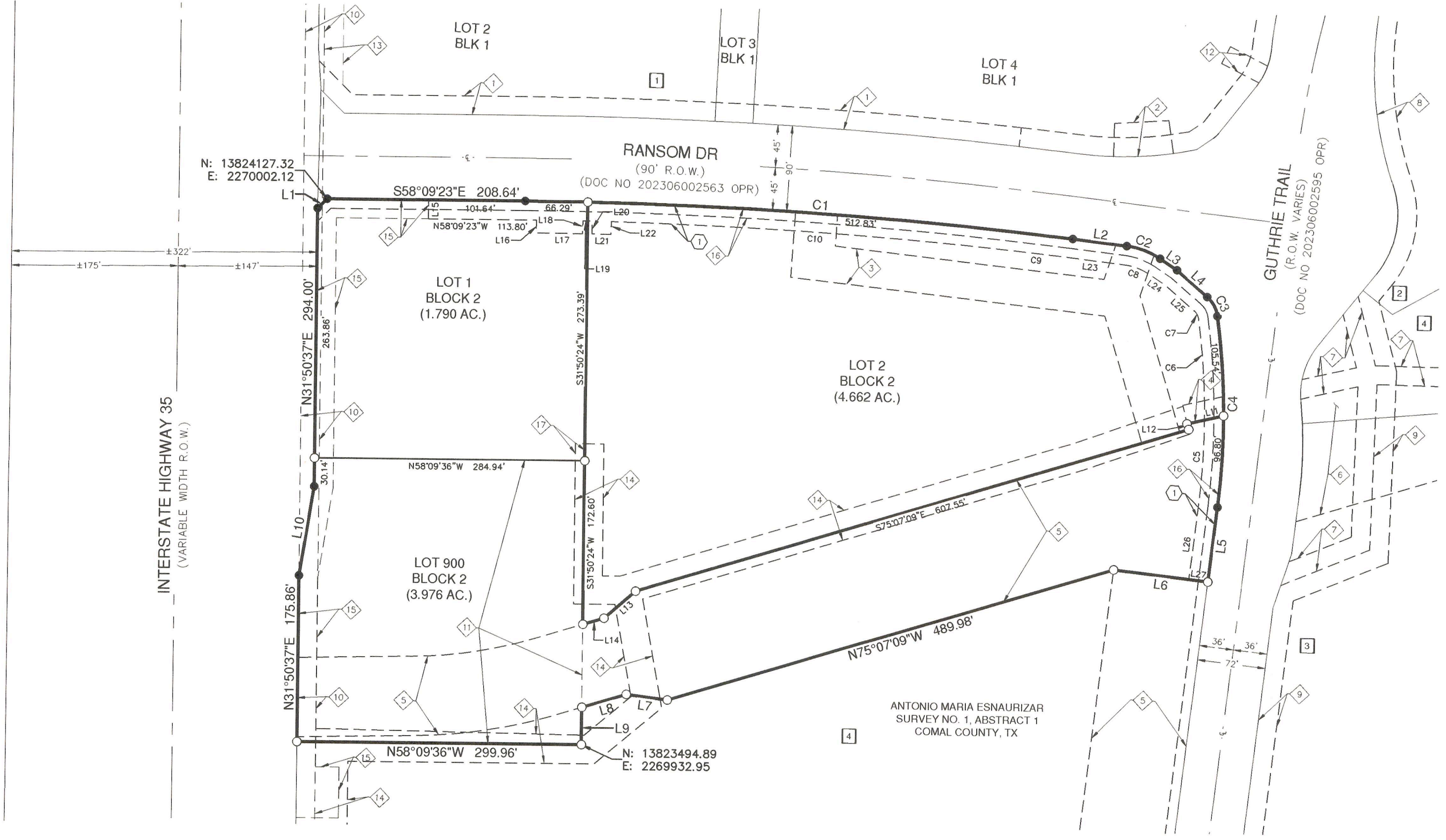
**PAPE-DAWSON
ENGINEERS**

1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
DATE OF PREPARATION: December 17, 2025

- LEGEND**
- MPR MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS
 - DR DEED RECORDS OF COMAL COUNTY, TEXAS
 - OPR OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
 - VOL VOLUME
 - PG PAGE(S)
 - DOC DOCUMENT NUMBER
 - ETJ EXTRATERRITORIAL JURISDICTION
 - AC ACRE(S)
 - BLK BLOCK
 - ROW RIGHT-OF-WAY
 - SET 1/2" IRON ROD (PD)
 - FOUND TxDOT MONUMENTATION (TYPE I, II OR III)
 - FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE) (SURVEYOR)

KEY NOTES LEGEND

- 1 VARIABLE WIDTH UTILITY EASEMENT
- 2 20' UTILITY EASEMENT (DOC NO 202206046252, OPR)
- 3 VARIABLE WIDTH DRAINAGE EASEMENT (DOC NO 202206045656, OPR)
- 4 VARIABLE WIDTH DRAINAGE EASEMENT (DOC NO 202206045654, OPR)
- 5 20' SANITARY SEWER EASEMENT (DOC NO 202206046284, OPR)
- 6 VARIABLE WIDTH DRAINAGE EASEMENT (DOC NO 202206045700, OPR)
- 7 VARIABLE WIDTH DRAINAGE EASEMENT (DOC NO 202206045657, OPR)
- 8 20' SANITARY SEWER EASEMENT (DOC NO 202206046287, OPR)
- 9 20' UTILITY AND DRAINAGE ACCESS EASEMENT (DOC NO 202206046290, OPR)
- 10 20' UTILITY EASEMENT (DOC NO 202206046292, OPR)
- 11 20' PIPELINE EASEMENT (VOL 143, PG 362, DR)
- 12 CHANNEL EASEMENT (DOC 106, PG 494, DR)
- 13 20' SANITARY SEWER EASEMENT (DOC NO 202206046285, OPR)
- 14 20' PUBLIC UTILITY EASEMENT (CONCURRENT PLATTING)
- 15 VARIABLE WIDTH NBU UTILITY EASEMENT (DOC NO 202506038360, OPR)
- 16 VARIABLE WIDTH UTILITY EASEMENT (DOC NO 202406033750, OPR)
- 17 10' UTILITY EASEMENT (DOC NO 202306030216, OPR)
- 18 10' UTILITY EASEMENT (DOC NO 202506039607, OPR)
- 1 MAYFAIR - NORTH RANSOM COMMERCIAL (CONCURRENT PLATTING)
- 2 MAYFAIR - PARCEL EA-2 (DOC NO 202306002558, OPR)
- 3 MAYFAIR - PARCEL EA-3 (DOC NO 202306002618, OPR)
- 4 778.313 ACRES SOUTHSTAR AT MAYFAIR, LLC. (DOC NO 202106037786, OPR)



LINE TABLE

LINE #	BEARING	LENGTH
L1	N76°50'37"E	14.14'
L2	S51°27'35"E	57.38'
L3	S24°34'56"E	21.56'
L4	S17°08'17"E	42.56'
L5	S38°32'25"W	79.51'
L6	N51°27'35"W	100.00'
L7	N50°53'29"W	43.86'
L8	N75°07'09"W	48.75'
L9	S31°50'24"W	39.58'
L10	N40°54'37"E	95.19'
L11	S71°03'32"E	39.31'
L12	N14°52'51"E	6.32'
L13	N80°39'11"E	43.86'
L14	S75°07'09"E	23.14'

LINE TABLE

LINE #	BEARING	LENGTH
L15	N31°50'37"E	20.00'
L16	N32°17'13"E	13.53'
L17	N57°39'26"W	48.82'
L18	S33°00'29"W	13.58'
L19	N57°23'17"W	10.02'
L20	N33°00'29"E	13.58'
L21	N57°12'52"W	20.00'
L22	S33°00'29"W	13.58'
L23	N51°20'38"W	57.17'
L24	N24°34'56"W	20.26'
L25	N17°08'17"W	41.26'
L26	N38°32'25"E	79.51'
L27	N51°27'35"W	20.00'

CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	4955.00'	6°41'48"	S54°48'29"E	578.80'	579.13'
C2	81.00'	26°52'39"	S38°01'15"E	37.65'	38.00'
C3	33.00'	40°52'19"	S31°17'53"W	23.04'	23.54'
C4	783.00'	14°48'23"	S31°08'14"W	201.78'	202.34'
C5	763.00'	7°05'01"	N34°59'54"E	94.27'	94.33'
C6	763.00'	7°43'22"	N27°35'43"E	102.76'	102.84'
C7	13.00'	40°52'19"	N31°17'53"E	9.08'	9.27'
C8	61.00'	26°53'43"	N38°01'47"W	28.37'	28.63'
C9	3810.00'	1°00'39"	N51°50'58"W	67.22'	67.23'
C10	5150.00'	4°39'25"	N54°41'00"W	418.46'	418.58'

MAYFAIR - SOUTH RANSOM COMMERCIAL
Civil Job No. 30002-76

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING THE LIMITED PURPOSE ANNEXATION OF LOTS 1, 2, AND 900, BLOCK 2, MAYFAIR – SOUTH RANSOM COMMERCIAL SUBDIVISION, CONSISTING OF 10.428 ACRES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; CONTAINING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City is authorized to annex territory for limited purposes in accordance with Chapter 43 of the Texas Local Government Code, and the City of New Braunfels, Texas home-rule charter, and by statute; and

WHEREAS, the City of New Braunfels and the Comal County Water Improvement District No. 3 (“District”) negotiated a Strategic Partnership Agreement (“Agreement”), adopted and effective April 22, 2024, and recorded in the Comal County Official Public Records as Document No. 202506028248, specifying the terms of a limited purpose annexation of certain properties within the District designated for commercial or “mixed commercial and residential” development; and

WHEREAS, the City published notice of public hearings regarding the Agreement and held public hearings as required by state law on April 8, 2024, and April 22, 2024;

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

SECTION 1

THAT That the following described territory, depicted in Exhibit “A” attached, is hereby annexed into the city for the limited purpose of the collection of sales tax pursuant to the terms set forth in the Agreement, and that the boundary limits of the city are hereby extended to include said territory within the city limits and the same shall hereafter be included within the territorial limits of said city with the explanation that said territory is annexed into the city for limited purposes:

Being all of Lots 1, 2, and 900, Block 2, Mayfair – South Ransom Commercial Subdivision, as depicted in Exhibit “A” attached.

SECTION 2

THAT The City shall provide to the herein annexed territory only those municipal services in accordance with Article VI of the Agreement.

SECTION 3

THAT the qualified voters residing within the Limited Purpose Tract may vote in City elections, as voters in Council District 4, pursuant to Local Government Code Sections 43.0751(q) and 43.130.

SECTION 4

THAT the city secretary is hereby directed to file with the county clerk and other appropriate officials and agencies, as required by state and federal law and city annexation procedures, a certified copy of this ordinance.

SECTION 5

THAT all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

SECTION 6

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

SECTION 7

THAT in accordance with the provisions of the City Charter, this Ordinance may be read and published by descriptive caption only. This Ordinance has been publicly available in the office of the City Secretary prior to its adoption.

SECTION 8

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

PASSED AND APPROVED: First reading this 13th day of April 2026.

PASSED AND APPROVED: Second reading this 27th day of April 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

4/13/2026

Agenda Item No. S)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

Applicant/Owner: Henry Espinoza

SUBJECT:

Approval of the second and final reading of an ordinance requested by Henry Espinoza, to rezone approximately 2.3 acres out of the AM Esnaurizar Survey, Abstract 20, from APD AH (Agricultural/Pre-Development, Airport Hazard Overlay District) to M-1A AH (Light Industrial, Airport Hazard Overlay District), currently addressed at 1752 and 1756 Saur Lane.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** 2**BACKGROUND INFORMATION:****Case No:** PZ26-0023**Applicant/Owner:**

Henry Espinoza

(210)777-2112 | hleatx@gmail.com

Staff Contact:

Amanda Mushinski, AICP, CNU-A

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

The City Council held a public hearing on March 23, 2026 and unanimously approved the first reading of the applicant's requested rezoning ordinance (6-0-0).

The subject property is approximately 2.3 acres on the southwest side of Saur Lane, an existing principle arterial, and southwest of the New Braunfels National Airport. It is bordered by APD AH, R-3L AH, M-1 SUP AH AL zoning districts. Adjacent land uses consist of the New Braunfels National Airport, residences, and undeveloped land.

ISSUE:

The submitted application indicates that the proposed zoning change is intended to allow for light industrial development.

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

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

Barbarosa Road / Saur Lane Road Widening: The Barbarosa Road and Saur Lane Road Widening Project,

located between FM 1101 and Saur Lane, is currently in final design with right-of-way acquisition underway. The roadway is proposed to be expanded to a four-lane major urban collector with continuous bicycle and pedestrian facilities. This planned improvement will enhance access, circulation, and transportation capacity.

COMPREHENSIVE PLAN REFERENCE:

M-1A at this location would be consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 1.6:** Incentivize infill development and redevelopment to take advantage of existing infrastructure.
- **Action 1.8:** Concentrate future investment in industrial and employment centers near existing and emerging hubs, such as the airport; and along existing high-capacity transportation networks, such as Interstate Highway 35.
- **Action 3.1:** Plan for a healthy jobs / housing balance.
- **Action 3.3:** Balance commercial centers with stable neighborhoods.
- **Action 6.2:** Protect the airport from incompatible land use encroachment.

Future Land Use Plan: The subject property is located within the Oak Creek Subarea, near Future Employment and Market Centers.

STRATEGIC PLAN REFERENCE:

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

- **Economic Mobility:** Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.
- **Economic Mobility:** Support Confluence, the New Braunfels Chamber of Commerce Economic Development Strategic Plan, by helping to ensure a community that supports the targeted industries and increases the diversity of job opportunities in the community.

AIRPORT MASTER PLAN COMPATIBILITY ANALYSIS REFERENCE:

- The proposed M-1A zoning district is consistent with the policies and intent of the New Braunfels Regional Airport Master Plan.
- The Master Plan emphasizes the importance of protecting the airport from incompatible land uses and avoiding encroachment that could negatively impact current or future airport operations.
- Light industrial uses, such as those allowed in M-1A zoning, are generally considered compatible with airport environments due to their lower sensitivity to noise and limited concentrations of people that may be impacted by nearby airport activity.
- The Master Plan notes that surrounding land use decisions beyond the airport boundary can directly affect the airport’s long-term viability and expansion potential.
- M-1A zoning supports employment-oriented development while minimizing land use conflicts with airport operations and is therefore consistent with the Master Plan’s goal of preserving the airport and supporting its continued operation and economic contribution to the community.

FISCAL IMPACT:

The proposed rezoning request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

-
- Infill projects that add people and buildings in areas with existing infrastructure increase tax revenue without significant impacts on services and infrastructure costs and distribute cost burdens across more property owners. An increase in development opportunities from rezoning will allow net positive revenue per acre.

RECOMMENDATION:

Approval. M-1A allows light industrial uses that are consistent with Envision New Braunfels, the Strategic Plan, the Land Use Fiscal Analysis and the Airport Master Plan. In addition, the Barbarosa Road / Saur Lane Road Widening Project will improve roadway capacity and access in the area, further supporting the rezoning request.

The Planning Commission held a public hearing on March 3, 2026, and unanimously recommended approval of the applicant's request (9-0).

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

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

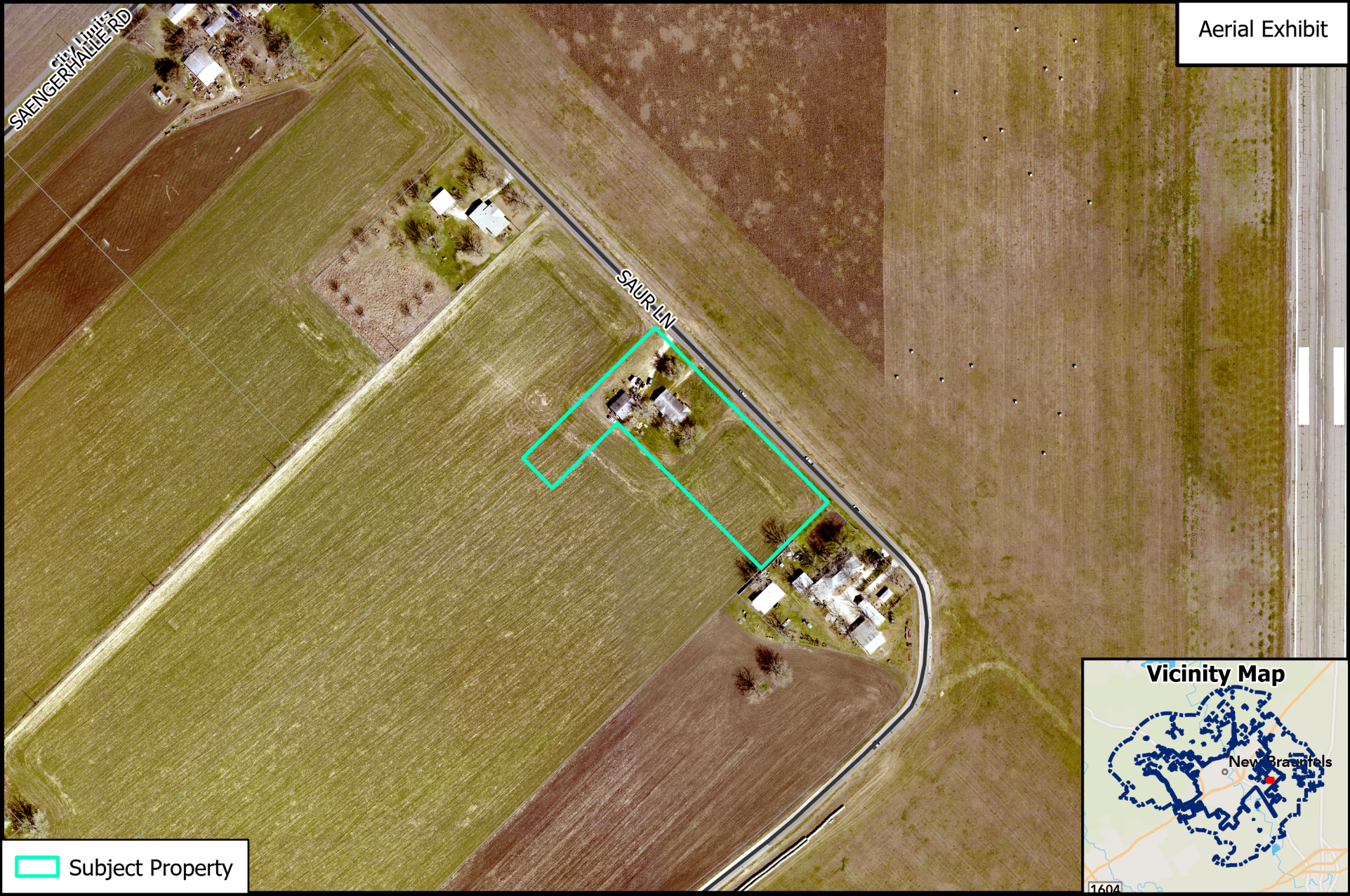
- (1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;
- (2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets,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


Mailed notification as required by state statute:

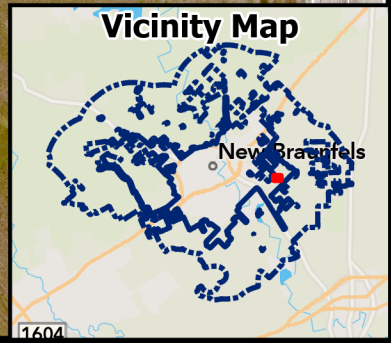
Public hearing notices were sent to owners of 3 properties within 200 feet of the request. As of the date this agenda was posted, no written responses had been received by the City.

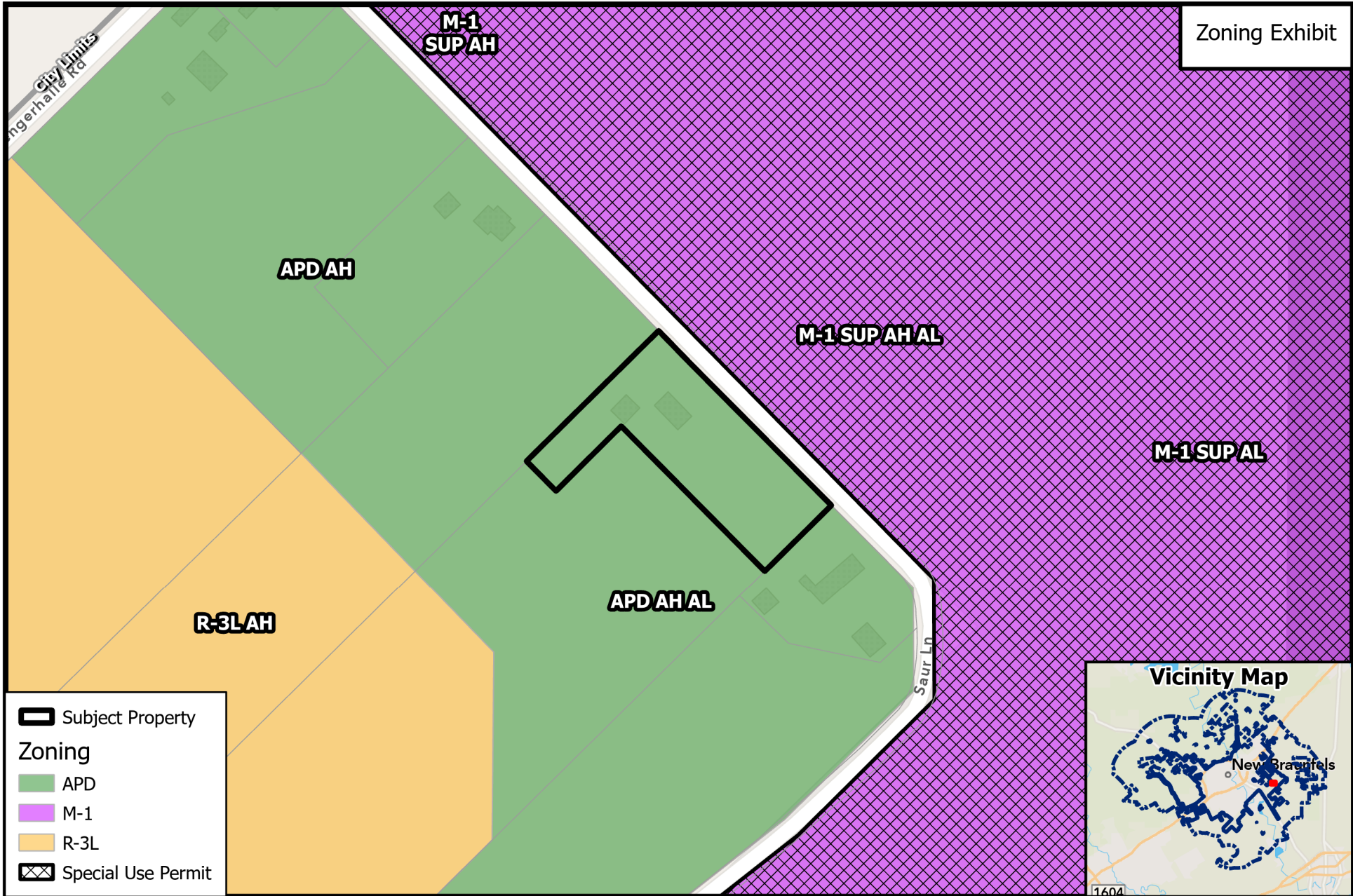
Resource Links:

- Chapter 144, Sec. 3.3-2 (R-2) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.4-18 (M-1A) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 5.20 (AH) of the City's Code Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?



