



CITY OF NEW BRAUNFELS, TEXAS
CITY COUNCIL MEETING



CITY HALL - TEJAS ROOM
550 LANDA STREET

MONDAY, OCTOBER 13, 2025 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 CARTER

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

PROCLAMATIONS:

- A) Hill Country Night Sky Month [25-1015](#)
- B) Native Plant Week [25-1071](#)
- C) Unplug Texas Day [25-1129](#)

PRESENTATIONS

- A) Presentation by the Texas State Fire Marshals Office [25-1058](#) recognizing the New Braunfels Fire Department for maintaining an Insurance Services Office (ISO) Class 1 rating.
Ruy Lozano, Fire Chief

CITIZENS COMMUNICATIONS

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

1. CONSENT AGENDA

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

Action Items

- A) Approval of the September 22, 2025 regular and [25-1221](#) executive session meeting minutes.
Natalie Baker, Deputy City Secretary
- B) Approval of transitioning the TIRZ 1 Advisory Board from [25-1196](#) Spring-appointed to Fall-appointed and extending all existing members' terms from May 31 to November 30 of each respective year.
Gayle Wilkinson, City Secretary
- C) Approval of transitioning the TIRZ 3 Advisory Board from [25-1142](#) Spring-appointed to Fall-appointed and extending all existing members' terms from May 31 to November 30 of each respective year.
Jeff Jewell, Economic and Community Development Director
- D) Approval of a recommendation by the Tax Increment [25-1197](#) Reinvestment Zone #1 Board nominating a Chair and Vice Chair for the remainder of the term ending December 31, 2025.
Gayle Wilkinson, City Secretary
- E) Approval of a recommendation by the Tax Increment [25-1143](#) Reinvestment Zone #3 Board nominating a Chair and Vice Chair for a one-year term to begin January 1, 2026
Jeff Jewell, Economic and Community Development Director
- F) Approval of the Second Amendment to the Chapter 380 [25-1160](#)

Economic Development Agreement between the City of New Braunfels and Continental Autonomous Mobility US, LLC. (Aumovio).

Jeff Jewell, Economic and Community Development Director

- G) Approval of the issuance of an invitation for competitive sealed proposals for construction of the Golf Course Road Parking Area and Biofiltration System, and the Landa Park Recreation Parking Lot and Biofiltration System and the Gruene Road / Post Road intersection improvements. [25-1180](#)

Barbara Coleman, Purchasing Manager

Scott McClelland, Assistant Transportation and Construction Services Director

- H) Approval of an expenditure to Ford Audio-Video Systems, LLC to complete audio and visual upgrades at the New Braunfels Civic and Convention Center [25-1198](#)

Jeff Jewell, Economic and Community Development Director

Julie Gohlke, Assistant Purchasing Manager

- I) Approval of an amendment to an Interlocal Agreement with Comal County Emergency Services District No. 7 regarding the use of fire trucks purchased by Comal County Emergency Services District No. 7. [25-1216](#)

Ruy Lozano, Fire Chief

- J) Approval of the acceptance of a 15.03-acre tract of land described as Lot 901, Block 1, Arroyo Verde Subdivision Unit 4, from the New Braunfels Parks Foundation. [25-1248](#)

Matthew Eckmann, Assistant Director of Public Works

- K) Approval of the acceptance of a 46-acre tract of land described as Lot 908, Block K, Oak Creek Subdivision Unit 4, from the New Braunfels Parks Foundation. [25-1249](#)

Matthew Eckmann, Assistant Director of Public Works

- L) Approval of a lease agreement between the City of New Braunfels and Skyler and Kameron Koepp, for farming on approximately 62.6 acres out of the O Russell Survey No. 2, Abstract 485, Comal County, Texas. [25-1250](#)

Matthew Eckmann, Assistant Director of Public Works

Resolutions

- M) Approval of a resolution recommended by the New Braunfels Economic Development Corporation approving [25-1157](#)

a Second Amendment to the contract with Continental Autonomous Mobility US, LLC., to modify the employment condition, eliminate the “two-year rolling average” methodology, and provide alternate methods for measuring compliance.

Jeff Jewell, Economic and Community Development Director

- N) Approval of a resolution recommended by the New Braunfels Economic Development Corporation approving an economic development agreement with Continental Autonomous Mobility US, LLC., for a project expenditure, of up to \$300,000, pursuant to Section 501.101 of the Texas Local Government Code. [25-1159](#)

Jeff Jewell, Economic and Community Development Director

- O) 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 Professional Fire Fighters Association, Local 3845 of the International Association of Fire Fighters, for a term ending on September 30, 2027. [25-1243](#)

Becca Miers, Director of Human Resources

Ordinances

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

- P) Approval of the first reading of an ordinance, in accordance with adopted agreements with the property owner, to annex for limited purposes Lot 1, Block 115, Mayfair - Parcel E-15 Subdivision, consisting of 19.99 acres. [25-1031](#)

Christopher J. Looney, AICP, Neighborhood and Community Planning Director

- Q) Approval of the second and final reading of an ordinance amending Ordinance No. 2024-90 that designated Reinvestment Zone No. 2024-01 for tax abatement purposes, by correcting the property description in Exhibit A. [25-1107](#)

Jeff Jewell, Economic and Community Development Director

- R) Approval of the second and final reading of an ordinance requested by Evelyn Orr Westfahl, on behalf of June Orr, to rezone approximately 0.2 of an acre out of City Block [25-1217](#)

2013, part of Lots 234 and 235, from C-2 (General Business District) to C-2 SUP (General Business District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed as 341 North Market Avenue.

Matthew Simmont, AICP, Planning Manager

APPLICANT: Evelyn Orr Westfahl

- S) Approval of the second and final reading of an ordinance [25-1218](#) requested by Alba Henriquez, on behalf of Luciano Henriquez, to rezone approximately 0.3 of an acre out of the A. M. Esnaurizar Survey 1, Abstract 1, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed as 1160 Dunlap Drive.

Christopher J. Looney, AICP, Planning Director

APPLICANT: Alba Henriquez

- T) Approval of the second and final reading of an ordinance [25-1226](#) amending Chapter 110, Appendix X of the Code of Ordinances relating to the implementation of the next phase of Solid Waste commercial rate adjustments.

Matthew Eckmann, Assistant Director of Public Works

2. **INDIVIDUAL ITEMS FOR CONSIDERATION**

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

- A) Discuss and consider approval of a joint-bid contract [25-1236](#) between the City of New Braunfels and New Braunfels Utilities, with Capital Excavation Company for the construction of the San Antonio / Water Lane Project as part of the 2023 Bond Citywide Streets Program, along with authorization for the City Manager to execute change orders up to the contingency amount, and authorization of a contract for construction materials testing with ECS Southwest, LLP for construction materials testing.

Scott McClelland, Assistant Transportation and Construction Services Director

- B) Discuss and consider approval of a contract with River [25-1233](#) North Transit, LLC a wholly owned subsidiary of Via Transportation, Inc. for microtransit services to the New

Braunfels Urban Transit District.

Julie Sitton, Transit Manager

Garry Ford, Transportation and Construction Services Director

- C) Public hearing, discussion, and possible action [25-1074](#) approving a tax abatement agreement with applicant and property owner Continental Autonomous Mobility US, LLC.

Jeff Jewell, Economic and Community Development Director

- D) Public hearing, discussion, and possible action [25-1163](#) approving the first reading of an ordinance designating a geographic area within the City of New Braunfels as a reinvestment zone for tax increment financing purposes pursuant to Chapter 311 of the Texas Tax Code to be known as Tax Increment Reinvestment Zone Number Five - West End ("TIRZ 5: West End"), City of New Braunfels, describing the property parcels included in the zone, containing findings and provisions related to the creation of the zone, providing a termination date, providing the zone take effect immediately upon passage of the ordinance, providing a severability clause, providing for publication, and declaring an effective date.

Jeff Jewell, Economic and Community Development Director

- E) Discuss and consider approval of a resolution for nomination(s) to the Guadalupe County Appraisal District Board of Directors for a four (4) year term ending 2029.

Gayle Wilkinson, City Secretary

- F) Discuss and consider approval of a resolution for nomination(s) to the Comal County Appraisal District Board of Directors.

Gayle Wilkinson, City Secretary

3. EXECUTIVE SESSION

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

- A) Deliberate the appointment, evaluation, duties, discipline, [25-1242](#) or removal of the Municipal Court Judge in accordance with Section 551.074 of the Texas Government Code.

- B) Deliberate issues regarding economic development [25-1237](#)

negotiations in accordance with Section 551.087 of the Texas Government Code:

1. The Neue
2. Project Maiden

C) Deliberate pending/contemplated litigation, settlement [25-1244](#) 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 the Status of Real Estate Negotiations to Secure Necessary Right-of-Way for the Kohlenberg Road Improvements Project:

i. a 2.309 Acre (100,568 square foot) tract of land in the A.M. Esnaurizar Survey No. 98, of Comal County, Texas and being out of the called 239.708 acre tract conveyed to Frederick Frueholz Jr., recorded in Document No. 201306045302 of the Official Public Records of Comal County, Texas; and being more specifically out of the called 49.64 acre 1st Parcel of said 239.708 acres recorded as Volume 78, Page 399 - Tr. 2, Official Public Records of Comal County, Texas. (Comal County Parcel No. 71628)

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

10/13/2025

Agenda Item No. A)



Proclamation

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

WHEREAS, the aesthetic beauty and wonder of star-filled skies are the heritage of all humankind and locally to the inhabitants of New Braunfels and are therefore worthy of celebration; and

WHEREAS, the experience of standing beneath a star-filled night sky inspires feelings of wonder and awe, and may encourage interest in science and nature especially among young people; and

WHEREAS, the opportunity to view star-filled skies attracts tourists to our region and therefore economic benefit to New Braunfels; and

WHEREAS, preserving the rich historic heritage and starry night skies of New Braunfels is important to its residents; and

WHEREAS, “light pollution,” which is wasted light that performs no function or task and artificial light that goes where it is not supposed to go, is created by glare, light trespass, sky glow, and overlighting; and

WHEREAS, light pollution wastes natural resources amounting to at least \$3 billion per year and contributes to diminished American energy independence; and

WHEREAS, the historical view of the night skies has been eroding in many nearby areas and generations are growing up with limited, if any, view of the wonders of the universe; and

WHEREAS, the influx of people into the Texas Hill Country region and the accompanying light pollution from area lighting fixtures has been steadily on the rise; and

WHEREAS, solving the problem of light pollution involves making better use of outdoor lighting to direct light down to where it is needed instead of upward into the sky, putting outdoor lights on timers and using outdoor lighting only where necessary; and

WHEREAS, Hill Country communities are increasingly dedicated to the preservation of the region’s night skies, as evidenced by the frequent educational activities conducted in our region and by the increasing number of places in our region: Order No. 367 Order Amending Order No. 199 For Regulation Of Outdoor Lighting In The Unincorporated Areas of Comal County, Texas Within 3 Miles Of The Camp Bullis Boundary, Guadalupe River State Park Star Parties in partnership with San Antonio Astronomical Association, New Braunfels Astronomy Club Star Parties, Comal County Friends of the Night Sky, the Comal County Dark Sky Resolution No. 2018-26, the cities of Bulverde and Spring Branch are in the certification process to become DarkSky International Communities after the adoption of Dark Sky Ordinances; and

WHEREAS, this regional effort and the preservation and celebration of our night skies is worthy of a month-long celebration.

NOW THEREFORE, be it proclaimed by the New Braunfels City Council:

1. October 2025 shall hereafter be known as “Hill Country Night Sky Month” in New Braunfels, Texas.

2. That the City Council encourages citizens to enjoy the night sky and to participate in the New Braunfels, Comal County and Hill County regional events and programs celebrating the night sky and promoting the ways in which communities are working to preserve it.
3. That the City Council encourages citizens to learn about light pollution and why it matters, night sky friendly lighting, and lighting regulations, and to implement practices and lighting improvements that will reduce light pollution, thereby preserving our night skies.

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 October 2025.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

10/13/2025

Agenda Item No. B)



Proclamation

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

WHEREAS, Texas Legislature in 2009 designated the third full week of October as Texas Native Plant Week due to efforts from members of the Native Plant Society of Texas; and

WHEREAS, Texas native plants conserve water, provide habitats for birds, wildlife, pollinators, and help protect ecosystems; and

WHEREAS, the Native Plant Society of Texas, founded in 1981, has 38 chapters promoting the conservation, research and utilization of native plants and plant habitats through education, outreach and example; and

WHEREAS, the New Braunfels Chapter of the Native Plant Society of Texas was established in 2019, currently with 165 primary members; and

WHEREAS, the New Braunfels Chapter collaborated on the establishment of a native plant garden at the Westside Library, initiated a propagation project for native aquatic and riparian plants in the Comal River at Snake Island to enhance wildlife habitat, and continues to provide ongoing maintenance to community gardens located at Landa Family Memorial Garden, the German Pioneer Memorial, Conservation Plaza and Eden Hill Memory Care container garden; and

WHEREAS, The New Braunfels Chapter has initiated three Native Plants in Schools projects to increase awareness of native plants and their environmental benefits among students of different ages:

- Landscaping a native plant garden by the New Braunfels Youth Center's Mill Street Gym
- Creating a prairie landscape to help an erosion problem at Memorial Elementary
- Facilitating an Art Exhibition competition with 4th graders at Memorial Elementary and Lamar Elementary

WHEREAS, native plants offer significant benefits, including the prevention of erosion through their deep root systems that stabilize soil, the reduction of ambient temperature by providing a cooling effect, as well as serving as a valuable source of food and habitat, and contributing to oxygen production.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, proclaim October 19-25, 2025 as

"Texas Native Plant Week"

in New Braunfels, and I do thereby call upon our citizens to join in recognizing and participating in this special observance.

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 October 2025.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

10/13/2025

Agenda Item No. C)



Proclamation

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

Recognizing October 21, 2025 as “Unplug Texas Day” in the City of New Braunfels

WHEREAS, Unplug Texas Day was created by the Texas Recreation and Park Society (TRAPS) and adopted by the Texas Legislature through Senate Bill 2232, authored by Senator Adam Hinojosa and sponsored by Representative Ben Bumgarner; and

WHEREAS, Unplug Texas Day encourages residents to disconnect from digital devices and engage in outdoor play, recreation, and community activities offered by local parks and recreation agencies; and

WHEREAS, on average, Americans spend over seven hours per day in front of screens, contributing to rising rates of inactivity, poor mental health, and sleep disruption; and

WHEREAS, parks and recreation facilities such as trails, open spaces, pools, and recreation centers provide safe and accessible places for people of all ages to unplug, be active, and connect with nature and one another; and

WHEREAS, research shows that time spent outdoors improves mental clarity, reduces stress, increases physical activity, and fosters strong community bonds; and

WHEREAS, the City of New Braunfels values the vital role that parks and recreation plays in enhancing quality of life, health, and community connection; and

WHEREAS, the City encourages residents to participate in Unplug Texas Day by visiting local parks, engaging in screen-free play, and enjoying recreational activities with family, friends, and neighbors;

NOW, THEREFORE, I, Neal Linnartz, Mayor of the City of New Braunfels, Texas do hereby proclaim October 21, 2025, as

"Unplug Texas Day"

in the City of New Braunfels and encourage all residents to celebrate by unplugging from technology and plugging into Texas’ abundant parks, trails, and recreation opportunities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of New Braunfels to be affixed on the 13th day of October, 2025.

CITY OF NEW BRAUNFELS

Neal Linnartz, Mayor

10/13/2025

Agenda Item No. A)

PRESENTER:

Ruy Lozano, Fire Chief

SUBJECT:

Presentation by the Texas State Fire Marshals Office recognizing the New Braunfels Fire Department for maintaining an Insurance Services Office (ISO) Class 1 rating.

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

A Texas ISO Class 1 is the highest rating for fire protection awarded by the Insurance Services Office (ISO) in the state and signifies exemplary public fire protection. This rating, part of the ISO Public Protection Classification (PPC) program, helps insurance companies set lower property insurance premiums. The department is re-evaluated every five years in firefighting capabilities, water supply, emergency communications and staffing.

ISSUE:

Maintaining an ISO Class 1 shows commitment and an ongoing investment in infrastructure, equipment, staffing and training by the fire department and city.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

None



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

10/13/2025

Agenda Item No. A)

PRESENTER:

Natalie Baker, Deputy City Secretary

SUBJECT:

Approval of the September 22, 2025 regular and executive session meeting minutes.

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - EXECUTIVE SESSION
REGULAR MEETING OF MONDAY, SEPTEMBER 22, 2025**

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

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

1. EXECUTIVE SESSIONS

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

- A) Deliberate issues regarding economic development negotiations in accordance with Section 551.087 of the Texas Government Code:
Continental Autonomous Mobility US, LLC (Aumovio)

Mayor Linnartz read the aforementioned executive session item.

Mayor Linnartz adjourned into closed session at 5:01 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 5:21 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL
REGULAR MEETING OF MONDAY, SEPTEMBER 22, 2025**

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

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

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

INVOCATION: COUNCILMEMBER LABOWSKI

Councilmember Labowski 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) Emergency Medical Services Day

Mayor Linnartz read the aforementioned proclamation.

Chief Hayes and members of the New Braunfels Fire Department accepted the proclamation and addressed council.

B) Living Legends of New Braunfels

Mayor Linnartz read the aforementioned proclamations for the living legends.

Wilfred Schlather, Carol Johnson, and Michael Meek accepted their proclamations.

PRESENTATIONS

A) Presentation, discussion, and possible direction to staff regarding transit service and third-party microtransit contract.

Mayor Linnartz read the aforementioned item.

Julie Sitton presented this item to council and introduced Thomas De Ridder and Sarish Kasat, who continued the presentation and answered questions.

No action was taken at this time.

B) Presentation, discussion and possible action approving a resolution giving consent to the issuance of up to \$5,000,000 in Unlimited Tax Road Bonds by Comal County Water Improvement District No. 3A.

Mayor Linnartz read the aforementioned item.

Jeff Jewell presented this item to council using a powerpoint presentation, and introduced Nancy Carter and David Smalling, who continued the presentation and answered questions.

The following individuals spoke at this time: Anna Nunez

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

CITIZENS COMMUNICATIONS

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

The following individuals spoke at this time: Anna Nunez, Bob King.

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 September 4, 2025 special meeting minutes, the September 8, 2025 executive and regular meeting minutes, and the September 15, 2025 special meeting minutes.
- B) Approval of a contract with Freese and Nichols, Inc. for engineering services for remapping the Dry Comal Creek Floodplain.
- C) Approval of a purchase from Kraftsman Commercial Playgrounds and Water Parks for new trash receptacles and from Texas Longhorn BBQ Pits, LLC for barbeque grills for the City of New Braunfels park system.
- D) Approval of a contract with STV, Inc. for the final plans, specifications, and estimates for Solms Road from IH35 frontage to FM482.
- E) Approval to renew the following annual contracts, as allowed for by their contract language and in accordance with City Charter Section 9.17: Bound Tree Medical LLC, Siddons Martin, Texas Municipal League, AV Fuel Corp, Kahlig Enterprise dba Bluebonnet Motors and United Rentals

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 amending Chapter 110, Appendix X of the Code of Ordinances relating to the implementation of the next phase of Solid Waste commercial rate adjustments.
- G) Approval of the second and final reading of an ordinance establishing the number of positions in each classification in the New Braunfels Fire Department and Police Department pursuant to Local Government Code, Chapter 143.

Approval of the Consent Agenda

Mayor Linnartz read the aforementioned ordinances of the consent agenda.

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

2. INDIVIDUAL ITEMS FOR CONSIDERATION

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

- A) Public hearing and first reading of an ordinance amending Ordinance No. 2024-90 that designated Reinvestment Zone No. 2024-01 for tax abatement purposes, by correcting the property description in Exhibit A.

Mayor Linnartz read the aforementioned item.

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

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

- B) Public hearing and first reading of an ordinance requested by Alba Henriquez, on behalf of Luciano Henriquez, to rezone approximately 0.3 of an acre out of the A M Esnaurizar Survey 1, Abstract 1, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed as 1160 Dunlap Drive

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this item to council using a powerpoint presentation, and introduced applicant Alba Henriquez, who also presented to council and answered questions.

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

- C) Public hearing and first reading of an ordinance requested by Evelyn Orr Westfahl, on behalf of June Orr, to rezone approximately 0.2 of an acre out of City Block 2013, part of Lots 234 and 235, from C-2 (General Business District) to C-2 SUP (General Business District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed as 341 North Market Avenue

Mayor Linnartz read the aforementioned item.

Matthew Simmont presented this item to council using a powerpoint presentation and introduced June Orr, a representative for the applicant, who also addressed council and answered questions.

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

- D) Discuss and consider the second and final reading of an ordinance to amend New Braunfels Code of Ordinances, Chapter 86, Article IV, Section 86-94 by adopting updated admission fees at the New Braunfels Landa Park Aquatic Center and adding all related fees to Appendix D, updating and codifying fees related to Camp Minnehaha and Fischer Park in Appendix D, and amending ordinance 2020-82 to update the scope of fees related to Das Rec and adding that language to Appendix D.

Mayor Linnartz read the aforementioned item.

Jordan Matney presented this item to council using a powerpoint presentation and answered questions.

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

- E) Discuss and consider approval of a resolution for nomination(s) to the Guadalupe County Appraisal District Board of Directors for a four (4) year term ending 2029.

Mayor Linnartz read the aforementioned item.

Gayle Wilkinson presented this item to council and informed council of the potential nomination for the Guadalupe County Appraisal District Board of Directors.

Councilmember Capizzi motioned to postpone this item to the October 13th council meeting. Councilmember Labowski seconded the motion which passed unanimously.

- F) Discuss and consider approval of a resolution for nomination(s) to the Comal County Appraisal District Board of Directors.

Mayor Linnartz read the aforementioned item.

Gayle Wilkinson presented this item to council and informed council of the potential nomination for the Comal County Appraisal District Board of Directors.

Councilmember Ryan motioned to postpone this item to the October

13th council meeting. Councilmember Labowski seconded the motion which passed unanimously.

3. EXECUTIVE SESSION

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

- A) Deliberate issues regarding economic development negotiations in accordance with Section 551.087 of the Texas Government Code:
Continental Autonomous Mobility US, LLC (Aumovio)

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

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

No action was taken at this time.

ADJOURNMENT

Mayor Linnartz adjourned the meeting at 7:32 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

10/13/2025

Agenda Item No. B)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Approval of transitioning the TIRZ 1 Advisory Board from Spring-appointed to Fall-appointed and extending all existing members' terms from May 31 to November 30 of each respective year.

DEPARTMENT: City Secretary

COUNCIL DISTRICTS IMPACTED: 4

BACKGROUND INFORMATION:

Tax Increment Reinvestment Zones are governed by the Chapter 311 of the Texas Tax Code and Section 311.009 addresses Composition of Board of Directors. Per item F, each year the governing body of the municipality or county that created the zone shall appoint one member of the board to serve as chairman for a term of one year that begins on January 1 of the following year.

In order to better align with the duration of the Chair's appointment, staff recommends the Board transition from a Spring-appointed board to a Fall-appointed board.

The TIRZ 1 Advisory Board approved this recommendation at its August 12, 2025, meeting.

If the Council approves the change to Fall, all existing members will extend their current terms an additional six (6) months to November 30 of each respective year. Members whose terms expire May 31, 2026 will extend to November 30, 2026 and members whose terms expire May 31, 2027 will extend to November 30, 2027.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the Board-appointment change to Fall and the additional six-month term extension for all current members.

10/13/2025

Agenda Item No. C)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of transitioning the TIRZ 3 Advisory Board from Spring-appointed to Fall-appointed and extending all existing members' terms from May 31 to November 30 of each respective year.

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: 1, 5

BACKGROUND INFORMATION:

Tax Increment Reinvestment Zones are governed by the Chapter 311 of the Texas Tax Code and Section 311.009 addresses Composition of Board of Directors. Per item F, each year the governing body of the municipality or county that created the zone shall appoint one member of the board to serve as chairman for a term of one year that begins on January 1 of the following year.

In order to better align with the duration of the Chair's appointment, staff recommends the Board transition from a Spring-appointed board to a Fall-appointed board.

The TIRZ 3 Advisory Board approved this recommendation at its June 25, 2025 meeting.

If the Council approves the change to Fall, all existing members will extend their current terms an additional six (6) months to November 30 of each respective year. Members whose terms expire May 31, 2026 will extend to November 30, 2026 and members whose terms expire May 31, 2027 will extend to November 30, 2027.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the Board-appointment change to Fall and the additional six-month term extension for all current members.

10/13/2025

Agenda Item No. D)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Approval of a recommendation by the Tax Increment Reinvestment Zone #1 Board nominating a Chair and Vice Chair for the remainder of the term ending December 31, 2025.

DEPARTMENT: City Secretary

COUNCIL DISTRICTS IMPACTED: 4

BACKGROUND INFORMATION:

Tax Increment Reinvestment Zones and their corresponding advisory Boards are governed by Chapter 311 of the Texas Tax Code. Item (f) of Section 311.009 - Composition of Board of Directors specifically addresses the annual appointment of a Board Chair as designated by the governing body of the municipality that created the zone, the New Braunfels City Council. This annual appointment will end December 31, 2025.

The TIRZ #1 Advisory Board met on August 12, 2025, and unanimously approved nominations for John Malik as Chair and Kevin Webb as Vice Chair, with terms ending December 31, 2025.

ISSUE:

Recommend a Chair and Vice Chair for the remainder of the one-year term ending December 31, 2025.

10/13/2025

Agenda Item No. E)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of a recommendation by the Tax Increment Reinvestment Zone #3 Board nominating a Chair and Vice Chair for a one-year term to begin January 1, 2026

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: 1, 5

BACKGROUND INFORMATION:

Tax Increment Reinvestment Zones and their corresponding advisory Boards are governed by Chapter 311 of the Texas Tax Code. Item (f) of Section 311.009 - Composition of Board of Directors specifically addresses the annual appointment of a Board Chair as designated by the governing body of the municipality that created the zone, the New Braunfels City Council. This annual appointment will begin on January 1 of the following year.

The TIRZ #3 Advisory Board met on June 25, 2025 and unanimously approved nominations for Nathan Manlove as Chair and Joe Turner as Vice Chair, with terms to begin January 1, 2026.

ISSUE:

Recommend a Chair and Vice Chair for a one-year term to begin January 1, 2026.

10/13/2025

Agenda Item No. F)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of the Second Amendment to the Chapter 380 Economic Development Agreement between the City of New Braunfels and Continental Autonomous Mobility US, LLC. (Aumovio).

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: 4

BACKGROUND INFORMATION:

Continental Autonomous Mobility US, LLC (formerly Continental Automotive Systems, Inc.), herein referred to as “CAM”, develops pioneering technologies and services for sustainable and connected mobility of people and their goods. Founded in 1871, the technology company offers safe, efficient, intelligent, and affordable solutions for vehicles, machines, traffic, and transportation.

Continental opened its 215,000 square-foot New Braunfels manufacturing location in Fall 2022 after an initial investment of \$110M and actively provides employment opportunities for up to 450 employees.

To incentivize the initial project, the City of New Braunfels entered into a Chapter 380 Economic Development Agreement with CAM in August 2020 which provided multi-year refund of property taxes paid on the improvements and business personal property for the company fulfilling certain employment and wage requirements. Due to challenges of the Covid pandemic, the Agreement was amended in December 2020 and all requirements were extended one additional year.

The New Braunfels Continental location is competing for an expansion project which would require an additional 65,000 square feet of manufacturing space, would employ an additional 100 jobs, and add an additional \$100M of appraised value to the site. To encourage the expansion project, the City of New Braunfels is considering a 10-year tax abatement in which 65% of the property value would be abated each year.

Both the City and Continental desire to consolidate the initial incentive structure of the 380 Economic Development Agreement into the proposed tax abatement; to do so, a Second Amendment is being needed to truncate the existing agreement. The action would consolidate the original Chapter 380 Agreement into a new tax abatement agreement that will go into effect once the expansion project is completed.

ISSUE:

Approval of a Second Amendment to consolidate the initial incentive structure of the 380 Economic Development Agreement into a Chapter 312 tax abatement.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

No fiscal impact to truncating the Chapter 380 Agreement into a tax abatement agreement.

RECOMMENDATION:

Staff recommends approval of the Second Amendment to the 380 Economic Development Agreement.

SECOND AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This Second Amendment to Economic Development Agreement (this “*Second Amendment*”) is entered into by and between the City of New Braunfels, Texas, a home-rule municipality (“*City*”), and Continental Autonomous Mobility US, LLC, a Delaware limited liability company (“*Company*,” and together with City, the “*Parties*”) to be effective as of the last date of execution by the Parties indicated below (the “*Effective Date*”).

RECITALS

A. Prior Agreements. The Parties entered into that certain Economic Development Agreement dated August 4, 2020 (the “*Original Agreement*”), as amended by that certain First Amendment to Economic Development Agreement dated January 2021 (the “*First Amendment*,” and together with the Original Agreement, the “*Agreement*”). Pursuant to an assignment, all rights and obligations of Continental Automotive Systems, Inc. under the Contract were assigned to Continental Autonomous Mobility US, LLC, a Delaware limited liability company, which is now the “Company” under the Agreement.

B. Tax Abatement Agreement. The Parties are entering into a certain Tax Abatement Agreement pursuant to Texas Tax Code Chapter 312 pertaining to the same property as the Agreement (the “*312 Tax Abatement Agreement*”). Capitalized terms used but not defined in this Second Amendment have the meanings assigned to them in the Agreement or, where so indicated, in the 312 Tax Abatement Agreement.

C. Desire to Consolidate. The Parties desire to coordinate and ultimately consolidate the incentive structure provided in the Agreement with the ad valorem tax abatement provided in the 312 Tax Abatement Agreement in order to streamline administration and avoid overlapping incentives.

D. Authority. Section 8(a) of the Agreement authorizes amendment of the Agreement by written instrument executed by both Parties.

E. Purpose. Accordingly, the Parties now desire to amend the Agreement to provide for the expiration of all payments and obligations under the Agreement upon the earlier of (i) the commencement of the tax abatement under the 312 Tax Abatement Agreement and (ii) December 31, 2033, all as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, the Parties agree as follows:

1. Termination Upon Abatement Commencing. Notwithstanding anything to the contrary contained in the Agreement, the Parties agree that all Tax Rebates, grant payments, and any other obligations of either Party under the Agreement shall automatically expire and terminate, without the necessity of further action by either Party, on the date that the earlier of (a) the expiration of the Term under the Agreement or (b) the first day of the “First Abatement Year,” as that term is defined in Article 1 of the 312 Tax Abatement Agreement. Upon such occurrence, the Agreement shall be deemed fully performed and of no further force or effect, and neither Party shall have any further rights, duties, or liabilities thereunder, except for those provisions that expressly survive termination.

2. Miscellaneous

a. No Other Amendments. Except as expressly modified by this Second Amendment, all terms, conditions, covenants, and provisions of the Agreement remain unmodified and in full force and effect and are hereby ratified and confirmed by the Parties.

b. Counterparts; Electronic Signatures. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Signatures delivered by facsimile, PDF, or other electronic means shall be deemed original signatures for all purposes.

c. Authority. Each individual executing this Second Amendment on behalf of a Party represents and warrants that he or she has full authority to do so and to bind such Party to the terms hereof.

d. Severability. If any provision of this Second Amendment is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

e. Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

[Signature page follows]

Executed to be effective as of the Effective Date stated above.

CITY OF NEW BRAUNFELS, TEXAS,
a home-rule municipality

By: _____

Name: Robert Camareno

Title: City Manager

Date: _____

Attest: _____

City Secretary

Approved as to Form: _____

City Attorney

CONTINENTAL AUTONOMOUS MOBILITY US, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

10/13/2025

Agenda Item No. G)

PRESENTER:

Barbara Coleman, Purchasing Manager
Scott McClelland, Assistant Transportation and Construction Services Director

SUBJECT:

Approval of the issuance of an invitation for competitive sealed proposals for construction of the Golf Course Road Parking Area and Biofiltration System, and the Landa Park Recreation Parking Lot and Biofiltration System and the Gruene Road / Post Road intersection improvements.

DEPARTMENT: Finance, Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: 3

BACKGROUND INFORMATION:

The City has three projects anticipated for future construction. These include two projects for watershed improvements and an intersection improvement project.

The city receives funding through the Edwards Aquifer Authority for projects that meet the objectives of the Edwards Aquifer Habitat Conservation Plan. As part of that plan, City Staff has identified two projects to move forward. The Golf Course Road Parking area and Biofiltration system has recently completed design and permitting, and the Landa Park Recreation Parking Lot is in design initiation.

Additionally, intersection improvements have been designed to provide improved alignment of the Gruene Road and Post Road intersection. Construction of this project will be funded through Roadway Impact Fees.

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

The recommendation to award these contracts will be presented to the City Council for direction in the near future.

ISSUE:

Continue an ongoing program of infrastructure construction and maintenance.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

This item has no fiscal impact.

RECOMMENDATION:

Staff recommends approval of the issuance of an invitation for competitive sealed proposals for the Golf Course Road Parking Area and the Landa Recreation Center Parking lot and the Post and Gruene Road intersection improvements since the City finds that this delivery method will provide the best value to the City.

10/13/2025

Agenda Item No. H)

PRESENTER:

Jeff Jewell, Economic and Community Development Director
Julie Gohlke, Assistant Purchasing Manager

SUBJECT:

Approval of an expenditure to Ford Audio-Video Systems, LLC to complete audio and visual upgrades at the New Braunfels Civic and Convention Center

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: 5

BACKGROUND INFORMATION:

The audio and visual system at the New Braunfels Civic and Convention Center (“NBCCC”) was installed in 2009. A current event analysis indicates that approximately 86% of all events use the audio/visual system. The present system is faulty and requires impromptu troubleshooting to fix issues on a weekly basis. Having an unreliable system lessens the event experience and reduces the quality of services the City of New Braunfels provides to event customers and results in a loss of revenue.

Ford Audio-Video Systems, LLC has been selected to complete the work. The City will be using a completely procured contract through the State of Texas DIR Contract (#DIR-CPO-5054). The costs are detailed as follows:

- Exhibit Hall Upgrade: \$56,225
- Ballroom Upgrade: \$49,531
- Garden Rooms Upgrade: \$66,847
- Three-Year Warranty: \$18,277
- Total Expenditure not to exceed \$190,880.00

ISSUE:

The audio and visual system at the NBCCC is outdated and at the end of its life. Many events held at the NBCCC require the use of the audio/visual system and the system has become unreliable and faulty. Upgrades are required to bring the system up to date and more reliable for the continued use of customers renting and utilizing the spaces.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The FY 2026 Capital Budget for the Civic and Convention Center Fund includes sufficient funding to support the initiative described above.

RECOMMENDATION:

Staff recommends approval of this expenditure to complete the audio and visual upgrades at the New Braunfels Civic and Convention Center.

REVISED September 18, 2025

Mr. David Oliver
City of New Braunfels
424 South Castell Avenue
New Braunfels, TX 78130

RE: Civic Center Audio and Control-Ballroom

Dear Mr. Oliver:

Ford Audio-Video Systems, LLC (Ford) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

- A. Introduction
- B. Description of Work and Responsibilities
- C. Installation Schedule
- D. Equipment List
- E. Cost Summary and Terms
- F. Guarantees and Limitations of Warranty
- G. Training and Documentation
- H. Building Construction and Installation
- I. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other: in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford and utilizes Ford Audio-Video Systems, LLC's **DIR Contract #DIR-CPO-5054**. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford. Please let us know if any questions arise. We look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

FORD AUDIO-VIDEO SYSTEMS, LLC

Wendell Tankersley

Wendell Tankersley
Account Manager

Kevin Wilson
Division Manager

Voice: 210-446-2294
Email: tankw@fordav.com
Website: www.fordav.com

Proposal
For
City of New Braunfels, New Braunfels, TX

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford shall provide and install the following systems for New Braunfels Convention Center of New Braunfels, Texas (Customer) in their remodel project:

1. BALLROOM

a. EQUIPMENT RACK

- 1) One (1) existing OFE rack (02) shall be utilized to house the AV equipment for the audio upgrade.
- 2) Two (2) power supply units (PSU) shall be provided and installed in OFE rack 02 to provide power to AV equipment.

b. AUDIO SYSTEM

- 1) One (1) digital signal processor (DSP) shall be provided and installed in rack 06 for audio signal routing, equalization, feedback suppression, echo cancellation, compression, system control as needed for all Ballroom upgraded audio.
- 2) Five (5) 4-input mic-line expanders shall be provided and installed in rack 02 to provide increased mic-line inputs to the audio system.
- 3) Two (2) 4-output mic-line expanders shall be provided and installed in the rack 02 to provide increased mic-line outputs to the audio system.
- 4) Existing OFE equipment that is not being replaced shall be integrated into the upgraded audio system.
- 5) Existing OFE equipment being replaced shall be removed and turned over to the Customer.

c. CONTROL SYSTEM

- 1) One (1) 12-port PoE+ switch shall be provided and installed in rack 02 to provide power and manage communication between the system components.
- 2) One (1) 4-circuit relay expanders shall be provided and installed in the equipment rack to provide networked connectivity for the system.
- 3) One (1) 4-port control expander shall be provided and installed in the equipment rack to provide serial connectivity for the system,
- 4) Two (2) transceivers shall be provided and installed in the network switch in rack 02 to accommodate DSP connectivity throughout the audio system.
- 5) Two (2) 7" system control touch panels shall be provided and wall-mounted to replace existing control panels and programmed to provide the same system functionality.

2. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford is accurate and responsive in the event of questions or problems that may arise during installation.
- b. When the Customer's IT network is to be the interface for the operation of AV and control systems, the network must be fully operational at the time of Ford's arrival at the job site for installation. Failure to provide a fully operational network(s) could delay the installation and require a change order for completion.
- c. The Customer shall clear the rooms involved in the installation of all activities during the period of installation. Ford will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.

Ford reserves the right to modify payment terms of this Agreement if equipment is ordered and received by Ford for this project and the project is delayed, postponed, or canceled, for any reason. Ford will invoice the Customer for the equipment that has been received, or any custom ordered items, based on pricing established in this Agreement.

- d. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free, and air-conditioned environment that is secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford to the job site.
- e. Electrical Power

Electrical power which is required to be installed or conduit systems which are required to support the audio/video systems, are the responsibility of the Customer, at their expense to provide, unless otherwise noted.

- f. All existing or Customer provided conduit and raceway must be in good condition for use and be sized appropriately for the requirements of the project.
 - g. Providing and preparing adequate space for the location of all equipment included in the system is the responsibility of the Customer.
 - h. It is Customer's responsibility for making level surfaces under consoles, equipment, and racks.
 - i. When AV equipment is installed in a finished ceiling or wall, the Customer is responsible for the refinishing.
 - j. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video, and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.
 - k. The Customer is responsible for the installation and registration of all software on OFE computers. Ford will provide the Customer with the system requirements for Ford provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.
 - l. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford installation personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the project.
 - m. Ford is not licensed for and does not perform any electrical, structural, or mechanical engineering; in addition, Ford does not provide carpentry, painting, masonry, ceiling, or carpet laying work.
 - n. The Customer shall advise Ford in writing prior to signing a contract agreement regarding the existence of asbestos in any area that Ford may be required to work. The Ford safety policy does not allow any employee to perform work if any asbestos hazard exists. If asbestos is detected, Ford employees will be removed from the location until the location can be made safe in compliance with OSHA standard (1926.1101). Any incurred expenses related to the stoppage of work will be the responsibility of the Customer.
4. FORD SHALL BE RESPONSIBLE FOR:
- a. Providing line drawings for systems and equipment manuals electronically at no cost

- b. Fabrication and installation of audio/video systems
- c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio, video, and control systems
- d. Installation of low voltage audio and video wiring for systems
- e. Electronic testing of audio systems
- f. Tuning of audio processors
- g. Testing and alignment of video systems
- h. Training
- i. Warranty service
- j. Providing as-built drawings with wire numbers and labels

C. INSTALLATION SCHEDULE

1. Ford will provide system drawings, purchase and fabricate equipment, program control software, and do in-shop testing. The in-shop work will take approximately ten (10) to twelve (12) weeks prior to the beginning of the actual installation at the Customer's facility. Ford estimates the actual on-site installation, test out, and commissioning of this project will take six (6) days. The total time required to complete the project is approximately fourteen (14) weeks from agreement execution.

The completion of Ford's work depends upon the facility being secure, dust-free, air-conditioned, and quiet. Due to the ongoing delays in the equipment supply chain, delays in the scheduled installation of AV systems can occur. Ford will keep you informed if scheduling changes become necessary.

2. For Ford to meet the above completion schedule, it is important the Customer warrants there are no interruptions in the availability of the job site for Ford to perform its work. Additionally, a failure of the Customer to respond timely to Ford's written requests for information or Customer-approval of submittals will delay the project. Ford schedules its workforce weeks in advance in order to meet installation completion dates. The Customer shall notify Ford's Project Manager in the event the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

D. EQUIPMENT LIST

BALLROOM - RACK/POWER/ACCESSORIES (DIR CONTRACT #DIR-CPO-5054)

Quantity	Description	Price	Extension
100.00	WEST.224 WIRE,2C,#18,PVC	.12	12.00
300.00	WEST.254236F-BK 4PR,23G,SHLD,CAT6 CMP	.66	198.00
1,000.00	WEST.WP9W045T FIBE.6F 8/125UM SM IN/OUT OFNP	.26	260.00
	Sub Total		470.00

BALLROOM – AUDIO (DIR CONTRACT #DIR-CPO-5054)

Quantity	Description	Price	Extension
2.00	QSC.QIO-PSU POWER SUPPLY TO SUPPORT 4 QIO	149.00	298.00
2.00	QSC.QIO-L40 Q-SYS PERIPHERAL 4 LINE OUTPUT	450.00	900.00
5.00	QSC.QIO-ML4I Q-SYS PERI 4MIC/LINE INPUTS	587.00	2,935.00
2.00	QSC.QIO-RMK 1U 19" RACK MOUNT TRAY AND PAN	149.00	298.00
1.00	QSC.SERVERCORX1 256X256 64 AEC AUDIO DSP	6,488.00	6,488.00
2.00	NETG.AXM761 PROSAFE 10GBASE-SR SFP +LC	400.00	800.00
1.00	NETG.GSM4212P10 12PORT,MANG,M4250-10GPOE+	761.00	761.00
Sub Total			12,480.00

BALLROOM – CONTROL (DIR CONTRACT #DIR-CPO-5054)

Quantity	Description	Price	Extension
1.00	QSC.QIO-PSU POWER SUPPLY TO SUPPORT 4 QIO	149.00	149.00
1.00	QSC.QIO-RMK 1U 19" RACK MOUNT TRAY AND PAN	149.00	149.00
1.00	QSC.QIO-LVR4 4-RELAY LVCC, QSYS CTRL EXPNS	420.00	420.00
1.00	QSC.QIO-S4 3 PORT RS-232 EXPANDER	366.00	366.00
2.00	QSC.TSC-70-G3 DISP.TOU,CONTROL,7",POE	1,500.00	3,000.00
Sub Total			4,084.00

BALLROOM - NON-CONTRACT

Quantity	Description	Price	Extension
10.00	CABLES & CONNECTORS	33.00	330.00
10.00	DATA PANELS & CABLES	40.00	400.00
6.00	FIBER PANELS & CABLES	120.00	720.00
7.00	MOUNTING HARDWARE	33.00	231.00
10.00	RACK HARDWARE	19.00	190.00
5.00	WIRE MANAGEMENT	33.00	165.00
Sub Total			2,036.00

INTEGRATION SERVICES (DIR CONTRACT #DIR-CPO-5054)

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY	30,461.44	30,461.44
		Sub Total	30,461.44
		Merchandise:	19,070.00
		Integration:	30,461.44
		Other:	.00
		Freight:	.00
		Sales Tax:	.00
		Total Amount:	49,531.44

E. COST SUMMARY AND TERMS

PROPOSED TOTAL: \$49,531.44

TARIFFS: Ford is receiving regular notifications of material cost increases due to tariffs on products manufactured in other countries and shipped to the United States. All known tariffs have been accounted for in the pricing of this proposal.

If additional tariffs are imposed on any goods in this proposal after the delivery of this proposal to the Customer, the Customer will be responsible for the increased cost of affected goods. Conversely, if any tariffs are removed, the corresponding cost reduction will be passed on to the Customer. Agreement cost increases or decreases will be amended to the contract amount with a contract change order.

TAXES: No taxes have been included in the project 'Total Amount,' unless specifically shown on the 'Sales Tax' line. All taxes are the responsibility of the Customer. If a tax is charged to Ford, the Customer will be responsible for reimbursing Ford for the cost.

TERMS: The Customer shall issue a purchase order in accordance with the terms and conditions of the **DIR Contract #DIR-CPO-5054**.

Ford will invoice 100% upon completion.

All invoices are due Net 30.

Cooperative agreement fees are inclusive of the price listed above.

COMMENCEMENT OF WORK:

Ford must receive the enclosed contract signed by the Customer and/or a Customer provided and Ford approved purchase order that specifically accepts and includes ALL terms and conditions outlined in this proposal, along with any payment terms and provisions included in this proposal before the agreement will be considered fully accepted and executed by Ford. Receipt of the above-mentioned documents and payments is a condition precedent to Ford's obligation to perform any work contemplated under this contract, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford within the terms above, Ford reserves the right to stop work on the project until all payments are received by Ford in accordance with the terms.

CREDIT: This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance.

CHANGES: Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford and are subject to the credit terms of this Agreement.

NON-SOLICITATION:

The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

a. Equipment will be new, unless noted otherwise.

2. STANDARD WARRANTY

a. Equipment and installation provided by Ford in this proposal will be free of defects and will be repaired or replaced, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.

b. Equipment and materials provided by Ford that were manufactured by other companies will be warranted under the warranty terms of the original manufacturer.

c. The warranty does not include or cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).

- d. The warranty does not cover the updating of firmware in any device.
- e. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "dropouts", distortion, and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and television broadcasts, cell phones, and computer wireless networks, is probable, and should be expected.
- f. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.
- g. Systems installed by Ford use network protocols to transmit content and data for audio, video, and control. Any modifications to the network, including, but not limited to, firmware updates, readdressing endpoints, or changes in hardware, including replacing audio, video, and control components, can cause the systems to fail. Failures, such as the ones listed, are not warranty issues and therefore not covered under the Ford warranty described herein.
- h. The term "Software" as used in this document includes all editable source files, un-editable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

Unless otherwise expressly agreed in writing, all Software created by Ford remains the property of Ford, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company without prior approval from Ford.
- i. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- j. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system, or changes to the Software performed by personnel not authorized by Ford during the warranty period. Doing so will invalidate the warranty.
- k. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.

3. OWNER-FURNISHED EQUIPMENT (OFE):

- a. Ford's intent is to provide a complete system including all equipment. In some cases, the Customer may own equipment which they desire to be included with the installation. Ford identifies this as OFE.
- b. The use of OFE is solely for the convenience of the Customer and is not included in the warranty or guarantee provided.
- c. Ford shall take reasonable care in handling OFE and install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system. Ford reserves the right to accept or reject OFE based on the equipment's service record, or lack thereof, poor condition, or out of date software/firmware. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
- d. In the event that OFE does not function properly, Ford shall notify the Customer to determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.
- e. The existing equipment, removed as a courtesy by Ford, that is not being reused, shall be handed over to the Customer. Ford is not responsible for the existing equipment or its condition when received by the Customer.