 Subject Property

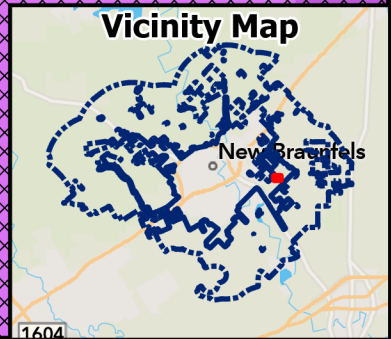




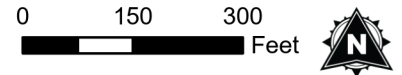
Subject Property

Zoning

- APD
- M-1
- R-3L
- Special Use Permit



PZ26-0023
1756 Suar Ln - APD AH to M-1A AH





1752 & 1756 Saur Ln

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

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

Land Use	Existing	Proposed
	APD	M-1A
Community home (see definition)	P	
Computer and electronic sales		P
Computer repair		P
Concrete or asphalt mixing plants—Permanent		
Concrete or asphalt mixing plants—Temporary		
Confectionery store (retail)		P
Consignment shop		P
Contractor's office/sales, with outside storage including vehicles		P
Contractor's temporary on-site construction office	P	
Convenience store with gas sales		P
Convenience store without gas sales		P
Cotton ginning or baling works		
Country club (private)	P	P
Credit agency		P
Crematorium		P
Curio shops		P
Custom work shops		P
Dance hall/dancing facility (see section 144-5.13)		P
Day camp		P
Department store		P
Distillation of bones		
Dormitory (in which individual rooms are for rental)		
Drapery shop/blind shop		P
Driving range		P
Drug store/pharmacy		P
Duplex/two-family/duplex condominiums		
Electrical generating plant		
Electrical repair shop		P
Electrical substation		P
Electronic assembly/high tech manufacturing		P
Electroplating works		P
Enameling works		
Engine repair/motor manufacturing re-manufacturing and/or repair		P
Explosives manufacture or storage		
Exterminator service		P
Fairground		P
Family home adult care	P	
Family home child care	P	
Farmers market (produce market—wholesale)	P	P
Farms, general (crops) (see chapter 6 and section 144-5.9)	P	P
Farms, general (livestock/ranch) (see chapter 6 and section 144-5.9)	P	P
Feed and grain store		P
Fertilizer manufacture and storage		
Filling station (gasoline tanks must be below the ground)		P
Florist		P
Flour mills, feed mills, and grain processing	P	
Food or grocery store with gasoline sales		P
Food or grocery store without gasoline sales		P

Land Use	Existing	Proposed
	APD	M-1A
Food processing (no outside public consumption)		P
Forge (hand)		P
Forge (power)		P
Fraternal organization/civic club (private club)		P
Freight terminal, rail/truck (when any storage of freight is wholly outside an enclosed building)		P
Freight terminal, truck (all storage of freight in an enclosed building)		P
Frozen food storage for individual or family use		P
Funeral home/mortuary		P
Furniture manufacture		P
Furniture sales (indoor)		P
Galvanizing works		P
Garbage, offal or dead animal reduction or dumping		
Garden shops and greenhouses		P
Gas manufacture		
Gas or oil wells		
Golf course (public or private)	P	P
Golf course (miniature)		P
Government building or use with no outside storage (outside storage allowed in M-2 and M-2A)	P	P
Grain elevator	P	
Greenhouse (commercial)		P
Handicraft shop		P
Hardware store		P
Hay, grain, and/or feed sales (wholesale)	P	
Health club (physical fitness; indoors only)		P
Heating and air-conditioning sales/services		P
Heavy load (farm) vehicle sales/repair (see section 144-5.14)		P
Heavy manufacturing		
Heliport		P
Hides/skins (tanning)		
Home occupation (see section 144-5.5)	P	
Home repair and yard equipment retail and rental outlets		P
Hospice		
Hospital, general (acute care/chronic care)		P
Hospital, rehabilitation		P
Hotel/motel		P
Hotels/motels—Extended stay (residence hotels)		
Ice delivery stations (for storage and sale of ice at retail only)		P
Ice plants		P
Indoor or covered sports facility		
Industrial laundries		P
Iron and steel manufacture		
Junkyards, including storage, sorting, baling or processing of rags		
Kiosk (providing a retail service)		P
Laboratory equipment manufacturing		P
Laundromat and laundry pickup stations		P
Laundry, commercial (without self-serve)		P
Laundry/dry cleaning (drop off/pick up)		P

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

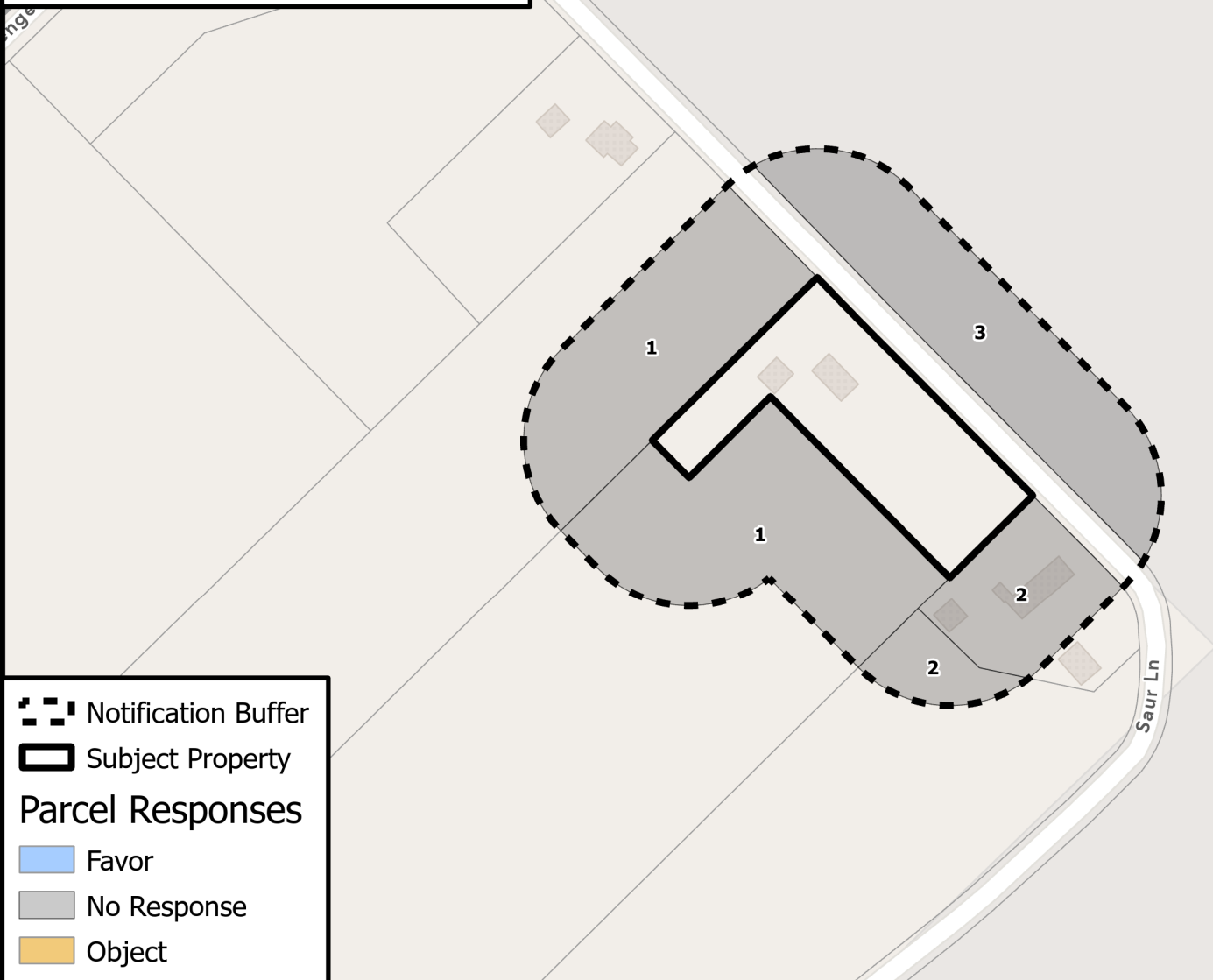
Land Use	Existing	Proposed
	APD	M-1A
Offices, consulting		P
Offices, engineering, architecture, surveying or similar		P
Offices, health services		P
Offices, insurance agency		P
Offices, legal services, including court reporting		P
Offices, medical offices		P
Offices, real estate		P
Offices, security/commodity brokers, dealers, exchanges and financial services		P
Oil compounding and barreling plants		
One-family dwelling, detached	P	
Outside storage (as primary use)		P
Paint manufacturing		
Paper or pulp manufacture		
Park and/or playground (private and public)	P	P
Parking lots (for passenger car only) (not as incidental to the main use)		P
Parking structure/public garage		P
Pawn shop		P
Personal services		P
Personal watercraft sales (primarily new/repair)		P
Pet shop/supplies (less than 10,000 sq. ft.)		P
Pet store (over 10,000 sq. ft.)		P
Petroleum or its products (refining of)		
Photo engraving plant		P
Photographic printing/duplicating/copy shop or printing shop		P
Photographic studio (no sale of cameras or supplies)		P
Photographic supply		P
Plant nursery (no retail sales on site)	P	P
Plant nursery (retail sales/outdoor storage)		P
Plastic products molding/reshaping		P
Plumbing shop		P
Portable building sales		P
Poultry killing or dressing for commercial purposes		
Propane sales (retail)		P
Public recreation/services building for public park/playground areas		P
Publishing/printing company (e.g., newspaper)		P
Quick lube/oil change/minor inspection		P
Radio/television shop, electronics, computer repair		P
Railroad roundhouses or shops		
Rappelling facilities		P
Recreation buildings (private)		P
Recreation buildings (public)	P	P
Recycling kiosk		P
Refreshment/beverage stand		P
Rental or occupancy for less than one month (see section 144-5.17)		
Research lab (non-hazardous)		P
Residential use in buildings with non-residential uses permitted in the district		
Restaurant/prepared food sales		P
Restaurant with drive-through service		P






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

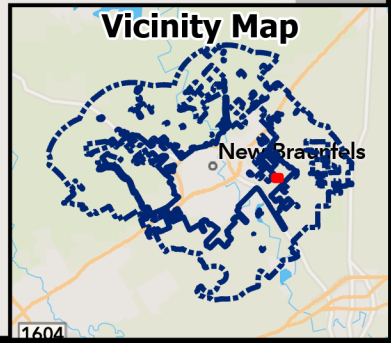
Land Use	Existing	Proposed
	APD	M-1A
Truck or transit terminal		P
Truck stop		
Tuber entrance and takeout facilities (see section 144-5.13)		
University or college (public or private)		P
Upholstery shop (non-auto)		P
Used or second hand merchandise/furniture store		P
Vacuum cleaner sales and repair		P
Vehicle storage facility		
Veterinary hospital (no outside animal runs or kennels)		P
Veterinary hospital (with outdoor animal runs or kennels that may not be used between the hours of 9:00 p.m. and 7:00 a.m.)		P
Video rental/sales		P
Warehouse/office and storage/distribution center		P
Waterfront amusement facilities—Berthing facilities sales and rentals		P
Waterfront amusement facilities—Boat fuel storage/dispensing facilities		P
Waterfront amusement facilities—Boat landing piers/launching ramps		P
Waterfront amusement facilities—Swimming/wading pools/bathhouses		P
Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system	P	P
Welding shop		P
Wholesale sales offices and sample rooms		P
Wire or rod mills		
Wood distillation plants (charcoal, tar, turpentine, etc.)		
Woodworking shop (ornamental)		P
Wool scouring		
Zero lot line/patio homes		

1

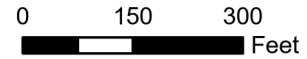
Property Owner - Refer to Property Number on Postcard. Numbers may shift due to real estate transactions from the initial notification.



-  Notification Buffer
-  Subject Property
- Parcel Responses**
-  Favor
-  No Response
-  Object



PZ26-0023
1756 Saur Ln - APD AH to M-1A AH



PLANNING COMMISSION – March 3, 2026 – 6:00PM

City Hall Council Chambers

Applicant: Henry Espinoza

Address/Location: 1752 & 1756 Saur Ln

PZ26-0023

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

1. ROCKSPRING SAUR LLC
2. TIMMERMANN GERALD N
3. NEW BRAUNFELS CITY OF

SEE MAP

Draft Minutes for the March 3, 2026, Planning Commission Regular Meeting

E) PZ26-0023 Public hearing and recommendation to City Council, requested by Henry Espinoza, to rezone approximately 2.3 acres out of the AM Esnaurizar Survey, Abstract 20, from APD AH (Agricultural/Pre-Development, Airport Hazard Overlay District) to M-1A AH (Light Industrial, Airport Hazard Overlay District), currently addressed at 1752 and 1756 Saur Lane. (Applicant/Owner: Henry Espinoza; Staff Contact: Amanda Mushinski, Planner, AICP, CNU-A)

Amanda Mushinski introduced the aforementioned item and recommended approval.

Chair Sonier asked if there were any questions for staff.

Discussion followed on the existing use of the property, and height limitations due to proximity to the airport.

Chair Sonier invited the applicant to speak on the item.

Henry Espinoza elaborated on the request discussing the intent of the request and the proposed use.

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

No one spoke.

Chair Sonier closed the public hearing.

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

Motion by Vice-Chair Taylor, seconded by Commissioner Allsup, to recommend approval of the item to City Council. Motion carried unanimously (9-0-0).

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 2.3 ACRES, BEING OUT OF THE AM ESNAURIZAR SURVEY, ABSTRACT 20, CURRENTLY ADDRESSED AT 1752 AND 1756 SAUR LANE, FROM APD AH (AGRICULTURAL/PRE-DEVELOPMENT, AIRPORT HAZARD OVERLAY DISTRICT) TO M-1A AH (LIGHT INDUSTRIAL, AIRPORT HAZARD OVERLAY DISTRICT); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, in keeping with the spirit and objectives of the M-1A AH (Light Industrial, Airport Hazard Overlay District), the City Council has given due consideration to all components of said district; and

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

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

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

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

WHEREAS, the City Council desires to amend the Zoning Map by changing the zoning of approximately 2.3 acres being out of the AM Esnaurizar Survey, Abstract 20, currently addressed at 1752 and 1756 Saur Lane from APD AH (Agricultural/Pre-Development, Airport Hazard Overlay District) to M-1A AH (Light Industrial, Airport Hazard Overlay District); and

now, therefore;

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

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by rezoning the following tract of land from APD AH (Agricultural/Pre-Development, Airport Hazard Overlay District) to M-1A AH (Light Industrial, Airport Hazard Overlay District):

Approximately 2.3 acres, being out of the AM Esnaurizar Survey, Abstract 20, as delineated on Exhibit "A" and depicted in Exhibit "B", attached.

SECTION 2

THAT all other ordinances, or parts of ordinances, in conflict herewith are hereby repealed

to the extent that they are in conflict.

SECTION 3

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

SECTION 4

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

PASSED AND APPROVED: First reading this 23rd day of March 2026.

PASSED AND APPROVED: Second reading this 13th day of April 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

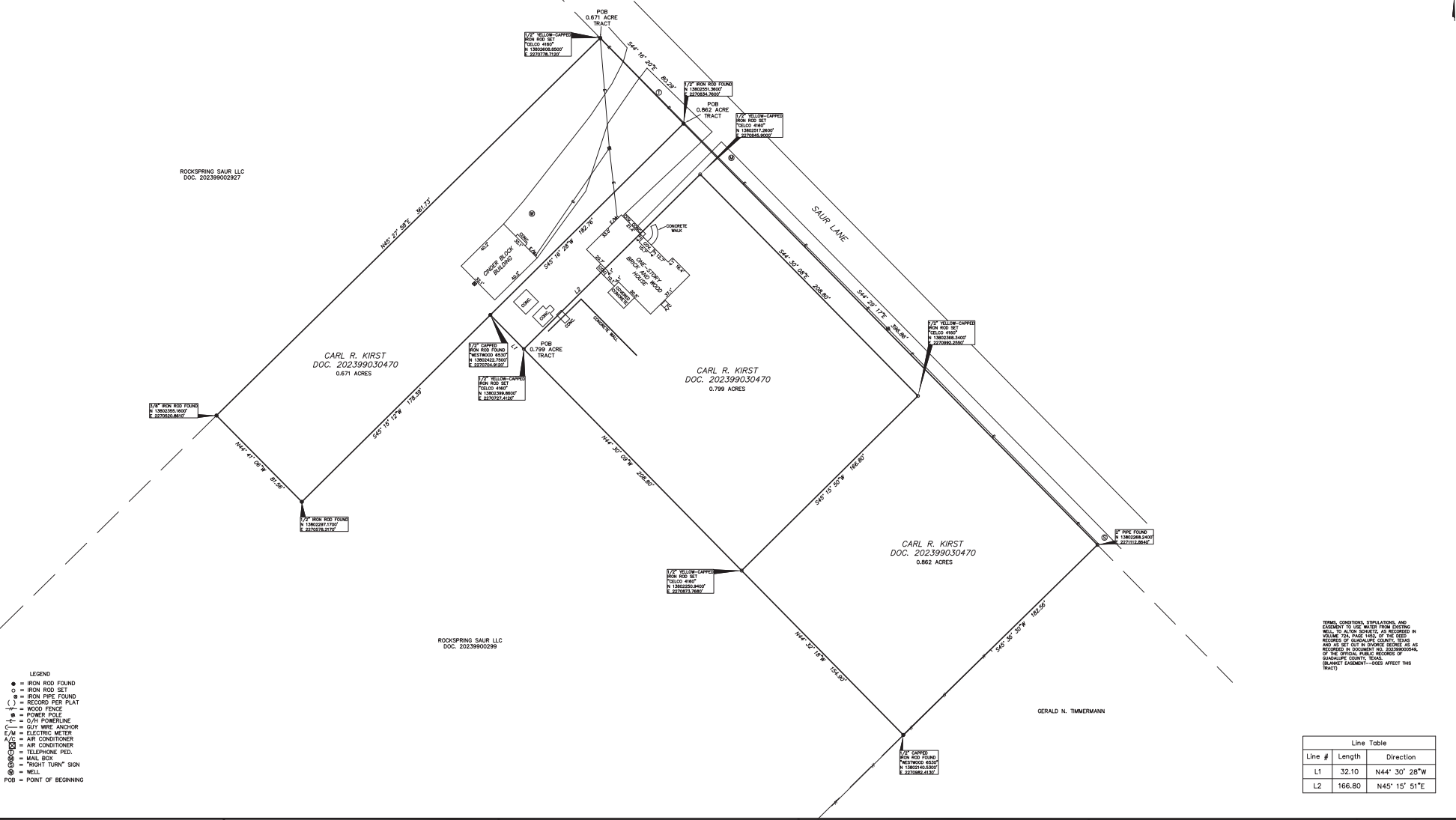
VALERIA M. ACEVEDO, City Attorney

Exhibit "A"

SCALE
1" = 30'

BEARING AND DISTANCE ARE OBTAINED BY
DIPY 2022 AND SHOULD BE WITHIN PRECISE
TO 0.0001 OF CONSTRUCTION.

BEARING BASIS DERIVED FROM TEXAS STATE
PLANE COORDINATE SYSTEM, TEXAS SOUTH
CENTRAL ZONE, NAD 83 DATUM.



- LEGEND
- = IRON ROD FOUND
 - = IRON ROD SET
 - ⊖ = IRON PIPE FOUND
 - () = RECORD FEE PLAT
 - = WOOD FENCE
 - ⊕ = POWER POLE
 - = OLN POWERLINE
 - = GUY WIRE ANCHOR
 - ⊗ = ELECTRIC METER
 - ⊕ = AIR CONDITIONER
 - ⊕ = TELEPHONE PED.
 - ⊕ = MAIL BOX
 - ⊕ = "RIGHT TURN" SIGN
 - ⊕ = WELL
 - ⊕ = POINT OF BEGINNING

TERMS, CONDITIONS, STIPULATIONS, AND
EXEMPTION TO THE WATER PUMP (TAPPING)
WELLS TO ALTON SCHULTZ, AS RECORDED IN
VOLUME 224 PAGE 1024 OF THE 2022
RECORDS OF DAVENPORT COUNTY, TEXAS
AND AS SET OUT IN INSTRUMENT NO. AS
RECORDED IN VOLUME 224, INSTRUMENT NO. 2022000004,
OF THE OFFICIAL PUBLIC RECORDS OF
DAVENPORT COUNTY, TEXAS.
(BUYER EXEMPT—DOES NOT APPLY THIS
TRACT)

Line Table		
Line #	Length	Direction
L1	32.10	N44° 30' 28"W
L2	166.80	N45° 15' 51"E

CELCO SURVEYING
REG. #: 10193975
TEL: 830-214-5109
eddie@celcosurveying.com
www.celcosurveying.com

SURVEY PLAT

P.O. BOX 701267
SAN ANTONIO, TEXAS 78270

CATEGORY 1A CERTIFICATION
THE UNDERSIGNED DOES HEREBY CERTIFY TO THE OFFICES LISTED BELOW THAT THIS SURVEY
SUBSTANTIALLY COMPLES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF
PRACTICE REQUIREMENTS FOR A CATEGORY 1A, TSPS, LAND TITLE SURVEY.

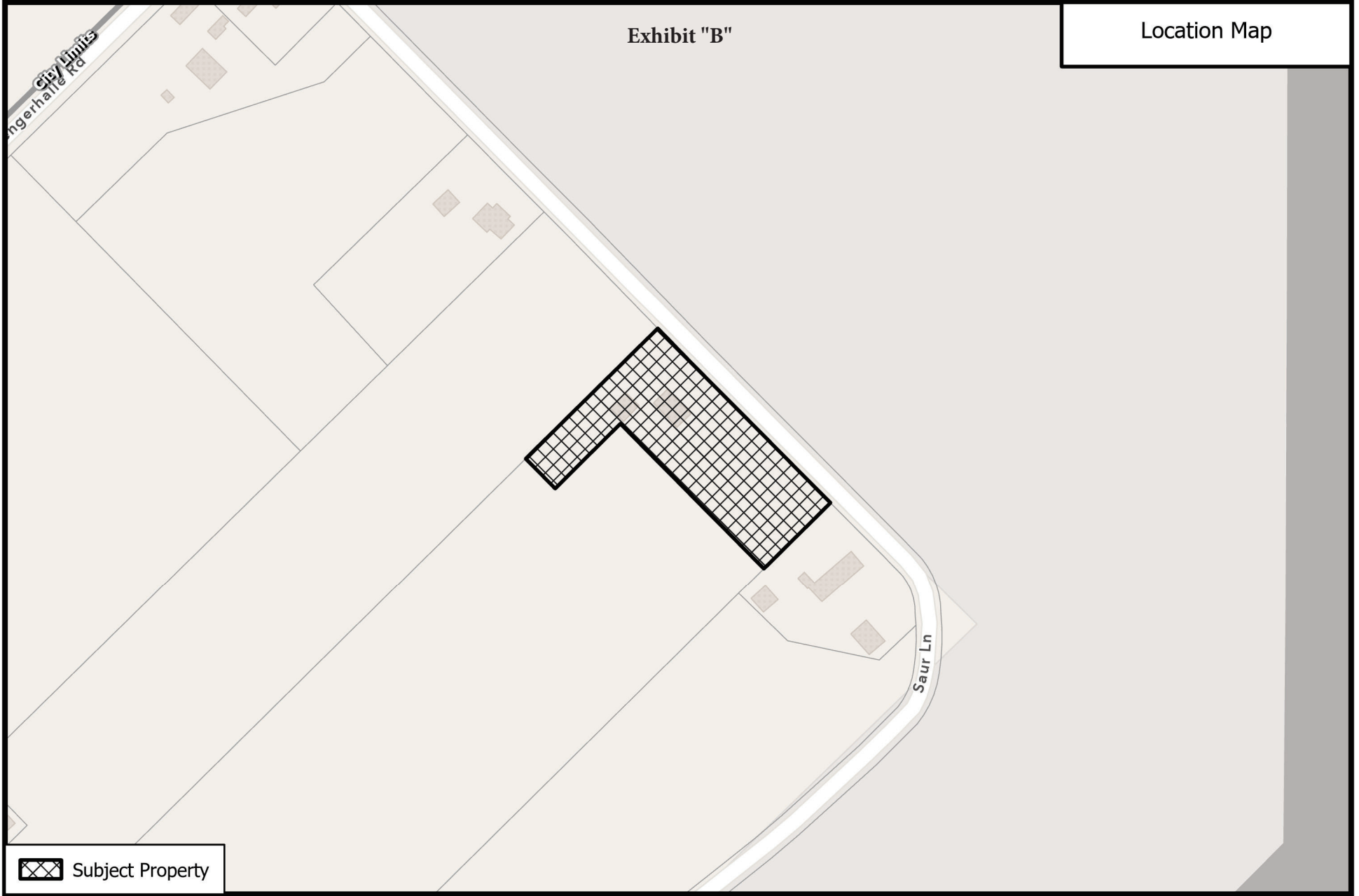
BUYER: LYNETTE CAROLINA OTERO OSORIO AND HENRY ESPINOZA LENDER: N/A
TITLE CO: CORRIDOR TITLE G.P.#: 25-3834-L
PLAN No.: 2022-3054 SURVEY DATE: NOVEMBER 24, 2022

ADDRESS: 1752 AND 1756 SAUR LANE, NEW BRAUNFELS, TEXAS
LEGAL DESCRIPTION:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.



Exhibit "B"

Location Map



 Subject Property



4/13/2026

Agenda Item No. T)

PRESENTER:

Becca Miers, Director of Human Resources

SUBJECT:

Approval of the second and final reading of an ordinance establishing the number of positions in each classification and allowing over hires in the Police Department pursuant to Local Government Code, Chapter 143.

DEPARTMENT: Human Resources**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

There are no changes to the total number of full-time classified positions authorized for the Police Department in the FY 2026 Proposed Budget. The total number of authorized uniformed FTEs for the Police Department remains unchanged, consistent with the positions and funding included in the Adopted FY 2026 Budget.

The title for the Captain rank is being updated to Deputy Chief. This change reflects organizational restructuring and aligns with current departmental responsibilities.

To provide flexibility for hiring and training new officers, the Police Department is temporarily authorized to exceed the full-time uniformed FTEs by up to ten “over hire” positions. These over-hire positions are temporary and will either be converted to full-time authorized positions as vacancies occur or the officers will be dismissed in accordance with Chapter 143 of the Texas Local Government Code. This provision is temporary and will be brought back to City Council for adjustment following normal staffing updates.

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

Funding for all positions has been incorporated into the FY 2026 Proposed Budget. Therefore, sufficient funds are available.

RECOMMENDATION:

Staff recommends approval.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, ESTABLISHING THE CLASSIFICATION OF EMPLOYEES WITHIN THE NEW BRAUNFELS FIRE AND POLICE DEPARTMENTS AND AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION; PROVIDING FOR SEVERABILITY; REPEALING ORDINANCES AND PROVISIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council adopted Ordinance No. 2025-52 which established the classifications and rank for both the Police Department and Fire Department for FY2025-26 as a part of the annual budget process; and

WHEREAS, the City of New Braunfels has adopted Civil Service, Chapter 143 of the Texas Local Government Code for its Fire and Police Department employees and has established a police department to provide the citizens a first-class public safety response; and

WHEREAS, the City of New Braunfels is experiencing population growth and, pursuant to Section 143.021(a) of the Texas Local Government Code, the City Council is required to establish employee classifications and prescribe the number of positions in each classification; and

WHEREAS, the City Council has determined that retitling the Police Department Captain classification to Deputy Chief is necessary to support executive-level responsibilities and strengthen operational leadership within the Police Department; and

WHEREAS, due to the need to provide flexibility in hiring and in recognition of the significant training time required before a new officer can be constructively deployed, the City has not consistently filled all authorized positions, and a fully staffed department is necessary to support specialty law enforcement activities, enhance operational effectiveness, and promote a safer community; and

WHEREAS, retirements and natural turnover are expected to create sufficient vacancies to transition temporary over hire officers into full-time authorized positions prior to the conclusion of their training, and such over hire positions are intended to be temporary, with officers either occupying an authorized full-time position within their probationary period or being dismissed based on tenure and placed on a reinstatement list in accordance with Section 143.085 of the Texas Local Government Code; and

WHEREAS, in recognition of current and anticipated attrition within the Police Department, this amendment expressly authorizes a limited and temporary over hire of the Police Officer classification, as approved by City Council, to mitigate the operational impact of personnel vacancies and support continuity of service while the department maintains its authorized staffing levels, provided that any over hire of sworn positions shall not exceed ten (10) Police Officer positions, shall be budgeted and temporary in nature, and will be determined by the Chief of Police in accordance with City Council-authorized staffing levels and in coordination with the City of New Braunfels Finance Department and Human Resources Department; and

WHEREAS, this Ordinance supersedes all other City ordinances related to authorized police department staffing under Chapter 143 of the Texas Local Government Code.

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

I.

The statements made in the preamble are found to be true and correct.

II.

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

<u>Classification</u>	<u>Effective</u> <u>10/01/2025</u>	<u>Effective</u> <u>04/13/2026</u>
1. Assistant Police Chief	1	1
2. Deputy Chief¹	3	3
3. Lieutenant	6	6
4. Sergeant	19	19
5. Corporal	21	21
6. Police Officer	121	121
7. Police Officer (Over hire Maximum)	0	10
<i>Totals:</i>	<i>171</i>	<i>171</i>

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

III.

The City Manager is authorized to hire up to the 10 over hires and will carefully monitor the over hire positions to ensure that the budget is maintained and the City Council’s staffing levels are kept. Under no circumstances will the number of over hires exceed the total number of authorized positions.

¹ Pursuant to the Meet and Confer amended agreement dated April 13, 2026, the position/rank immediately below the rank of Assistant Police Chief has been renamed from “Captain” to “Deputy Chief.”

IV.

This Ordinance does not demonstrate, nor is it any evidence of any intent to form a contract, unilateral or otherwise, with any civil service employee. This Ordinance is enacted to comply with Chapter 143, Texas Local Government Code, specifically Section 143.021, and for no other purpose.

V.

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

VI.

Repealer: All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

VII.

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

VIII.

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

PASSED AND APPROVED: First reading this 23rd day of March, 2026.

PASSED AND APPROVED: Second reading this 13th day of April, 2026.

CITY OF NEW BRAUNFELS, TEXAS

Neal Linnartz, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

4/13/2026

Agenda Item No. U)

PRESENTER:

Matthew Eckmann, Assistant Director of Public Works

SUBJECT:

Approval of the second and final reading of an ordinance abandoning a 0.302-acre portion of right-of-way for a water lane, located between West San Antonio Street and Loop 337.

DEPARTMENT: Public Works**COUNCIL DISTRICTS IMPACTED:** 1**BACKGROUND INFORMATION:****Case Number:** ROW25-136**Applicant:** David D. and Stephanie L. Feltmann
905 Encino Drive
New Braunfels, TX 78130**Agent:** Ink Civil
c/o James Ingalls
2021 SH 46 West, New Braunfels, TX 78132
830-358-7127 / plats@ink-civil.com**Staff Contact:** Matthew Eckmann, Assistant Director Public Works
(830) 221-4089 / meckmann@newbraunfels.gov

The subject right-of-way (r-o-w) is located between the West San Antonio Street r-o-w and the Loop 337 r-o-w adjacent to the property addressed as 3100 West San Antonio Street, and consists of 0.302 unimproved acres (13,143 square feet). The abutting properties are zoned "M-1" Light Industrial District. The subject property abuts the applicant's property at 3100 West San Antonio Street and property owned by UBetcha Storage 2, LLC who declined to participate in this abandonment.

ISSUE:

The applicant is requesting the city abandon the subject r-o-w allowing for the purchase of it to combine with their existing adjacent property. There are existing electric and wastewater utilities within the r-o-w, which will be captured within an easement across the property upon platting. The property is currently unimproved.

An appraisal report was prepared by an independent appraiser indicating an estimated market value of \$19,800 for the r-o-w (see attached Appraisal Summary Sheet).

City departments and New Braunfels Utilities have reviewed the request and have no objections to abandoning the subject r-o-w provided the conditions at the end of the report are implemented to ensure protection of the utility infrastructure.

The applicant has agreed to purchase the property for the appraised value and with the staff conditions referenced at the end of the report.

Surrounding Zoning and Land Use:

North - Loop 337 Right-of-Way

South - West San Antonio Street Right-of-Way

West - M-1/ Applicants Property

East - M-1 / UBetcha Storage 2, LLC

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity

Organizational Excellence Community Well-Being N/A

[Enter Objectives/Performance Measures Supported]

FISCAL IMPACT:

The addition of \$19,800 from the sale of unimproved right-of-way would be deposited into the street trust account and can be used for future roadway improvements; addition of 0.302 acres to the tax rolls and less r-o-w to maintain with taxpayer dollars, consistent with recommendations in the Land Use Fiscal Analysis.

RECOMMENDATION:

On March 3, 2026, the Planning Commission voted in favor (9-0-0) of the recommendation to City Council to approve this abandonment and on March 23, 2026, City Council voted in Favor (6-0-0) to approve the first reading of the ordinance subject to the following staff recommendations:

Approval; multiple City departments and NBU reviewed the request and have no objection if approved with the following conditions:

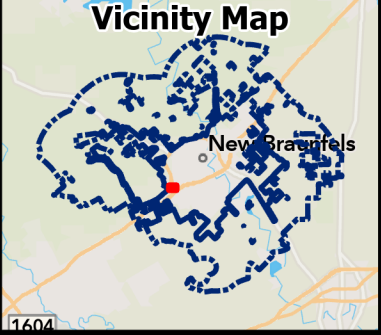
1. The applicant shall provide a Utility Easement equal to the width of the right-of-way.
2. The abandoned right-of-way property must be included within a plat of the adjacent property owned by the applicant in compliance with the City's Subdivision Platting Ordinance. A final plat of the property must be submitted and approved by the City prior to ownership transfer. Recordation of the final plat will occur subsequent to the transfer.
3. All conditions of approval are to be reflected on the plat in the form of notes and easements as appropriate.



Subject Property

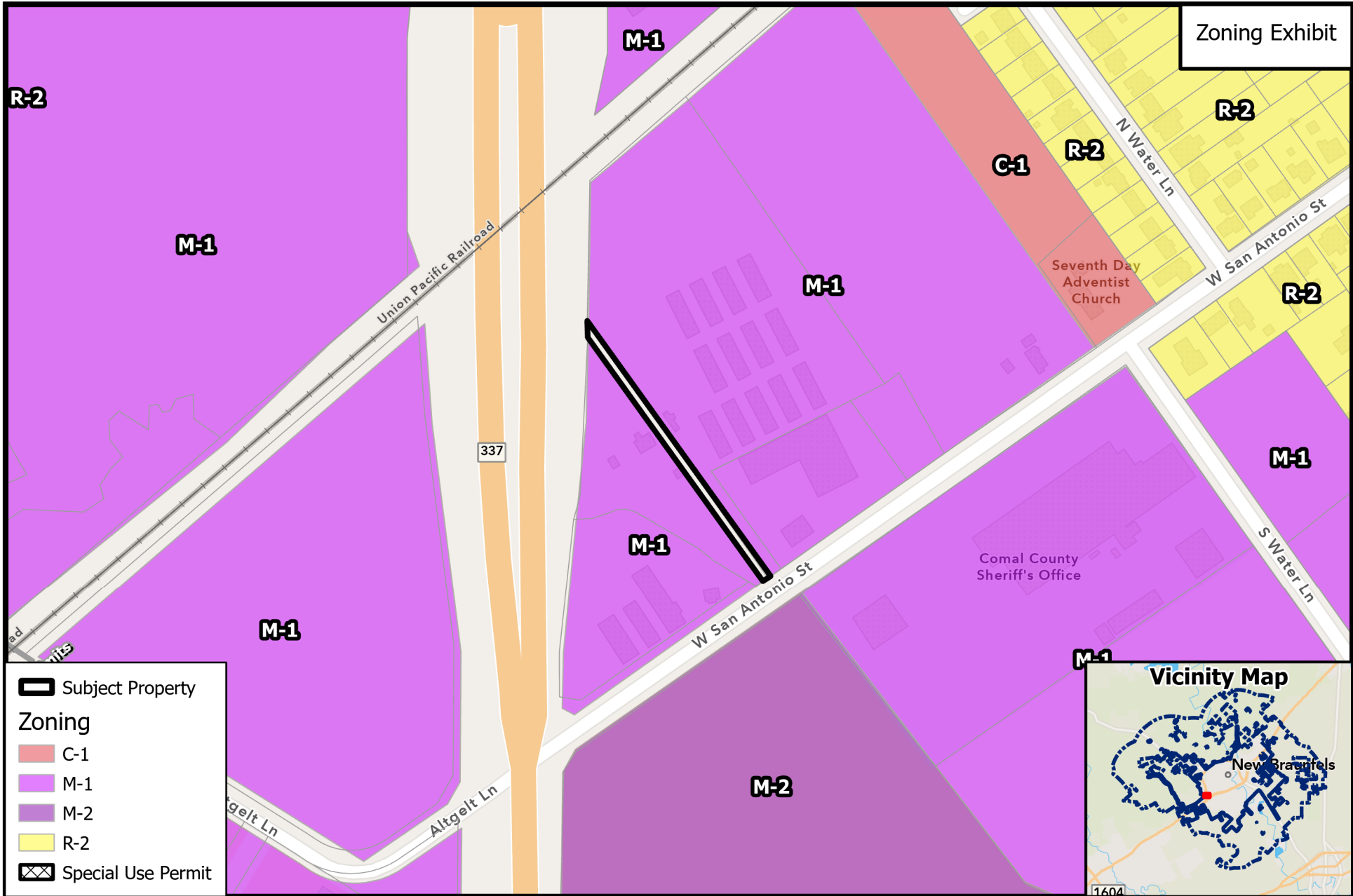
Floodplain

- Floodway
- 1% Annual Chance Flood Hazard



CS26-149
Water Ln ROW Abandonment



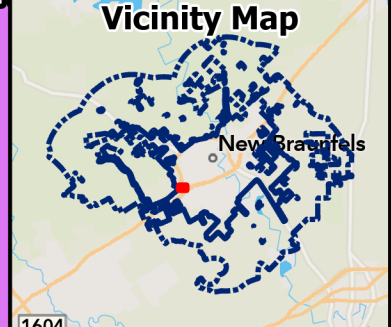


Subject Property

Zoning

- C-1
- M-1
- M-2
- R-2

Special Use Permit



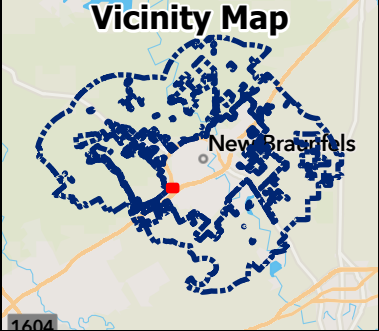
CS26-149
Water Ln ROW Abandonment





Existing Land Use Exhibit

- Subject Property
- Existing Land Use**
- Residential Low Density
- Commercial
- Industrial
- Government
- Institution
- Open



CS26-149
Water Ln ROW Abandonment





SUBJECT PHOTOS



View of the subject from West San Antonio Street



View of the subject from Loop 337



View of the central portion of the subject, looking south



View of the central portion of the subject, looking south



View of the central portion of the subject, looking north



View of the central portion of the subject, looking south

Note: The yellow line drawn on the photo is used to identify the approximate location boundary of the subject right-of-way to be abandoned and is meant for illustration purposes only.





View of the adjacent tract from West San Antonio Street



View of the adjacent tract from Loop 337



Looking west along West San Antonio Street, subject on the right



Looking east along West San Antonio Street, subject on the left



Looking south along Loop 337, subject on the left



Looking north along Loop 337, subject on the right

**20' WATER LANE
COMAL COUNTY, TEXAS
0.302 OF AN ACRE TRACT**

EXHIBIT "A"

BEING a 0.302 of an acre (13,143 square feet) tract of land lying in the Juan Martin De Veramendi Survey, Abstract 2, Comal County, Texas, same being all of the 20' Water Lane right-of-way and more particularly described as follows:

BEGINNING at a 1/2" iron rod found with plastic cap stamped "Matkin-Hoover Eng & Svy" (N: 13,795,799.01, E: 2,237,338.01) in the northwest right-of-way line of San Antonio St (varying width right-of-way), for the southwest corner of the aforementioned 20' Water Lane, the southeast corner of a called 1.517 acre tract of land described in deed to David Don Feltman and Stephanie Lynn Feltman, recorded in document number 20240617411, Official Public Records, Comal County, Texas, and the southwest corner of the herein described 0.302 of an acre tract;

THENCE leaving the northwest right-of-way of the aforementioned San Antonio St, along the southwest right-of-way line of the aforementioned 20' Water Lane and a northeast line of the aforementioned 1.517 acre tract N35°42'01"W a distance of 643.95 feet (Record – N35°12'51"W a distance of 643.53 feet) to a 3/8" iron rod found in the east right-of-way line of Loop 337 (varying width public right-of-way) for the northwest corner of said 20' Water Lane, the north corner of said 1.517 acre tract and the northwest corner of the herein described 0.302 of an acre tract;

THENCE along the east right-of-way line of the aforementioned Loop 337 and the north right-of-way line of the aforementioned 20' Water Lane N01°40'21"E a distance of 32.95 feet to a point for the north corner of said 20' Water Lane, the west corner of lot 1 of the George Subdivision Unit 1 (recorded in volume 8, page 246, Map and Plat Records, Comal County, Texas) described in deed to Ubetcha Storage 2, LLC a Texas LLC, recorded in document number 202406008129, Official Public Records, Comal County, Texas, and the northwest corner of the herein described 0.302 of an acre tract, from which a 1/2" iron rod with plastic cap stamped "DEE RPLS 6904" bears N83°21'57"E a distance of 0.44 feet;

THENCE leaving the east right-of-way of the aforementioned Loop 337, along the northeast right-of-way line of the aforementioned 20' Water Lane and a southwest line of the aforementioned lot 1, S35°42'01"W a distance of 670.29 feet (Record – S34°57'W a distance of 669.65 feet) to a 1/2" iron rod found in the northwest right-of-way line of San Antonio St for the southeast corner of said 20' Water Lane, a southwest corner of said lot 1 and the southeast corner of the herein described 0.302 of an acre tract;

**20' WATER LANE
COMAL COUNTY, TEXAS
0.302 OF AN ACRE TRACT**

THENCE along the northwest right-of-way line of the aforementioned San Antonio St and the southeast right-of-way line of the aforementioned 20' Water Lane S54°42'49"W a distance of 20.00 feet to the **PLACE OF BEGINNING** and containing 0.302 of an acre (13,143 square feet.)

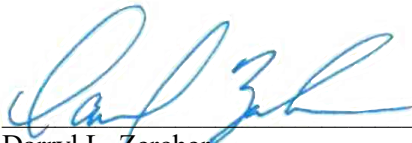
The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, NAD 1983 (HARN), South Central Zone.

THE STATE OF TEXAS X
 X **KNOWN TO ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR X

I, Darryl L. Zercher, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision in September of 2024.

Date 27 day of January 2026 A.D.





Darryl L. Zercher
Registered Professional Land Surveyor
No. 5609 - State of Texas

VICINITY MAP
(NTS)

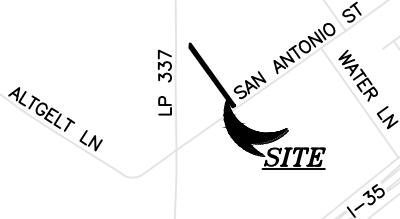


EXHIBIT "A"

TRACT CONTAINING
0.302 OF AN ACRE

SITUATED IN THE JUAN MARTIN DE VERAMENDI
SURVEY, A-2, COMAL COUNTY, TEXAS

Pg. 3 of 3

CDS JOB NO. 124220

BEARING BASIS: GRID NORTH
COORDINATE SYSTEM: TEXAS STATE PLANE,
NAD 1983(2011), EPOCH:2010
TEXAS SOUTH CENTRAL ZONE (4204)

ALL DISTANCES SHOWN ARE
SURFACE. (GRID X 1.00015 = SURFACE)

PROPERTY OWNER NAMES WERE OBTAINED FROM
THE COMAL COUNTY, TEXAS, APPRAISAL DISTRICT.