G. TRAINING AND DOCUMENTATION

1. TRAINING INCLUDED:

- a. Ford will host a training session near the completion of installation. All system users and interested people should attend this training so that all questions can be answered during this training.
- b. During the training, if requested, Ford personnel will attend the initial first use of the system and assist the Customer's operators and users in the operation of the Ford-installed system.
- c. Ford shall provide a training agenda for scheduled training.
- d. Ford shall provide a quick start guide (QSG) for each room type. The QSG is a generic, brief description of how to operate the system. One (1) copy of a laminated document, for each room type, shall be provided to the Customer.

2. ADVANCED TRAINING - OPTIONAL:

Ford is committed to providing the highest quality and most modern training experience possible to its Customers. In addition to the training included with this project, for an additional fee, Ford offers multiple, customizable options to fit the needs of any Customer. The possible programs include:

- a. Ford shall supply a training video consisting of a visual tutorial or tutorials, if multiple room type videos are purchased, that will explain how to operate specific AV systems. This training tutorial, narrated by a Ford trainer, is a self-paced, always-available, online video, viewable on any mobile device which gives the learner a step-by-step process on how to use the technology.
- b. In consultation with the Customer, Ford will develop and execute a custom curriculum and curriculum schedule.
- c. Ford will provide in-person presentation(s), as needed, including presentation materials such as PowerPoint or Prezi presentation.
- d. Ford will develop a custom Orientation & Operations Handbook, which shall include detailed, user-friendly information on solutions, functionality, troubleshooting, curriculum, and other useful reference materials.
- e. The Ford Training Center also highly recommends follow-up training sessions six months to a year following the initial session(s) to ensure that all concepts are anchored and being employed by each user as well as providing opportunities for new employees to receive the same level and style of training existing employees received. The Ford Training Center will work with customers to develop a long-term training strategy and/or ongoing training curriculum.
- f. Additional materials include documents in electronic format, additional hard and/or laminated copies of Quick-Start Guides and Orientation & Operations Handbooks, as well as digital copies of these curriculum materials.
- g. All training curriculum and components will be developed and executed by a Ford Master Trainer.
- h. The components of the optional training are to be determined by the Customer, Account Manager, and Ford Master Trainer to meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.
- i. Please contact Ford to receive a customized price quote on the Advanced Training Program option.

H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

1. VISUAL INSPECTION:

- a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

2. EXISTING CONDITIONS:

a. Acoustics and Noise

In facilities where Ford is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

- 1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing, or other mechanical systems in the building. In general, Ford recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.
- 2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, Ford recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.
- 3) Ford is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

3. Vibrations caused by HVAC units, pumps, environmental issues (loud adjacent spaces, traffic, airplanes, etc.), or general construction materials and methods, can cause unwanted audio intelligibility issues and image issues with cameras, video projectors, flat panel displays, and direct view LED video wall walls. Issues such as these typically require specialized engineers and contractors and are not the responsibility of Ford.

I. ACCEPTANCE

1. The Customer's personnel will be notified by Ford upon completion of the installation.
2. Demonstration of system performance will be during the training session.
3. Participants at the performance demonstration shall include personnel representing Ford and personnel representing City of New Braunfels who are authorized to accept the system as complete and make final payment.

This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 210-446-2294.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Wendell Tankersley

Wendell Tankersley
Account Manager

Voice: 210-446-2294
E-mail: tankw@fordav.com
Website: www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

CITY OF NEW BRAUNFELS

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that City of New Braunfels and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of \$49,531.44, for the purchase and installation of equipment and services described in the attached proposal.

Add Year 2 only Extended Warranty: \$2,704.00 _____
Customer Accepts

OR

Add Year 2 & 3 Extended Warranty: \$5,435.00 _____
Customer Accepts

City of New Braunfels and Ford Audio-Video Systems, LLC, by and through their respective signatories to the Agreement, each represent to the other that they are authorized to enter into this Agreement.

The Customer acknowledges tariffs may be incurred after presentation of this Proposal and prior to delivery of the products into the United States. If additional tariffs are charged to products in this Proposal prior to Ford receiving the products for installation the Customer is responsible for the tariff cost.

Both parties agree to abide by the terms and conditions of this Agreement.

FORD AUDIO-VIDEO SYSTEMS, LLC

CITY OF NEW BRAUNFELS

Wendell Tankersley
Account Manager

Authorized Signature

Kevin Wilson
Division Manager

Printed Name and Title

Date

Date

REVISED September 18, 2025

Mr. David Oliver
City of New Braunfels
424 South Castell Avenue
New Braunfels, TX 78130

RE: Exhibit Hall Audio Upgrades

Dear Mr. Oliver:

Ford Audio-Video Systems, LLC (Ford) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

- A. Introduction
- B. Description of Work and Responsibilities
- C. Installation Schedule
- D. Equipment List
- E. Cost Summary and Terms
- F. Guarantees and Limitations of Warranty
- G. Training and Documentation
- H. Building Construction and Installation
- I. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other: in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford and utilizes Ford Audio-Video Systems, LLC's **DIR Contract #DIR-CPO-5054**. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford. Please let us know if any questions arise. We look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Wendell Tankersley

Wendell Tankersley
Account Manager

Voice: 210-446-2294
Email: tankw@fordav.com
Website: www.fordav.com

FORD AUDIO-VIDEO SYSTEMS, LLC

Kevin Wilson
Division Manager

Proposal

For

City of New Braunfels, New Braunfels, TX

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford shall provide and install the following systems for the New Braunfels Convention Center of New Braunfels, Texas (Customer) in their remodel project:

1. EXHIBIT HALL

a. EQUIPMENT RACK

- 1) Two (2) existing owner furnished equipment (OFE) racks (06 and 03) shall be utilized to house the AV equipment for the audio upgrade.
- 2) Four (4) power supply units (PSU) shall be provided and installed in rack 06 to provide power to AV equipment.

b. AUDIO SYSTEM

- 1) One (1) digital signal processor (DSP) shall be provided and installed in rack 06 for audio signal routing, equalization, feedback suppression, echo cancellation, compression, and control processing as needed for all Convention Center upgraded audio.
- 2) Eight (8) 4-input mic-line expanders shall be provided and installed in rack 06 to provide increased mic-line inputs to the audio system.
- 3) Five (5) 4-output mic-line expanders shall be provided and installed in the rack 06 to provide increased mic-line outputs to the audio system.
- 4) Existing OFE equipment that is not being replaced shall be integrated into the upgraded audio system.
- 5) Existing OFE equipment being replaced shall be removed and turned over to the Customer.

c. CONTROL SYSTEM

- 1) One (1) 12-port PoE+ switch shall be provided and installed in rack 06 to provide power and manage communication between the system components.
- 2) Two (2) 4-circuit relay expanders shall be provided and installed in the equipment rack to provide networked connectivity for the system.
- 3) One (1) 4-port control expander shall be provided and installed in the equipment rack to provide serial connectivity for the system,
- 4) Two (2) transceivers shall be provided and installed in the network switch in rack 06 to accommodate DSP connectivity throughout the audio system.
- 5) Two (2) 7" system control touch panels shall be provided and wall-mounted to replace existing control panels and programmed to provide the same system functionality.

2. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford is accurate and responsive in the event of questions or problems that may arise during installation.
- b. The Customer Representative, or their designee, must be available to review the *User Interface* (UI) submittal, provided by Ford. Review and approval in a timely manner is important to project execution and completion. Two (2) design reviews and revisions are included in this proposal. Additional revisions or failure to return the UI submittal within seven (7) business days of receipt, may result in a change order requiring additional funds to complete the project.
- c. When the Customer's IT network is to be the interface for the operation of AV and control systems, the network must be fully operational at the time of Ford's arrival at the job site for installation. Failure to provide a fully operational network(s) could delay the installation and require a change order for completion.
- d. The Customer shall clear the rooms involved in the installation of all activities during the period of installation. Ford will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.

Ford reserves the right to modify payment terms of this Agreement if equipment is ordered and received by Ford for this project and the project is delayed, postponed, or canceled, for any reason. Ford will invoice the Customer for the equipment that has been received, or any custom ordered items, based on pricing established in this Agreement.

- e. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free, and air-conditioned environment that is

secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford to the job site.

f. Electrical Power

Electrical power which is required to be installed or conduit systems which are required to support the audio/video systems, are the responsibility of the Customer, at their expense to provide, unless otherwise noted.

g. All existing or Customer provided conduit and raceway must be in good condition for use and be sized appropriately for the requirements of the project.

h. Providing and preparing adequate space for the location of all equipment included in the system is the responsibility of the Customer.

i. It is Customer's responsibility for making level surfaces under consoles, equipment, and racks.

j. When AV equipment is installed in a finished ceiling or wall, the Customer is responsible for the refinishing.

k. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video, and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.

l. The Customer is responsible for the installation and registration of all software on OFE computers. Ford will provide the Customer with the system requirements for Ford provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.

m. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford installation personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the project.

n. Ford is not licensed for and does not perform any electrical, structural, or mechanical engineering; in addition, Ford does not provide carpentry, painting, masonry, ceiling, or carpet laying work.

o. The Customer shall advise Ford in writing prior to signing a contract agreement regarding the existence of asbestos in any area that Ford may be required to work. The Ford safety policy does not allow any employee to perform work if any asbestos hazard exists. If asbestos is detected, Ford employees will be removed from the location until the location

can be made safe in compliance with OSHA standard (1926.1101). Any incurred expenses related to the stoppage of work will be the responsibility of the Customer.

4. FORD SHALL BE RESPONSIBLE FOR:

- a. Providing line drawings for systems and equipment manuals electronically at no cost
- b. Fabrication and installation of audio/ video systems
- c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio, video, and control systems
- d. Installation of low voltage audio and video wiring for systems
- e. Electronic testing of audio systems
- f. Tuning of audio processors
- g. Testing and alignment of video systems
- h. Training
- i. Warranty service
- j. Providing as-built drawings with wire numbers and labels

C. INSTALLATION SCHEDULE

1. Ford will provide system drawings, purchase and fabricate equipment, program control software, and do in-shop testing. The in-shop work will take approximately ten (10) to twelve (12) weeks prior to the beginning of the actual installation at the Customer's facility. Ford estimates the actual on-site installation, test out, and commissioning of this project will take six (6) days. The total time required to complete the project is approximately fourteen (14) weeks from agreement execution.

The completion of Ford's work depends upon the facility being secure, dust-free, air-conditioned, and quiet. Due to the ongoing delays in the equipment supply chain, delays in the scheduled installation of AV systems can occur. Ford will keep you informed if scheduling changes become necessary.

2. For Ford to meet the above completion schedule, it is important the Customer warrants there are no interruptions in the availability of the job site for Ford to perform its work. Additionally, a failure of the Customer to respond timely to Ford's written requests for information or Customer-approval of submittals will delay the project. Ford schedules its workforce weeks in advance in order to meet installation completion dates. The Customer shall notify Ford's Project Manager in the event the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

D. EQUIPMENT LIST

EXHIBIT HALL - RACK/POWER/ACCESSORIES (DIR CONTRACT #DIR-CPO-5054)

Quantity	Description	Price	Extension
100.00	WEST.224 WIRE,2C,#18,PVC	.12	12.00
300.00	WEST.254236F-BK 4PR,23G,SHLD,CAT6 CMP	.66	198.00
1,000.00	WEST.WP9W045T FIBE.6F 8/125UM SM IN/OUT OFNP	.26	260.00
Sub Total			470.00

EXHIBIT HALL – AUDIO (DIR CONTRACT #DIR-CPO-5054)

Quantity	Description	Price	Extension
4.00	QSC.QIO-PSU POWER SUPPLY TO SUPPORT 4 QIO	149.00	596.00
5.00	QSC.QIO-L40 Q-SYS PERIPHERAL 4 LINE OUTPUT	450.00	2,250.00
8.00	QSC.QIO-ML4I Q-SYS PERI 4MIC/LINE INPUTS	587.00	4,696.00
4.00	QSC.QIO-RMK 1U 19" RACK MOUNT TRAY AND PAN	149.00	596.00
1.00	QSC.SERVERCORX1 256X256 64 AEC AUDIO DSP	6,488.00	6,488.00
2.00	NETG.AXM761 PROSAFE 10GBASE-SR SFP +LC	400.00	800.00
1.00	NETG.GSM4212P10 12PORT,MANG,M4250-10GPOE+	761.00	761.00
Sub Total			16,187.00

EXHIBIT HALL – CONTROL (DIR CONTRACT #DIR-CPO-5054)

Quantity	Description	Price	Extension
1.00	QSC.QIO-PSU POWER SUPPLY TO SUPPORT 4 QIO	149.00	149.00
1.00	QSC.QIO-RMK 1U 19" RACK MOUNT TRAY AND PAN	149.00	149.00
2.00	QSC.QIO-LVR4 4-RELAY LVCC, QSYS CTRL EXPNS	420.00	840.00
1.00	QSC.QIO-S4 3 PORT RS-232 EXPANDER	366.00	366.00
2.00	QSC.TSC-70-G3 DISP.TOU,CONTROL,7",POE	1,500.00	3,000.00
Sub Total			4,504.00

EXHIBIT HALL - NON-CONTRACT

Quantity	Description	Price	Extension
13.00	CABLES & CONNECTORS	33.00	429.00
10.00	DATA PANELS & CABLES	40.00	400.00
6.00	FIBER PANELS & CABLES	120.00	720.00
8.00	MOUNTING HARDWARE	33.00	264.00
10.00	RACK HARDWARE	19.00	190.00
6.00	WIRE MANAGEMENT	33.00	198.00
Sub Total			2,201.00

INTEGRATION SERVICES (DIR CONTRACT #DIR-CPO-5054)

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY	32,862.50	32,862.50
		Sub Total	32,862.50
		Merchandise:	23,362.00
		Integration:	32,862.50
		Other:	.00
		Freight:	.00
		Sales Tax:	.00
		Total Amount:	56,224.50

E. COST SUMMARY AND TERMS

PROPOSED TOTAL: \$56,224.50

TARIFFS: Ford is receiving regular notifications of material cost increases due to tariffs on products manufactured in other countries and shipped to the United States. All known tariffs have been accounted for in the pricing of this proposal.

If additional tariffs are imposed on any goods in this proposal after the delivery of this proposal to the Customer, the Customer will be responsible for the increased cost of affected goods. Conversely, if any tariffs are removed, the corresponding cost reduction will be passed on to the Customer. Agreement cost increases or decreases will be amended to the contract amount with a contract change order.

TAXES: No taxes have been included in the project 'Total Amount,' unless specifically shown on the 'Sales Tax' line. All taxes are the responsibility of the Customer. If a tax is charged to Ford, the Customer will be responsible for reimbursing Ford for the cost.

TERMS: The Customer shall issue a purchase order in accordance with the terms and conditions of the **DIR Contract #DIR-CPO-5054**.

Ford will invoice 100% upon completion.

All invoices are due Net 30.

Cooperative agreement fees are inclusive of the price listed above.

EXTENDED WARRANTY:

In addition to Ford's Standard Warranty, Ford offers a two and three-year extended warranty on the equipment and installation provided by Ford. The same warranty

CREDIT: This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance.

CHANGES: Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford and are subject to the credit terms of this Agreement.

NON-SOLICITATION:

The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

a. Equipment will be new, unless noted otherwise.

2. STANDARD WARRANTY

a. Equipment and installation provided by Ford in this proposal will be free of defects and will be repaired or replaced, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.

b. Equipment and materials provided by Ford that were manufactured by other companies will be warranted under the warranty terms of the original manufacturer.

c. The warranty does not include or cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).

d. The warranty does not cover the updating of firmware in any device.

e. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "dropouts", distortion, and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and television broadcasts, cell phones, and computer wireless networks, is probable, and should be expected.

f. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control

signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.

- g. Systems installed by Ford use network protocols to transmit content and data for audio, video, and control. Any modifications to the network, including, but not limited to, firmware updates, readdressing endpoints, or changes in hardware, including replacing audio, video, and control components, can cause the systems to fail. Failures, such as the ones listed, are not warranty issues and therefore not covered under the Ford warranty described herein.
- h. The term "Software" as used in this document includes all editable source files, un-editable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

Unless otherwise expressly agreed in writing, all Software created by Ford remains the property of Ford, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company without prior approval from Ford.

- i. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- j. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system, or changes to the Software performed by personnel not authorized by Ford during the warranty period. Doing so will invalidate the warranty.
- k. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.

3. OWNER-FURNISHED EQUIPMENT (OFE):

- a. Ford's intent is to provide a complete system including all equipment. In some cases, the Customer may own equipment which they desire to be included with the installation. Ford identifies this as OFE.
- b. The use of OFE is solely for the convenience of the Customer and is not included in the warranty or guarantee provided.
- c. Ford shall take reasonable care in handling OFE and install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system. Ford reserves the right to accept or reject OFE based on the equipment's service record, or lack

thereof, poor condition, or out of date software/firmware. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.

- d. In the event that OFE does not function properly, Ford shall notify the Customer to determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.
- e. The existing equipment, removed as a courtesy by Ford, that is not being reused, shall be handed over to the Customer. Ford is not responsible for the existing equipment or its condition when received by the Customer.

G. TRAINING AND DOCUMENTATION

1. TRAINING INCLUDED:

- a. Ford will host a training session near the completion of installation. All system users and interested people should attend this training so that all questions can be answered during this training.
- b. During the training, if requested, Ford personnel will attend the initial first use of the system and assist the Customer's operators and users in the operation of the Ford-installed system.
- c. Ford shall provide a training agenda for scheduled training.
- d. Ford shall provide a quick start guide (QSG) for each room type. The QSG is a generic, brief description of how to operate the system. One (1) copy of a laminated document, for each room type, shall be provided to the Customer.

2. ADVANCED TRAINING - OPTIONAL:

Ford is committed to providing the highest quality and most modern training experience possible to its Customers. In addition to the training included with this project, for an additional fee, Ford offers multiple, customizable options to fit the needs of any Customer. The possible programs include:

- a. Ford shall supply a training video consisting of a visual tutorial or tutorials, if multiple room type videos are purchased, that will explain how to operate specific AV systems. This training tutorial, narrated by a Ford trainer, is a self-paced, always-available, online video, viewable on any mobile device which gives the learner a step-by-step process on how to use the technology.
- b. In consultation with the Customer, Ford will develop and execute a custom curriculum and curriculum schedule.
- c. Ford will provide in-person presentation(s), as needed, including presentation materials such as PowerPoint or Prezi presentation.

- d. Ford will develop a custom Orientation & Operations Handbook, which shall include detailed, user-friendly information on solutions, functionality, troubleshooting, curriculum, and other useful reference materials.
- e. The Ford Training Center also highly recommends follow-up training sessions six months to a year following the initial session(s) to ensure that all concepts are anchored and being employed by each user as well as providing opportunities for new employees to receive the same level and style of training existing employees received. The Ford Training Center will work with customers to develop a long-term training strategy and/or ongoing training curriculum.
- f. Additional materials include documents in electronic format, additional hard and/or laminated copies of Quick-Start Guides and Orientation & Operations Handbooks, as well as digital copies of these curriculum materials.
- g. All training curriculum and components will be developed and executed by a Ford Master Trainer.
- h. The components of the optional training are to be determined by the Customer, Account Manager, and Ford Master Trainer to meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.
- i. Please contact Ford to receive a customized price quote on the Advanced Training Program option.

H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

1. VISUAL INSPECTION:

- a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

2. EXISTING CONDITIONS:

- a. Acoustics and Noise

In facilities where Ford is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

- 1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing, or other mechanical systems in the building. In general, Ford recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.

- 2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, Ford recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.
 - 3) Ford is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.
3. Vibrations caused by HVAC units, pumps, environmental issues (loud adjacent spaces, traffic, airplanes, etc.), or general construction materials and methods, can cause unwanted audio intelligibility issues and image issues with cameras, video projectors, flat panel displays, and direct view LED video wall walls. Issues such as these typically require specialized engineers and contractors and are not the responsibility of Ford.

I. ACCEPTANCE

1. The Customer's personnel will be notified by Ford upon completion of the installation.
2. Demonstration of system performance will be during the training session.
3. Participants at the performance demonstration shall include personnel representing Ford and personnel representing City of New Braunfels who are authorized to accept the system as complete and make final payment.

This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 210-446-2294.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Wendell Tankersley

Wendell Tankersley
Account Manager

Voice: 210-446-2294
E-mail: tankw@fordav.com
Website: www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

CITY OF NEW BRAUNFELS

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that City of New Braunfels and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of \$56,224.50, for the purchase and installation of equipment and services described in the attached proposal.

Add Year 2 only Extended Warranty: \$3,073.00 _____
Customer Accepts

OR

Add Year 2 & 3 Extended Warranty: \$6,227.00 _____
Customer Accepts

City of New Braunfels and Ford Audio-Video Systems, LLC, by and through their respective signatories to the Agreement, each represent to the other that they are authorized to enter into this Agreement.

The Customer acknowledges tariffs may be incurred after presentation of this Proposal and prior to delivery of the products into the United States. If additional tariffs are charged to products in this Proposal prior to Ford receiving the products for installation the Customer is responsible for the tariff cost.

Both parties agree to abide by the terms and conditions of this Agreement.

FORD AUDIO-VIDEO SYSTEMS, LLC

CITY OF NEW BRAUNFELS

Wendell Tankersley
Account Manager

Authorized Signature

Kevin Wilson
Division Manager

Printed Name and Title

Date

Date

REVISED September 18, 2025

Mr. David Oliver
City of New Braunfels
424 South Castell Avenue
New Braunfels, TX 78130

RE: Civic Center Meeting Room Audio and Control

Dear Mr. Oliver:

Ford Audio-Video Systems, LLC (Ford) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

- A. Introduction
- B. Description of Work and Responsibilities
- C. Installation Schedule
- D. Equipment List
- E. Cost Summary and Terms
- F. Guarantees and Limitations of Warranty
- G. Training and Documentation
- H. Building Construction and Installation
- I. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other: in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford and utilizes Ford Audio-Video Systems, LLC's **DIR Contract #DIR-CPO-5054**. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford. Please let us know if any questions arise. We look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

FORD AUDIO-VIDEO SYSTEMS, LLC

Wendell Tankersley

Wendell Tankersley
Account Manager

Kevin Wilson
Division Manager

Voice: 210-446-2294
Email: tankw@fordav.com
Website: www.fordav.com

Proposal

For

City of New Braunfels, New Braunfels, TX

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford shall provide and install the following systems for the New Braunfels Convention Center of New Braunfels, Texas (Customer) in their remodel project:

1. MEETING ROOMS

a. EQUIPMENT RACK

- 1) Two (2) existing OFE racks (05 and 04) shall be utilized to house the AV equipment for the audio upgrade.
- 2) Four (4) power supply units (PSU) shall be provided and installed in O rack 05 to provide power to AV equipment.

b. AUDIO SYSTEM

- 1) One (1) digital signal processor (DSP) shall be provided and installed in rack 04 (or 05) for audio signal routing, equalization, feedback suppression, echo cancellation, and compression as needed for all Convention Center upgraded audio.
- 2) Eight (8) 4-input mic-line expanders shall be provided and installed in rack 05 to provide increased mic-line inputs to the audio system.
- 3) Five (5) 4-output mic-line expanders shall be provided and installed in rack 05 to provide increased mic-line outputs to the audio system.
- 4) Existing OFE equipment that is not being replaced shall be integrated into the upgraded audio system.
- 5) Existing OFE equipment being replaced shall be removed and turned over to the Customer.

c. CONTROL SYSTEM

- 1) One (1) 12-port PoE+ switch shall be provided and installed in rack 05 to provide power and manage communication between the system components.
- 2) One (1) 4-circuit relay expanders shall be provided and installed in the equipment rack to provide networked connectivity for the system.
- 3) One (1) 4-port control expander shall be provided and installed in the equipment rack to provide serial connectivity for the system,
- 4) One (1) GPIO (General Purpose I/O) 8 input x 8 output expander will be provided and installed to provide non-network control device connectivity for the system.
- 3) Two (2) transceivers shall be provided and installed in the network switch in rack 05 to accommodate DSP connectivity throughout the audio system.
- 5) Five (5) 7" system control touch panels shall be provided and wall-mounted to replace existing control panels and programmed to provide the same system functionality.
- 6) One (1) 75 watt regulated power supply will be provided and installed in the equipment rack to power the partition sensors for the meeting rooms.

2. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford is accurate and responsive in the event of questions or problems that may arise during installation.
- b. When the Customer's IT network is to be the interface for the operation of AV and control systems, the network must be fully operational at the time of Ford's arrival at the job site for installation. Failure to provide a fully operational network(s) could delay the installation and require a change order for completion.
- c. The Customer shall clear the rooms involved in the installation of all activities during the period of installation. Ford will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.

Ford reserves the right to modify payment terms of this Agreement if equipment is ordered and received by Ford for this project and the project is delayed, postponed, or canceled, for any reason. Ford will invoice the Customer for the equipment that has been received, or any custom ordered items, based on pricing established in this Agreement.

- d. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free, and air-conditioned environment that is secure

and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford to the job site.

e. Electrical Power

Electrical power which is required to be installed or conduit systems which are required to support the audio/video systems, are the responsibility of the Customer, at their expense to provide, unless otherwise noted.

f. All existing or Customer provided conduit and raceway must be in good condition for use and be sized appropriately for the requirements of the project.

g. Providing and preparing adequate space for the location of all equipment included in the system is the responsibility of the Customer.

h. It is Customer's responsibility for making level surfaces under consoles, equipment, and racks.

i. When AV equipment is installed in a finished ceiling or wall, the Customer is responsible for the refinishing.

j. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video, and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.

k. The Customer is responsible for the installation and registration of all software on OFE computers. Ford will provide the Customer with the system requirements for Ford provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.

l. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford installation personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the project.

m. Ford is not licensed for and does not perform any electrical, structural, or mechanical engineering; in addition, Ford does not provide carpentry, painting, masonry, ceiling, or carpet laying work.

n. The Customer shall advise Ford in writing prior to signing a contract agreement regarding the existence of asbestos in any area that Ford may be required to work. The Ford safety policy does not allow any employee to perform work if any asbestos hazard exists. If asbestos is detected, Ford employees will be removed from the location until the location can be made safe in compliance with OSHA standard (1926.1101). Any incurred expenses related to the stoppage of work will be the responsibility of the Customer.

4. FORD SHALL BE RESPONSIBLE FOR:

- a. Providing line drawings for systems and equipment manuals electronically at no cost
- b. Fabrication and installation of audio/video systems
- c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio, video, and control systems
- d. Installation of low voltage audio and video wiring for systems
- e. Electronic testing of audio systems
- f. Tuning of audio processors
- g. Testing and alignment of video systems
- h. Training
- i. Warranty service
- j. Providing as-built drawings with wire numbers and labels

C. INSTALLATION SCHEDULE

1. Ford will provide system drawings, purchase and fabricate equipment, program control software, and do in-shop testing. The in-shop work will take approximately ten (10) to twelve (12) weeks prior to the beginning of the actual installation at the Customer's facility. Ford estimates the actual on-site installation, test out, and commissioning of this project will take eight (8) days. The total time required to complete the project is approximately fourteen (14) weeks from agreement execution.

The completion of Ford's work depends upon the facility being secure, dust-free, air-conditioned, and quiet. Due to the ongoing delays in the equipment supply chain, delays in the scheduled installation of AV systems can occur. Ford will keep you informed if scheduling changes become necessary.

2. For Ford to meet the above completion schedule, it is important the Customer warrants there are no interruptions in the availability of the job site for Ford to perform its work. Additionally, a failure of the Customer to respond timely to Ford's written requests for information or Customer-approval of submittals will delay the project. Ford schedules its workforce weeks in advance in order to meet installation completion dates. The Customer shall notify Ford's Project Manager in the event the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

D. EQUIPMENT LIST

MEETING ROOMS - RACK/POWER/ACCESSORIES (DIR CONTRACT #DIR-CPO-5054)

Quantity	Description	Price	Extension
100.00	WEST.224 WIRE,2C,#18,PVC	.12	12.00
300.00	WEST.254236F-BK 4PR,23G,SHLD,CAT6 CMP	.66	198.00
1,000.00	WEST.WP9W045T FIBE.6F 8/12SUM SM IN/OUT OFNP	.26	260.00
1,000.00	WEST.25221BGY1K 1P 22G STRD UNSHLD PLENII - GR	.10	100.00
Sub Total			570.00

MEETING ROOMS – AUDIO (DIR CONTRACT #DIR-CPO-5054)

Quantity	Description	Price	Extension
4.00	QSC.QIO-PSU POWER SUPPLY TO SUPPORT 4 QIO	149.00	596.00
8.00	QSC.QIO-ML4I Q-SYS PERI 4MIC/LINE INPUTS	587.00	4,696.00
4.00	QSC.QIO-RMK 1U 19" RACK MOUNT TRAY AND PAN	149.00	596.00
1.00	QSC.SERVERCORX1 256X256 64 AEC AUDIO DSP	6,488.00	6,488.00
2.00	NETG.AXM761 PROSAFE 10GBASE-SR SFP +LC	400.00	800.00
1.00	NETG.GSM4212P10 12PORT,MANG,M4250-10GPOE+	761.00	761.00
5.00	QSC.QIO-L4O Q-SYS PERIPHERAL 4 LINE OUTPUT	450.00	2,250.00
Sub Total			16,187.00

MEETING ROOMS – CONTROL (DIR CONTRACT #DIR-CPO-5054)

Quantity	Description	Price	Extension
1.00	QSC.QIO-PSU POWER SUPPLY TO SUPPORT 4 QIO	149.00	149.00
1.00	QSC.QIO-RMK 1U 19" RACK MOUNT TRAY AND PAN	149.00	149.00
1.00	QSC.QIO-LVR4 4-RELAY LVCC, QSYS CTRL EXPNS	420.00	420.00
1.00	QSC.QIO-S4 3 PORT RS-232 EXPANDER	366.00	366.00
5.00	QSC.TSC-70-G3 DISP.TOU,CONTROL,7",POE	1,500.00	7,500.00
1.00	CRES.CNPWS-75 SUPPLY,75WATT	298.00	298.00
1.00	QSC.QIO-GP8X8 Q-SYS PERIPHERAL CONTR EXPANDE	368.00	368.00
Sub Total			9,250.00

MEETING ROOMS - NON-CONTRACT

Quantity	Description	Price	Extension
16.00	CABLES & CONNECTORS	33.00	528.00
10.00	DATA PANELS & CABLES	40.00	400.00
6.00	FIBER PANELS & CABLES	120.00	720.00
10.00	MOUNTING HARDWARE	33.00	330.00
10.00	RACK HARDWARE	19.00	190.00
8.00	WIRE MANAGEMENT	33.00	264.00
Sub Total			2,432.00

INTEGRATION SERVICES (DIR CONTRACT #DIR-CPO-5054)

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY	38,407.91	38,407.91
		Sub Total	38,407.91
		Merchandise:	28,439.00
		Integration:	38,407.91
		Other:	.00
		Freight:	.00
		Sales Tax:	.00
		Total Amount:	66,846.91

E. COST SUMMARY AND TERMS

PROPOSED TOTAL: \$66,846.91

TARIFFS: Ford is receiving regular notifications of material cost increases due to tariffs on products manufactured in other countries and shipped to the United States. All known tariffs have been accounted for in the pricing of this proposal.

If additional tariffs are imposed on any goods in this proposal after the delivery of this proposal to the Customer, the Customer will be responsible for the increased cost of affected goods. Conversely, if any tariffs are removed, the corresponding cost reduction will be passed on to the Customer. Agreement cost increases or decreases will be amended to the contract amount with a contract change order.

TAXES: No taxes have been included in the project 'Total Amount,' unless specifically shown on the 'Sales Tax' line. All taxes are the responsibility of the Customer. If a tax is charged to Ford, the Customer will be responsible for reimbursing Ford for the cost.

TERMS: The Customer shall issue a purchase order in accordance with the terms and conditions of the **DIR Contract #DIR-CPO-5054**.

Ford will invoice the Customer 100% upon completion.

All invoices are due Net 30.

Cooperative agreement fees are inclusive of the price listed above.

contract, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford within the terms above, Ford reserves the right to stop work on the project until all payments are received by Ford in accordance with the terms.

CREDIT: This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance.

CHANGES: Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford and are subject to the credit terms of this Agreement.

NON-SOLICITATION:

The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

a. Equipment will be new, unless noted otherwise.

2. STANDARD WARRANTY

a. Equipment and installation provided by Ford in this proposal will be free of defects and will be repaired or replaced, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.

b. Equipment and materials provided by Ford that were manufactured by other companies will be warranted under the warranty terms of the original manufacturer.

c. The warranty does not include or cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).

d. The warranty does not cover the updating of firmware in any device.

e. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "dropouts", distortion, and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and

television broadcasts, cell phones, and computer wireless networks, is probable, and should be expected.

- f. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.
 - g. Systems installed by Ford use network protocols to transmit content and data for audio, video, and control. Any modifications to the network, including, but not limited to, firmware updates, readdressing endpoints, or changes in hardware, including replacing audio, video, and control components, can cause the systems to fail. Failures, such as the ones listed, are not warranty issues and therefore not covered under the Ford warranty described herein.
 - h. The term "Software" as used in this document includes all editable source files, un-editable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

Unless otherwise expressly agreed in writing, all Software created by Ford remains the property of Ford, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company without prior approval from Ford.
 - i. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
 - j. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system, or changes to the Software performed by personnel not authorized by Ford during the warranty period. Doing so will invalidate the warranty.
 - k. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.
3. OWNER-FURNISHED EQUIPMENT (OFE):
- a. Ford's intent is to provide a complete system including all equipment. In some cases, the Customer may own equipment which they desire to be included with the installation. Ford identifies this as OFE.
 - b. The use of OFE is solely for the convenience of the Customer and is not included in the warranty or guarantee provided.

- c. Ford shall take reasonable care in handling OFE and install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system. Ford reserves the right to accept or reject OFE based on the equipment's service record, or lack thereof, poor condition, or out of date software/firmware. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
- d. In the event that OFE does not function properly, Ford shall notify the Customer to determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.
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- g. All training curriculum and components will be developed and executed by a Ford Master Trainer.
- h. The components of the optional training are to be determined by the Customer, Account Manager, and Ford Master Trainer to meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.
- i. Please contact Ford to receive a customized price quote on the Advanced Training Program option.

H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

1. VISUAL INSPECTION:

- a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

2. EXISTING CONDITIONS:

- a. Acoustics and Noise

In facilities where Ford is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

- 1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing, or other mechanical systems in the building. In general, Ford recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.
 - 2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, Ford recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.
 - 3) Ford is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.
3. Vibrations caused by HVAC units, pumps, environmental issues (loud adjacent spaces, traffic, airplanes, etc.), or general construction materials and methods, can cause unwanted audio intelligibility issues and image issues with cameras, video projectors, flat panel displays, and direct view LED video wall walls. Issues such as these typically require specialized engineers and contractors and are not the responsibility of Ford.

I. ACCEPTANCE

1. The Customer's personnel will be notified by Ford upon completion of the installation.
2. Demonstration of system performance will be during the training session.
3. Participants at the performance demonstration shall include personnel representing Ford and personnel representing City of New Braunfels who are authorized to accept the system as complete and make final payment.

This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 210-446-2294.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Wendell Tankersley

Wendell Tankersley
Account Manager

Voice: 210-446-2294
E-mail: tankw@fordav.com
Website: www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

CITY OF NEW BRAUNFELS

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that City of New Braunfels and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of \$66,846.91, for the purchase and installation of equipment and services described in the attached proposal.

Add Year 2 only Extended Warranty: \$3,294.00 _____
Customer Accepts

OR

Add Year 2 & 3 Extended Warranty: \$6,615.00 _____
Customer Accepts

City of New Braunfels and Ford Audio-Video Systems, LLC, by and through their respective signatories to the Agreement, each represent to the other that they are authorized to enter into this Agreement.

The Customer acknowledges tariffs may be incurred after presentation of this Proposal and prior to delivery of the products into the United States. If additional tariffs are charged to products in this Proposal prior to Ford receiving the products for installation the Customer is responsible for the tariff cost.

Both parties agree to abide by the terms and conditions of this Agreement.

FORD AUDIO-VIDEO SYSTEMS, LLC

CITY OF NEW BRAUNFELS

Wendell Tankersly
Account Manager

Authorized Signature

Kevin Wilson
Division Manager

Printed Name and Title

Date

Date

10/13/2025

Agenda Item No. 1)

PRESENTER:

Ruy Lozano, Fire Chief

SUBJECT:

Approval of an amendment to an Interlocal Agreement with Comal County Emergency Services District No. 7 regarding the use of fire trucks purchased by Comal County Emergency Services District No. 7.

DEPARTMENT: Fire

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

The city has an existing 2024 Interlocal Agreement (ILA) with Comal County Emergency Services District No. 7 (ESD 7) relating to the use of fire trucks purchased by ESD 7. The New Braunfels Fire Department is the service provider for fire and emergency services to the residents in ESD 7. ESD 7 has purchased a new Pierce Water Tender that per the ILA will be operated, insured and maintained by the fire department while ESD 7 retains ownership.

ISSUE:

The current ILA must be amended to add the new fire truck to the exhibit of included equipment.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The FY 2026 Fire Department Budget has adequate funds appropriated to maintain the new fire truck, therefore, sufficient funds are available.

RECOMMENDATION:

Staff recommends approval of the amendment of the ILA with Comal County Emergency Services District No. 7 to add the new fire truck purchased by ESD 7.

**FIRST AMENDED
INTERLOCAL COOPERATION AGREEMENT
BETWEEN
COMAL COUNTY EMERGENCY SERVICES DISTRICT NO. 7
AND
THE CITY OF NEW BRAUNFELS, TEXAS**

This First Amended Interlocal Cooperation Agreement (“Agreement”) is made and entered into this ____ day of _____, 2025 by and between Comal County Emergency Services District No. 7 (“ESD No. 7”), a political subdivision of and within the State of Texas, and the City of New Braunfels, Texas (“City”), a home-rule municipality.

WITNESSETH

WHEREAS, the governing bodies of ESD No. 7 and the City have each met in duly posted meetings and authorized their respective representatives to enter into this Agreement; and,

WHEREAS, City is the contracted service provider of ESD No. 7 for the provision of certain emergency services set forth in that certain agreement between the City and ESD No. 7; and,

WHEREAS, ESD No. 7 is purchasing certain fire trucks, vehicles and equipment (referred to as “Fire Trucks”), and more fully set forth in attached Exhibit A, attached hereto and incorporated herein for all purposes; and,

WHEREAS, ESD No. 7 and the City have previously entered into an Interlocal Cooperation Agreement on or about July 15, 2024 for the same purposes as set forth herein and added the first Fire Truck for use by the City’s Fire Department, the parties named herein desire to amend the initial Agreement and add an additional Fire Truck for the use by the City’s Fire Department.

NOW, THEREFORE, for the consideration hereafter agreed to be paid by City as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ESD No. 7 and City mutually agree as follows:

1. Term. Unless otherwise terminated as provided herein, this Agreement shall be for a term being the same term as the service provider agreement entered into by and between ESD No. 7 and City, and shall automatically terminate, with no further action necessary by either ESD No. 7 or City, upon the termination of the service provider agreement between ESD No. 7 and City. This Agreement will be considered for renewal by mutual agreement of ESD No. 7 and City prior to the end of the Term at the regular meeting of ESD No. 7 and at the regular meeting of City. ESD No. 7 may terminate this Agreement at any time by giving City ten (10) days

notice. City may terminate this Agreement at any time by giving ESD No. 7 ten (10) days notice. Upon termination, City shall immediately return Fire Trucks to ESD No. 7.

2. Consideration. The mutual covenants, terms and provisions herein, as well as the consideration between the parties hereto, the adequacy and sufficiency of such consideration being acknowledged and confessed herein for all purposes.

3. No Warranties; Ownership.

ESD No. 7 does hereby provide to City, and City does hereby agree to accept, “AS IS,” “WHERE IS,” “WITH ALL FAULTS,” and with no express or implied warranties of any kind or nature whatsoever, including, but not limited to, any warranties of merchantability or fitness for a particular purpose, it being understood and agreed by the parties that the City has specified, selected, and accepted, from ESD No. 7, the Fire Trucks identified in Exhibit A. The Fire Trucks are to be owned by ESD No. 7, however, they will be utilized and maintained by City in the provision of emergency services to the ESD No. 7, subject to the terms, provisions, covenants and conditions contained in this Agreement.

4. Use of Fire Trucks. It is understood and agreed that at no time shall the Fire Trucks become the property of City and shall at all times remain the property of ESD No. 7. The Fire Trucks shall be used for conducting and carrying out the provision of public safety and related firefighting activities and services of City to ESD No. 7. In addition, at its sole cost, expense, and liability, the City may utilize the Fire Trucks for local and regional mutual aid incidents or alarms to which the City may respond, or other mutual aid responses if consented to by the President of the District in their sole discretion, City alarms for which the Fire Trucks is appropriate, and the training of City fire suppression personnel who will operate or work with the Fire Trucks. City shall not use the Fire Trucks for any other purpose.

5. Maintenance and Insurance. City acknowledges that it, at its sole cost and expense, will provide regular and routine service and maintenance of said Fire Trucks in compliance with any documents, manuals, or other requirements related to the use, maintenance, operation, or repair of the Fire Trucks. In addition, City shall maintain, either through self-insurance or otherwise, appropriate and necessary liability and casualty insurance on the Fire Trucks for City’s use and operation of the Fire Trucks.

In addition, any Fire Trucks purchased with ESD No. 7 funds will be insured for an “Agreed Value” in an amount agreeable by City and ESD No. 7, and ESD No. 7 shall be named as an additional insurance and loss payee, as the case may be and as ESD No. 7’s interest may appear on all such insurance policies. Copies of all insurance policies, or certificates evidencing such policies, shall be provided to ESD No. 7 within 10 days of receipt by City.

6. Maintenance and Operation. City further agrees it shall, at its sole cost and expense: (a) house, insure, maintain, repair, operate, use, and maintain the Fire Trucks in good condition and working order, in accordance with manufacturer’s instructions, and supply and install all

replacement parts or other devices when required to so maintain the Fire Trucks or when required by applicable law or regulation, which parts or devices shall automatically become part of the Fire Trucks; and (b) use and operate the Fire Trucks in a high state of readiness and a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty and other requirements, and comply with all laws and regulations relating to the Fire Trucks. If Fire Trucks is customarily covered by a maintenance agreement, City will furnish ESD No. 7 with a maintenance agreement by a party reasonably satisfactory to ESD No. 7. No maintenance or other service for Fire Trucks will be provided by ESD No. 7. City will not make any alterations, additions or improvements ("Improvements") to Fire Trucks without ESD No. 7's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of Fire Trucks, but any such Improvements not removed prior to the termination of the applicable Term shall automatically become part of the Fire Trucks. It is understood and agreed that City shall staff and maintain the Fire Trucks only with trained and qualified personnel, and that City is responsible for all costs of operating, maintaining, and repairing the Fire Trucks. ESD No. 7 shall have the right to inspect the Fire Trucks at any time. Once a Fire Truck that is subject to this Agreement is no longer useful in the opinion of the City, the vehicle will be returned to the ESD No. 7.

7. Right of First Refusal and Third-Party Determination of Value. In the event this agreement is terminated for any reason, the City shall have the right of first refusal to purchase one or more of the Fire Trucks from the ESD No. 7, at a price to be determined by a third-party appraiser or Siddons-Martin Emergency group retained by the City at its sole cost. The City will share a copy of the vehicle appraisal with ESD No. 7. The City will have up to sixty (60) days from the date the contract is terminated to submit its offer to ESD No. 7. In the event the parties cannot agree upon the purchase price of the vehicle(s), the ESD No. 7 will remove the vehicle(s) from City property after providing the City prior written notice at least 120 days prior to repossession.

8. Assignments. City shall not have the right to assign or transfer any interest in this Agreement or the Fire Trucks without the prior written consent of ESD No. 7. Any purported assignment or transfer in violation of this Agreement shall be void and of no effect and further, at ESD No. 7's election, shall constitute a default by City entitling ESD No. 7 to terminate this Agreement or any other agreements between ESD No. 7 and City.

9. Liability Insurance. During the term of this Agreement, the City agrees to obtain and maintain the insurance coverage on the Fire Trucks.

10. Notices. Any notice provided by any party to the other shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; or (3) delivered by a reputable courier service, to the following address:

ESD No. 7: Comal County Emergency Services District No. 7
P.O. Box 311975
New Braunfels, Texas, 78131

City: City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

Either party may designate a different agent or address for notice purposes by giving the other party ten (10) days written notice in the manner provided above.

11. Amendments. This Agreement may be supplemented or amended under terms and conditions mutually agreeable to the parties, provided that all such changes, amendments, supplements or modifications shall be of no force or effect unless reduced to writing and signed by authorized representatives of each party.

12. Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach. No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein. This Agreement does not create any rights or interests of or in any third party, and each party hereto paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

13. Section Headings. The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope of the meaning of the various sections.

14. Applicable Law. The Agreement shall be construed and enforced in accordance with the laws of the state of Texas and the county of Comal, including the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, and shall be binding upon and insure to the benefit of the parties hereto and their respective legal representative, successors, and permitted assigns.

15. Attorneys' Fees. Subject to applicable law, in the event that either party commences any legal action or proceeding, including actions for declaratory or specific performance, by reason of failure of the other party to perform or keep any term, covenant, or condition of this Agreement, the prevailing party shall be entitled to recover, in addition to court costs, reasonable and necessary attorney's fees as determined by a court of competent jurisdiction.

16. Entire Agreement. This Agreement represents the entire and integrated agreement between ESD No. 7 and City and supersedes all prior negotiations, representations, or

agreements, either written or oral. This Agreement may be amended only by written instrument signed by both ESD No. 7 and City.

17. Severability. If any of the terms and provisions of this Agreement are found to be void, voidable, unenforceable, or invalid, that fact shall not affect the validity and enforceability of the remainder of the terms and provisions of this Agreement and this Agreement shall remain valid and enforceable and shall be construed as though the void, voidable, unenforceable, or invalid terms and provisions were never included.

18. Execution and Miscellaneous Provisions. This Agreement is executed in multiple originals as of the day and year first written above and shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives. Each party represents and affirms by its execution that it has been duly authorized to enter into this Agreement, that it has authorized the below individuals to act as its authorized agents in executing this Agreement, and that it is binding on the parties.

IN WITNESS WHEREOF, the undersigned parties acting under the authority of their respective governing boards have caused this Agreement to be duly executed in Comal County, Texas.

[REST OF PAGE LEFT BLANK]

COMAL COUNTY EMERGENCY SERVICES DISTRICT NO. 7

By: _____
James Frye, President

Date: _____

ATTEST:

By: _____
Secretary, Kim Carroll

Approved as to Form:

By: _____
John Carlton, Attorney for ESD No. 7

CITY OF NEW BRAUNFELS

By: _____
Robert Camareno, City Manager

Date: _____

ATTEST:

By: _____
Gayle Wilkinson, City Secretary

Approved as to Form:

By: _____
Valeria M. Acevedo, City Attorney

EXHIBIT A- FIRST AMENDED DESCRIPTION OF VEHICLES

The vehicles being purchased by ESD No. 7 for the City's use are generally described as follows:

1. Fire Rescue Vehicle:

VIN#: 4P1CC01M66A006210

MODEL: Pierce Custom Contender

YEAR: 2006

2. Fire Water Tanker

VIN# 3ALHCFE7TDWG7039

MAKE: Freightliner

MODEL: Pierce 3000 BX Tanker

YEAR: 2025

10/13/2025

Agenda Item No. J)

PRESENTER:

Matthew Eckmann, Assistant Director of Public Works

SUBJECT:

Approval of the acceptance of a 15.03-acre tract of land described as Lot 901, Block 1, Arroyo Verde Subdivision Unit 4, from the New Braunfels Parks Foundation.