LINE	BEARING	DISTANCE
L1	S54°42'49"W	20.00'
L2	N01°40'21"E	32.95'
L3	N83°21'57"E	0.44'

JUAN MARTIN DE VERAMENDI
SURVEY, ABSTRACT 2

GEORGE SUBDIVISION UNIT 1
VOL. 8, PG. 243
M.P.R.C.C.

LOT 1
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LLC A TEXAS LLC
CALLED 6.807 ACRES
DOC. 202406008129
O.P.R.C.C.

LOT 3
UBETCHA STORAGE 2,
LLC A TEXAS LLC
CALLED 0.828
OF AN ACRE
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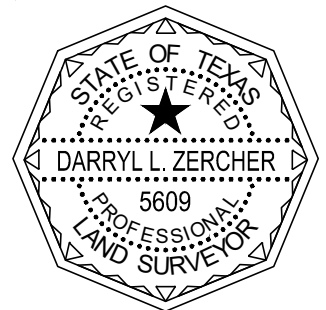
DAVID DON FELTMAN AND
STEPHANIE LYNN FELTMAN
CALLED 1.517
DOC. 20240617411
O.P.R.C.C.

TRACT AREA 0.302 ACRES
(SQUARE FEET = 13,143)

POB
N: 13,795,799.01
E: 2,237,338.01

DARRYL L. ZERCHER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5609

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ABOVE
PLAT IS A TRUE AND CORRECT REPRESENTATION OF AN ON THE
GROUND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION,
IN SEPTEMBER OF 2024.



SEE
DETAIL

3/8" IRON
ROD FOUND

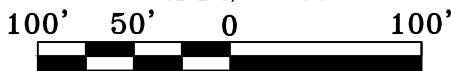
1/2" IRON ROD
FOUND STAMPED
"DEE RPLS 6904"

DETAIL
NOT TO SCALE

LOOP 337
(VARYING WIDTH PUBLIC RIGHT-OF-WAY)

LEGEND

- - 1/2" IRON ROD SET WITH PLASTIC CAP
STAMPED "CDS/MUERY S.A. TX."
- - FOUND MONUMENTATION
- - UNMONUMENTED POINT
- POB - PLACE OF BEGINNING
- P - PROPERTY LINES
- R.O.W. - RIGHT-OF-WAY
- - - REFERENCE LINE
- M.R.C.C. - MAP RECORDS OF COMAL COUNTY
- O.P.R.C.C. - OFFICIAL PUBLIC RECORDS OF COMAL COUNTY
- (RECORD) - RECORD CALL TAKEN FROM DOCUMENT
NUMBER 202406017411, O.P.R.C.C.
- ((RECORD)) - RECORD CALL TAKEN FROM VOLUME 8,
PAGE 243, M.P.R.C.C.





CONCLUSION

In the final analysis of the subject property, similar weight was given to all of the sales. The following is the adjustment table with the concluded opinion of value via the Sales Approach.

	SUBJECT	1	2	3	4
Date	Current	Jun-25	Jun-24	Aug-23	Feb-23
Sale Price		\$475,000	\$478,000	\$395,000	\$900,000
SIZE - SF	79,224	96,154	66,081	85,247	226,773
Unit Price (\$ / SF)		\$4.94	\$7.23	\$4.63	\$3.97

TRANSACTION ADJUSTMENTS

Property Rights	Fee Simple	Similar 0% \$4.94	Similar 0% \$7.23	Similar 0% \$4.63	Similar 0% \$3.97
Financing Terms	Cash	Cash 0% \$4.94	Cash 0% \$7.23	Cash 0% \$4.63	Cash 0% \$3.97
Conditions of Sale	Arm's Length	Normal 0% \$4.94	Normal 0% \$7.23	Normal 0% \$4.63	Normal 0% \$3.97
Market Conditions	Current	Jun-25 3% \$5.09	Jun-24 8% \$7.81	Aug-23 12% \$5.19	Feb-23 15% \$4.56

PROPERTY ADJUSTMENTS

Location	Average	Inferior 5%	Similar 0%	Similar 0%	Similar 0%
Size - SF	79,224	96,154 0%	66,081 0%	85,247 0%	226,773 15%
Physical Features	Average	Inferior 5%	Similar 0%	Similar 0%	Inferior 5%
Utilities	All available	Similar 0%	Similar 0%	Similar 0%	Similar 0%
Zoning	M-1	Similar 0%	Similar 0%	Similar 0%	Similar 0%
Total Adjustment		10%	0%	0%	20%
Adjusted \$ / SF		\$5.60	\$7.81	\$5.19	\$5.48
Adjusted Mean \$ / SF					\$6.02

A value generally in line with the mean is well supported.

Concluded
Unit Value **\$6.00**





CONCLUSION

Based on the provided plat exhibit and county deed records, the area to be abandoned is estimated to contain 0.302 acre (13,143 SF) and is located along the northeast line of the larger parcel. Given the small size and narrow shape of the proposed right-of-way abandonment, it has limited utility as a stand-alone tract. The highest and best use of the proposed abandonment is for use in conjunction with the larger parcel; thus, the value of the area to be abandoned is based on a pro-rata share of the larger parcel. Additionally, it is noted that the area being abandoned is improved with an existing 15-inch sanitary sewer line. According to the plat exhibit provided, a public utility easement over the abandoned area will be maintained for access to and service, maintenance, and operation of the existing/future utility infrastructure. The rights to be purchased, encumbered with the public utility easement, are estimated to be 25% of the fee simple value of the subject property. Please refer to the *Land Valuation* section of the report for the analysis of the land value.

The computation of the value of the area to be abandoned is presented below:

Calculations of the Right-Of-Way Abandonment					
Land Value					
ROW Abandonment -	13,143 SF	x	\$6.00 /SF	x	25%
				=	\$19,715
Total Value of the R.O.W. Abandonment					Rd. \$19,800

The opinion of value in this report is for real property interest, or real estate which includes the physical land and site improvements within the acquisition. This report does not include a value opinion for personal property or trade fixtures

This appraisal, subject to the assumptions and limiting conditions as expressed herein and conducted according to the Uniform Standards of Professional Appraisal Practice, led us to the opinion that the subject property has a market value of:

VALUE CONCLUSION			
Status	Interest	Date	Value
As Is	Fee Simple	January 8, 2026	\$19,800



ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS ABANDONING APPROXIMATELY 13,143 SQUARE FEET (0.302 ACRES) OF PUBLIC RIGHT-OF-WAY, LOCATED BETWEEN WEST SAN ANTONIO STREET AND LOOP 337, ACCORDING TO THE PROVISIONS OF CHAPTER 253, SECTION 253.001 OF THE TEXAS LOCAL GOVERNMENT CODE; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of New Braunfels has street rights to a 13,143 square foot (0.302-acre) tract of land, more or less, being public right-of-way, located between West San Antonio Street and Loop 337, and said right-of-way being in the City of New Braunfels, Texas; and

WHEREAS, the City of New Braunfels, having received a request from David D. and Stephanie L. Feltmann, petitioning the City to consider the abandonment of said right-of-way; and

WHEREAS, after determining that there is no need for the City of New Braunfels or any other surrounding property owners to retain the street right-of-way, it is the decision of the City Council of the City of New Braunfels that action be taken to release same to David D. and Stephanie L. Feltmann in the proper and legal manner; and

WHEREAS, the fair market value of the land is determined to be Nineteen Thousand Eight Hundred Dollars (\$435,000.00) and thus by making the sale of the land to the abutting property owner, the City of New Braunfels will be complying with all sections of said Chapter 253, Section 253.001, and that the sale of said land in this particular instance has been determined by a fair appraisal and is conclusive of the fair market value thereof; **now, therefore;**

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

SECTION 1

THAT the City of New Braunfels, acting by and through its City Manager shall execute a Deed without Warranty to David D. and Stephanie L. Feltmann, or their successor or assigns, conveying all of its right, title and interest in and to the public right-of-way and all rights in and to a 13,143 square foot (0.302-acre) tract of land, more or less, being public right-of-way located between West San Antonio Street and Loop 337,

and said right-of-way being in the City of New Braunfels, Texas. A survey and description of the property to be conveyed is attached as Exhibit "A" If said Deed Without Warranty is not executed within One Hundred Eighty (180) Days of the second and final reading of this ordinance, this ordinance shall become null and void, and a new application for abandonment shall be required.

SECTION 2

THAT the following conditions apply to the said abandonment:

1. The applicant shall provide a Utility Easement equal to the width of the right-of-way.
2. The abandoned right-of-way property must be included within a plat of the adjacent property owned by the applicant in compliance with the City's Subdivision Platting Ordinance. A final plat of the property must be submitted and approved by the City prior to ownership transfer. Recordation of the final plat will occur subsequent to the transfer.
3. All conditions of approval are to be reflected on the plat in the form of notes and easements as appropriate.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

PASSED AND APPROVED: First reading this 23rd day of March, 2026.

PASSED AND APPROVED: Second reading this 13th day of April, 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

**20' WATER LANE
COMAL COUNTY, TEXAS
0.302 OF AN ACRE TRACT**

EXHIBIT "A"

BEING a 0.302 of an acre (13,143 square feet) tract of land lying in the Juan Martin De Veramendi Survey, Abstract 2, Comal County, Texas, same being all of the 20' Water Lane right-of-way and more particularly described as follows:

BEGINNING at a 1/2" iron rod found with plastic cap stamped "Matkin-Hoover Eng & Svy" (N: 13,795,799.01, E: 2,237,338.01) in the northwest right-of-way line of San Antonio St (varying width right-of-way), for the southwest corner of the aforementioned 20' Water Lane, the southeast corner of a called 1.517 acre tract of land described in deed to David Don Feltman and Stephanie Lynn Feltman, recorded in document number 20240617411, Official Public Records, Comal County, Texas, and the southwest corner of the herein described 0.302 of an acre tract;

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**20' WATER LANE
COMAL COUNTY, TEXAS
0.302 OF AN ACRE TRACT**

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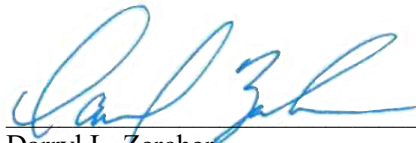
The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, NAD 1983 (HARN), South Central Zone.

THE STATE OF TEXAS X
 X **KNOWN TO ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR X

I, Darryl L. Zercher, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision in September of 2024.

Date 27 day of January 2026 A.D.





Darryl L. Zercher
Registered Professional Land Surveyor
No. 5609 - State of Texas

VICINITY MAP
(NTS)

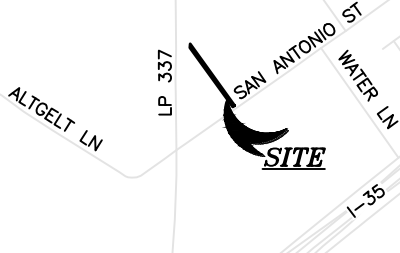


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TRACT CONTAINING
0.302 OF AN ACRE

SITUATED IN THE JUAN MARTIN DE VERAMENDI
SURVEY, A-2, COMAL COUNTY, TEXAS

CDS JOB NO. 124220

BEARING BASIS: GRID NORTH
COORDINATE SYSTEM: TEXAS STATE PLANE,
NAD 1983(2011), EPOCH:2010
TEXAS SOUTH CENTRAL ZONE (4204)

ALL DISTANCES SHOWN ARE
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PROPERTY OWNER NAMES WERE OBTAINED FROM
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JUAN MARTIN DE VERAMENDI
SURVEY, ABSTRACT 2

GEORGE SUBDIVISION UNIT 1
VOL. 8, PG. 243
M.P.R.C.C.

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DOC. 202406008129
O.P.R.C.C.

LOT 3
UBETCHA STORAGE 2,
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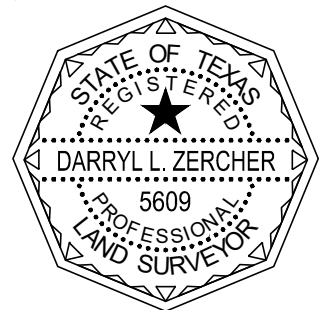
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TRACT AREA 0.302 ACRES
(SQUARE FEET = 13,143)

POB
N: 13,795,799.01
E: 2,237,338.01

DARRYL L. ZERCHER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5609

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IN SEPTEMBER OF 2024.



SEE
DETAIL

3/8" IRON
ROD FOUND

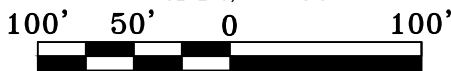
1/2" IRON ROD
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"DEE RPLS 6904"

DETAIL
NOT TO SCALE

LOOP 337
(VARYING WIDTH PUBLIC RIGHT-OF-WAY)

LEGEND

- - 1/2" IRON ROD SET WITH PLASTIC CAP
STAMPED "CDS/MUERY S.A. TX."
- - FOUND MONUMENTATION
- - UNMONUMENTED POINT
- POB - PLACE OF BEGINNING
- P - PROPERTY LINES
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PAGE 243, M.P.R.C.C.



DRAWN BY:
J.R.F.

DATE:
01/27/2026

DRAWING NAME:
124220_LP 337 SAN ANTONIO ST_20' WATER.DWG

20' WATER LANE
COMAL COUNTY,
TEXAS

4/13/2026

Agenda Item No. V)

PRESENTER:

Jared Werner, Assistant City Manager
Tanya Pence, President Convention and Visitors Bureau

SUBJECT:

Approval of the second and final reading of an ordinance in consideration of the Tourism Public Improvement District (TPID) assessment; approving the service plan for the district; authorizing an agreement between the City, The Greater New Braunfels Chamber of Commerce, Inc., and the New Braunfels Tourism Public Improvement District Corporation regarding the management of the district; and appropriating \$320,000 in revenue to the district for 2026; and amending the FY 2026 Adopted Budget to create the new Tourism Public Improvement District Special Revenue Fund.

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

A Tourism Public Improvement District (TPID) is a state-authorized tool designed to enhance and promote tourism, hotel activity, and year-round visitation within a defined geographic area. Its primary purpose is to generate dedicated funding for expanded marketing and promotional initiatives that support a stronger and more resilient tourism economy. Ten Texas cities, including Waco, Corpus Christi, Frisco, Denton, and Addison currently operate TPIDs.

For New Braunfels, creation of a TPID directly aligns with the City's Strategic Plan, particularly the Economic Mobility and Organizational Excellence strategic priorities. Several local factors further support consideration of a TPID:

- Hotel Occupancy Taxes have relatively stagnated since FY 2022.
- In-progress redevelopment and mixed used centers in the downtown area are expected to increase year-round tourism demand.
- There is a strong relationship between the performance of the tourism economy and sales tax collections. A portion of sales tax revenue is tied directly to property tax relief.
- Advertising and promotion costs have increased significantly since COVID; additional resources would allow for an expanded campaign and broader reach.

A TPID would provide the resources needed to expand marketing into additional regions and during more months of the year. The proposed assessment is 2% of the room rate, with an expected average annual revenue of \$1.2 million. Eligible lodging properties include those within the city limits with five or more rooms unless they derive a majority of revenue from admission tickets.

Under the proposed service plan:

- 85% of funding must support marketing, attracting groups, and sales activities.

- 10% is allocated to research and administration.
- 5% is reserved for contingencies.

Council Consideration This Evening:

The action requested this evening is approval of the second and final reading of an ordinance in consideration of the Tourism Public Improvement District (TPID) assessment; approving the service plan for the district; authorizing an agreement between the City, The Greater New Braunfels Chamber of Commerce, Inc., and the New Braunfels Tourism Public Improvement District Corporation regarding the management of the district; and appropriating revenue to the district for 2026; and amending the operating budget.

Proposed TPID Timeline:

- November: City Council considered format and content of the proposed petition and service plan.
- Dec-Jan: Chamber of Commerce gathered petition signatures.
- March: Petition validated; Council orders and holds *public hearings March 23*.
- April: Council considers final approval to create the TPID
- July 1st: TPID assessments begin.

Administration

The TPID assessment would be collected using the same process currently in place for local hotel tax collections. A TPID board, comprised of lodging representatives, would oversee expenditures, with non-voting representatives from the City and the Chamber/CVB. City Council must review and approve the service plan annually throughout the 10-year authorization period.

Note: This topic was previously presented to City Council for discussion at the June 30 workshop, the November 17 presentation meeting and the February 2 workshop.

Budget Amendment

As referenced in the caption, this ordinance also authorizes a budget amendment to create a new Special Revenue Fund as the assessment is scheduled to begin on July 1st of this fiscal year. The estimated collections from July 1st to September 30th is approximately \$320,000. Therefore, the following budget amendment is recommended for consideration:

New Braunfels Tourism Public Improvement Special Revenue Fund

<i>Revenues - Increase</i>		<i>\$320,000</i>
<i>Expenditures - Increase</i>	<i>\$320,000</i>	

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

There is no fiscal impact associated with this item.

RECOMMENDATION:

Approval of the second and final reading of the ordinance.

CITY OF NEW BRAUNFELS CERTIFICATION OF PUBLIC RECORD

THE STATE OF TEXAS §

COUNTY OF COMAL §

I, the undersigned City Secretary of the City of New Braunfels, Texas, so certify that the following is a true and correct copy of Ordinance No. 2026-_____ passed and approved by the New Braunfels City Council on April 13, 2026, as same appears in the Official Records of the City of New Braunfels, Texas, of which the City Secretary's Office is the lawful custodian.

WITNESSETH MY HAND and the Official Seal of the City of New Braunfels , Texas, this the 13th day of April 2026.

GAYLE WILKINSON, City Secretary

(SEAL)

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS AUTHORIZING THE LEVY OF AN ASSESSMENT AT THE RATE OF 2% OF TAXABLE ROOM-NIGHTS SOLD AT QUALIFYING HOTELS LOCATED WITHIN THE NEW BRAUNFELS TOURISM PUBLIC IMPROVEMENT DISTRICT (THE DISTRICT); SETTING THE METHOD OF PAYMENT FOR THE ASSESSMENT; APPROVING THE SERVICE PLAN FOR THE DISTRICT; AUTHORIZING AN AGREEMENT BETWEEN THE CITY, THE GREATER NEW BRAUNFELS CHAMBER OF COMMERCE, Inc., AND THE NEW BRAUNFELS TOURISM PUBLIC IMPROVEMENT DISTRICT CORPORATION REGARDING THE MANAGEMENT OF THE DISTRICT; APPROPRIATING \$320,000 IN REVENUE FOR FY 2026 TO THE DISTRICT; AND AMENDING THE FY 2026 ADOPTED BUDGET TO CREATE THE NEW TOURISM PUBLIC IMPROVEMENT DISTRICT SPECIAL REVENUE FUND.

WHEREAS, Chapter 372, as amended, Texas Local Government Code, titled the Public Improvement District Assessment Act (the Act) authorizes the creation of public improvement districts and the levy of assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within such district; and

WHEREAS, Section 372.0035 authorizes the creation of public improvement districts common characteristics or use for projects in municipalities, specifically authorizing the creation of a tourism public improvement district made up of one or more hotels within the City limits; and

WHEREAS, the City received a petition for the creation of the New Braunfels Tourism Public Improvement District (the District) from the owners of a sufficient percentage of hotels within the City on January 30, 2026 ("the Petition"); and

WHEREAS, the Petition, has been examined, verified, and found to meet the requirements of Section 372.005(b-1) of the Act and City Council approved the creation of the District by Resolution on March 23, 2026; and

WHEREAS, the Petition included a Service Plan that calls for an assessment at the rate of 2% of taxable room-nights sold at qualifying hotels located within the District; and

WHEREAS, the City Council finds that it is in the best interests of the residents of the City of New Braunfels to adopt the proposed Service Plan as required to comply with the state law and to update the anticipated revenue numbers; and

WHEREAS, the District will be managed by the New Braunfels Tourism Public Improvement District Corporation ("NBTPIDC") in conjunction with the Greater New Braunfels Chamber of Commerce, Inc. ("CHAMBER"), in accordance with an agreement between the City, CHAMBER, and NBTPIDC; and

WHEREAS, it is contemplated that no bond funding will be used for the District; and

WHEREAS, after providing the notices required by Section 372.016 of the Act, the City Council, on March 23, 2026, conducted a public hearing on the assessment to be levied as a special assessment within the District; and

WHEREAS, after all persons having an interest in the creation of the District were given the opportunity to be heard, the City Council closed the public hearing; and

WHEREAS, the City Council has determined that the approval of this Ordinance is in the best interest of the City and its residents; **NOW THEREFORE**,

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

SECTION 1

THAT the City Council finds that the statements set forth in the recitals of this Ordinance are true and correct, and the Council incorporates such recitals as a part of this Ordinance for all intents and purposes.

SECTION 2

THAT a **special assessment rate** of 2% of the gross taxable hotel room night revenue of hotels with 5 or more rooms ordinarily used for sleeping within the District is levied to fund improvements and services in the District. An exception to inclusion in the District is provided to any lodging entity whose majority of revenue is derived from tickets and/or passes to an attraction. Such an exception shall not prevent such a lodging property from voluntarily contributing to or supporting the work of the District.

The assessment shall apply beginning July 1, 2026. The gross taxable hotel room night revenue will be self-reported by hotels within the District and remitted on a monthly basis in the same method used to remit payment for Hotel Occupancy Tax, which is currently due on the 20th of each month. The assessment will only apply in instances where the hotel occupancy tax is required to be collected against the room night charges.

SECTION 3

THAT the Service Plan for the District, as attached hereto as **Exhibit A**, is approved. Any future amendments of the Service Plan must also be adopted by ordinance as required by the Act.

SECTION 4

THAT the City Manager or designee is authorized to execute a three-party agreement between City, the Greater New Braunfels Chamber of Commerce, Inc., and the New Braunfels Tourism Public Improvement District Corporation regarding the management of the District, attached hereto as **Exhibit B**. Any future amendments to that agreement will require City Council action, however, such amendments may be adopted without an ordinance.

SECTION 5

THAT District revenues in the average annual amount of \$ 1,107,500 are appropriated into the NBTPID Special Revenue Fund for use in accordance with the Service Plan and the three-party agreement.

SECTION 6

THAT the FY2026 operating budget as adopted by Ordinance No. 2025-58 is amended to establish the NBTPID Special Revenue Fund to increase revenues and expenditures as the assessment will become effective on July 1st, 2026.

SECTION 7

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

PASSED AND APPROVED: First reading this 23rd day March 2026.

PASSED AND APPROVED: Second reading the 13th day of April 2026.

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

Exhibit A

New Braunfels Tourism Public Improvement District (NBTPID) Service Plan

Date: November 24, 2025

The New Braunfels Tourism Public Improvement District Service Plan is formulated to positively impact visitation to New Braunfels and increase overnight accommodation activity through strategic investment which will be overseen by a Board of Directors of the district. The voting members of the TPID Board of Directors will be comprised solely of lodging property representatives of hotels that participate in the New Braunfels Tourism Public Improvement District. The proposed district is designed to ensure that New Braunfels is able to successfully compete with other cities throughout the state and across the country to achieve an increased market share of event, meeting, group, and leisure travel business.