DEPARTMENT: All

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

In 2021, Arroyo Goodwin, LP, donated a 15.03-acre tract of land to the New Braunfels Parks Foundation to be held in trust for the City of New Braunfels for the future Alligator Creek Trail network.

With the continued development of the Alligator Creek Trail and the recent acquisition of the property for the future NW park, the City has requested the conveyance of the property from the Parks Foundation, which they have agreed to.

ISSUE:

Conveyance of property held in trust by the New Braunfels Parks Foundation to the City of New Braunfels.

FISCAL IMPACT:

Since the property is held in trust for the City, no compensation is due for this conveyance so there is no fiscal impact.

RECOMMENDATION:

Staff recommends the approval of this conveyance.

4/e



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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GIFT DEED

STATE OF TEXAS § **KNOW ALL OF THESE**
 §
COUNTY OF COMAL § **PRESENTS:**

That ARROYO GOODWIN, LP, a Texas limited partnership, whose mailing address is P. O. Box 171004, San Antonio, TX 78217, Attn: Mike W. Lancaster ("Grantor"), has GIFTED, GRANTED and CONVEYED, and by these presents does GIFT, GRANT and CONVEY unto NEW BRAUNFELS PARKS FOUNDATION, A Texas non-profit corporation ("Grantee"), whose mailing address is P. O. Box 312634, New Braunfels, Texas 78231, the following described tract of land (the "Property") in Comal County, Texas.

Lot 901, Block 1, Arroyo Verde Subdivision Unit 4, Comal County, Texas, according to map or plat thereof recorded in Document No. 202106040857 Official Public Records, Comal County.

This conveyance is expressly made and accepted subject only to all matters set forth on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Permitted Exception").

TO HAVE AND TO HOLD, subject to the reservations and exceptions herein the Property, together with all improvements located thereon and all rights, titles and interests appurtenant thereto unto the said Grantee, its successors and assigns forever, without express or implied warranty, except Grantor does hereby bind Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Property unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject to the reservations and exceptions herein.

Grantor excepts here from and reserves unto itself, its successors and assigns, and its predecessors in title in accordance with its respective interest of record, all oil, gas and other minerals in, on or under the land conveyed hereby (collectively, the "Minerals Estate"), but Grantor on behalf of itself, its successors and assigns, does hereby forever release and relinquish its right to enter upon and use the surface of said land for exploring and drilling for and producing and mining such oil, gas and other minerals, provided that the same does not disturb Grantee's use of the Property, including any improvements situated thereon. Grantor shall have and hereby reserves the right to drill under and through subsurface of land below the depth of one hundred feet (100') from the surface thereof by a well or wells located on the surface of land outside the boundaries of the land conveyed hereby and the right to pool and combine such Property with other land for the purpose of exploring and drilling for and producing and mining



such minerals by virtue of operations conducted on such other lands, but not the lands conveyed hereby.

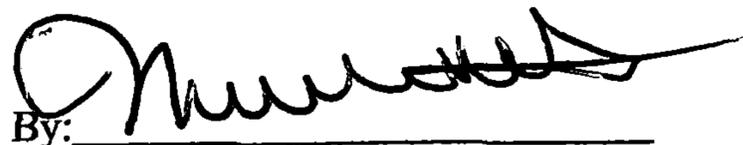
As a material inducement to Grantor to convey the Property to Grantee, the Property is conveyed to Grantee subject to the following restriction: the Property shall be used solely and exclusively as a public park. The foregoing restriction is a covenant running with the Property for the benefit of Grantor, its successors and assigns, and all land owned by Grantor as of the date of this conveyance. In the event the Grantee ceases to exist or function under its Articles of Incorporation as set forth in its present or hereafter amended charter from the State of Texas and/or the above referenced property is no longer used as a public park, title to the Property at Grantor's option, shall revert to and pass to Grantor, its successors and/or assigns, without any encumbrances other than those stated in the attached Exhibit "A", for its unrestricted use and benefit. Notwithstanding the foregoing, Grantee may in the future transfer its rights to the Property to the City of New Braunfels, Texas provided that the Property's use remains as a public park.

GRANTEE ACKNOWLEDGES AND AGREES, THAT GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING THE NATURE AND CONDITION OF THE LIABILITIES, CLAIMS, DAMAGES AND COSTS (AND AGREE THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. GRANTEE EXPRESSLY ACCEPTS THE PROPERTY AS IS, WHERE IS, WITH ALL FAULTS, AND WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE TILE, USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY. NOTWITHSTANDING THE FOREGOING, GRANTOR DOES PROVIDE THE SPECIAL WARRANTY OF TITLE FOR THE PROPERTY AS SET FORTH ABOVE.

IN WITNESS WHEREOF, this Gift Deed is executed by Grantor to be effective as of the 17th day of December, 2021.

Grantor:
Arroyo Goodwin, LP,
A Texas partnership

By: La Crema GP, LLC
A Texas limited liability company
General Partner

By: 

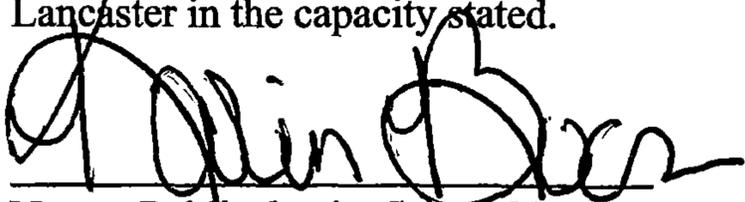
Mike Lancaster
Authorized Manager

THE STATE OF TEXAS

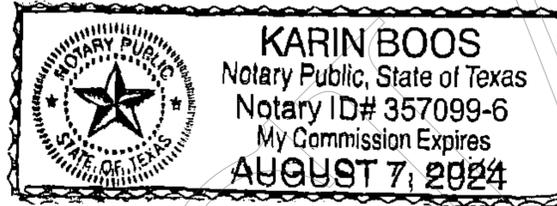
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§
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COUNTY OF COMAL

This instrument was acknowledged before me on 17th day of December 2021, by Mike W. Lancaster in the capacity stated.



Notary Public for the State of Texas



UNOFFICIAL

EXHIBIT "A"

1. 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 during the time the Grantor has owned the Property, Grantor does not have any knowledge of any such described easements or uses.

UNOFFICIAL

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
01/03/2022 02:21:27 PM
CHRISTY 4 Page(s)
202206000246



Bobbie Koepf

10/13/2025

Agenda Item No. K)

PRESENTER:

Matthew Eckmann, Assistant Director of Public Works

SUBJECT:

Approval of the acceptance of a 46-acre tract of land described as Lot 908, Block K, Oak Creek Subdivision Unit 4, from the New Braunfels Parks Foundation.

DEPARTMENT: All

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

In 2022, Continental Homes of Texas, LP, donated a 46-acre tract of land to the New Braunfels Parks Foundation to be held in trust for the City of New Braunfels for the future Alligator Creek Trail network.

With the continued development of the Alligator Creek Trail and the recent acquisition of the property for the future NW park, the City has requested the conveyance of the property from the Parks Foundation, which they have agreed to.

ISSUE:

Conveyance of property held in trust by the New Braunfels Parks Foundation to the City of New Braunfels.

FISCAL IMPACT:

Since the property is held in trust for the City, no compensation is due for this conveyance so there is no fiscal impact.

RECOMMENDATION:

Staff recommends the approval of this conveyance.

41c



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

GIFT DEED

STATE OF TEXAS
COUNTY OF COMAL

§

KNOW ALL BY THESE
PRESENTS:

That CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership, whose mailing address is 5419 N. Loop 1604 E., San Antonio, Texas 78247, ("Grantor"), has GIFTED, GRANTED and CONVEYED, and by these presents does GIFT, GRANT and CONVEY unto NEW BRAUNFELS PARKS FOUNDATION, a Texas non-profit corporation ("Grantee"), whose mailing address is P.O. Box 312634, New Braunfels, Texas 78131, the following described tract of land (the "Property") in Comal County, Texas:

All that certain approximately 46.00 acre tract of land situated in the City of New Braunfels, Comal County, Texas, legally described as Lot 908 Block K on the final plat of Oak Creek Unit 4, filed under Document No. 202106006911, in the Official Public Records of Comal County, Texas.

TO HAVE AND TO HOLD, subject to the reservations and exceptions herein, the Property, together with all improvements located thereon and all rights, titles and interests appurtenant thereto unto the said Grantee, its successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded. This Gift Deed and the conveyance of the Property are executed and made by Grantor and accepted by Grantee subject to any and all validly existing restrictions, easements, mineral reservations, and other matters of record in Comal County, Texas.

As a material inducement to Grantor to convey the Property to Grantee, the Property is conveyed to Grantee subject to the following restriction: the Property shall be used solely and exclusively for public purposes including but not limited to drainage and recreation uses (the "Restriction"). Grantor, as the fee simple owner of the Property, establishes the Restriction to regulate the use of the Property. Grantor and Grantee stipulate that (a) the Restriction touches and concerns the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restriction is reasonable, its purposes being for the common benefit of Grantor, Grantee and all owners of land in the Oak Creek Subdivision (the "Affected Owners"), a subdivision in Comal County,

Texas, as per plats of Oak Creek Unit 5A, recorded under Document No. 201806036880, and Oak Creek Unit 5B, recorded under Document No. 201806042698, of the Official Public Records of Comal County, Texas, and all future tracts of land that may be annexed into the Oak Creek Subdivision in Comal County, Texas, who are affected by the use of the Property. The Restriction runs with the land making up the Property, is binding on Grantee and Grantee's successors and assigns forever, and inures to the benefit of Grantor, Grantee, the Affected Owners, and their successors and assigns forever.

The term Grantor as referenced in this Gift Deed shall include Grantor's successors and assigns unless expressly excluded. The term Grantee as referenced in this Gift Deed shall include Grantee's successors and assigns unless expressly excluded.

GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, PROMISE, OR REPRESENTATION OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING: (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (A) THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND/OR OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT, (B) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY AND/OR THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY OR ANY IMPROVEMENTS THEREON OR RELATED THERETO (INCLUDING WITHOUT LIMITATION OFFSITE IMPROVEMENTS), AND (C) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF HAZARDOUS MATERIALS, HAZARDOUS SUBSTANCES, POLLUTANTS, AND/OR ASBESTOS AND/OR ABOVE OR BELOW GROUND STORAGE TANKS) OR COMPLIANCE WITH ANY APPLICABLE ENVIRONMENTAL LAWS, RULES, OR REGULATIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY; (II) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; (III) THE VALUE OF THE PROPERTY AND/OR THE INCOME OR PROFITS WHICH MAY OR MAY NOT BE DERIVED FROM THE PROPERTY; (IV) THE EXISTENCE OR AVAILABILITY OF UTILITIES OR OTHER SERVICES, OR THE RIGHT TO OBTAIN UTILITIES OR OTHER SERVICES, (V) THE EXISTENCE, APPLICABILITY, AVAILABILITY, VALIDITY, OR ENFORCEABILITY OF ANY ENTITLEMENTS OR DEVELOPMENT RIGHTS RELATED TO OR APPURTENANT TO THE PROPERTY; AND (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY, INCLUDING WITHOUT LIMITATION ANY LAWS RELATING TO THE ENVIRONMENT, HEALTH, AND PUBLIC SAFETY AND/OR ANY LAND USE LAWS. THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. This disclaimer shall survive the execution and delivery of this Gift Deed.

Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is being gifted the Property **AS IS, WHERE IS, AND WITH ALL FAULTS**. GRANTEE, ON ITS OWN BEHALF AND ON BEHALF OF ANYONE CLAIMING BY, THROUGH, OR UNDER GRANTEE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEREBY FULLY RELEASES GRANTOR, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, PARTNERS, AND AGENTS (COLLECTIVELY, THE "GRANTOR PARTIES") FROM ANY AND ALL CLAIMS OF ANY NATURE WHATSOEVER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED,

FIXED OR CONTINGENT, WHICH GRANTEE MAY NOW OR HEREAFTER HAVE, OWN, HOLD OR CLAIM TO HAVE, OWN OR HOLD, OR AT ANY TIME HERETOFORE MAY HAVE HAD, OWNED, HELD OR CLAIMED TO HAVE, OWN OR HOLD, AGAINST GRANTOR OR ANY OF THE GRANTOR PARTIES, RELATING TO THIS CONVEYANCE AND/OR THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, THE ENTITLEMENTS FOR THE PROPERTY, ANY HAZARDOUS MATERIALS THAT MAY BE ON OR WITHIN THE PROPERTY AND ANY OTHER CONDITIONS EXISTING, CIRCUMSTANCES OR EVENTS OCCURRING ON, IN, ABOUT OR NEAR THE PROPERTY WHETHER OCCURRING BEFORE, AFTER OR AT THE DATE OF THIS GIFT DEED. GRANTEE AGREES THAT THE WAIVERS AND RELEASES SET FORTH ABOVE EXTEND TO ALL CLAIMS OF ANY NATURE AND KIND WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR NOT SUSPECTED, AND SHALL BE EFFECTIVE UPON THE DATE OF THIS GIFT DEED. As used herein, the term "Hazardous Materials" means any materials, substances or wastes identified or regulated in any way under applicable environmental laws, including, without limitation (i) those materials identified or defined as toxic or hazardous materials or substances under applicable environmental laws, (ii) any materials, substances or wastes that are toxic, ignitable, corrosive or reactive and that are regulated by any local governmental authority, any agency of the State of Texas or any agency of the United States government, (iii) asbestos, (iv) petroleum and petroleum based products, (v) urea formaldehyde foam insulation, (vi) polychlorinated biphenyls (pcbs), and (vii) freon and other chlorofluorocarbons. To the maximum extent permitted by applicable law, these covenants releasing Grantor shall be covenants running with the Property and shall be binding upon Grantee and all subsequent owners of the Property or any part thereof and upon any and all persons claiming by, through, or under Grantee. This waiver and release of claims shall survive the execution and delivery of this Gift Deed.

Witness my hand and seal of office effective this the 23rd day of May, 2022.

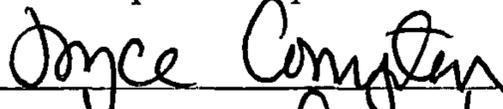
CONTINENTAL HOMES OF TEXAS, L.P.
A Texas limited partnership

BY: CHTEX OF TEXAS, INC.
A Delaware Corporation
The General Partner of
Continental Homes of Texas, L.P.

By: 
Name: Bill W. Wheat
Title: Chief Financial Officer

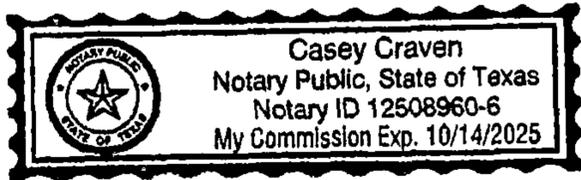
Accepted by Grantee:

NEW BRAUNFELS PARKS FOUNDATION,
a Texas non-profit corporation

By: 
Name: Joyce Compton
Title: Chair

COUNTY OF Tarrant §

This instrument was acknowledged before me, the undersigned authority, on the 23rd day of May, 2022 by Bill W. Wheat as CFO of CHTEX OF TEXAS, INC., a Delaware Corporation, the General Partner of CONTINENTAL HOMES OF TEXAS, L.P., on behalf of such entities.

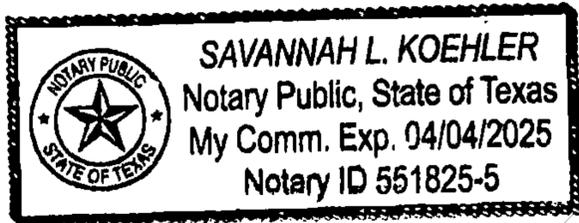


Casey Craven
NOTARY PUBLIC

My Commission Expires: 10-14-2025

STATE OF Texas §
COUNTY OF Comal §

This instrument was acknowledged before me, the undersigned authority, on the 1st day of June, 2022 by Joyce Compton as Chair of NEW BRAUNFELS PARKS FOUNDATION., a Texas non-profit corporation, on behalf of said non-profit corporation.



Savannah L. Koehler
NOTARY PUBLIC

My Commission Expires: 4-4-25

AFTER RECORDING, PLEASE RETURN TO:

City Attorney's Office
550 Landa Street
New Braunfels, TX
78130

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
06/06/2022 01:12:43 PM
CASHONE 4 Page(s)
202206026319



Bobbie Koepf

10/13/2025

Agenda Item No. L)

PRESENTER:

Matthew Eckmann, Assistant Director of Public Works

SUBJECT:

Approval of a lease agreement between the City of New Braunfels and Skyler and Kameron Koepp, for farming on approximately 62.6 acres out of the O Russell Survey No. 2, Abstract 485, Comal County, Texas.

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

Skyler and Kameron Koepp are currently leasing the property which was recently purchased for the future NW Park. Their current farming lease which was transferred to the City upon purchase of the property has expired and the Tenants desire to enter into a new lease agreement to continue farming the property.

ISSUE:

Staff is in agreement with entering into a new lease agreement in consideration of the ongoing maintenance of the property. Provisions are being made in the lease to allow for expansion of the Alligator Creek Trail network onto this property.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

There will be no direct revenue generated with this lease as the benefit to the City is the ongoing maintenance of the property which save City resources.

RECOMMENDATION:

Staff recommends approval of this lease.

10/13/2025

Agenda Item No. M)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of a resolution recommended by the New Braunfels Economic Development Corporation approving a Second Amendment to the contract with Continental Autonomous Mobility US, LLC., to modify the employment condition, eliminate the “two-year rolling average” methodology, and provide alternate methods for measuring compliance.

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

Continental Autonomous Mobility US, LLC (formerly Continental Automotive Systems, Inc.), herein referred to as “CAM”, develops pioneering technologies and services for sustainable and connected mobility of people and their goods. Founded in 1871, the technology company offers safe, efficient, intelligent, and affordable solutions for vehicles, machines, traffic, and transportation.

Continental opened its 215,000 square-foot New Braunfels manufacturing location in Fall 2022 after an initial investment of \$110M and actively provides employment opportunities for up to 450 employees.

The New Braunfels Economic Development Corporation (NBEDC) supported this business relocation and entered into an economic development agreement with the company in July 2020. The NBEDC provided \$4.7M of incentives to support this large-scale project - which significantly expanded CAM’s business enterprises. These incentives included: a land acquisition grant (NTE \$3.3M), costs associated with the NBU sewer line extension to the project site (NTE \$1.8M), and City building permit and Roadway Impact Fee reimbursements (NTE \$270K). In exchange for the incentives, Continental agreed to meet/exceed employment and wage conditions on an annual basis.

The First Amendment to the agreement was executed in December 2020 and extended the deadlines for commencement of construction, operations, employment conditions, and wage condition schedules by one year - caused by the challenges of the Covid pandemic.

The Second Amendment is proposed to recognize the Company’s revision to employment targets due to disruptions the Covid-19 pandemic precipitated. The pandemic caused significant disruptions in the automotive industry that resulted in many Original Equipment Manufacturers (OEMs) delaying or altering development cycles that Continental relies on for meeting production targets. These delays in technology adoptions slid production and hiring targets. Additionally, the Company faced challenges in finding sufficient, qualified staffing in 2022 when the facility opened and implemented additional automations to reduce overall headcount needs. While those changes drove average wages up, it resulted in a reduction of the overall headcount. Finally, the Company has seasonality in product demand and the subsequent hiring needs. While the Company had more than 438 employees at the facility, on average, through 2024, the agreement required the city to conduct employment compliance checks in December when employment is at its lowest. This

resulted in the Company not meeting the employment minimums even though it exceeded minimum payroll and investment thresholds. Considering the fulfillment of payroll and investment significantly beyond minimums as outlined in the original 2019 agreement, the NBEDC board recommended the contract be modified to reduce the minimum employment levels in 2024-2027, whereafter the Company plans to meet the originally planned employment thresholds.

As proposed, the Second Amendment:

- Revises schedule of minimum average numbers of Qualified Employees required for the Employment Condition to:

Revised Schedule for FTEs

Calendar Year	Minimum FTEs	Previous Minimum
2024	365	444
2025	365	444
2026	406	444
2027	555	576
2028	576	576
2029	576	576
2030	576	576
2031	576	576
2032	576	576

- Eliminates the “two-year rolling average” methodology for aggregating employee counts

The two-year rolling average methodology required an average of employment at the facility on December 31 in one year and the year prior. This change would eliminate that methodology.

- Provides alternate methods for measuring compliance within the Employment Condition for any given calendar year

This provision allows the Company to fulfill the contract’s employment conditions by electing to provide the number of qualified employees at the facility on September 15th of a given year or to utilize the average number of employees on the last day of each month during the applicable calendar year.

This item was approved by the New Braunfels Economic Development Corporation at its September 30, 2025 meeting.

ISSUE:

Continental is requesting a modification to the employment condition in the existing economic development contract. The new employment conditions would modify the full-time job requirements for 2024-2027, eliminate the “two-year rolling average”, and provide alternate methods for measuring compliance.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

There is no fiscal impact for approving the Second Amendment.

RECOMMENDATION:

Staff recommends approval of the Second Amendment to the contract with Continental Autonomous Mobility US, LLC.

RESOLUTION NO. 2025 – RXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING A RECOMMENDATION OF THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH CONTINENTAL AUTONOMOUS MOBILITY US, LLC, MODIFYING EMPLOYMENT CONDITIONS.

WHEREAS, Continental Autonomous Mobility US, LLC (“Continental”) develops pioneering technologies and services for safe, efficient, intelligent, and affordable solutions for vehicles, machines, traffic, and transportation; and

WHEREAS, Continental opened its 215,000 square-foot New Braunfels manufacturing location in Fall 2022 after an initial investment of \$110M and actively provides employment opportunities for up to 450 employees; and

WHEREAS, the New Braunfels Economic Development Corporation (“NBEDC”) supported this business relocation and entered into an economic development agreement (“Agreement”) with Continental in July 2020 by providing a land acquisition grant, an NBU sewer line extension to the project, and reimbursements of City building permit and roadway impact fees; and

WHEREAS, the Agreement was first amended in December 2020 which extended deadlines for commencement of construction, operations, employment conditions, and wage condition schedules by one year; and

WHEREAS, the New Braunfels Continental has exceeded the payroll requirements of the Agreement and the location is competing for an expansion project which would require an additional 65,000 square feet of manufacturing space, would employ an additional 100 jobs, and add an additional \$100M of appraised value to the site; and

WHEREAS, the second amendment includes modifications to the schedule of minimum average numbers of qualified employees, eliminating the “two-year rolling average” methodology for aggregating employee counts, providing alternate methods for measuring compliance, and adding a local hiring recommendation; and

WHEREAS, the expenditure is authorized under 501.101 of the Texas Local Government Code; and

WHEREAS, the NBEDC held a public hearing on September 30, 2025, regarding the proposed second amendment; and

WHEREAS, after discussing the item, the NBEDC voted to approve the proposed second amendment to the Agreement.

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

Section 1: That the second amendment between the NBEDC and Continental Autonomous Mobility US, LLC will be executed to fulfill the terms and conditions of the project expenditure and the NBEDC President and Secretary are authorized to execute the document.

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

PASSED, ADOPTED, AND APPROVED this 13th day of October, 2025.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

**SECOND AMENDMENT TO CONTRACT BETWEEN
THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION
AND
CONTINENTAL AUTONOMOUS MOBILITY US, LLC.**

This Second Amendment to Contract (this “*Second Amendment*”) is made and entered into by and between the New Braunfels Economic Development Corporation, a non-profit corporation of the State of Texas (the “*EDC*”), and Continental Autonomous Mobility US, LLC, a Delaware limited liability company (the “*Company*”). The EDC and the Company are sometimes referred to in this Second Amendment individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

A. The EDC and Continental Automotive Systems, Inc. entered into that certain Contract Between the New Braunfels Economic Development Corporation and Continental Automotive Systems, Inc. dated July 21, 2020 (the “*Original Contract*”).

B. The Parties subsequently entered into that certain First Amendment to Contract dated December 28, 2020 (the “*First Amendment*,” and together with the Original Contract, the “*Contract*”), pursuant to which the deadlines for commencement of construction and operations, together with the Employment Condition and Wage Condition schedules, were extended by one year.

C. Pursuant to an assignment, all rights and obligations of Continental Automotive Systems, Inc. under the Contract were assigned to Continental Autonomous Mobility US, LLC, a Delaware limited liability company, which is now the "Company" under the Contract.

D. The Parties now desire to further amend the Contract to (i) revise the schedule of minimum average numbers of Qualified Employees required for the Employment Condition, (ii) eliminate the “two-year rolling average” methodology, and (iii) provide alternate methods for measuring compliance with the Employment Condition for any given calendar year, all as more particularly set forth herein.

E. Section IX of the Original Contract permits amendments by written agreement of the Parties, and the EDC Board of Directors has approved the modifications contained in this Second Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used but not defined in this Second Amendment shall have the meanings assigned to such terms in the Contract.
2. Amendment and Replacement of Section I(3). Section I(3) of the Original Contract, as amended by the First Amendment, is hereby deleted in its entirety and replaced with the following:

“(3) Employment Condition.

(a) To avoid any recapture of incentives provided hereunder, the Company must satisfy the Employment Condition for each calendar year beginning with calendar year 2024 and continuing through calendar year 2033. The Employment Condition shall be satisfied for a particular calendar year if the number of Qualified Employees at the Project equals or exceeds the applicable minimum set forth in the following table:

Calendar Year	Minimum Number of Qualified Employees
2024	365
2025	365
2026	406
2027	555
2028	576
2029	576
2030	576
2031	576
2032	576
2033	576

(b) The Employment Condition for a particular calendar year may be satisfied by either of the following methods, at the Company’s election for such calendar year:

- (i) the number of Qualified Employees employed at the Project as of September 15 of the applicable calendar year; or
- (ii) the average of the number of Qualified Employees employed at the Project on the last day of each month during the applicable calendar year.”

For purposes of the Contract, as amended, "**Qualified Employee**" shall mean a full-time employee at the New Braunfels facility by the Company or its Affiliate, or Temp for Hire (as defined in the Original Contract) who works a minimum of thirty (30) hours per week at the Project (i.e., annual scheduled hours of at least 1500), and who qualifies for benefits commonly associated with full time employment, including but not limited to healthcare, paid and unpaid leave benefits, and/or eligible to participate in Company's qualified retirement plan

(c) Local Hiring Goal. To focus the economic benefits of job creation created by the Facility on the local community, the Company shall use commercially reasonable efforts to ensure that no less than twenty percent (20%) of the Qualified Employees required pursuant to Section 3(a) above shall be Local Employees (the "**Local Hiring Goal**"). For purposes of this Section, "**Local Employee**" shall mean a Qualified Employee whose primary residence is within the boundaries of Comal County or Guadalupe County, Texas as of the date of hire. The Parties acknowledge that this percentage is a good faith commitment and not a rigid hiring quota. The Parties also acknowledge that the Company shall not engage in any hiring practice that would violate applicable federal, state, or local nondiscrimination and equal employment opportunity laws in pursuit of this goal.

The Company shall maintain documentation of its good faith efforts to recruit and hire Local Employees, including but not limited to: posting job openings with local workforce development boards and community organizations; participating in local job fairs and outreach events; advertising in local media outlets; partnering with local educational institutions or training programs.

Notwithstanding the foregoing, however:

- (i) if, in any measuring year, the annual unemployment rate for Comal County, Texas, as published by the U.S. Bureau of Labor Statistics through its Local Area Unemployment Statistics (LAUS) program for Comal County, Texas or a mutually agreed-upon source, is less than three and one-half percent (3.5%), then the Local Hiring Requirement shall be waived for that year.
 - (ii) If the Company does not meet the Local Hiring Goal in any measuring year, then the Company shall within twelve (12) months demonstrate its commercially reasonable efforts to increase outreach and recruitment of Local Employees, and provide the City with a report detailing such efforts. Evidence of such good faith efforts shall be deemed sufficient to satisfy the Company's obligations under this Section.
 - (iii) Nothing in this Section shall require the Company to hire or retain any unqualified applicant or to violate applicable employment laws.
 - (iv) The Local Hiring Goal is not intended and shall not be applied as a proxy for discrimination on the basis of any protected characteristic under applicable law, and if any court of competent jurisdiction, arbitrator, or governmental authority determines that the Local Hiring Goal, as drafted or applied, is or would be such a proxy for discrimination, the Local Hiring Goal shall be waived.
 - (v) For each year that the Company fails to satisfy the Local Hiring Goal following a failure to cure such failure as provided under Section I(3)(c)(ii) above and subject to the other conditions and qualifications hereunder, the Company shall pay back to the EDC an amount equal to \$1,000 per percentage point short of the Local Hiring Goal for that year."
3. Removal of Two-Year Rolling Average Concept. All references in the Contract (including, without limitation, Sections I(3) and I(5)) to the "two-year rolling average" method of determining the number of Qualified Employees are hereby deleted and shall be of no further force or effect.
 4. Annual Certifications. Section I(5) of the Contract is amended to require that the annual affidavit submitted by the Company include the results of the measurement method selected by the Company under Section I(3) for the applicable calendar year and a statement identifying which of the two measurement methods set forth above was used. Except as expressly modified by this Second Amendment, all other requirements of Section I(5) remain unchanged.

5. Conforming Amendments. The Parties acknowledge that additional conforming changes to cross-references, headings, and defined terms in the Contract may be necessary to fully implement the intent of this Second Amendment; any such conforming changes are hereby deemed made and incorporated into the Contract as amended hereby.
6. Ratification of Contract. Except as expressly amended by this Second Amendment, the Contract remains unmodified and in full force and effect, and the Parties hereby ratify and confirm the Contract as amended. In the event of any conflict between the terms of the Contract and the terms of this Second Amendment, the terms of this Second Amendment shall control.
7. Counterparts; Electronic Signatures. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Signatures transmitted by electronic means (including .pdf or other electronic imaging) shall be deemed original signatures for all purposes.
8. Binding Effect. This Second Amendment is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

[Signature page follows]

Executed to be retroactively effective as of the 1st day of January, 2024 (the “*Effective Date*”).

NEW BRAUNFELS ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CONTINENTAL AUTONOMOUS MOBILITY
US, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

10/13/2025

Agenda Item No. N)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of a resolution recommended by the New Braunfels Economic Development Corporation approving an economic development agreement with Continental Autonomous Mobility US, LLC., for a project expenditure, of up to \$300,000, pursuant to Section 501.101 of the Texas Local Government Code.

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

Continental Autonomous Mobility US, LLC (formerly Continental Automotive Systems, Inc.), herein referred to as “CAM”, develops pioneering technologies and services for sustainable and connected mobility of people and their goods. Founded in 1871, the technology company offers safe, efficient, intelligent, and affordable solutions for vehicles, machines, traffic, and transportation.

Continental opened its 215,000 square-foot New Braunfels manufacturing location in Fall 2022 after an initial investment of \$110M and provides employment opportunities for up to 450 employees.

The New Braunfels Economic Development Corporation (NBEDC) supported this business relocation and entered into an economic development agreement with the company in July 2020. The NBEDC provided \$4.7M of incentives to support this large-scale project. These incentives included: a land acquisition grant (NTE \$3.3M), costs associated with the NBU sewer line extension to the project site (NTE \$1.8M), and City building permit and Roadway Impact Fee reimbursements (NTE \$270K). Since that time, the Company has maintained more than \$140 million on local tax rolls and employed approximately 400 full-time employees.

The New Braunfels Continental location is competing for an expansion project which would require an additional 65,000 square feet of manufacturing space, would employ an additional 100 jobs, and add an additional \$100M of appraised value to the site. To encourage the expansion project, the City of New Braunfels is considering a 10-year tax abatement in which 65% of the property value would be abated each year.

To provide additional incentive for this expansion project, and to provide similar assistance to Continental’s initial project, the NBEDC is considering funding to reimburse construction fee waivers and roadway impact fees in an amount up to \$300,000.

The New Braunfels Economic Development Corporation approved this item unanimously at its September 30, 2025 meeting.

ISSUE:

Approval of an economic development agreement with Continental Autonomous Mobility US, LLC.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The Company's expansion project, after the tax abatement and NBEDC incentive, will net the City more than \$2,500,000 in revenues over a ten year period. The project directly supports 100 jobs with an estimation of an additional 100 jobs indirectly supported by the project in the community.

RECOMMENDATION:

Staff recommends approval of the economic development agreement with Continental Autonomous Mobility US, LLC.

RESOLUTION NO. 2025 – RXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING A RECOMMENDATION OF THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE OF UP TO \$300,000, TO CONTINENTAL AUTONOMOUS MOBILITY US, LLC., PURSUANT TO SECTION 501.101 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, Continental Autonomous Mobility US, LLC (“Continental”) develops pioneering technologies and services for safe, efficient, intelligent, and affordable solutions for vehicles, machines, traffic, and transportation; and

WHEREAS, Continental opened its 215,000 square-foot New Braunfels manufacturing location in Fall 2022 after an initial investment of \$110M and actively provides employment opportunities for up to 450 employees; and

WHEREAS, the New Braunfels Economic Development Corporation (“NBEDC”) supported this business relocation and entered into an economic development agreement with Continental in July 2020 by providing a land acquisition grant, an NBU sewer line extension to the project, and reimbursements of City building permit and roadway impact fees; and

WHEREAS, the New Braunfels Continental location is competing for an expansion project which would require an additional 65,000 square feet of manufacturing space, would employ an additional 100 jobs, and add an additional \$100M of appraised value to the site; and

WHEREAS, to provide additional support for this expansion project, and to provide similar assistance to Continental’s initial project, the NBEDC will reimburse up to \$300,000 in construction fee, building permit, and roadway impact fees; and

WHEREAS, the expenditure is authorized under 501.101 of the Texas Local Government Code; and

WHEREAS, the NBEDC held a public hearing on September 30, 2025 to request public comments about this project expenditure; and

WHEREAS, after discussing the item, the NBEDC voted to approve an economic development incentive with a project expenditure in an amount of up to \$300,000 to Continental Autonomous Mobility, US LLC.

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

Section 1: That the recommendation of the NBEDC to approve a project expenditure in an amount of up to \$300,000 to Continental Autonomous Mobility US, LLC is hereby approved.

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

PASSED, ADOPTED, AND APPROVED this 13th day of October, 2025.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

AGREEMENT

I. COMPANY’S OBLIGATIONS

A. Initial Investment

1. The Company intends to construct or cause to be constructed improvements at the Facility and agrees to the Commencement of Construction no later than June 30, 2026, subject to Force Majeure.
2. Company shall demonstrate to EDC’s reasonable satisfaction an investment of at least \$70,000,000 cumulatively in the Expansion.

B. Employment

1. The Company agrees to maintain the following employment requirements for employees working at or based out of the Facility throughout the term of the Agreement:

Abatement Year	Minimum Qualified Employees	Minimum Annual Payroll
1st Abatement Year	576	\$35,919,936
2nd Abatement Year	595	\$37,104,795
3rd Abatement Year and continuing through term of this Agreement	640	\$39,911,040

For purposes of the table above, Company shall be deemed to have met the minimum jobs requirement so long as the number of Qualified Employees as of September 15 of the applicable calendar year or the average of the number of Qualified Employees employed on the last day of each month during the applicable calendar year is 80% or greater than the required Minimum Qualified Employees for the compliance year, at the Company's election for such calendar year. Company shall be deemed to have met the minimum Annual Payroll requirement so long as the Annual Payroll actually paid is 90% or greater than the required Minimum Annual Payroll.

2. Average Annual Wage

To avoid any recapture of the incentives provided hereunder, the Company must demonstrate an Average Wage of at least \$62,000 during each year of this Agreement. For purposes hereof, “**Average Wage**” shall be the quotient of (a) the total Wages paid during a calendar year to a group of Qualified Employees at the Project equal to the Minimum Average Number of Qualified Employees specified above for such calendar year, *divided* by (b) the Minimum Average Number of Qualified Employees specified above for such calendar year. In determining the Average Wage, the Company may (a) exclude positions that exceed the Minimum Average Number of Qualified Employees, and (b) include in such calculations single positions held by more than one person during a given calendar year (for example, an individual employee working in January that ceases

employment with the Company and is replaced by another employee in July who works through the end of the year) so long as no overlapping periods are included in the computation of Wages.

3. Local Hiring Goal

To focus the economic benefits of job creation created by the Facility on the local community, the Company shall use commercially reasonable efforts to ensure that no less than twenty percent (20%) of the Qualified Employees required pursuant to Section I.B.1. above shall be Local Employees (the "**Local Hiring Goal**"). For purposes of this Section, "**Local Employee**" shall mean a Qualified Employee whose primary residence is within the boundaries of Comal County or Guadalupe County, Texas as of the date of hire. The Parties acknowledge that this percentage is a good faith commitment and not a rigid hiring quota. The Parties also acknowledge that the Company shall not engage in any hiring practice that would violate applicable federal, state, or local nondiscrimination and equal employment opportunity laws in pursuit of this goal.

The Company shall maintain documentation of its good faith efforts to recruit and hire Local Employees, including but not limited to: posting job openings with local workforce development boards and community organizations; participating in local job fairs and outreach events; advertising in local media outlets; partnering with local educational institutions or training programs.

Notwithstanding the foregoing, however:

(i) if, in any measuring year, the annual unemployment rate for Comal County, Texas, as published by the U.S. Bureau of Labor Statistics through its Local Area Unemployment Statistics (LAUS) program for Comal County, Texas or a mutually agreed-upon source, is less than three and one-half percent (3.5%), then the Local Hiring Goal shall be waived for that year.

(ii) If the Company does not meet the Local Hiring Goal in any measuring year, then the Company shall within twelve (12) months demonstrate its commercially reasonable efforts to increase outreach and recruitment of Local Employees and provide the City with a report detailing such efforts. Evidence of such good faith efforts shall be deemed sufficient to satisfy the Company's obligations under this Section.

(iii) Nothing in this Section shall require the Company to hire or retain any unqualified applicant or to violate applicable employment laws.

(iv) The Local Hiring Goal is not intended and shall not be applied as a proxy for discrimination on the basis of any protected characteristic under applicable law, and if any court of competent jurisdiction, arbitrator, or governmental authority determines that the Local Hiring Goal, as drafted or applied, is or would be such a proxy for discrimination, the Local Hiring Goal shall be waived.

4. Certification Affidavit

To demonstrate satisfaction with the Employment requirement the Company must submit an affidavit in March of each year beginning in the 1st Abatement Year certifying the actual number of Qualified Employees, Aggregate Annual Wages paid as of the end of the preceding calendar year, and the Average Wage during such preceding calendar year. If Company fails to provide

certification as required in this Section by March 31 of the following Abatement Year and fails to subsequently provide such certification within thirty (30) days following written notice from the EDC, the EDC shall have the option to deny eligibility for the Company to receive the Incentive for the Abatement Year in which the certification was required, unless the failure was due to an event of Force Majeure. Notwithstanding the foregoing, Company shall not be required to disclose confidential personnel information regarding individual employees or their compensation.

5. Audit

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

6. Definitions

- a. "**Abatement Year**" refers to each annual period during the term of the Tax Abatement Agreement for which the Company is eligible to receive a property tax abatement, commencing with the First Abatement Year.
- b. "**Affiliate**" means, with respect to any specified person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person or entity. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise. An Affiliate includes, but is not limited to, any parent, subsidiary, or sibling entity of the Company, and any entity in which the Company or its parent, subsidiary, or sibling entity owns, directly or indirectly, at least fifty percent (50%) of the equity interests or voting power.
- c. "**Annual Payroll**" means the total amount of compensation paid to all Qualified Employees, including but not limited to, salaries and wages, bonuses, and payroll taxes paid during the calendar year to all Qualified Employees working at the Facility, excluding employer-paid fringe benefits (such as the employer-paid portion of health insurance premiums, life insurance, meal discounts, discounted or free childcare, 401k match, etc.).
- d. "**Average Wage Condition**" refers to the requirement that the Average Wage be at least \$62,000, as described in Section I.C.
- e. "**Employment Condition**" refers to the "Minimum Qualified Employees" specified in the table in Section I.B.1.
- f. "**Force Majeure**" means any contingency or cause beyond the reasonable control of Company,

including acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action or inaction including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions, fire, earthquake, tornado, hurricane, explosions, floods, epidemics, strikes, slowdowns, work stoppages, unusually severe weather or adverse economic conditions (including, but not limited to, a slowdown in the automotive industry or adverse conditions due to tariffs).

- g. "**Minimum Average Number of Qualified Employees**" refers to the "Minimum Qualified Employees" specified in the table in Section I.B.1.
- h. "**Qualified Employee**" shall mean an employee of the Company, an Affiliate, or a joint venture involving the Company, or a Temp for Hire of the Company, an Affiliate, or such joint venture, who is scheduled to work at least 1,560 hours or more per year (30 or more hours per week) and who is offered benefits commonly associated with full-time employment, including but not limited to healthcare, paid and unpaid leave benefits, and, with respect to employees of the Company (but not Temps for Hire), the right to participate in Company's qualified retirement plan (or a similar plan in the case of any joint venture employees).
- i. "**Temp for Hire**" means an individual that is employed by a temporary employee agency (or similar business) who is working at the Facility pursuant to a contract between Company or its Affiliate and such temporary employee agency or other similar business.
- j. "**Wage**" is defined as the gross wages paid to an employee, excluding employer- paid fringe benefits (such as the employer paid portion of health insurance premiums, life insurance, meal discounts, discounted or free childcare, 401k match, etc.) but including the employee-elective benefits paid out of the gross wages (such as the employee paid portion of health insurance premiums, employee contributions to health savings accounts and cafeteria plans and 401k contributions made by employees).
- k. "**Wage Condition**" refers to the "Minimum Annual Payroll" specified in the table in Section I.B.1.

II. INCENTIVES

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

- A. Upon EDC's determination that Company has complied with the requirements of Section I.A.1 and Section I.A.2 of this Agreement, the EDC will pay an amount not to exceed \$300,000, on behalf of the Company, for building permit fees, roadway impact fee and any other impact, regulatory or construction or permitting fee required by a governmental regulating entity associated with construction of the New Braunfels facility. Such amount may be paid directly from the EDC to the City or shall be reimbursed to Company within 30 days following written request received by the EDC. Any such fees in excess of the grant amount shall be the responsibility of the Company.

III. REPAYMENT

- A. For each year that the Company fails to satisfy the Employment Condition, the Wage Condition and/or the Average Wage Condition, the Company shall pay back to the EDC an amount equal to

the greater of (a) \$1,000 for each Qualified Employee position short of the Employment Condition; (b) one percent (1%) of the aggregate wages for Qualified Employees short of the Wage Condition; or (c) one percent (1%) of the product of (1) the Minimum Average Number of Qualified Employees for such year multiplied by (2) the difference between (A) \$62,000 less (B) the Average Wage for such year. Such repayment obligation shall be the sole remedy of the EDC for a failure of the Company to satisfy the Employment Condition, the Wage Condition, and/or the Average Wage Condition.

- B. For each year that the Company fails to satisfy the Local Hiring Goal following a failure to cure such failure as provided under Section I.C.ii) above and subject to the other conditions and qualifications hereunder, the Company shall pay back to the EDC an amount equal to \$1,000 per percentage point short of the Local Hiring Goal for that year.
- C. In no event, may the aforementioned amounts repaid by the Company to the EDC exceed the value of the incentives actually received by the Company from the EDC.

IV. NONDISCRIMINATION

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

V. UNDOCUMENTED WORKERS

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

VI. ASSIGNMENT

Company may not assign this Agreement without the prior written consent of the EDC, whose consent shall not be unreasonably withheld; provided, however, that Company may assign this Agreement, without the prior written consent of the EDC, to any Affiliate of Company or in connection with a corporate reorganization, merger, consolidation, sale of all or substantially all of its assets, or any change in control resulting from such a transaction, so long as the assignee expressly assumes in writing all obligations of Company under this Agreement. For the avoidance of doubt, a change in the name of the Company, a change in the ownership of the parent entity of the Company, or a spin-off, reorganization, or similar transaction affecting the Company or its parent entity, shall not be considered an assignment requiring the EDC's consent, provided that the entity assuming the obligations under this Agreement expressly assumes in writing all such obligations. Additionally, a change in the legal name of the Company or a change in control resulting solely from a reorganization of the Company's parent company shall not be deemed to constitute an assignment under this Agreement or trigger the assignment provisions herein.

VII. NOTICE

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

Any communication to Company shall be addressed to:

Ibro Muharemovic
Head of Market Americas BA Autonomous Mobility
One Continental Drive
Auburn Hills, MI 48326

Legal Department
One Continental Drive
Auburn Hills, MI 48326

VIII. SEVERABILITY

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

IX. ENTIRE AGREEMENT

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

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto execute this agreement in duplicate originals on this ____ day of October, 2025.

NEW BRAUNFELS ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Shane Hines, *President*

NEW BRAUNFELS ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Larry Hammonds, *Secretary*

IN WITNESS WHEREOF, the parties hereto execute this agreement in duplicate originals on this ____ day of October, 2025.

CONTINENTAL AUTONOMOUS MOBILITY
US, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

10/13/2025

Agenda Item No. O)

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 Professional Fire Fighters Association, Local 3845 of the International Association of Fire Fighters, for a term ending on September 30, 2027.

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

The Texas Local Government Code, (Chapter 142), allows certain cities to meet and confer with the firefighter and police associations regarding issues of wages, salaries, rates of pay, hours of work, and other terms and conditions of employment. Once an agreement is reached by the negotiating teams, the agreement must be ratified by the majority of the City Council and the majority of covered firefighters by secret ballot election. A fully ratified Meet and Confer Agreement may supersede contrary state statutes, local ordinances, civil service law, and rules adopted by the Chief or New Braunfels Firefighters and Police Officers Civil Service Commission. If dissatisfied with a ratified agreement, registered voters in the city can order an election to repeal a Meet and Confer Agreement ratified by the City and the Association.

In April 2018, the New Braunfels Professional Fire Fighters Association (NBPFFA) filed a petition seeking to be recognized by the City as the sole bargaining agent for the Fire Department's civil service employees, excluding the Fire Chief, Assistant Fire Chief, and exempt employees. The Association represented to management and City Council that they wanted to utilize the meet and confer process to establish hiring and promotional standards and processes. The Association representatives stated they did not want to incorporate issues such as salary and benefits into the meet and confer process and agreement. The law does not require either the public employer or the Association to meet and confer on any issue, or to reach an agreement.

In May 2018, City Council adopted the resolution granting the NBPFFA as the sole and exclusive bargaining agent for employees. A year later, the Association representatives notified the City Manager that they were ready to meet and confer and thus, negotiations began. Since then, the agreement has been amended and approved by City Council on October 25, 2021 (120-day extension), January 24, 2022, August 28, 2023, and December 9, 2024 with a termination date of September 30, 2026.

The parties were able to meet and negotiate amendments and renewal to the last approved Meet and Confer Agreement at a lawfully posted, public meeting held on May 30, 2025, in accordance with the Texas Open Meetings Act and Ch. 142.063 of the Local Government Code.

Summary of Proposed Contract Amendments:

Article 4. Promotions, addition of:

Section 8. Promotional Candidate Request for Bypass

- (a) A promotional candidate who declines an offered promotional appointment shall submit a written request to the Department Head to be bypassed for that vacancy on the current eligibility list. The request must include the specific reason(s) for the bypass.
- (b) Upon receipt of the written request, the candidate's name shall be returned to its original position on the eligibility list and shall remain eligible for future vacancies while the list is in effect, subject to the limitation in subsection (c) below.
- (c) If a candidate requests a bypass for a second time for the same vacancy while the same eligibility list is active, that candidate shall be removed from the list.