District Name

The district name shall be the New Braunfels Tourism Public Improvement District (NBTPID).

District Location

The NBTPID will be located entirely within the city limits of New Braunfels, TX (City), a Texas home-rule municipality. The boundaries of the proposed NBTPID are as shown on the attached map marked "Exhibit A" and shall solely include non-contiguous and contiguous lodging properties with five (5) or more rooms within the City of New Braunfels. An exception to inclusion in the District is provided to any lodging entity whose majority of revenue is derived from tickets and/or passes to an attraction. Such an exception shall not prevent such a lodging property from voluntarily contributing to or supporting the work of the District.

Purpose of the NBTPID

The proposed NBTPID will supplement the existing use of local hotel occupancy taxes for sales and marketing initiatives for the purpose of generating additional business, group, event, and leisure travel to New Braunfels that will generate increased lodging activities for the hotels within the District.

Method of Assessment

The NBTPID assessment will be levied on hotel properties located within the NBTPID boundaries that have five (5) or more rooms ordinarily used for sleeping and that do not derive the majority of their revenue from tickets and/or passes to an attraction. The annual assessment rate for all hotel properties within the District shall be two percent (2%) of taxable hotel room night sales. The assessment shall only apply to room night sales which are subject to local hotel occupancy tax under Texas state law. If a room night rental transaction is exempt from local hotel occupancy tax, it is also exempt from the application of the NBTPID assessment. Further, the NBTPID assessment shall not apply to prior hotel contracts for room nights or fully pre-paid hotel night reservations, that were executed prior to the creation of the NBTPID by the City Council, and for which the contract does not have a provision allowing for it to be unilaterally amended by the hotel to include a new fee.

The NBTPID budget will be allocated as shown in the Table A below:

Table A

10-year Cumulative Service Plan*

Category	%	\$'s
Marketing & Sales	85%	\$9,413,750
Research and Administration	10%	\$1,107,500
Contingency Funds	5%	\$553,750
Total	100%	\$11,075,000

*Service plan allocations, up to a 10% variance, can be allowed under any category.

The estimated annual funding for the NBTPID for the ten-year term of the District from FY 2026-FY 2035 is shown in Table B below. The estimated annual funding is forecasted to increase each year based on new lodging facilities and NBTPID activity. Expenditures of the NBTPID will be limited to actual collections, which cannot exceed the two percent (2%) assessment on each taxable room night sale by New Braunfels lodging partners with 5 or more rooms and do not derive the majority of their revenue for tickets and /or passes to an attraction, as defined in the NBTPID petition. The NBTPID will follow established statutory procedures for the addition of newly built eligible hotels into the district. Assessment revenue not expended in a fiscal year may be rolled over to the next fiscal year's budget, so long as they are allocated to the same budget category and approved by a majority vote of the NBTPID Board.

Table B

10-year Service Plan Category Percentages & Amounts

Budget Year	Est. % YOY increase	Annual Projected Budget	Marketing & Sales	Research & Administration	Contingency
		100%	85%	10%	5%
FY26 (July - Sept.)	5%	\$320,000	\$272,000	\$32,000	\$16,000
FY27	4%	\$990,000	\$841,500	\$99,000	\$49,500
FY28	4%	\$1,025,000	\$871,250	\$102,500	\$51,250
FY29	4%	\$1,070,000	\$909,500	\$107,000	\$53,500
FY30	8%	\$1,150,000	\$977,500	\$115,000	\$57,500
FY31	4%	\$1,195,000	\$1,015,750	\$119,500	\$59,750
FY32	4%	\$1,240,000	\$1,054,000	\$124,000	\$62,000
FY33	4%	\$1,290,000	\$1,096,500	\$129,000	\$64,500
FY34	4%	\$1,345,000	\$1,143,250	\$134,500	\$67,250
FY35	8%	\$1,450,000	\$1,232,500	\$145,000	\$72,500
Totals		\$11,075,000	\$9,413,750	\$1,107,500	\$553,750

Projected New Braunfels Tourism Public Improvement District Services

Supplemental Marketing (advertising and promotion) and Sales Initiatives

Fifty percent (50%) of the annual NBTPID budget is targeted for increased marketing initiatives, which will drive more overnight stays to NBTPID hotels and indirect economic activity within New Braunfels. This allocation is part of the eighty-five (85%) overall NBTPID allocation to the marketing and sales category. The percentage spent on marketing compared to sales may be adjusted by the NBTPIDC Board based on recommendations of the Greater New Braunfels Chamber of Commerce, Inc. (CHAMBER). Current hotel occupancy tax fund collections do not generate enough budget capacity for sales and marketing campaigns to drive year-round visitation to multiple audiences. NBTPID funds will generate additional capacity to expand reach in key target markets that are not accessible with current funding, such initiatives may include, but are not limited to:

a. Expand reach and frequency in primary markets

The CHAMBER has historically focused on 4 key primary markets: Houston, Dallas/Fort Worth, San Antonio and Austin at various times with various mediums throughout the year. Data shows these markets drive the majority of tourism to New Braunfels. The additional funding provided by a TPID allows marketing on a more year-round basis both within these and other key markets, and to undertake additional tactics for increased reach, frequency and market awareness.

b. Allow for advertising in secondary Texas markets

The current HOT budget does not support advertising in secondary designated marketing areas (DMA's) including but not limited to: Corpus Christi, Harlingen and Midland/Odessa for the majority of the year. The additional NBTPID funds will allow the CHAMBER to focus on these secondary markets with impactful marketing initiatives for longer periods of time. Data indicates these markets drive tourism with longer stays which provide a larger positive impact for New Braunfels businesses.

c. Experience Development/Visitor Servicing

A key strategy for the CHAMBER is to further separate New Braunfels from its competition in experience development and visitor servicing. With NBTPID funding, resources will be available to develop and enhance supplemental programs and experiences that yield heightened visitor perceptions of New Braunfels as a destination. It is also noteworthy that current HOT fund levels have allowed us to maintain the existing Visitor Center, but they only enable basic operations dependent on volunteer staff, in a location that no longer provides sufficient visitor traffic. The NBTPID funding could be utilized to relocate the visitor center downtown and support expenses as the center will enhance our ability to increase traffic and create a meaningful resource and potential revenue center. The NBTPID funds could also be used to support the creation of impactful customer service programs such as the Ambassador program geared for hospitality partners and other stakeholders aimed at increasing awareness of New Braunfels assets in different ways creating a positive and memorable experience for all tourists visiting the New Braunfels community.

Supplemental Sales (Conventions, Meetings, Sports) Initiatives

Thirty-five percent (35%) of annual NBTPID budget is targeted to supplemental sales initiatives designed to increase state and regional awareness of New Braunfels as a meeting and convention destination to generate increased hotel activity. This allocation is part of the eighty-five percent (85%) allocation for the Marketing and Sales category. The percentage of the NBTPID funding that is spent on sales compared to marketing may be adjusted by the NBTPID Board based on recommendations of the CHAMBER. Supplemental sales initiatives may include but are not limited to:

a. **Direct marketing related to group sales initiatives**

The NBTPID funding will enable us to place paid additional advertising in support of group sales efforts. Research shows paid advertising increases reach and frequency exponentially as well as provides us the ability to better target audiences generating the highest ROI.

b. **Film and Music Commissions**

A growing opportunity for Designated Marketing Organizations (DMOs) is the ability to sell their community as a film and music destination. Industry trade associations along with celebrities like Taylor Sheridan, Matthew McConaughey and Billy Bob Thornton are actively promoting Texas as a film friendly destination and NBTPID funds will provide the opportunity to tap into opportunities within this sector. Additionally, cities like Austin, Nashville and Tulsa have proven to have a rich, unique music scene which appeals to a growing sector of travelers seeking an authentic cultural experience. The NBTPID funding will allow us the ability to actively seek out opportunities in both the film and music industries to bring business, room nights, and exposure for New Braunfels.

c. **Tradeshows/Sales Missions (FAM tours)**

To ensure success, the CHAMBER must increase its involvement and engagement with travel/tradeshow associations. A focus on increased sales initiatives will lead to additional site visits for industry tradeshows. It is important to bring meeting planners to our destination so that they can experience first-hand all that New Braunfels has to offer.

d. **Sales Servicing and Staffing**

The expansion of our overall sales and marketing efforts for both leisure and group travel may require additional staff and contract resources.

e. **National Industry Organizations**

The ability to develop strong partnerships with meeting planner groups is critical to the future success of growing group room nights. Current HOT funding allocations limit the capacity of the CHAMBER to attend certain key industry meetings throughout the year that include meeting planners that would likely be interested in New Braunfels as a destination for their events; the NBTPID will help enhance this capacity to attend these regional and national meetings.

f. Events Bid Fund/Incentives

Currently, the CHAMBER budget does not have the capacity to offer incentives for groups and organizations to bring their events or group business to New Braunfels. The NBTPID would provide funding to offer competitive incentives and sponsorships that will enable us to better compete to secure key groups that will host their meetings in New Braunfels. These funds will also support transportation incentives which is a primary obstacle in recruiting meetings. With the limited number of hotels with meeting space, transportation incentives will help cover the cost for potential groups to transport attendees from a cadre of hotels to secondary meeting, event, and attraction venues.

Research and Administration Initiatives

Ten percent (10%) of the annual NBTPID budget will be allocated toward research initiatives and for the administrative costs of administering the TPID. With the NBTPID investment in additional marketing for both leisure and group travel, combined with the increased sales initiatives, it is possible that additional CHAMBER and/or contract sales staff may be necessary. Any such initiatives will be presented to the NBTPID Board for their review and potential approval. It will also be important for the NBTPID to have the ability to conduct thorough research to make educated recommendations as well as to be able to track and analyze the results/impact of NBTPID funded marketing and sales initiatives. The allocation to research is essential to maximizing the impact of every TPID dollar. The administrative and research costs may include, but would not be limited to the following:

a. Administrative Costs

The City of New Braunfels will incur additional costs from its collection of TPID fees and the NBTPID will be responsible for reimbursing the City for such costs. The NBTPID may also need to cover limited additional CHAMBER expenses for legal counsel, administration of the district, and supplemental finance and accounting assistance needed to administer the NBTPID funds.

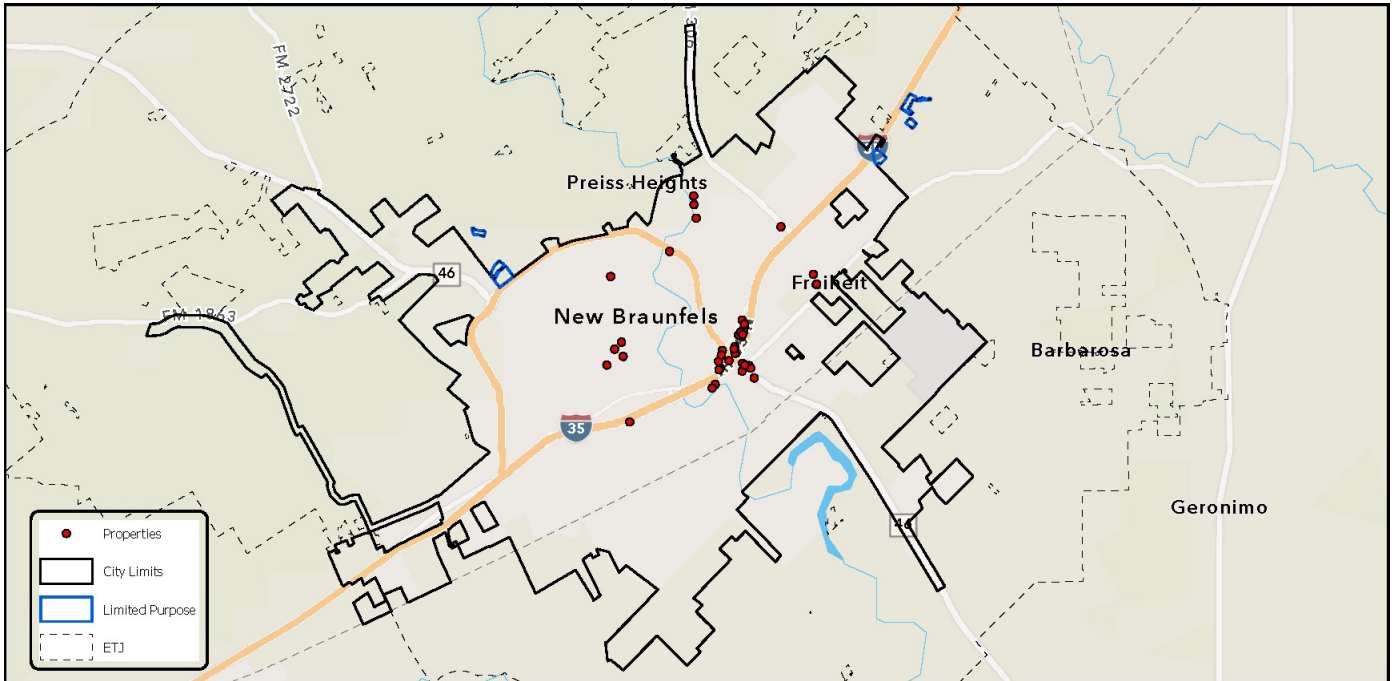
b. Research

Growing our tourism and hotel activity will require a continued dedication to research and prospecting programs to ensure a strong ROI from the sales and marketing initiatives undertaken by the NBTPID. Current hotel occupancy tax fund levels have allowed us to conduct some of this essential research, but with the NBTPID funding, we will be able to garner higher level and more strategic ROI measurements and data as well as use industry-leading sales prospecting tools.

Contingency Funds

Five percent (5%) of annual NBTPID budget will be allocated to NBTPID contingency funds to allow consistent operation of the NBTPID Service Plan during unexpected economic challenges and to be prepared to address new opportunities within each budget category.

Exhibit A: Proposed NBTPID Boundaries



New Braunfels Tourism Public Improvement District



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Source: City of New Braunfels GIS
Date: 2/10/2020

DISCLAIMER: The map and information contained herein were developed exclusively for use by the City of New Braunfels. Any use or reliance on the map or information herein is at the user's sole and explicit risk to the City of New Braunfels. No officer or employee shall be responsible for any use or reliance on this map or information.

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO NEW BRAUNFELS, TEXAS

CONCERNING THE FOLLOWING HOTEL PROPERTY

Hotel Property Address

As the purchaser of the real property described above, you are obligated to pay assessments to New Braunfels, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within the New Braunfels Tourism Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

The amount of the assessment is 2 percent of all taxable room night sales.

Hoteliers typically pass this 2 percent TPID assessment onto the hotel guests in the form of a two percent TPID fee on each taxable room night folio.

Information about the calculation of the assessment may be obtained from the City of New Braunfels. The exact assessment rate will be approved each year by the New Braunfels City Council in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from the City of New Braunfels. The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:

Signature of Purchaser:

EXHIBIT B

**CONTRACT BETWEEN THE CITY, THE GREATER NEW BRAUNFELS CHAMBER OF
COMMERCE, INC. AND THE NEW BRAUNFELS TOURISM PUBLIC IMPROVEMENT DISTRICT
CORPORATION FOR THE COLLECTION OF ASSESSMENTS AND PROVISION OF SERVICES
AND IMPROVEMENTS FOR THE NEW BRAUNFELS TOURISM PUBLIC IMPROVEMENT
DISTRICT**

STATE OF TEXAS §
 §
COUNTY OF COMAL §

CONTRACT FOR THE NEW BRAUNFELS TOURISM PUBLIC IMPROVEMENT DISTRICT

This contract for the collection of assessments and provision of services and improvements for the New Braunfels Tourism Public Improvement District (the "Contract") effective as of July 1, 2026 is made by and between the New Braunfels Tourism Public Improvement District Corporation, ("NBTPIDC"), a Texas nonprofit corporation, the Greater New Braunfels Chamber of Commerce ("", Inc. hereinafter called ("Chamber") a Texas nonprofit corporation (with the activities undertaken on behalf of the Chamber by the New Braunfels Convention and Visitors Bureau, a division within the New Braunfels Chamber), and the City of New Braunfels (the "City"), a Texas municipal corporation.

RECITALS:

WHEREAS, on March 23, 2026, the New Braunfels City Council, passed Resolution No. 2026-R__ that made certain findings concerning the advisability of establishing the New Braunfels Tourism Public Improvement District (the "District"), authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code, designated the NBTPIDC as the entity responsible for the oversight of the management of and provision of services and improvements to the District, authorized the City Manager to enter into a contract with NBTPIDC and New Braunfels Chamber ("CHAMBER") for the provision of services and improvements for the District and collection services by the City for the District, and approved the initial District service plan in Ordinance No. 2026-____, attached hereto as **Exhibit A** (the "Service Plan"); and

WHEREAS, NBTPIDC shall be the primary entity responsible for the oversight of services and improvements to the District, but CHAMBER shall implement the Service Plan for the District under NBTPIDC's oversight; and

WHEREAS, the Board of Directors of NBTPIDC and the Board of Directors of the CHAMBER have each passed a resolution authorizing their respective entities to enter into this Contract and authorizing Chair to sign on behalf of NBTPIDC to bind the corporation under this Contract, and the CHAMBER's President & CEO to sign on behalf of CHAMBER; and

WHEREAS, the City, NBTPIDC and CHAMBER now desire to enter into this Contract for the collection of the assessments and the management of the provision of services and improvements to the District; and

WHEREAS, the services to be supplied to the District provide special benefits to the property owners within the District and are supplemental to standard City services.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NBTPIDC, CHAMBER and the City agree as follows:

1. **Engagement and Compensation.** The City hereby engages NBTPIDC and CHAMBER and they agree to provide in accordance with the provisions of this Contract and Resolution No. 2026- R_ the services and improvements described in the Service Plan and future annual service plans to be approved by NBTPIDC and the City Council. The amount to be allocated CHAMBER for the administration of the program items shall not exceed the amount established for "Administration" by each annually approved service plan (as same may be later modified pursuant to Section 2(a) of this Contract). The amount to be paid to the City for any administrative costs for implementation or oversight of the program items shall be twenty percent (20%) of the ten percent (10%) collected under the research and administration category annually. This compensation is necessary for the City to recover its costs associated with performing its duties under this Agreement.
2. **Scope of Services.** Throughout the duration of this Contract, NBTPIDC and CHAMBER shall provide the services and improvements as described in the Service Plan and thereafter approved annually by the City Council. In providing these services and improvements,
NBTPIDC and CHAMBER shall:
 - (a) timely deliver the services and improvements in accordance with the annually approved service plan, subject to NBTPIDC's ability to modify items within the City Council approved program categories if NBTPIDC determines that such changes would serve the common interest of owners in the District and the increase or decrease in the amount of a program category does not exceed ten percent (10%) of the budgeted amount for that category. The Service Plan and each such

annually approved service plan as same may thereafter be increased or decreased shall be hereafter referred to as the "Service Plan," and must be approved by ordinance to comply with state law. "Program categories" in the Service Plan include marketing and sales activities and other services as provided in the Service Plan;

- (b) only use District assessment funds received to defray expenditures which:
 - (i) fit within the noted categories specifically listed in the Service Plan; and (ii) incurred after July 1, 2026 (hereinafter called "allowable costs"), other than allowable startup costs as referred to in the "Start-Up Costs for Creation of the PID" section of Exhibit 2;
- (c) support all costs covered by District assessment funds by properly executed checks, orders, payrolls, time records, invoices, contracts, vouchers, or other accounting documents evidencing in detail the nature and propriety of the charges. Such documentation shall be clearly identified, readily accessible and, to the extent possible, kept separate and apart from all other such documents;
- (d) set priorities and schedules for implementing the service plan elements, considering the needs and preferences of owners in the District and the availability of personnel and financial resources;
- (e) if necessary, secure and retain the services of qualified personnel or contracted services to implement the service plan and provide communication equipment and office supplies as approved by the NBTPIDC Board;
- (f) prepare a timely annual update of the Service Plan for the District to be presented to the City Council for annual review and approval by ordinance. The plan will include an updated assessment roll, along with an updated service plan; for the remainder of the term of the District.
- (g) commission an annual financial audit of the TPID financials by a Certified Public Accountant and make the audit available to the City no later than 120 days after the end of the fiscal year;
- (h) allow reasonable access as provided under the Texas Public Information Act to the City of the financial records of NBTPIDC and CHAMBER that relate to the District;
- (i) enter into contracts with jurisdictions for provision of services or improvements to the District;

- (j) prepare and deliver to the City quarterly/annual financial reports in a timely manner as listed in **Exhibit B**; and
- (k) take other actions reasonably necessary for the management of the District and the provision of the services and improvements to the District;

3. **Collection and Distribution of Assessments.** The City shall collect the annual assessments for the District along with the other local hotel occupancy taxes paid by hotels within the District. Funds shall be accounted for and distributed as provided below.

- (a) The assessments received will be transferred to CHAMBER on a quarterly basis. Assessments collected after the District has been dissolved shall be retained by the City, but the retention of such assessments shall be subject to utilization by the District for any prior executed debt of the District and to repay any hotel that is legally entitled to a refund of all or a portion of an assessment and any interest required by law to be paid.
- (b) All assessments, including any interest for late payments, shall be transferred on a quarterly basis to an account of the CHAMBER for the benefit of the NBTPIDC by Automated Clearing House, wire transfer or other means mutually agreed to by the City and CHAMBER. The District assessment collection process is explained in **Exhibit C**.
- (c) Pursuant to Section 2 above, the City hereby expressly acknowledges that NBTPIDC is contracting with CHAMBER to implement the funded activities of the District, more specifically: to enhance services, undertake certain improvements, and in particular, special supplemental services relating to District marketing, business recruitment (sales initiatives), and promotional activities to increase demand for transient, business, convention, group, event, and other hotel activity generating business to the City of New Braunfels. A copy of the NBTPIDC/CHAMBER contract is included as **Exhibit D**.
- (d) Beginning on July 1, 2026 the City shall levy against each hotel within the District an assessment of two percent (2%) of the taxable room night sales at that hotel, with the cumulative amount of assessments against all of the NBTPID hotels defined as the NBTPID annual revenue. The City shall each fiscal quarter allocate the quarterly NBTPID revenue to CHAMBER for the supplemental marketing and sales services during each of the 10 years of the existence of the TPID. Each year during the City's annual budget process, the City shall allocate an estimated

annual appropriation of the actual collected NBTPID revenue to be paid to CHAMBER.

- (e) The City shall provide CHAMBER with electronic copies of the assessment roll. CHAMBER shall make that information available to the NBTPIDC Board.
 - (f) If necessary, NBTPIDC or its contractor shall make available to the tax collector sufficient funds to repay any taxpayer who is legally entitled to a refund of all or a portion of an assessment and any interest required by law to be paid. City shall make a good faith effort to notify NBTPIDC of such potential situations (including, but not limited to lawsuits) so that NBTPIDC is able to set aside a sufficient reserve to cover any such refunds and interest.
 - (g) NBTPIDC or its contractor will invest the District assessments received from the City and any income earned on those assessments in accordance with the investment policies and strategies prescribed in Chapter 2256 of the Texas Government Code to achieve the following investment objectives, in order of priority:
 - (1) understanding of the suitability of the investment to the financial requirements of the entity;
 - (2) preservation and safety of principal;
 - (3) liquidity;
 - (4) marketability of the investment if the need arises to liquidate the investment before maturity;
 - (5) diversification of the investment portfolio; and
 - (6) yield.The assessments and any interest or other income earned on such public funds shall be used by NBTPIDC and CHAMBER to fund services and improvements that are consistent with the expenditure categories listed in the Service Plan that is annually approved by the City Council.
4. **Conflict of Interest.** By signing this Contract, the NBTPIDC and CHAMBER both acknowledge to the City that it has made and will continue to make full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property and business relationships that relate to the duties of the NBTPIDC. The NBTPIDC and CHAMBER further agree that it shall make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Contract and prior to its termination.
5. **Discrimination Prohibited.** NBTPIDC and CHAMBER, in the execution, performance, or attempted performance of the Agreement, shall not willfully discriminate against any person or persons because of sex, race, religion, color or national origin, nor will NBTPIDC or CHAMBER permit its officers, agents, employees or subcontractors to engage in such discrimination.

6. **Gift to Public Servant.** City may terminate this Contract immediately if NBTPIDC or CHAMBER after notice by the City, has failed within a reasonable time period to cure an inappropriate or illegal offer or agreement to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law, or an expenditure that is permitted under existing city ethics ordinances/policies.

Notwithstanding any other legal remedies, City may require NBTPIDC and/or CHAMBER to remove any employee of NBTPIDC or of CHAMBER who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

7. **No Partnership or Joint Venture.** It is specifically understood that the relationship described in this Contract between NBTPIDC, CHAMBER, and the City is contractual in nature and is not to be construed to create an agency, partnership or joint venture relationship between NBTPIDC, CHAMBER, and the City; nor shall the City be liable for any debts incurred by the NBTPIDC or CHAMBER in the conduct of such other party’s business or function.
8. **Independent Contractor.** NBTPIDC’s and CHAMBER’s status shall be that of independent contractors and not an agent, servant, employee, or representative of the City in the performance of services under this Contract. NBTPIDC and CHAMBER shall exercise independent judgment in performing duties under this Contract and are solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of NBTPIDC or CHAMBER in the performance of this Contract shall be construed as making NBTPIDC or CHAMBER the agent, servant or employee of the City, or making NBTPIDC or CHAMBER or any of their employees eligible for the fringe benefits, such as retirement, insurance and worker’s compensation, which City provides its employees.
9. **Assignment.** NBTPIDC and CHAMBER shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the New Braunfels City Manager. As an express condition of consent to any assignment, NBTPIDC and CHAMBER shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

10. **Insurance.**

(a) The NBTPIDC shall, at its own expense, maintain in full force and effect throughout the term of this Contract insurance as set forth below:

1. The Chamber shall maintain a comprehensive general liability insurance policy, with an insurance company or companies authorized to do business in the State of Texas, which shall include bodily injury, property damage, contractual and automobile liability coverage with a minimum coverage of not less than \$1,000,000. In addition, workers' compensation insurance coverage shall be provided by the Chamber in accordance with State Law.

(b) Other Requirements:

1. The City shall be named as an additional insured and a waiver of subrogation in favor of the City shall be provided on every applicable insurance policy. The NBTPIDC and CHAMBER hereby waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the City.
2. The term "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City, and the individual members, employees and agents in their official capacities.
3. The term "CHAMBER" shall include the New Braunfels Convention and Visitors Bureau Division within the New Braunfels Chamber of Commerce Inc.
4. Insurance shall be provided through companies duly approved to transact that class of insurance in the State of Texas.
5. Certificates of insurance shall be provided to the City Manager. Thirty (30) days written notices is required before any insurance is altered, cancelled, or non-renewed.

City of New Braunfels
Attn: City Manager
550 Landa St.
New Braunfels, Texas 78130

CITY SHALL HAVE NO DUTY TO EXECUTE OR PERFORM UNDER THIS CONTRACT UNTIL THE CERTIFICATE AND SUFFICIENT EVIDENCE OF CONFORMITY TO CITY'S INSURANCE REQUIREMENTS SHALL HAVE BEEN DELIVERED AND APPROVED BY THE CITY, AND NO CITY OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.

11. **Indemnity.** NBTPIDC AND CHAMBER AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY NBTPIDC OR CHAMBER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT ACT OR OMISSION OF NBTPIDC OR CHAMBER, THEIR OFFICERS, DIRECTORS, AGENTS, ASSOCIATES, EMPLOYEES, SUB-CONSULTANTS OR CONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH NBTPIDC AND/OR CHAMBER AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ASSOCIATES, EMPLOYEES, SUB-CONSULTANTS OR CONTRACTORS IN CONNECTION WITH THE PERFORMANCE OR CONDUCT OF THE SERVICES RELATED TO, CONTEMPLATED BY OR ARISING AS A RESULT OF THE SERVICE PLAN, AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

12. **Rights, Remedies and Termination.** All parties are executing this Contract in good faith and with the intent that all provisions contained herein shall be met in accordance with their terms. In the event of a breach or violation of its terms by any party to this Contract, then the party(ies) in compliance may exercise whatever rights and remedies may be available or afforded to such party(ies) at law or in equity. In addition to any other remedies available, the City may terminate this Contract if NBTPIDC or CHAMBER violates any part of this Contract and NBTPIDC or CHAMBER fails to reasonably cure the violation

of this Contract within thirty (30) days of receipt of written notice to both entities by the City of a violation of this Contract by certified mail.

In addition to termination, the City shall recover those portions of assessment funds, including interest or other income earned on such assessment funds that were not spent on allowable costs per the Service Plan, plus any other damages suffered by the City as a result of NBTPIDC or CHAMBER's violation of the terms and conditions of this Contract. NBTPIDC and CHAMBER may each invoice City for all services they respectively completed and shall be compensated in accordance with the terms of this Contract with special assessments for all services performed by NBTPIDC and CHAMBER prior to the date specified in such notice. A previous payment or approval of payment of all or any portion of assessment funds by City shall not be deemed a waiver of the City's rights under this section. Any express waiver by the City of a violation by NBTPIDC or by CHAMBER shall not be deemed to waive any subsequent violation by NBTPIDC or CHAMBER.

13. **Notice.** Any notice, payment, statement, or demand required or permitted to be given under this Contract by any party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing:

If to the City:

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

If to NBTPIDC:

New Braunfels Tourism Public Improvement District Corporation (NBTPIDC)
Chair
c/o New Braunfels Chamber
390 S. Seguin Ave.
New Braunfels, Texas 78130

If to CHAMBER:

Current President & CEO of Greater New Braunfels Chamber of Commerce
390 S. Seguin Ave.
New Braunfels, Texas 78130

14. **Right of Review and Audit.** City is granted the right to audit, at City's election, all NBTPIDC and CHAMBER records and billings relating to the performance of this Contract. NBTPIDC and CHAMBER agree to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release provided under this Contract shall be subject to City's rights as may be disclosed by such audit.
15. **Captions.** The captions, headings, and arrangements used in this Contract are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
16. **Compliance with Laws and Regulations.** This Contract is entered into subject to and controlled by the Charter and ordinances of the City of New Braunfels, TX and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. NBTPIDC and CHAMBER shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.
17. **Venue.** The obligations of the parties to this Contract shall be performable in Comal County, Texas, and in Guadalupe County, Texas. If legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Comal County, Texas.
18. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.
19. **Legal Construction.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.
20. **Term.** This Contract shall terminate on September 30, 2035, unless otherwise agreed to in writing by the parties. If for any reason the District is dissolved before September 30, 2035, this Contract shall terminate upon the payment to NBTPIDC and CHAMBER for all services and improvements provided to the District to the date of dissolution, and for the reasonable cost of services and the satisfaction of any prior executed debt by the District, to conclude the business of the District.

21. **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.
22. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Contract, their assigns.
23. **Entire Agreement; No Oral Modifications.** This Contract (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the City with both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

EXECUTED and effective as of the ___ day of _____ 20__, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 2026-R__ approved by the City Council on March 23, 2026, and by NBTPIDC and CHAMBER, acting through their authorized officials.

CITY OF NEW BRAUNFELS

ATTEST:

VALERIA M. ACEVEDO
City Attorney

By: _____
City Manager

**NEW BRAUNFELS TOURISM PUBLIC IMPROVEMENT
DISTRICT CORPORATION, INC.,**
a Texas nonprofit corporation

By: _____
Chair

**NEW BRAUNFELS CHAMBER, A TEXAS
NONPROFIT CORPORATION**

By: _____
President & CEO, New Braunfels Chamber

- Attachments:
Resolution No. 2026-R__
Exhibit A – The Initial Service Plan
Exhibit B – Financial Reports
Exhibit C – Tourism PID Assessment Collection Process
Exhibit D – NBTPIDC/CHAMBER Contract

THE STATE OF TEXAS §
 §
CITY OF NEW BRAUNFELS §

This instrument was ACKNOWLEDGED before me on _____, 20__ by _____, City Manager of the City of New Braunfels, a Texas municipal corporation, on behalf of the City of New Braunfels.

Notary Public - State of Texas

My Commission Expires: _____

Printed Name of Notary Public

THE STATE OF TEXAS §
 §
CITY OF NEW BRAUNFELS §

This instrument was ACKNOWLEDGED before me on _____, 20__ by _____, the authorized agent New Braunfels Tourism Public Improvement District Corporation, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Notary Public - State of Texas

My Commission Expires: _____

Printed Name of Notary Public

THE STATE OF TEXAS §
 §
CITY OF NEW BRAUNFELS §

This instrument was ACKNOWLEDGED before me on _____, 20__, by
_____, the authorized agent of CHAMBER, a Texas nonprofit
corporation, on behalf of said corporation.

Notary Public - State of Texas

My Commission Expires: _____

Printed Name of Notary Public

INSERT RESOLUTION NO. 2026-R__HERE

**Exhibit A
Service Plan**

10-year Service Plan Category Percentages & Amounts

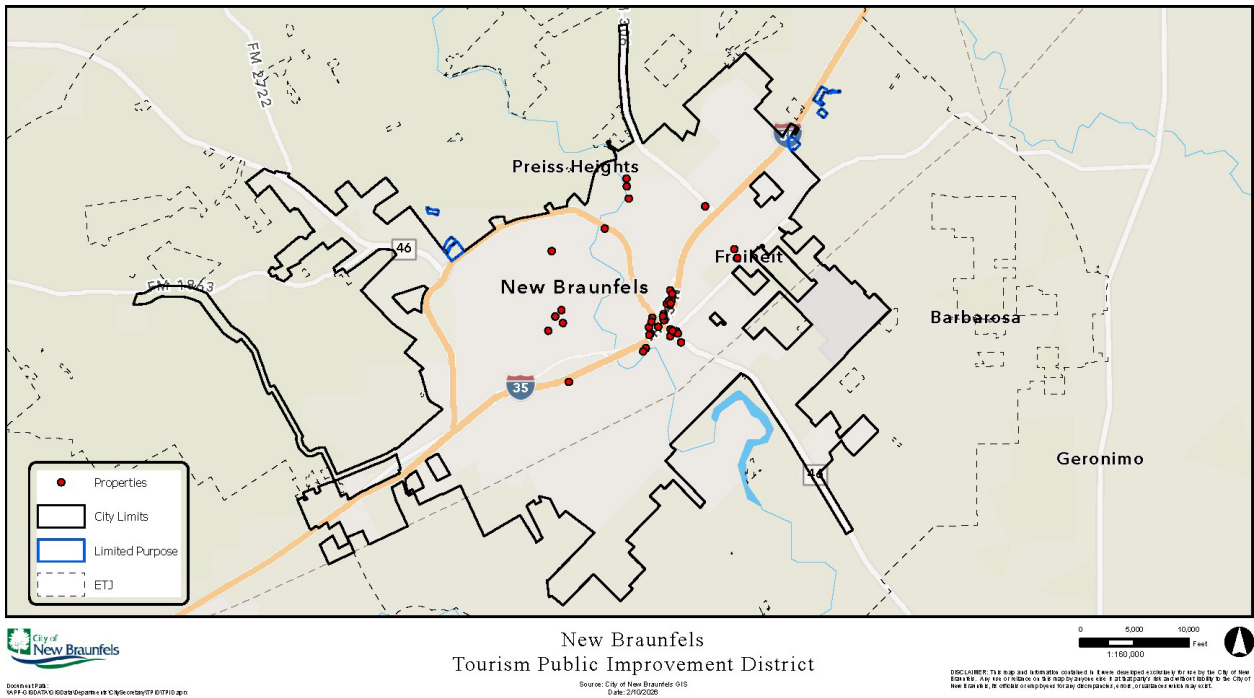
Budget Year	Est. % YOY increase	Annual Projected Budget	Marketing & Sales	Research & Administration	Contingency
		100%	85%	10%	5%
FY26 (July - Sept.)	5%	\$320,000	\$272,000	\$32,000	\$16,000
FY27	4%	\$990,000	\$841,500	\$99,000	\$49,500
FY28	4%	\$1,025,000	\$871,250	\$102,500	\$51,250
FY29	4%	\$1,070,000	\$909,500	\$107,000	\$53,500
FY30	8%	\$1,150,000	\$977,500	\$115,000	\$57,500
FY31	4%	\$1,195,000	\$1,015,750	\$119,500	\$59,750
FY32	4%	\$1,240,000	\$1,054,000	\$124,000	\$62,000
FY33	4%	\$1,290,000	\$1,096,500	\$129,000	\$64,500
FY34	4%	\$1,345,000	\$1,143,250	\$134,500	\$67,250
FY35	8%	\$1,450,000	\$1,232,500	\$145,000	\$72,500
Totals		\$11,075,000	\$9,413,750	\$1,107,500	\$553,750

Exhibit B

Category	Timeline (annually)
TPID Management Workshop	April/May/June
1 st Quarter report FY (P&L, Balance Sheet, Spending update & Marketing updates)	March 15
2 nd Quarter report FY (P&L, Balance Sheet, Spending update & Marketing updates)	June 15
3 rd Quarter report FY (P&L, Balance Sheet, Spending update & Marketing updates)	September 15
4 th Quarter report FY (P&L, Balance Sheet, Spending update & Marketing updates)	December 15
FY Annual Report	120 days after FY ends
FY Annual Financial Audit Report	120 days after FY ends

Exhibit C: TPID Assessment Collection Procedures

Tourism Public Improvement District (TPID) Assessment: The New Braunfels TPID was created by Resolution No: 2026-R__ on March 23, 2026. A two percent (2%) TPID assessment on taxable hotel room night sales for hotels with five or more rooms within the City of New Braunfels was created by Resolution No: 2026-R__ on March 23, 2026, and applies to hotels with five or more rooms within the designated TPID within the City of New Braunfels. An exception to inclusion in the District is any lodging entity whose majority of revenue is derived from tickets and/or passes to an attraction. Such an exception shall not prevent such a lodging property from voluntarily contributing to or supporting the work of the District. The map below illustrates the proposed New Braunfels TPID boundaries.



The definitions related to hotel, occupancy, collection procedures, remedies, etc., are applied as referred to in New Braunfels City Code and applicable state law.

TPID Fiscal Year Billing Cycle: The New Braunfels Tourism PID will operate for ten (10) years (July 1, 2026 to September 30, 2035). The assessment roll and assessment rate will be approved annually by the City Council.

TPID Charges/Collection: The two percent (2%) assessment only applies to hotel charges that are subject to city hotel occupancy tax at hotels with five or more rooms. The TPID assessments will be remitted to and collected by the City using the schedule and process that is in place for City hotel occupancy tax payments. Remittances, collection and any penalties shall occur in accordance with city ordinance and state law.

Exhibit D

CHAMBER & NEW BRAUNFELS TOURISM PUBLIC IMPROVEMENT DISTRICT CORPORATION (NBTPIDC)

EFFECTIVE DATE:	July 1, 2026
TERM OF AGREEMENT:	120 months
CONTRACT AMOUNT:	\$11,075,000 est.
CHAMBER CONTACT:	Jonathan Packer President & CEO, New Braunfels Chamber of Commerce Address 390 S. Seguin Ave. New Braunfels, TX 78130
CHAMBER PHONE NUMBER:	830 – 625 - 2385
CHAMBER EMAIL:	info@nbchamber.com
NBTPIDC CONTACT:	Chair Address -----, TX -----
NBTPIDC PHONE NUMBER:	--- --- ---
NBTPIDC EMAIL:	-----@-----

This Agreement (the “Agreement”) is between Greater New Braunfels Chamber of Commerce (“**CHAMBER**”), with its principal place of business at 390 S. Seguin Ave., New Braunfels, TX 78130 and the **NEW BRAUNFELS TOURISM PUBLIC IMPROVEMENT DISTRICT CORPORATION** (hereinafter “**NBTPIDC**”), with its principal place of business at 390 S. Seguin Ave., New Braunfels, TX 78130.

Whereas the Texas Legislature has provided the authority to the City of New Braunfels to create a Tourism Public Improvement District that is composed solely of hotels.

Whereas the City of New Braunfels has received petitions from more than the requisite percentage of properties as provided under state law within the proposed Tourism Public Improvement District to enable the creation of the district.

Whereas the City of New Braunfels has held the two required public hearings on the public improvement district, and has approved the creation of a New Braunfels Tourism Public Improvement District, and to fund the District has approved the levy of a NBTPID assessment against all hotels within the District that have five or more rooms beginning on July 1, 2026 for a term of ten years.

Whereas a group of hoteliers have created a non-profit 501 (c) (6) entity entitled the New Braunfels Tourism Public Improvement District Corporation (NBTPIDC) with the intention that this entity will oversee the administration of the New Braunfels Tourism Public Improvement District.

Whereas it is the intent of the New Braunfels Tourism Public Improvement District Corporation Board of Directors to contract with the CHAMBER to implement the funded activities of the New Braunfels Tourism Public Improvement District.

Whereas CHAMBER is mutually interested in working with the New Braunfels Tourism Public Improvement District Corporation Board as a contracted entity to implement the District programs under the project funding provisions authorized by the New Braunfels Tourism Public Improvement District Corporation Board of Directors.

Therefore, be it resolved, in consideration of the mutual covenants and conditions set forth herein and in Exhibits and Attachments hereto, all of which are incorporated herein by reference, CHAMBER and NBTPIDC agree as follows:

Subject to the terms and conditions specified in Exhibits 1 and 2 hereto, NBTPIDC agrees to contract with CHAMBER to perform the obligations specified hereto under the Scope of Work Summary in Exhibit 2 with reimbursement for actual expenses and services by CHAMBER and other entities for implementation of the work, as provided in the New Braunfels Tourism Public Improvement District Service Plan and Budget.

**NEW BRAUNFELS
CHAMBER OF COMMERCE
("CHAMBER")**

**NBTPIDC
(New Braunfels Tourism
Public Improvement District Corp.)**

By: _____

By: _____

Name: _____

Name: _____

Title: President and CEO

Title: Chair

Date: _____

Date: _____

EXHIBIT 1

STANDARD TERMS AND CONDITIONS

1. **REPRESENTATIONS AND WARRANTIES.** CHAMBER and NBTPIDC each warrant and represent that (i) it has the power and authority to grant the rights and perform the obligations to which it commits herein; (ii) the execution of the Agreement by the person representing it will be sufficient to render the Agreement binding upon it; and (iii) neither its performance hereunder nor the exercise by the other party of rights granted by the warranting party hereunder will violate any applicable laws or regulations, or the legal rights of any third parties, or the terms of any other agreement to which the warranting party is or becomes a party. Each party is separately responsible for ensuring that its performance and grant of rights does not constitute any such violation during the Term. No party's approval of advertising or other copy submitted by another will relieve the other's responsibility under this Section.

2. **USE OF TRADE AND SERVICE MARKS.** Nothing contained herein will give either party a license or other right to use the trade or service marks of the other party except as expressly provided for in this agreement. Any such use will require the prior written consent of the party that owns the marks.

3. **CONFIDENTIALITY.** CHAMBER and NBTPIDC each agree that they will not use in any way for their own account or the account of any third party, nor will they disclose to any third party, any confidential information revealed to them by the other party which is identified in writing as confidential prior to disclosure. Each party will take such reasonable precautions to protect the confidentiality of such information as are employed to protect the party's own confidential information of a similar nature. It is expressly understood and agreed that all information disclosed by either party, or gained by either party in the course of this agreement, including this agreement, whether files, records, documents, presentations, research material, operational methods, marketing plans or strategies, electronic data, tapes, software, drawings, manuals, guidebooks, reports, plans, proposals, customer lists, business processes, know-how, specifications, or any other information not generally known outside of CHAMBER or NBTPIDC (collectively known as "Confidential Information",) shall be considered confidential and shall be retained in confidence.

In furtherance of the business relationship between the parties, it is agreed as follows: • to take or cause to be taken all reasonable precautions to prevent the disclosure or communication of Confidential Information to third parties consistent with requirements imposed under the Texas Public Information Act;

- that this confidentiality clause shall survive the term of this or any other agreement or understanding the parties may have with each other, and
- that either party will at no time take any action or make any statement that could discredit the reputation of the other party.

4. **TERM AND TERMINATION.** The Agreement will be effective on the Effective Date and will terminate immediately after the completion of the Term. In the event of expiration or early termination of the Agreement, the terms of Section 3 above and Sections 5, 6, and 9 below will forever survive the termination of the Agreement. Either party may terminate the Agreement in the event of a material default by the other party on any of its representations, warranties, or obligations under the Agreement by the following procedure: (i) the non-defaulting party will provide the defaulting party with written notice specifying the particulars of the default; (ii) if the default is not cured within thirty (30) days after such notice is given, the non-defaulting party may terminate the Agreement immediately upon providing written notice to the defaulting party. Additionally, NBTPIDC may terminate the Agreement due to a finding of failure to meet performance expectations including but not limited to ROI requirements that are set by the NBTPIDC Board and within the NBTPIDC Bylaws. Such termination must be preceded by 120 days notice of the performance issues and an opportunity provided during that time for CHAMBER to address any such issues to the NBTPIDC Board's satisfaction. If CHAMBER does not cure such performance failures by the end of these 120 days, then the NBTPIDC Board may choose to terminate the Agreement for the following budget year. Upon provision of termination notice by either party, and except to the extent the other party intends to timely cure its default, both parties will engage in good faith negotiations to arrange for a mutually satisfactory end to the Agreement. In the event of any termination prior to the natural expiration of the Term, CHAMBER shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

5. **INDEMNIFICATION.** NBTPIDC will indemnify and hold harmless CHAMBER and its respective institutions, officers, directors, employees, franchisees, attorneys, agents, successors and assigns from any claims, damages, liabilities, losses, government procedures, and costs, including reasonable attorneys' fees and costs of suit, arising out of (i) NBTPIDC's failure to comply with applicable laws and regulations, unauthorized use of CHAMBER's trademarks or negligence or willful misconduct in connection with its performance of the Agreement; or (ii) NBTPIDC's intentional misrepresentation or breach of any warranty, obligation or covenant of the Agreement.