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. 2025 - _____

A RESOLUTION OF THE CITY OF NEW BRAUNFELS, TEXAS, RENEWING AND AMENDING THE MEET AND CONFER AGREEMENT BETWEEN THE CITY OF NEW BRAUNFELS AND THE NEW BRAUNFELS PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 3845, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council adopted Resolution No. 2018-R31 recognizing the New Braunfels Professional Firefighters Association, (the “Association”) as the sole and exclusive bargaining agent for all municipal firefighters, excluding the Fire Chief and the Assistant Chief who are excluded under Section 142.103 and Section 142.108 (b) of the Texas Local Government Code (hereinafter collectively referred to as the Covered Firefighters); and

WHEREAS, the New Braunfels Professional Firefighters Association wanted to meet and confer with the City on matters limited to hiring and promotional practices; and

WHEREAS, the parties negotiated terms related to hiring and promotional practices, as reflected in the original Meet and Confer Agreement attached as Exhibit A to Resolution No. 2019-R43; and

WHEREAS, City Council approved the Meet and Confer Agreement on September 23, 2019, with an effective date of October 1, 2019, and a termination date of September 30, 2021; and

WHEREAS, the City Council adopted Resolution No. 2021-R59 that approved an extension through January 28, 2022, to allow the parties sufficient time to meet and negotiate the renewal and amendment to the Agreement; and

WHEREAS, the parties were able to meet and negotiate a renewal along with several amendments to the original Meet and Confer Agreement at a lawfully posted, public meeting held on December 6, 2021, in accordance with the Texas Open Meetings Act and Ch. 142.063 of the Local Government Code; and

WHEREAS, City Council approved the Meet and Confer Agreement on January 24, 2022, with an effective date of October 1, 2021, and a termination date of September 30, 2023; and

WHEREAS, the City Council adopted Resolution No. 2023-R52 that approved renewal and several amendments to the last approved Meet and Confer Agreement at a lawfully posted, public meetings held on May 26, 2023, July 13, 2023, and July 31, 2023 in accordance with the Texas Open Meetings Act and Ch. 142.063 of the Local Government Code; and

WHEREAS, City Council approved the Meet and Confer Agreement on August 28, 2023, with an effective date of October 1, 2023, and a termination date of September 30, 2025; and

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 meeting held on July 18, 2024 and September 3, 2024 in accordance with the Texas Open Meetings Act and Ch. 142.063 of the Local Government Code; and

WHEREAS, the City Council adopted Resolution No. 2024-R83 on December 9, 2024 that approved renewal and several amendments to the last approved Meet and Confer Agreement with an effective date of December 9, 2024, and a termination date of September 30, 2026; and

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 meeting held on May 30, 2025 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 renewal and amendment of the original Meet and Confer Agreement with the New Braunfels Professional Firefighters Association, Local 3845 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 full, updated Meet and Confer Agreement, as renewed and amended, is attached hereto as Exhibit A, with the term ending on September 30, 2027.

SECTION 2.

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 October 2025.

Neal Linnartz, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

EXHIBIT A

Meet and Confer Agreement

between

The City of New Braunfels

and

New Braunfels Professional

Fire Fighters Association,

IAFF Local 3845

Effective October 1, 2019

Amendment Dates:

October 25, 2021 (120-day extension)

January 24, 2022

August 28, 2023

December 9, 2024

October 13, 2025

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DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the New Braunfels Professional Fire Fighters Association and the City of New Braunfels.
2. "Association" means the New Braunfels Professional Fire Fighters Association, (IAFF Local 3845), its elected leaders and its collective membership.
3. "City" means the City of New Braunfels, its mayor, city council members, city manager, fire chief and those persons designated by the City of New Braunfels to manage the city and its fire department.
4. "Commission" means the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission.
5. "Composite Score" means the sum of a passing written score plus the Assessment Center score but excludes seniority and education points.
6. "Day" or "days" shall mean calendar days unless otherwise specified.
7. "Department" means the New Braunfels Fire Department.
8. "Department head" means the Chief of the New Braunfels Fire Department, his or her designee, or an acting Chief of the New Braunfels Fire Department.
9. "Director" means the Director of the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission.
10. "Education Points" means those points earned based on the highest level of education completed, in accordance with the following: 1 point for an Associate's degree, 2 points for a Bachelor's degree, 3 points for a Master's degree or Doctorate degree.
11. "Firefighter" means a firefighter employed by the Fire Department by the City of New Braunfels.
12. "Local rules" means the Local Rules and Regulations promulgated by the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission.

13. "Parties" means the City of New Braunfels and the New Braunfels Professional Fire Fighters Association and "Party" means the City of New Braunfels or the New Braunfels Professional Fire Fighters Association.
14. "Seniority Points" means 1 point for every total year served in the same rank within the New Braunfels Fire Department, not to exceed 10 seniority points.
15. "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.

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 PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 3845, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS.

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 PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 3845, 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 PROFESSIONAL FIRE FIGHTERS

ASSOCIATION, LOCAL NO. 3845, as the sole and exclusive bargaining agent for the covered firefighters described in the petition for recognition, excluding the head of the Fire 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

HIRING

Section 1. Age Requirements for Entry-Level Firefighter

The parties recognize the need to increase the maximum age limit for an entry level position in order to improve the pool of potential candidates in the selection process. An applicant for entry- level firefighter must not have reached their 40th birthday as of the date of the written examination.

Section 2. Interview Board

Once an applicant has successfully completed the application, written exam, and physical agility portions of the entry-level process and met all suitability factors, the applicant must go before an Interview Board. The Board will be made up of two Firefighters, two Engineers, and one Company Officer (any rank below that of Battalion Chief/Division Chief). In order to pass this part of the hiring process, the applicant must receive at least a supermajority vote of confidence. A supermajority means a simple majority plus one. All recommendations for disqualification must be reviewed and approved by the Department Head prior to disqualification.

Section 3. Paramedic Certification Credit

Applicants who possess certification as a paramedic by the Texas Department of State Health Services will receive a total of 5 points added to the overall passing score.

Section 4. Candidate Physical Agility Scores

The physical agility testing will add up to five points of the candidate’s overall score, with the written examination constituting up to 100 points. The breakdown of awarded points with time breaks is as follows:

TIME	POINTS AWARDED
2:29 >	5
2:30-2:59	4
3:00-3:29	3
3:30-4:00	2
4:01-4:29	1
4:30-5:00 (Passing)	0

Additionally, a ladder climb will be included as a portion of the Firefighter entry-level testing to ensure the applicant's comfort with heights. The logistics of this process will be decided by the Department Head.

Section 5. Reappointment After Resignation

- (a) A classified employee who voluntarily resigns from the Department and meets the eligibility requirements for a vacant position may be reappointed as a Fire Fighter with the Department without taking another entrance examination or being placed on an Eligibility List. Reappointment of a classified employee is totally at the discretion of the Department Head.
- (b) The former employee shall submit a written request to be reappointed to the Department Head, who makes the final recommendation to the City Manager for reappointment. A candidate for reappointment shall not be considered unless recommended by the Department Head. A candidate for reappointment may not appeal his/her rejection.
- (c) Prior to recommending reappointment of a former classified employee to the Department, the Department Head may review past performance records of the candidate, conduct a background investigation, require appropriate pre-employment tests and require any other portion of the employment process he/she deems appropriate.
- (d) Upon receiving a conditional offer of reappointment, the candidate shall pass a drug test and a physical examination prescribed by the City.
- (e) A candidate for reappointment shall fully meet the requirements of the Texas Commission on Fire Protection Personnel Standards and Education and Section 143.023 Eligibility for Beginning Position.
- (f) A candidate for reappointment may be appointed regardless of the availability of a list of eligible candidates. A candidate for reappointment has priority over candidates on a list of eligible candidates.
- (g) In addition to the reasons for rejection listed in Section 143.023, a candidate for reappointment may be rejected for reasons related to previous work performance with the City.
- (h) Prior service shall not count toward service for promotional eligibility.
- (i) Any candidate reinstated shall not be credited with accrued sick leave or vacation. The candidate's years of prior service shall not count for determining vacation eligibility and accrual rate.

- (j) The candidate's years of prior service will not be counted towards determining placement in the salary step system.
- (k) Age limitations provided under Section 143.023 of the Local Government Code do not apply to reappointments; however, applicants for reappointment must not have reached their 40th birthday as of the date the written request for reappointment is received by the City.

Section 6. Certification Requirements for Entry-Level Firefighter

In order to improve the pool of potential candidates for entry-level firefighter, the parties recognize the need to increase the time frame to obtain minimum certifications as a Basic Firefighter and Basic Emergency Medical Technician (referred in this section as "required certifications"), from date of written examination to date of conditional job offer. In addition to meeting all other minimum eligibility requirements and suitability factors required by the Commission and state law to take the written examination, applicants must be certified as a Basic Firefighter, or certifiable, as established by the Texas Commission on Fire Protection (TCFP) AND must be certified as EMT-basic or higher, or certifiable, by the Texas Department of Health and Human Services. Certifiable means that the Applicants will be required to show proof of enrollment as applicable: those that are currently enrolled in a DSHS approved EMT program or TCFP fire academy and those that have certifications from other states or national registry who are currently in the process of obtaining Texas certifications. Proof of completed applicable certifications will need to be submitted by the date of the conditional job offer in order to proceed to the onboarding process. The proof of enrollment will only suffice to move forward in the process prior to the conditional job offer.

A candidate who is placed on an eligibility list, but has not received the required certifications at the time a vacancy occurs, will not receive a conditional job offer and will be passed over for appointment by the Department Head, but they will remain on the eligibility list until: (1) they are no longer enrolled in a DSHS approved EMT program or TCFP fire academy, (2) they are not currently awaiting receipt of the required certifications, or (3) the eligibility list expires. If another vacancy arises, and the passed over candidate has obtained the required certifications, the Department Head must make a conditional job offer to that previously passed over candidate before going down the list. If the candidate still does not have the required certifications, they will be passed over again. Any candidate who declines a conditional job offer will be removed from the eligibility list.

Section 7. Statutory Override

This article supersedes the following section of the Local Government Code: Sections 143.022 and 143.023. This article preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the

Department head or the Commission.

ARTICLE 4

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 a fair opportunity to display skills and abilities that serve as additional indicators that they will perform well in the position of Fire Lieutenant, Fire Captain, or Battalion Chief/Division Chief. Applicants will be required to pass the written examination and participate in and complete all components of the assessment center before being placed on the eligibility list for promotion.

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 Fire Lieutenant, Fire Captain, and Battalion Chief/Division 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) For Fire Department promotions, required annual Fire Department physicals/health screenings will replace the requirement for a drug test or physical at a clinic. The annual Fire Department physical/health screening must be completed in the last 12 months from the promotion and all necessary components of the screening, including required follow up as directed by a physician, must be completed or in progress.
- (d) The written examination will be based upon no more than three (3) written source materials, determined by the Department, and approved by the Commission. The notice of source materials and notice of promotional examination shall be posted no fewer than ninety (90) days prior to the examination.
- (e) The 90-day promotional testing notice (written examination) is also applicable to the

Engineer rank.

- (f) 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%). 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. A passing written score for Fire Department promotional candidates is a grade of 70 or higher before any additional points, as applicable, are added as provided in Section 143.033 Promotional Examination Grades.
- (b) For a promotional candidate applying for the Fire Lieutenant classification, seventy percent (70%) of a promotional candidate's composite score will be based on the written score.
- (c) For a promotional candidate applying for the Fire Captain classification, 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 Battalion Chief/Division Chief classification, fifty percent (50%) 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 with a minimum of 70%, then the candidate's written

score, after adding applicable seniority points and education points, shall account for one hundred percent (100%) of the candidate's final score.

- (b) For a promotional candidate applying for the Fire Lieutenant classification, thirty percent (30%) of a promotional candidate's composite score will be based on an assessment center.
- (c) For a promotional candidate applying for the Fire Captain classification, forty percent (40%) of a promotional candidate's composite score will be based on an assessment center.
- (d) For a promotional candidate applying for the Battalion Chief/Division Chief classification, fifty (50%) percent of a promotional candidate's composite score will be based on an assessment center.

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 certified firefighters at a rate of 1 point for every total year served in that same rank within the New Braunfels Fire Department, not to exceed 10 seniority points. Each full year of service equals one (1) point. 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. Upon promotion to a higher rank, seniority points will reset to zero points. For the purpose of tie-breakers, seniority points will be awarded in accordance with the local civil service rules.
- (b) For promotional candidates applying for the Fire Lieutenant classification, 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 .70 to account for seventy percent (70%) of the candidate's composite score; by taking the candidate's assessment center score and multiplying that score by .30 to account for thirty percent (30%) 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, and education points, not to exceed three (3) 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 and education points added to the composite score.

(Passing Score on Written Examination x 70%) + (Assessment Center Score x 30%) = Composite Score

Composite Score + Seniority Points + Education Points = Final Score *

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

* The Parties mutually agree that Education Points shall only be applied if proof of degree has been submitted to Human Resources Dept. by 5:00 p.m. the business day prior to the written exam.

- (c) For promotional candidates applying for the Fire Captain classification, 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) seniority points, and education points, not to exceed three (3) 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 and education points added to the composite score.

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

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

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

* The Parties mutually agree that Education Points shall only be applied if proof of degree has been submitted to Human Resources Dept. by 5:00 p.m. the business day prior to the written exam.

- (d) For promotional candidates applying for the Battalion Chief/Division Chief classification, 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 .50 to account for fifty percent (50%) 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 adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, and education points, not to exceed three (3) 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 and education points added to the composite score.

(Passing Score on Written Examination x 50%) + (Assessment Center Score x 50%) = Composite Score

Composite Score + Seniority Points + Education Points = Final Score *

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

* The Parties mutually agree that Education Points shall only be applied if proof of degree has been submitted to Human Resources Dept. by 5:00 p.m. the business day prior to the written exam.

- (e) For promotional candidates applying for the Fire Engineer classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score, and adding any applicable seniority points, not to exceed ten (10) seniority points, and education points, not to exceed three (3) education points, to compute the final score (see below). Only a candidate that successfully passes the written examination will have seniority and education points added to the composite score. Promotional candidates applying for the Fire Engineer classification will not complete an assessment center.

Written Score + Seniority Points + Education Points = Final Score*

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

* The Parties mutually agree that Education Points shall only be applied if proof of degree has been submitted to Human Resources Dept. by 5:00 p.m. the business day prior to the written exam.

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 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.

1. The consultant will select as many assessors as it requires within the following guidelines. In this section, Fire Officer shall refer to any firefighter holding the rank of Fire Lieutenant or higher.
2. Assessors selected must have at least 4 years of experience in any of the following areas: Personnel Administration; Behavioral Science; Fire Administration and Operations; and Fire Ground Command and Tactics.
3. There must be at least two (2) certified Fire Officer Assessors for every one (1) Civilian Assessor appointed by the consultant.

4. All certified Fire Officer members of the Assessor board shall be of any rank equal to or higher than the position sought.
5. 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. Review and Appeal of Promotional Examination

- (a) Beginning on the first business day following the examination date, a promotional candidate may review his/her examination booklet, his/her answer sheet, the answer key, and the source material for the 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 examination documents. The period of review of 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.

Section 8. Promotional Candidate Request for Bypass

- (a) A promotional candidate who declines an offered promotional appointment shall submit a written request to the Department Head to be bypassed for that vacancy on the current eligibility list. The request must include the specific reason(s) for the bypass.
- (b) Upon receipt of the written request, the candidate's name shall be returned to its original position on the eligibility list and shall remain eligible for future vacancies while the list is in effect, subject to the limitation in subsection (c) below.
- (c) If a candidate requests a bypass for a second time for the same vacancy while the same eligibility list is active, that candidate shall be removed from the list.

Section 9. Appointment and Removal of Assistant Chief

- (a) Intent.
In adopting this Article, the Parties agree that the Department Head shall be able to appoint each person occupying the classification immediately below that of Department Head and above that of Battalion Chief/Division Chief.

(b) Requirements.

A Person appointed to a position in the classification immediately below that of the Department Head and above Battalion Chief/Division Chief must:

- i. Be employed by the municipality of the Department;
- ii. Have a permanent classification in at least an officer level; and
- iii. Meet the requirements for appointment as head of a fire department prescribed by Section 143.013(b).

(c) Appointment.

- i. A person appointed under this Article serves at the pleasure of the Department Head. A person who is removed from the position by the Department Head shall be reinstated in the Department and placed in the same classification, or its equivalent, that the person held before appointment. The person retains all rights of seniority in the Department.
- ii. If a person appointed under this Article is charged with an offense in violation of civil service rules and is indefinitely suspended by the Department Head, the person has the same rights and privileged of a hearing before the Commission in the same manner and under the same conditions as a classified employee. If the Commission, a hearing examiner, or a court of competent jurisdiction finds the charges to be untrue or unfounded, the person shall immediately be restored to the same classification, or its equivalent, that the person held before appointment to the rank of Assistant Chief. The person has all the rights and privileges of the prior position according to seniority and shall be repaid for any lost wages.

Section 10. Statutory Override

This article supersedes the following sections of the Local Government Code:

- **Section 143.022(b):** Superseded to allow annual department physicals to replace the mandatory physical and drug test for promotions, provided the annual physical occurred within 12 months of the promotional appointment.
- **Section 143.033(b):** Superseded by the agreement's provision that seniority points reset to zero upon promotion to a higher rank within the New Braunfels Fire Department.
- **Section 143.034:** The agreement does not change the five (5) business day deadline to file

an appeal under 143.034(a). However, it extends the timeframe for candidates to review test materials, allowing access up to the time of the appeal hearing, rather than only immediately after the test.

- **Section 143.036:** This language supersedes only the portion of Section 143.036 of the Texas Local Government Code that governs a promotional candidate's request to decline a promotional appointment. In accordance with Section 8 of this Agreement, a promotional candidate may request to be bypassed without being automatically removed from the eligibility list and without providing proof of temporary inability or other causes beyond their control, as otherwise required by statute. The bypass request does not require Commission approval, and the candidate's name shall remain on the list for future vacancies while the list remains active. This supersession applies solely to candidate-initiated bypass requests and does not alter the Fire Chief's statutory authority to bypass a candidate or declare a list exhausted.

ARTICLE 5

**ALTERNATIVE DISCIPLINARY
PROCESS FOR MINOR INCIDENTS**

Section 1. Scope and Process

This section allows for an alternative disciplinary process that will apply only to cases involving minor misconduct as determined at the sole discretion of the Department Head. The Department Head must determine that the misconduct does not warrant a disciplinary suspension in excess of 72 hours without pay or benefits. Upon the Department Head determining that the misconduct is minor, the employee will be notified and may agree to proceed under this Article. If the employee agrees to proceed under Article 5, the employee must indicate agreement in writing that they voluntarily accept the proposed discipline, and voluntarily waive their rights to an internal investigation, pre-disciplinary hearing, and all respective rights to appeal or otherwise challenge the allegations specified by the Department Head, and further waive any rights provided under the Texas Local Government Code Chapter 143 (Civil Service), the City's Personnel Policy, to any District Court, or any other applicable appeal procedure.

This section does not apply to disciplinary suspensions without pay or benefits that exceed 72 hours. Further, this section shall not apply if not agreed upon by both the Department Head and the employee.

The suspended employee may forfeit vacation time as allowed in Section 143.052 DISCIPLINARY SUSPENSIONS, paragraph (2) of the Local Rules and Regulations adopted by the City of New Braunfels Firefighters and Police Officers Civil Service Commission in lieu of time off.

ARTICLE 6

TERM OF AGREEMENT

Section 1. Term

This Agreement shall have an effective date of October 13, 2025, and shall remain in full force and effect through September 30, 2027. 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 7

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 Firefighter's 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

(Amended Agreement approved by New Braunfels City Council on the 13th day of October, 2025)

By: _____ Dated: _____
ROBERT CAMARENO
CITY MANAGER

ATTEST:

GAYLE WILKINSON
CITY SECRETARY

APPROVED:

APPROVED AS TO FORM:

RUY LOZANO
FIRE CHIEF

VALERIA M. ACEVEDO
CITY ATTORNEY

**THE NEW BRAUNFELS PROFESSIONAL FIRE FIGHTERS ASSOCIATION,
IAFF, LOCAL #3845**

Ratified by NBPFFA Membership on:

By: _____ Dated: _____
JAMES SELLERS
PRESIDENT, NBPFFA - IAFF LOCAL #3845

By: _____ Dated: _____
DUSTIN BRAY
SECRETARY, NBPFFA – IAFF LOCAL #3845

10/13/2025

Agenda Item No. P)

PRESENTER:

Christopher J. Looney, AICP, Neighborhood and Community Planning Director

SUBJECT:

Approval of the first reading of an ordinance, in accordance with adopted agreements with the property owner, to annex for limited purposes Lot 1, Block 115, Mayfair - Parcel E-15 Subdivision, consisting of 19.99 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: Costco Wholesale Corp.
999 Lake Dr.
Issaquah, WA 98027

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 - Parcel E-15 Subdivision plat (attached) was recorded with Comal County on July 1, 2025. Final action on the limited purpose annexation of Lot 1 (second reading) must occur before December 28, 2025.

Lot 2 of the Mayfair - Parcel E-15 Subdivision includes 1.7 acres that is not yet part of Comal County Water Improvement District 3, nor is it included in the Development Agreement nor identified as “Eligible Property” in the SPA. Limited purpose annexation of Lot 2 will not occur until after the 1.7 acres is annexed into the District, included in the Development Agreement, and included as “Eligible Property” in the SPA.

Lot 900 of the Mayfair - Parcel E-15 Subdivision is designated as a landscape, pedestrian and access easement and is not subject to limited purpose annexation.

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.