CHAMBER will indemnify and hold harmless NBTPIDC and its respective institutions, officers, directors, employees, franchisees, attorneys, agents, successors and assigns from any claims, damages, liabilities, losses, government procedures and costs, including reasonable attorneys' fees and costs of suit, arising out of (i) CHAMBER's failure to comply with applicable laws and regulations, unauthorized use of NBTPIDC's trademarks or negligence or willful

misconduct in connection with its performance of the Agreement; or (ii) CHAMBER's intentional misrepresentation or breach of any warranty, obligation or covenant of the Agreement.

Except in the case of third party claims, neither party will be obligated to the other party for indirect, special, consequential, or incidental damages.

6. **DISPUTE RESOLUTION.**

- a. All claims, disputes or controversies between the parties under this Agreement ("Claim") that cannot be resolved through ordinary business negotiations will be resolved, at the election of either party, through mediation until such time as the parties mutually agree to terminate such mediation or the mediator declares an impasse.
- b. All offers, promises, conduct and statements, whether written or oral, made in the course of negotiation, or proceedings by either party to confirm awards hereunder are confidential, privileged, and inadmissible for any purpose, including, without limitation, impeachment or estoppel, in any other litigation or proceeding involving any of the parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or arbitration.

7. **RELATIONSHIP OF THE PARTIES.** CHAMBER and NBTPIDC are independent contractors, and the Agreement does not create a partnership, joint venture, employee/employer or other agency relationship between them.

8. **ASSIGNMENT.** The Agreement will be binding on and inure to the benefit of each of the parties, their successors and assigns. It may not be assigned or transferred, in whole or in part, without the written consent of the other party. Any such assignment or transfer without consent will be void.

9. **NOTICES.** All notices and other communications required to be given under the Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered; or (ii) three (3) business days after mailing, postage prepaid, by certified mail; or (iii) when delivered (and receipted for) by an overnight delivery service, addressed in each case to the parties at the addresses set forth on the Agreement unless a different address shall have been designated in writing.

10. **GOVERNING LAW.** The Agreement will be governed by the laws of the State of Texas, without giving effect to its conflicts of law provisions. Any failure by either of the parties to exercise any right granted herein upon the occurrence of any contingency set forth in this Agreement will not in any event constitute a waiver of any such right upon the exercise of any such

contingency. In case any term in this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term shall be in any way affected thereby.

11. **OWNERSHIP.** All records, reports, documents and other material delivered or transmitted to NBTPIDC by CHAMBER shall remain the joint property of CHAMBER and NBTPIDC, and shall, upon request, a copy of such documents and other materials shall be returned by NBTPIDC to CHAMBER, at NBTPIDC's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by NBTPIDC in connection with the performance of the services contracted for herein shall become the joint property of NBTPIDC and CHAMBER, and shall, upon request, a copy of such documents and other materials shall be returned by CHAMBER to NBTPIDC, at CHAMBER's expense, at termination or expiration of this contract.
12. **INSPECTION AND AUDIT.** The NBTPIDC, or its authorized agents or representatives, shall have the option of reviewing, examining, and/or auditing all accounts, records, documents, books, and other supporting materials of CHAMBER relating to this contract. CHAMBER shall provide reasonable access to such material at no charge.
13. **FUNDING.** The continuation of this contract is contingent upon the approval of funds to fulfill the requirements of the contract by the City of New Braunfels. If the City fails to approve sufficient monies to provide for the continuation of the contract, or if such approval is denied, the contract shall terminate pursuant to Section 4 above.
14. **AMENDMENTS IN WRITING.** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when it has been reduced to writing and executed by all parties. The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date.
15. **SEVERABILITY.** If any provision of the Contract is declared or found to be illegal, unenforceable or void, in whole or in part, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, it being the intent and agreement of the parties that the Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substitution therefore another provision that is legal and enforceable and achieves the same objectives. Any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. The parties agree to negotiate in good faith for a proper amendment to the Contract in the event any provision thereof is declared illegal, invalid or unenforceable.

16. **ENTIRE AGREEMENT**. This Contract contained in Exhibit D between CHAMBER and NBTPIDC and Exhibits 1 and 2 and the attached contract between CHAMBER, NBTPIDC, and the City and related exhibits thereto constitute the entire agreement and understanding between CHAMBER and NBTPIDC, and there are no other agreements, representations, warranties or understandings between CHAMBER and NBTPIDC with respect to the subject matter hereof. To the extent that any other agreement, written or verbal, appears to exist between the parties with respect to the subject matter hereof, the Contract supersedes any such agreement.

(The remainder of this page intentionally left blank)

EXHIBIT 2

SCOPE OF WORK for CHAMBER on behalf of the New Braunfels Tourism Public Improvement District(NBTPID) and the New Braunfels Tourism Public Improvement District Corporation (NBTPIDC)

Summary

CHAMBER proposes to contract with the New Braunfels Tourism Public Improvement District Corporation (NBTPIDC). The contract will enable CHAMBER to implement additional marketing and sales programs to secure increased transient, business, convention, group, event, and other hotel activity to the City of New Braunfels. The contract will be funded by New Braunfels Tourism Public Improvement District (NBTPID) proceeds received from a two percent (2%) special assessment levied against all hotels with five or more rooms within the City of New Braunfels.

To implement this program, the NBTPIDC Board will adopt an annual budget along with specific ROI requirements for sales incentives. The NBTPIDC Board shall adopt sales and marketing policies and protocols under which CHAMBER can, pursuant to advance approval by the NBTPIDC Board, implement projects if the project meets the designated criteria adopted by the NBTPIDC Board. The NBTPIDC Board may choose to provide adjustments to the annual plan throughout the budget year that are consistent with the annual adopted NBTPID budget and service plan, including the shifting of resources as provided in the Service Plan.

Mission of the NBTPID: The New Braunfels Tourism Public Improvement District is a public improvement district dedicated to increasing demand for transient, business, convention, group, and other hotel room night consumption in the City of New Braunfels.

Purpose of the Public Improvement District and the Non-Profit Corporation: The creation of the New Braunfels Tourism Public Improvement District and of the New Braunfels Tourism Public Improvement District Corporation is to ensure the effective and judicious allocation of district assessment revenues to accomplish the above noted mission of the District.

Start-Up Costs for Creation of the PID

It is understood by both the NBTPIDC and by CHAMBER that there are certain start-up costs for creation of the district. These costs may include the consulting, legal, and administrative services that enabled creation of the district. State law provides for the reimbursement of these costs

from the proceeds of the District once it is established and CHAMBER will coordinate the presentation for payment/reimbursement of these costs to the NBTPIDC Board for their approval. These costs must be consistent with the approved budget categories within the service plan.

General NBTPID Operations

Obligations and Expenditures: CHAMBER is authorized to enter into contracts and otherwise obligate and spend NBTPID funds only in accordance with the NBTPIDC Board approved budget and plan. CHAMBER shall not incur obligations or indebtedness for the current or any future fiscal year in excess of its fund balance and/or anticipated revenues that will be available cumulatively by the fiscal year in which the obligation must be paid.

Requisitions to utilize NBTPID funds will only be sought by CHAMBER staff for initiatives that meet the NBTPIDC criteria as outlined in the NBTPID budget and operating plan, unless a specific exception is approved by a majority vote of the NBTPIDC Board of Directors. The CHAMBER Convention and Visitors Bureau President in consultation with the CHAMBER Sr. Vice President of Finance & Administration must review all such expenditures to ensure compliance with this agreement and the approved NBTPID budget and plan. Staff utilizing NBTPID funds shall be bound by current TPID travel and expense policies that are adopted by the NBTPIDC Board.

Maintenance of NBTPID Funds: All assessment funds received from the City of New Braunfels for the NBTPID shall be deposited in a bank account separate from all other CHAMBER funds. Utilized banking institutions shall be FDIC insured and maintain a minimum of either a Moody's rating of "Baa1" or higher, or a Standard & Poor's rating of "BBB+" or higher. An annual investment strategy and goals shall be presented to the NBTPIDC Board as part of the annual plan and budget approval process for funds that do not need to be reserved for maintenance and operation of the district. All funds of the NBTPID shall be handled in full compliance of the Texas Public Funds Investment Act.

Insurance and Audit Services: CHAMBER shall secure insurance and financial and performance audit services for matters pertaining to the NBTPID. Recommendations will be brought to the NBTPIDC Board for approval. The completed performance and annual audit reports will be provided to the NBTPIDC Board and to the City Manager for the City of New Braunfels.

Staffing Pattern and Duties Summary

CHAMBER will accomplish its contractual duties for the NBTPIDC and the NBTPID through a mix of contracts with outside firms, very limited hiring of new staff, and utilization of existing CHAMBER staff. The proposed costs for each of these supplemental resources will be presented to the NBTPIDC Board during the annual budget approval process and shall be solely based on

the percentage of time spent on NBTPID functions that are within the approved NBTPID service plan. These costs must be consistent with the approved budget categories within the service plan.

Approvals from NBTPIDC Board

Approval of Budget, Operating Plan, and Amendments/Exceptions: The annual NBTPID budget and operating plan will be presented to the NBTPIDC Board for approval at a meeting at least 30 days prior to the start of each fiscal year, other than the initial fiscal year of the NBTPID. Proposed amendments or exceptions to the annual plan or to the ROI protocols may be presented to the NBTPIDC Board for approval at their quarterly meetings. If there is a very time sensitive matter, recommendations for amendments or exceptions may be presented to the NBTPIDC Board at other times through email or specially called meetings, in accordance with the NBTPIDC bylaws or board approved operational policies. For the purposes of this agreement, amendments may also include the addition or deletion of previously approved marketing or sales initiatives.

Overall Goals for NBTPID Marketing and Promotion Initiatives: The goals of the NBTPID marketing and promotion initiatives will be outlined definitively in each year's annual plan that will be approved by the NBTPIDC Board. The target audience will include convention and meeting planners, business travelers, and leisure and other hotel activity generating travelers.

Requests for Exceptions to ROI Requirements: While CHAMBER does not anticipate the need to ask for exceptions to the ROI Requirement, it is possible that such a situation may present itself. For example, there may be a business prospect that requires more sales initiatives than the ROI in lodging nights would indicate (e.g.; conventions held by ASAE, MPI, etc.) but offers the city and its hotel sector access to entities that can bring much other needed conventions and groups to our area. In such scenarios and other meritorious situations, CHAMBER staff may bring such items up for consideration to the NBTPIDC Board for their review and consideration. A brief summary of the anticipated ROI and an explanation of the grounds for considering an exception will be provided to the NBTPIDC Board. Whether to grant such an exception will be at the discretion of the NBTPIDC Board. Similarly, the NBTPIDC Board, one of its members, or a funding hotel within the district may propose such an item for consideration by the NBTPIDC Board for its review and consideration.

Shifting Between Expenditure Categories: CHAMBER has the authority to propose to the NBTPIDC Board a shifting of resources between categories for approved activities and efforts. Shifts between categories shall not exceed 10%. Similarly, the NBTPIDC Board on its own motion may propose, approve and require such a shifting of resources.

Conflict of Interest Administration: It is possible that certain hotel members of the NBTPIDC, and in certain cases a majority of the board, will have an interest in a city-wide or regional convention or meeting that may be marketed through the NBTPID. In such cases, CHAMBER shall work with the involved board member(s) to file the appropriate conflict of interest forms as outlined in the bylaws for the NBTPIDC and shall secure the needed votes to authorize the project as outlined in the bylaws for the NBTPIDC.

Reports to the NBTPIDC Board

Reports on Status of Projects/Expenditures: Quarterly and annual reports shall be provided to the NBTPIDC Board on the progress of CHAMBER staff in implementation of the NBTPID programs. These reports will indicate the status of progress on the approved plan, financial statements, and bank balances showing the timing of actual NBTPID revenues and expenses. The quarterly financial statement, balance sheet, and statement of activities shall be maintained and presented in compliance with General Accepted Accounting Principles (GAAP) for non-profit corporations. These reports shall be similar to those currently produced by CHAMBER, incorporating the items contained in the NBTPIDC board approved Service Plan and budget.

CHAMBER staff will also provide courtesy copies of the quarterly and annual reports to the City Manager for the City of New Braunfels for further distribution.

Financial Statements: Financial statements will show the timing in which actual assessments will be collected and when they will be spent. In accordance with standard practices, CHAMBER may book meetings that will be held a number of years later. In this case, a meeting may be booked, and an obligation made, in one year; but the sales incentive/initiative expense will not actualize until the meeting occurs. With this in mind, revenues and expenses may be shown over the ten year term of the district, with expenses being allowed up to three years past the initial term of the PID. Balances are to be carried forward, and all NBTPID assessments along with any earned interest will be proposed for expenditure over the booking period for eligible NBTPID marketing, events, and programs. In accordance with city and state law, any funds not obligated during the term of the district must be returned to the city for distribution back to the assessed properties if the District term is not renewed prior to its dissolution.

Access to NBTPID Materials: Reasonable access to all NBTPID related materials and information shall also be available to the NBTPIDC Board at all times. Courtesy copies of quarterly and annual reports will be emailed to the New Braunfels City Manager & City Council for further appropriate distribution. Requests for access to NBTPID documents by other parties will be handled as required under the Texas Public Information Act.

Orientation for the NBTPIDC Board: An annual orientation shall be done for the NBTPIDC Board on the administration of the NBTPID, board roles and responsibilities, and the responsibilities of CHAMBER under this contract.

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4/13/2026

Agenda Item No. W)

PRESENTER:

Valeria Acevedo, City Attorney

SUBJECT:

Approval of the second and final reading of an ordinance repealing Section 2-121, of Chapter 2 of the New Braunfels Code of Ordinances, eliminating references to the Downtown Development Board.

DEPARTMENT: City Attorney's Office

COUNCIL DISTRICTS IMPACTED: All districts

BACKGROUND INFORMATION:

This ordinance is part of an effort to update the Code of Ordinances. In 2011, City Council established the New Braunfels Downtown Board. Ordinance 2011-43 provided that the Downtown Development Board and the Main Street Advisory Board would no longer exist and they were merged into the New Braunfels Downtown Board. At this time, this outdated reference to the Downtown Development Board should be repealed.

ISSUE:

There is no existing Downtown Development Board so this ordinance should be repealed to clean-up the Code of Ordinances.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of this ordinance.

ORDINANCE NO. 2026 - ____

AN ORDINANCE REPEALING SECTION 2-121, DOWNTOWN DEVELOPMENT BOARD, OF CHAPTER 2, ARTICLE III, DIVISION 7, OF THE CODE OF ORDINANCES OF THE CITY OF NEW BRAUNFELS, TEXAS; PROVIDING FOR REPEALER, SEVERABILITY, SAVINGS CLAUSE, AND EFFECTIVE DATE.

WHEREAS, in 2010, the Downtown Development Board was established by City Council by Ordinance No. 2010-14; and

WHEREAS, in 2011, City Council merged the Downtown Development Board and the Main Street Advisory Board by Ordinance No. 2011-43 in order to align with the City's Main Street Program with the National Main Street Program, and to more clearly articulate the boundaries of the Downtown area; and

WHEREAS, since Section 2-121 still reflects the existence of the Downtown Development Board even though it no longer exists, it needs to be repealed; and

WHEREAS, the City Council of the City of New Braunfels finds that this ordinance amendment is reasonably necessary to eliminate outdated ordinances.

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

SECTION 1: The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2: That Ch. 2, Article III, Division 7, Section 2-121 is hereby repealed in its entirety: as indicated below:

DIVISION 7. - ~~DOWNTOWN DEVELOPMENT BOARD~~

Sec. 2-121. - Reserved. ~~Established.~~

~~There is established a downtown development board for the city to serve as an advocacy entity for the downtown implementation plan and the attached bylaws to govern this board are hereby adopted.~~

Secs. 2-122—2-125. - Reserved.

SECTION 3: Repealer.

All provisions of the New Braunfels Code of Ordinances, or other ordinances, whether codified or uncodified, in conflict with the provisions of this ordinance are hereby repealed, and all other

provisions of the Code of Ordinances or other ordinances, codified or uncoded, not in conflict with the provisions of the ordinance shall remain in full force and effect.

SECTION 4: Severability

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

SECTION 5: Savings Clause.

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

SECTION 6: Publication and Effective Date.

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

PASSED AND APPROVED: First reading this _____ day of _____, 2026.

PASSED AND APPROVED: Second reading this _____ day of _____, 2026.

CITY OF NEW BRAUNFELS, TEXAS

By: _____
Neal Linnartz, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

ORDINANCE NO. 2011 - 43

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING ARTICLE III SECTION 38-51 CREATING A NEW BRAUNFELS DOWNTOWN BOARD AND ADOPTING BYLAWS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, in January of 1991 the City of New Braunfels joined the Texas Historical Commission's Main Street Program which seeks to revitalize and develop Downtowns; and

WHEREAS, in January of 2009 the City of New Braunfels hired consulting firm Torti Gallas & Partners, Inc. to prepare a Downtown Implementation Plan to serve as a roadmap for downtown revitalization, growth and development; and

WHEREAS, the Downtown Implementation Plan was approved by City Council on January 25, 2010; and

WHEREAS, the plan recommends that an advocacy entity be established to advise, guide, and champion implementation of the plan; and

WHEREAS, the roles and responsibilities of the Main Street Advisory Board and the Downtown Development Board as well as their Bylaws are very similar; and

WHEREAS, both boards voted to merge under a new name, New Braunfels Downtown Board ("NBDB") and operate under a new set of Bylaws that encompass the duties of Main Street and facilitates the implementation of the Downtown Implementation Plan.

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

SECTION 1: The findings and recitations set out in the preamble to this ordinance are found to be true and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2: There is established a New Braunfels Downtown Board for the City of New Braunfels, Texas to operate under the requirements of the Texas Main Street Program, serve as an advocacy entity for the Downtown Implementation Plan and the attached Bylaws to govern this board are hereby adopted. The Main Street Advisory Board and Downtown Development Board shall no longer exist. The members of the Downtown Development Board and the Main Street Advisory Board will initially merge their 24 members and then achieve the 17 members as identified in the bylaws through upcoming term expirations.

SECTION 3: This Ordinance shall be and is hereby declared to be cumulative to all other ordinances of the City of New Braunfels, and same shall not operate to repeal or affect any

such ordinance or ordinances except insofar as the provisions of such ordinance or ordinances are inconsistent or in conflict with the provisions of this Ordinance, in which instance or instances those provisions shall be and they are hereby repealed.

SECTION 4: That if any provision of this Ordinance shall be held void, illegal, or unconstitutional, it is hereby provided that all other parts of the same which are not held void, illegal or unconstitutional shall remain in full force and effect.

SECTION 5: This Ordinance may be read and published by descriptive caption only.

SECTION 6: This Ordinance shall take effect upon the second and final reading of the same.

PASSED AND APPROVED: First reading this 9th day of May, 2011.

PASSED AND APPROVED: Second reading this 23rd day of May, 2011.

CITY OF NEW BRAUNFELS, TEXAS

Gale Pospisil

Gale Pospisil, Mayor

ATTEST:

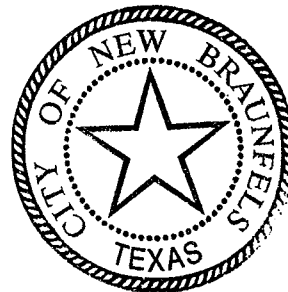
Patrick Aten

Patrick Aten, City Secretary

APPROVED AS TO LEGAL FORM:

Paul C. Isham

Paul Isham, Interim City Attorney



BYLAWS OF
NEW BRAUNFELS DOWNTOWN BOARD
FOR THE CITY OF
NEW BRAUNFELS, TEXAS

ARTICLE I
Name

The name of this organization shall be the New Braunfels Downtown Board ("NBDB").

ARTICLE II
Purposes

The purposes for which this Board is organized are to stimulate downtown economic development in New Braunfels, Texas by following the Texas Main Street Program Four-Point Approach; encouraging cooperation and building leadership in the business community; creating a positive image for downtown by promoting the downtown as an exciting place to live, shop, work and invest; guide and assist in improving the downtown appearance; to champion implementation of the Downtown Implementation Plan; to receive, administer and distribute funds in connection with any activities related to the purposes stated herein; and to take all other actions and activities that implement and advance the purposes stated herein.

ARTICLE III
Membership

Section 3.1 Appointments

The NBDB shall be composed of seventeen (17) members who shall be appointed by the City Council of the City of New Braunfels ("City Council"). The Downtown Development Coordinator shall serve as staff liaison for the City of New Braunfels, but shall not have a vote.

Section 3.2 Qualifications

A member of the NBDB shall have a demonstrated interest in downtown and be (a) a resident of downtown New Braunfels, or (b) an owner of a business or enterprise located in downtown New Braunfels, or (c) an owner of property located in downtown New Braunfels, or (d) a New Braunfels developer/contractor, or (e) a representative of one of the following organizations and/or entities: Comal County, Schiltebahn Water Park, New Braunfels Chamber of Commerce Board, New Braunfels Convention and Visitors Bureau Board, Downtown Association (DTA), Historic Landmark Commission (HLC), Planning and Zoning Commission (P&Z), New Braunfels Industrial Development Corporation (4B Board), New Braunfels Economic Development Foundation Board, Main Street Partners, any arts and heritage organization, or (f) have demonstrated expertise in the areas of marketing/media services, finance, architecture, or education. Applicants to the NBDB shall demonstrate qualifications for their designated position prior to appointment. City Council will consider nominations from the listed boards and commissions. If a member does not retain the said qualification during his or her term, such failure shall constitute a resignation from the Board. By filing an application with the City Council each applicant agrees to abide by these bylaws, ordinances, rules and regulations of the City of New Braunfels (including its Code of Ethics) and county, state and federal laws, rules and regulations related to the activities of the NBDB and further agrees to participate in committee work, required trainings, and volunteer activities of the NBDB.

Section 3.3 Terms

The term for each Board member shall be for three (3) years with one-third (1/3) of then NBDB rotating off each year.

Section 3.4 Resignations

Any member resigning shall submit a letter of resignation to the Chair of the NBDB and the City Secretary's Office. The City Council will be notified by the City Secretary's Office of such resignation with a request that a new member be appointed.

Section 3.5 Attendance

A member of the NBDB shall be assumed to have resigned his or her position as a member of the NBDB thereby forfeiting his or her unexpired term of office if, he or she is absent three (3) consecutive times or a total of any four (4) times during a calendar year not including special or committee meetings, provided at least five (5) days meeting notice has been given. The Downtown Development Coordinator shall notify the membership and the City Secretary's Office of such resignation. The City Council will be notified by the City Secretary's Office of such action with a request that a new member be appointed to the NBDB with the understanding that nothing contained herein shall be construed as limiting City Council's appointment or reappointment of any individual.

ARTICLE IV
Officers

Section 4.1 Election of Officers

On or before June 1 after the new members have been appointed by City Council, the NBDB with a quorum in attendance shall elect from its members a Chair and Vice-Chair.

Section 4.2 Term of Office

Each officer shall hold his or her office for one (1) year. All resignations from an office shall be submitted in writing to the Chair. Any resignation or removal from the NBDB shall constitute a resignation from an office. Officers cannot serve in the same position for more than two (2) consecutive terms. No member may serve in more than one officer position at a time.

Section 4.3 Duties of Officers

Section 4.3.1 Chair

The Chair shall preside and participate at all meetings of the NBDB, shall recruit and approve standing and special committee chairs, and shall have voting power.

Section 4.3.2 Vice-Chair

The Vice-Chair shall assist the Chair as needed and shall serve as the presiding officer in the absence of the Chair. The Vice-Chair shall have the right to vote on all issues that come before the NBDB.

Section 4.4 Vacancies

Any vacancy in an office shall be filled by the NBDB at its next regular or special meeting.

ARTICLE V
Meetings

Section 5.1 Date, Time and Place of Meetings

The NBDB shall meet on the third Tuesday morning of months January through December at 8:30 o'clock A.M. Meetings shall be held in the municipal building of the City of New Braunfels unless notice of a different location is given. The NBDB may change the meeting day, time and place upon a majority vote of a quorum.

Section 5.2 Open Meetings

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

Section 5.3 Special Meetings

The Chair or one-third (1/3) of the Members of the NBDB may call a special meeting of the NBDB with at least five (5) days written notice to all members specifying the purpose of such meeting.

Section 5.4 Quorum

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

ARTICLE VI
Committees

Section 6.1 Standing Committees

The following shall be standing committees if the Board: Design, Promotion, Economic Restructuring and Organization. The Board may create additional standing committees and shall delineate the duties of such committees. In consultation with Standing Committee Chairs, the Chair shall recruit and approve members from the NBDB and interested residents of the City of New Braunfels to be members of the Standing Committees. Each Standing Committee shall have a member or members from the NBDB. The rules governing the conduct of the NBDB's meetings shall also govern those of the Standing Committees.

Section 6.2 Special Committees

The Board may create special committees with limited purposes or goals to perform

specific functions and activities specified by the Board. At the beginning of each calendar year the Board shall determine if any Special Committees then in existence need to continue the work assigned to them. The Chair shall recruit and approve members from the Board and interested residents of the City of New Braunfels to be members of the Special Committees. The rules governing the conduct of the Board's meetings shall also govern those of the Special Committees.

ARTICLE VII
Procedures

Section 7.1 Parliamentary Authority

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

Section 7.2 Notices

Any notice required herein shall be given in writing and shall be given when deposited in the U.S. mail, by facsimile, e-mail, or personal delivery.

ARTICLE VIII

Indemnification

New Braunfels Downtown Board and Committee members shall be covered by Ordinance No. 2011-____, as amended from time to time.

ARTICLE IX
Amendment to Bylaws

These bylaws may be amended at any regular or special meeting of the NBDB by a quorum and provided that all of the members were given fifteen (15) days prior written notice of the amendment. No amendment adopted by the DDB shall become effective until approved by the City Council.

ADOPTED this _____ day of _____, 2011.

Chair

4/13/2026

Agenda Item No. X)

PRESENTER:

Amy Niles, River and Watershed Manager

SUBJECT:

Approval of the second and final reading of an ordinance amending the Code of Ordinances, Chapter 126, Sec. 126-381(b), related to the river area parking zones by adding exceptions to enforcement for disabled parking plates and placards.

DEPARTMENT:

Public Works

COUNCIL DISTRICTS IMPACTED: 1 and 5**BACKGROUND INFORMATION:**

On November 24, 2025, the City Council voted to approve a change to the exceptions to enforcement for downtown parking, allowing for those with a valid disabled license plate or placard to park for free. This ordinance change will align the exceptions for river area parking and downtown parking, allowing for those with a valid disabled license plate or placard to park for free in all City owned paid parking locations. Those with a Disabled Veteran license plate will continue to have free parking in the exceptions to enforcement. City of New Braunfels residents with a valid Resident River Parking Pass will continue to park for free at all river parking areas with the exception of Prince Solms Park.

ISSUE:

Approval of an ordinance adding disabled parking license plate and placard holders to the paid parking exceptions in River areas.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

Fiscal impact is unknown but expected to be minimal.

RECOMMENDATION:

City Council passed the first reading of the ordinance on March 23, 2026 with a vote of 6-0.
Staff recommends approval of ordinance change adding disabled parking license plate and placard holders to

the paid parking exceptions in the river parking areas.

AN ORDINANCE OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING CHAPTER 126, ARTICLE VII. – PARKING, DIVISION 4 BY ADDING PARKING REGISTRATION AND FEE EXCEPTIONS FOR DISABLED LICENSE PLATES AND PLACARDS IN RIVER PARKING ZONES; REPEALING ALL LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

Whereas, the City of New Braunfels seeks to provide equitable and accessible parking options in its paid river parking zones; and

Whereas, Texas state law recognizes both disabled parking license plates and placards as valid indicators for individuals with disabilities to access designated parking accommodations; and

Whereas, the City Council approved that disabled parking license plates be exempt from downtown parking zone fees; and

Whereas, the City Council desires to align local parking practices with other Texas cities and public input to ensure accessibility for all residents and visitors; and

Whereas, the City of New Braunfels seeks to promote fair and consistent enforcement of disabled parking regulations by ensuring that only disabled license plates and placards bearing the International Symbol of Access (ISA) are recognized as valid;

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

ARTICLE VII. – PARKING

DIVISION 4. METERED AND PAY STATION PARKING

Sec. 126-381. Paid parking space and paid parking zones established.

- (a) The below-listed zones may be diminished or extended and enlarged or other paid parking spaces or paid parking zones may be created when authorized by the city council. The following described areas are hereby established as paid parking zones:
 - (1) *Prince Solms Park*. There shall be a parking fee charged for all parking spaces in Prince Solms Park between the hours of 8:00 a.m. and 7:00 p.m. daily from May 1 through Labor Day. Such parking fee shall be paid by the operator of each vehicle at the designated locations and shall be charged \$20.00 for every parking space utilized by a vehicle of any size. If city personnel or any other parking enforcement agents authorized by the city manager determine that a vehicle is using more than one parking space, then an additional \$20.00 fee will be charged. Once paid by the operator, the space is not transferable to another vehicle. If a vehicle leaves and then returns later in the same day when the

fee is applicable, a new \$20.00 fee will be charged to park in one space. All fees collect from this parking lot will go into the River Activities Fund.

Exceptions. A Resident Prince Solms Sports pass shall be made available for users of the Prince Solms Park tennis courts, basketball courts and disc golf course.

For the purpose of section 126-381, the term "resident" applies to persons who reside within the city limits. The term of the Resident Prince Solms Sports pass is May 1st through Labor Day in the same year the pass was purchased. The fee for the Resident Prince Solms Sports pass shall be \$40.00 and valid for two years. All holders of a Resident Prince Solms Sports pass shall be entitled entry into Prince Solms Park parking area at no additional charge, seven days a week, excluding holidays, from May 1st through Labor Day for the purpose of parking their vehicles to utilize the tennis courts, basketball courts and disc golf course in the park.

- (2) *Landa Park parking lots located off Elizabeth Avenue.* There shall be a parking fee charged for the parking spaces located in Landa Park parking lots located off Elizabeth Avenue between the hours of 8:00 a.m. and 7:00 p.m. weekends and holidays from May 1 through Labor Day. Such parking fee shall be paid by the operator of each vehicle at the designated locations and shall be charged \$10.00 for every parking space utilized vehicle of any size. If city personnel or any other parking enforcement agents authorized by the city manager determine that a vehicle is using more than one parking space, then an additional \$10.00 fee will be charged. Once paid by the operator, the space is not transferable to another vehicle. If a vehicle leaves and then returns later in the same day when the fee is applicable, a new \$10.00 fee will be charged to park in one space. All fees collected from this parking lot will go into the River Activities Fund. There will be reserved parking spots in this parking lot for mini-golf patrons that will be clearly marked and signed.

Exceptions. The Landa Park parking lot located directly in front of Landa Recreation building will be reserved for staff use from May 1 through Labor Day and will not be available for paid parking.

- (3) *East San Antonio Street.* There shall be a parking fee charged for all parking spaces on the north side of East San Antonio Street between the intersection with South Liberty Avenue and the Comal River bridge between the hours of 8:00 a.m. and 7:00 p.m. daily from May 1 through Labor Day. Such parking fee shall be paid by the operator of each vehicle at the designated locations and shall be charged \$20.00 for every parking space utilized by a vehicle of any size. If city personnel or any other parking enforcement agents authorized by the city manager determine that a vehicle is using more than one parking space, then an additional \$20.00 fee will be charged. Once paid by the operator, the space is not transferable to another vehicle. If a vehicle leaves and then returns later in the same day when the fee is applicable, a new \$20.00 fee will be charged to park in one space. All fees collected from this parking location will go into the River Activities Fund.
- (4) *Hinman Island Drive.* There shall be a parking fee charged for all parking spaces on Hinman Island Drive between the hours of 8:00 a.m. and 7:00 p.m. daily from May 1 through Labor Day. Such parking fee shall be paid by the operator of each vehicle at the designated locations and shall be charged \$30.00 for every parking space utilized by a vehicle of any size. If city personnel or any other parking enforcement agents authorized by the city manager determine that a vehicle is using more than one parking space, then an additional \$30.00 fee will be charged. Once paid by the operator, the space is not transferable to another vehicle. If a vehicle leaves and then returns later in the same day when the fee is applicable, a new \$30.00 fee will be charged to park in one space. All fees collected from this parking lot will go into the River Activities Fund.
- (5) *Mill Street.* There shall be a parking fee charged for all parking spaces on Mill Street, and on the east side of Mill Street located north-east of the railroad tracks between the hours of 8:00 a.m. and 7:00 p.m. daily from May 1 through Labor Day. Such parking fee shall be paid by the operator of each vehicle at the designated locations and shall be charged \$20.00 for every parking space utilized by a vehicle of any size. If city personnel or any other parking enforcement agents authorized by the city manager determine that a vehicle is using more than one parking space, then an additional \$20.00 fee

will be charged. Once paid by the operator, the space is not transferable to another vehicle. If a vehicle leaves and then returns later in the same day when the fee is applicable, a new \$20.00 fee will be charged to park in one space. All fees collected from this parking lot will go into the River Activities Fund.

Exception. The Mill Street parking lot may be used for overflow staff parking working at the Tube Chute and River Booths. Staff will be provided with a staff parking pass.

- (6) *Fair Lane at River Acres Park.* There shall be a parking fee charged for all parking spaces on the southern side of Fair Lane from the intersection of Fair Lane and Common Street for 520 feet, with the exception of a no parking zone for emergency vehicles that starts 312 feet from the intersection of Fair Lane and Common Street and is 52 feet long. The parking fee will be charged between the hours of 8:00 a.m. and 7:00 p.m. daily from May 1 through Labor Day. Such parking fee shall be paid by the operator of each vehicle at the designated locations and shall be charged \$20.00 for every parking space utilized by a vehicle of any size. If city personnel any other parking enforcement agents authorized by the city manager determine that a vehicle is using more than one parking space, then an additional \$20.00 fee will be charged. Once paid by the operator, the space is not transferable to another vehicle. If a vehicle leaves and then returns later in the same day when the fee is applicable, a new \$20.00 fee will be charged to park in one space. All fees collected from this parking lot will go into the River Activities Fund.
- (7) *Cypress Bend Park.* There shall be a parking fee charged for all parking spaces in Cypress Bend Park between the hours of 8:00 a.m. and 7:00 p.m. daily from May 1 through Labor Day. Such parking fee shall be paid by the operator of each vehicle at the designated locations and shall be charged \$20.00 for every parking space utilized by a vehicle of any size. If city personnel or any other parking enforcement agents authorized by the city manager determine that a vehicle is using more than one parking space, then an additional \$20.00 fee will be charged. Once paid by the operator, the space is not transferable to another vehicle. If a vehicle leaves and then returns later in the same day when the fee is applicable, a new \$20.00 fee will be charged to park in one space. All fees collected from Cypress Bend Park will go into the River Activities Fund.

Exceptions. At the determination of the city manager or their designee the parking fee may be waived with rental of the Cypress Bend Pavilion.

(b) *General exceptions.*

- (1) [Vehicles with disabled veteran license plates, disabled parking plates, or displaying a disabled parking placard, will be exempt from registration requirements and parking fees. With the exception of disabled veteran license plates or placards, the license plate or placard must bear the international symbol of access as defined in the Texas Transportation Code, Sec. 681.001, and it must be issued by a state or by a state or province of a foreign country to the owner of operator of the vehicle for the transportation of a person with a disability. Vehicles with disabled veteran license plates will be exempt from parking fees.](#)
- (2) When it has been determined by the city manager or their designated representative that weather or other conditions do not warrant charging such a fee, it may be temporarily suspended.
- (3) A resident river parking pass shall be made available for users of the paid parking spaces and paid parking zones in subsections 126-381 (a) (2), (3), (4), (5), (6), and (7).

For the purpose of section 126-381, the term "resident" applies to persons who reside within the city limits. There is no fee for the Resident River Parking Pass and it shall be valid for one year. All holders of a Resident River Parking Pass shall be entitled entry into Elizabeth Street parking area, East San Antonio Street on street parking, Mill Street parking, Hinman Island Drive on street parking, Fair Lane on street parking, and Cypress Bend Park parking at no additional charge, daily, from May 1st through Labor Day for the purpose of parking their vehicles.

(c) The river parking pass program may be administered and enforced by city personnel or authorized parking enforcement agents, as designated by the city manager.

(Ord. No. 2019-25, § II, 4-8-19; Ord. No. 2019-84, § 2, 11-25-19; Ord. No. 2024-24, § 1, 3-18-24; Ord. No. 2024-82, § 1, 11-12-24; Ord. No. 2025-18, § 1, 3-17-25)

SECTION 2:

This Ordinance shall be and is hereby declared to be cumulative to all other ordinances of the City of New Braunfels relating to parking within the City of New Braunfels, and same shall not operate to repeal or affect any such ordinance or ordinances except insofar as the provisions of such ordinance or ordinances are inconsistent or in conflict with the provisions of this Ordinance, in which instance or instances those provisions shall be and they are hereby repealed.

SECTION 3:

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

SECTION 4:

This Ordinance shall become adopted and effective after second reading, signature, and upon its filing with the City Secretary's Office.

PASSED AND APPROVED:

PASSED AND APPROVED: First reading this 23rd day of March 2026.

PASSED AND APPROVED: Second Reading this 13th day of April 2026.

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA ACEVEDO, City Attorney

4/13/2026

Agenda Item No. Y)

PRESENTER:

Amy Niles, River and Watershed Manager

SUBJECT:

Approval of the second and final reading of an ordinance amending the Code of Ordinances, Chapter 86, Section 86-4 to prohibit public entry to the Comal River Old Channel from City owned property.

DEPARTMENT: Public Works

COUNCIL DISTRICTS IMPACTED: Districts 3 and 5

BACKGROUND INFORMATION:

The City of New Braunfels has a requirement through the Edwards Aquifer Habitat Conservation Plan to prohibit river access along the protected Comal River Old Channel. The current ordinance only prohibits entrance to the Old Channel from the Landa Park Golf Course, but does not cover access from Landa Park, Hinman Island Park, or Prince Solms Park. There has been an increase in recent activity with people entering the Old Channel from Hinman Island Park and Prince Solms Park because of recent invasive tree removal, making the channel more visible and seemingly accessible to the public. The lack of ordinance coverage at this location was recently discovered. Expanding the ordinance to prohibit access to the Old Channel of the Comal River from all city-owned property would aid in the protection of the endangered species habitat that is present in the Old Channel. This proposed ordinance revision would prohibit access to the Comal River Old Channel from all City owned property and would aid with enforcement. It should be noted that the Spring Fed Pool is not considered the Old Channel of the Comal and would not be impacted by this proposed ordinance change.

ISSUE:

The Old Channel of the Comal River is required to be protected from public access and the City's current code of ordinances has a gap in coverage.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

New signage will be needed but existing signage funding is available in the River Activities Fund budget.

RECOMMENDATION:

City Council passed the first reading of the ordinance on March 23, 2026 with a vote of 6-0.

City staff recommend approving ordinance revision to prohibit public access to the Old Channel of the Comal

River from City-owned property.

AN ORDINANCE OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING CHAPTER 86, ARTICLE I. – SECTION 86-4(i) BY PROHIBITING PUBLIC ACCESS TO THE OLD CHANNEL OF THE COMAL RIVER FROM CITY OWNED PROPERTY; REPEALING ALL LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

Whereas, the City of New Braunfels is a permittee of the Edwards Aquifer Habitat Conservation Plan and is responsible to protect endangered species habitat in the Comal River system; and

Whereas, the City of New Braunfels seeks to protect the Old Channel of the Comal River, which is excellent Fountain Darter Habitat, as required by the Edwards Aquifer Habitat Conservation Plan; and

Whereas, an existing ordinance protects the Old Channel of the Comal River from the Golf Course, but not other city owned properties;

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

CHAPTER 86- PARKS AND RECREATION

ARTICLE I. – IN GENERAL

Sec. 86-4. - Additional rules and regulations for control of parks and recreation areas and facilities.

- (i) It shall be unlawful for any person to wade or swim in any pond, stream, or water hazard within the boundaries of the Landa Park Golf Course for the purpose of recovering golf balls or for any other purpose. All public access to the Old Channel of the Comal River is prohibited from City-owned property.

SECTION 2:

This Ordinance shall be and is hereby declared to be cumulative to all other ordinances of the City of New Braunfels relating to parking within the City of New Braunfels, and same shall not operate to repeal or affect any such ordinance or ordinances except insofar as the provisions of such ordinance or ordinances are inconsistent or in conflict with the provisions of this Ordinance, in which instance or instances those provisions shall be and they are hereby repealed.

SECTION 3:

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

SECTION 4:

This Ordinance shall become adopted and effective after second reading, signature, and upon its filing with the City Secretary's Office.

PASSED AND APPROVED:

PASSED AND APPROVED: First reading this 23rd day of March 2026.

PASSED AND APPROVED: Second Reading this 13th day of April 2026.

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA ACEVEDO, City Attorney

4/13/2026

Agenda Item No. A)

PRESENTER:

Jessica Williams, Chief Financial Officer (NBU)

SUBJECT:

Discuss and consider a resolution declaring expectation to reimburse expenditures with proceeds of future debt for the acquisition, construction, and equipping of the new headquarter buildings and facilities to be occupied and used by New Braunfels Utilities. The maximum principal amount of obligations expected to be issued for the project is \$190,000,000.

DEPARTMENT: NBU

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

New Braunfels Utilities (“NBU”) may incur costs for capital projects, such as engineering, land acquisition, and construction, prior to issuing long-term debt. To preserve the ability to reimburse these expenditures with tax-exempt bond proceeds, federal regulations require formally declaring its intent to do so. Specifically, under U.S. Treasury Regulation § 1.150-2, issuers must adopt a resolution generally within 60 days of the original expenditure. This resolution allows the City to later reimburse itself from bond proceeds, provided additional timing and eligibility requirements are met. Reimbursement generally must occur within 18 months after the latter of (1) expenditure date or (2) the date the project is placed in service. This action does not authorize the issuance of debt. The Bond issuance will require separate Council approval.

New Braunfels Utilities (“NBU”) adopted a 2026 Capital Improvement Plan that includes the new headquarters (“HQ”) project and has already begun construction. NBU plans to issue revenue bonds to fund the HQ project. NBU has made and will make certain capital expenditures with respect to the HQ project prior to issuance and desires and expects to reimburse the capital expenditures with proceeds of the revenue bonds. The maximum principal amount of the revenue bonds expected to be issued for the HQ project is \$190 million. The target for council approval of the revenue bonds is the May 2026 City Council meeting.

ISSUE:

N/A - the reimbursement resolution is inline with NBU’s financing strategy for this project.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

There is no immediate financial impact associated with this action. The resolution preserves the ability to reimburse project expenditures from future bond proceeds, subject to subsequent council approval of the debt issuance.

RECOMMENDATION:

NBU staff recommend approval of the resolution.

**A RESOLUTION DECLARING EXPECTATION TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF FUTURE DEBT**

WHEREAS, the City of New Braunfels, Texas (the “Issuer”) owns electric, water and wastewater systems, which are managed and operated by New Braunfels Utilities (“NBU”), a component unit of the Issuer;

WHEREAS, the Issuer intends to issue utility system revenue bonds (the “Obligations”) for the acquisition, construction and equipping of new headquarter buildings and facilities (collectively, the “Project”) to be occupied and used by NBU;

WHEREAS, NBU has made and will make certain capital expenditures with respect to the Project and desires and expects to reimburse the capital expenditures with proceeds of the Obligations;

WHEREAS, under Treas. Reg. § 1.150-2 (the “Regulation”), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS THAT the Issuer reasonably expects to reimburse capital expenditures made by NBU with respect to the Project with proceeds of Obligations hereafter to be incurred by the Issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$190,000,000.

PASSED AND ADOPTED this April 13, 2026.

CITY OF NEW BRAUNFELS, TEXAS

Mayor

ATTEST:

City Secretary



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

4/13/2026

Agenda Item No. A)

PRESENTER:

Osbaldo Flores, Chief of Police

SUBJECT:

Presentation and Recommended Revisions to the Towing Ordinance.

4/13/2026

Agenda Item No. A)

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

- Cause No. 2025CV0719; City of New Braunfels v. Joe Henry Tays, Individually and as Independent Executor of the Estate of Frederick Frueholz, Jr. (Deceased)

4/13/2026

Agenda Item No. B)

SUBJECT:

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

1. Project Casa



City Council - Executive Session Agenda Item Report

550 Landa Street
New Braunfels, TX

4/13/2026

Agenda Item No. C)