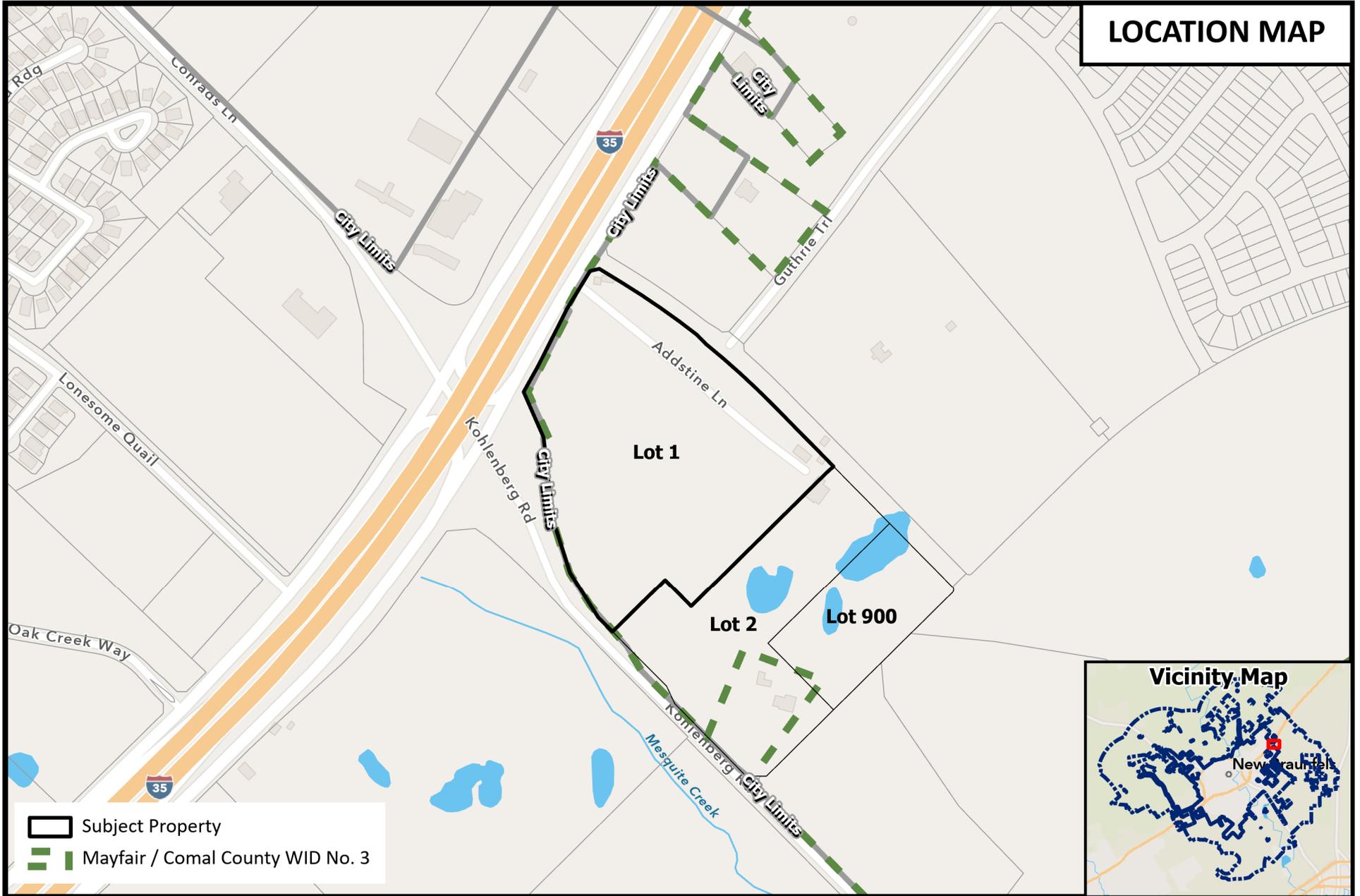
RECOMMENDATION:

Approval

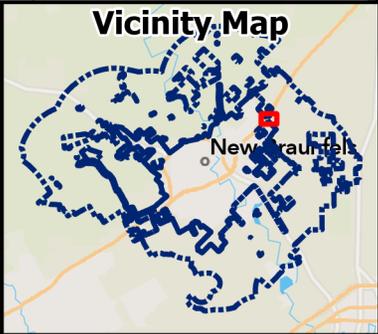
Resource Links:

- Mayfair Strategic Partnership Agreement (SPA):
newbraunfels.gov/DocumentCenter/View/26106/Mayfair-Partnership-Agreement?bidId=<https://newbraunfels.gov/DocumentCenter/View/26106/Mayfair-Partnership-Agreement?bidId=>

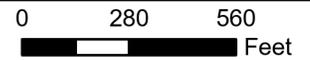
LOCATION MAP



- Subject Property
- Mayfair / Comal County WID No. 3



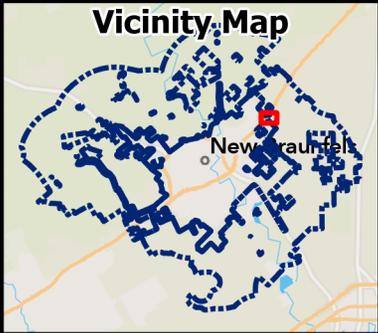
CS25-0353 Limited Purpose Annexation Lot 1, Block 115, Mayfair - Parcel E-15



AERIAL MAP

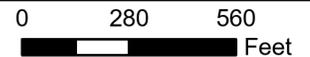


-  Subject Property
-  Mayfair / Comal County WID No. 3

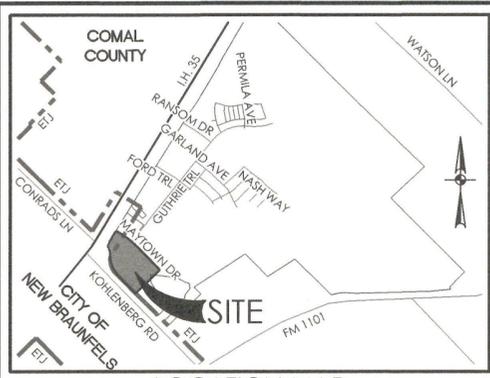


CS25-0353 Limited Purpose Annexation Lot 1, Block 115, Mayfair - Parcel E-15

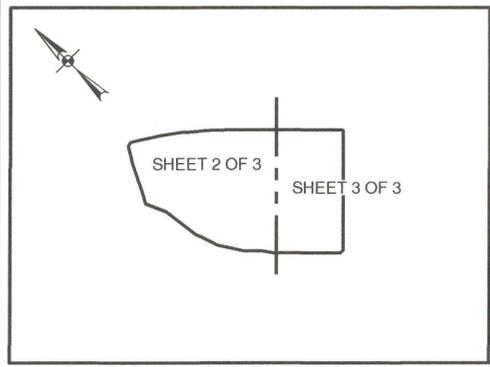
Source: City of New Braunfels Planning
Date: 9/30/2025



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



LOCATION MAP
MAPSCO MAP GRID: 123X1
NOT-TO-SCALE



INDEX MAP
SCALE: 1" = 1000'

NBU 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 DWELLING 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/DEVELOPERS 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 LANDSCAPING OR IRRIGATION IN UE/LE.

FLOOD ZONE NOTE:
NO PORTION OF ANY LOT ON THIS PLAT IS WITHIN AN INDICATED SPECIAL FLOOD HAZARD ZONE ACCORDING TO THE FEMA FIRM MAP NO. 48091C0460F EFFECTIVE DATE 9/2/2009.

UTILITY PROVIDER NOTE:
THE PROPERTY WILL BE SERVED BY THE FOLLOWING:
NEW BRAUNFELS UTILITIES (WATER, SEWER, ELECTRIC)
CENTRIC (TELECOMMUNICATIONS, GAS)

SUBDIVISION PLAT OF MAYFAIR - PARCEL E-15

BEING 36.230 ACRES OF LAND, SITUATED IN THE ANTONIO MARIA ENSNAURIZAR SURVEY NUMBER 1, ABSTRACT NUMBER 1, COMAL COUNTY, TEXAS AND BEING COMPRISED OF A PORTION OF 1.735 ACRES, DESCRIBED IN A DEED FROM JOHN DENMAN SMITH TO SOUTHSTAR AT MAYFAIR KOHLENBERG, L.L.C. AS RECORDED IN DOCUMENT NUMBER 202406017875 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, A PORTION OF 20.900 ACRES, DESCRIBED IN A DEED FROM STATE OF TEXAS TO BEAVERHEAD NB, L.L.C. AS RECORDED IN DOCUMENT NUMBER 202106037785 OF THE SAID OFFICIAL PUBLIC RECORDS AND A PORTION OF 778.313 ACRES, DESCRIBED IN A DEED FROM SOUTHSTAR AT MAYFAIR, L.L.C. TO SOUTHSTAR AS MAYFAIR, L.L.C. TO SOUTHSTAR AT MAYFAIR DEVELOPER, L.L.C. 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 CROSS SWALE PREVENTING RUNOFF FROM ENTERING THE GARAGE AND SHALL PREVENT WATER FROM LEAVING THE STREET.
 5. THIS UNIT CONTAINS 2 BUILDABLE 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, L.L.C. 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, L.L.C.

- 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 ENCROACH 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 TXDOTS, "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 CITY ORDINANCE. 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 115 IS A LANDSCAPE, PEDESTRIAN AND ACCESS EASEMENT. AFOREMENTIONED LOT TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR PROPERTY OWNER AND NOT THE CITY OF NEW BRAUNFELS.

SIDEWALK AND ACCESSWAY NOTE:

1. SIX (6) FOOT WIDE SIDEWALKS WILL BE CONSTRUCTED BY THE DEVELOPER PER CITY STANDARDS AT THE TIME OF STREET CONSTRUCTION ALONG:
 - MAYTOWN DRIVE (IH-35 TO GUTHRIE TRI)
 - PROMENADE TRAIL
2. TWELVE (12) FOOT WIDE SIDEWALKS WILL BE CONSTRUCTED BY THE DEVELOPER PER CITY STANDARDS AT THE TIME OF STREET CONSTRUCTION ALONG MAYTOWN DRIVE (GUTHRIE TRI TO PROMENADE TRI)
3. SIX (6) FOOT WIDE SIDEWALKS WILL BE CONSTRUCTED BY THE BUILDER PER CITY STANDARDS AT THE TIME OF BUILDING PERMIT ALONG:
 - KOHLENBERG ROAD
 - IH-35

STATE OF TEXAS
COUNTY OF COMAL

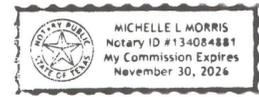
I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE MAYFAIR - PARCEL E-15 SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF COMAL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: **JIM VATER**
SOUTHSTAR AT MAYFAIR DEVELOPER, L.L.C.
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 25th DAY OF June, 2025, BY Jim Vater

Michelle L Morris
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES Nov. 30, 2026



**PAPE-DAWSON
ENGINEERS**

1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5533
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

DATE OF PREPARATION: June 24, 2025

STATE OF TEXAS
COUNTY OF COMAL

I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE MAYFAIR - PARCEL E-15 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.

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SOUTHSTAR AT MAYFAIR DEVELOPER, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY
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NEW BRAUNFELS, TX 78130

STATE OF TEXAS
COUNTY OF COMAL

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STATE OF TEXAS
COUNTY OF COMAL

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OWNER/DEVELOPER: **JIM VATER**
BEAVERHEAD NB, L.L.C.
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 25th DAY OF June, 2025, BY Jim Vater

Michelle L Morris
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES Nov. 30, 2026



LINE #	BEARING	LENGTH
L1	N76°26'06"E	35.36'
L2	S58°33'54"E	96.84'
L3	S44°40'02"E	50.31'
L4	S45°22'20"W	970.56'
L5	N89°37'40"W	75.36'
L6	N44°37'40"W	528.67'
L7	N34°42'40"W	102.61'
L8	N44°50'55"W	149.93'
L9	N31°26'06"E	163.84'
L10	S48°10'18"W	33.05'
L11	S44°50'55"E	20.00'
L12	S45°09'05"W	25.00'
L13	N45°09'05"E	25.00'
L14	S24°50'55"E	71.32'
L15	S44°50'55"E	360.66'

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	2970.00'	6°33'58"	S55°16'55"E	340.18'	340.37'
C2	2964.00'	6°24'24"	S47°49'52"E	331.25'	331.42'
C3	15.00'	90°00'00"	S02°22'20"W	21.21'	23.56'

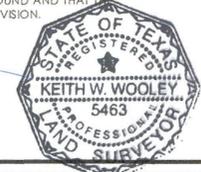
SURVEYOR'S NOTES:

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 CORS NETWORK.
3. DIMENSIONS SHOWN ARE SCALED TO SURFACE WITH A SURFACE ADJUSTMENT OF 1.00017 APPLIED.
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 1 OF 3

SHEET 1 OF 3

CERTIFICATE OF APPROVAL

APPROVED THIS THE 7th DAY OF March, 2025, BY THE CITY OF NEW BRAUNFELS, TEXAS.

APPROVED FOR ACCEPTANCE
6/26/2025 *Matthew Linnert*
DATE FOR DIRECTOR OF PLANNING
6/26/2025 *Chris Barr*
DATE CITY ENGINEER

STATE OF TEXAS
COUNTY OF COMAL

I, Bobbie Koeppe, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN THE MAP AND PLAT RECORDS, DOC. # 202506020320 OF COMAL COUNTY ON THE 1st DAY OF July, 2025 AT 1:27 P.M.

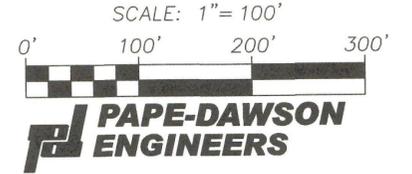
WITNESS MY HAND OFFICIAL SEAL, THIS THE 1st DAY OF July, 2025.

COUNTY CLERK, COMAL, COUNTY, TEXAS
BY: *Jessica Hester*, DEPUTY

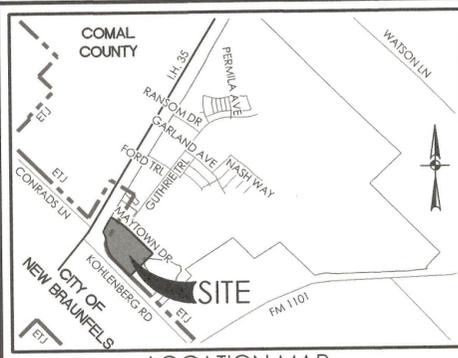


SUBDIVISION PLAT OF MAYFAIR - PARCEL E-15

BEING 36.230 ACRES OF LAND, SITUATED IN THE ANTONIO MARIA ENSNAURIZAR SURVEY NUMBER 1, ABSTRACT NUMBER 1, COMAL COUNTY, TEXAS AND BEING COMPRISED OF A PORTION OF 1.735 ACRES, DESCRIBED IN A DEED FROM JOHN DENMAN SMITH TO SOUTHSTAR AT MAYFAIR KOHLENBERG, LLC. AS RECORDED IN DOCUMENT NUMBER 202406017875 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS. A PORTION OF 20.900 ACRES, DESCRIBED IN A DEED FROM STATE OF TEXAS TO BEAVERHEAD NB, LLC. AS RECORDED IN DOCUMENT NUMBER 202106037785 OF THE SAID OFFICIAL PUBLIC RECORDS AND A PORTION OF 778.313 ACRES, DESCRIBED IN A DEED FROM SOUTHSTAR AT MAYFAIR, LLC. TO SOUTHSTAR AS MAYFAIR, LLC. TO SOUTHSTAR AT MAYFAIR DEVELOPER, LLC. OF THE SAID OFFICIAL PUBLIC RECORDS.



1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10029800
DATE OF PREPARATION: June 24, 2025

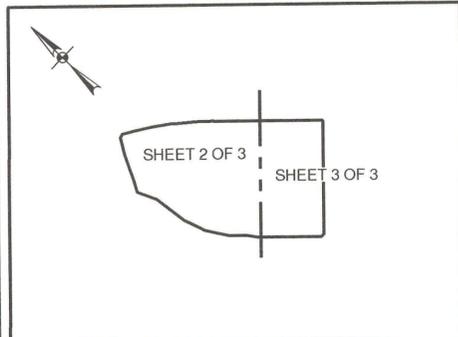


LOCATION MAP
MAPSCO MAP GRID: 123X1
NOT-TO-SCALE

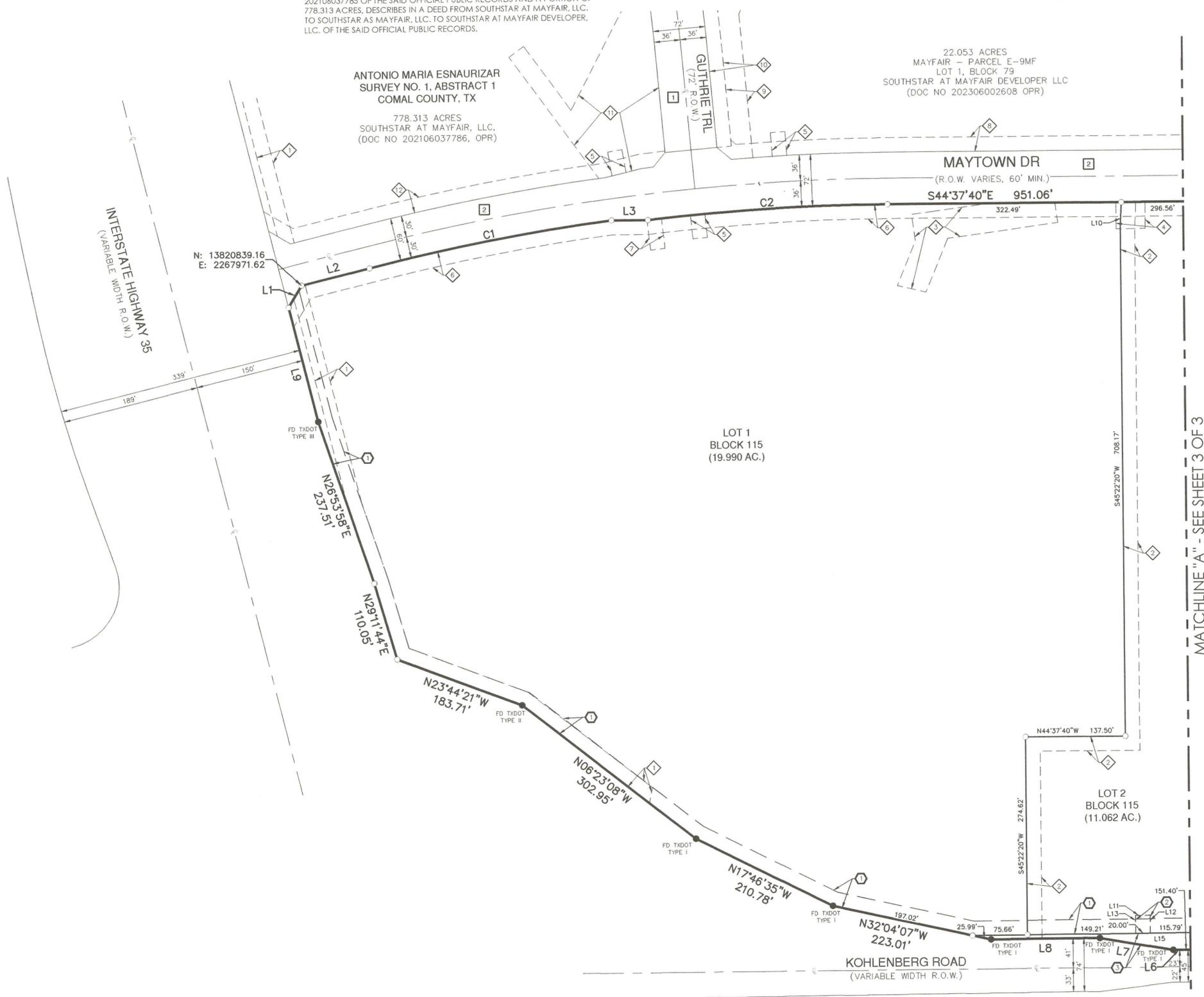
LEGEND

AC	ACRE(S)	VOL	VOLUME
BLK	BLOCK	PG	PAGE(S)
DOC	DOCUMENT NUMBER	ROW	RIGHT-OF-WAY
DR	DEED RECORDS OF COMAL COUNTY, TEXAS		
ETJ	EXTRATERRITORIAL JURISDICTION		
OPR	OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS	●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
		○	SET 1/2" IRON ROD (PD)

- | | | | |
|----|---|----|--|
| 1 | 20' UTILITY EASEMENT | 15 | 20' WATER EASEMENT (DOC NO 202306000587, OPR) |
| 2 | 20' WATER EASEMENT | 16 | VARIABLE WIDTH SANITARY SEWER EASEMENT (DOC NO 202205046293, OPR) |
| 3 | VARIABLE WIDTH RIGHT-OF-WAY DEDICATION (0.121 AC.) | 17 | 15' SANITARY SEWER EASEMENT (DOC NO 202506012885, OPR) |
| 4 | 20' WATER EASEMENT (DOC NO 202206046283, OPR) | 18 | VARIABLE WIDTH ACCESS EASEMENT (DOC NO 202506011798, OPR) |
| 5 | 20' UTILITY EASEMENT (DOC NO 202506012892, OPR) | 19 | 20' PIPELINE EASEMENT CRYSTAL CLEAR WATER SUPPLY CORPORATION (VOL 143, PG. 334 DR) |
| 6 | 20' ELECTRIC EASEMENT (DOC NO 960608416, OPR) | 20 | VARIABLE WIDTH DRAINAGE EASEMENT (DOC NO 202506013551, OPR) |
| 7 | 40' WATER AND SANITARY SEWER EASEMENT (DOC NO 202506012894, OPR) | 21 | 20' WATER EASEMENT (DOC NO 202306000591, OPR) |
| 8 | 20' SANITARY SEWER EASEMENT (DOC NO 202506012885, OPR) | 22 | 20' WATER EASEMENT (DOC NO 202306000586, OPR) |
| 9 | 20' UTILITY EASEMENT (DOC NO 202506012887, OPR) | 23 | 20' WATER EASEMENT (DOC NO 202306000592, OPR) |
| 10 | 20' WATER EASEMENT (DOC NO 202506012888, OPR) | 24 | 20' WATER EASEMENT (DOC NO 202506012893, OPR) |
| 11 | 20' UTILITY EASEMENT (DOC NO 202306002608, OPR) | | |
| 12 | TEMPORARY DRAINAGE AND ACCESS EASEMENT (DOC NO 202206045665, OPR) | 1 | MAYFAIR - GUTHRIE TRL PHASE 2 (DOC NO 202306002551 OPR) |
| 13 | 20' UTILITY AND DRAINAGE ACCESS EASEMENT (DOC NO 202206046282, OPR) | 2 | MAYFAIR - MAYTOWN DRIVE (CONCURRENT PLATTING) |
| 14 | TEMPORARY DRAINAGE AND ACCESS EASEMENT (DOC NO 202206045666, OPR) | 3 | REMAINING PORTION OF 20.900 ACRES BEAVERHEAD NB, LLC., (DOC NO 202106037785 OPR) |
| 15 | 20' UTILITY EASEMENT (DOC NO 202506012887, OPR) | 4 | REMAINING PORTION OF SOUTHSTAR AT MAYFAIR KOHLENBERG, LLC 1.735 ACRE TRACT (DOC NO 202406017855 OPR) |
| 16 | 50' X 50' DRAINAGE EASEMENT (DOC NO 202506013550) | | |
| 17 | VARIABLE WIDTH DRAINAGE EASEMENT (DOC NO 202506011800, OPR) | | |



INDEX MAP
SCALE: 1" = 1000'



PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT

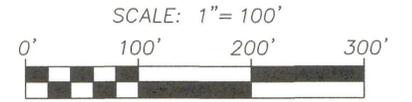
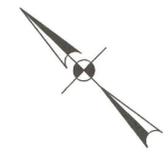
CURVE AND LINE DATA ON SHEET 1 OF 3

SHEET 2 OF 3

MATCHLINE "A" - SEE SHEET 3 OF 3

SUBDIVISION PLAT OF MAYFAIR - PARCEL E-15

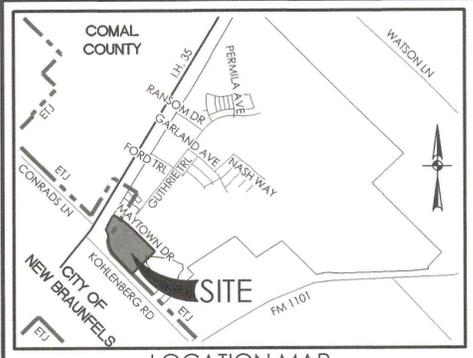
BEING 36.230 ACRES OF LAND, SITUATED IN THE ANTONIO MARIA ESNAURIZAR SURVEY NUMBER 1, ABSTRACT NUMBER 1, COMAL COUNTY, TEXAS AND BEING COMPRISED OF A PORTION OF 1.735 ACRES, DESCRIBED IN A DEED FROM JOHN DENMAN SMITH TO SOUTHSTAR AT MAYFAIR KOHLENBERG, LLC, AS RECORDED IN DOCUMENT NUMBER 20240617875 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, A PORTION OF 20.900 ACRES, DESCRIBED IN A DEED FROM STATE OF TEXAS TO BEAVERHEAD NB, LLC, AS RECORDED IN DOCUMENT NUMBER 202106037785 OF THE SAID OFFICIAL PUBLIC RECORDS AND A PORTION OF 778.313 ACRES, DESCRIBES IN A DEED FROM SOUTHSTAR AT MAYFAIR, LLC, TO SOUTHSTAR AS MAYFAIR, LLC, TO SOUTHSTAR AT MAYFAIR DEVELOPER, LLC, OF THE SAID OFFICIAL PUBLIC RECORDS.



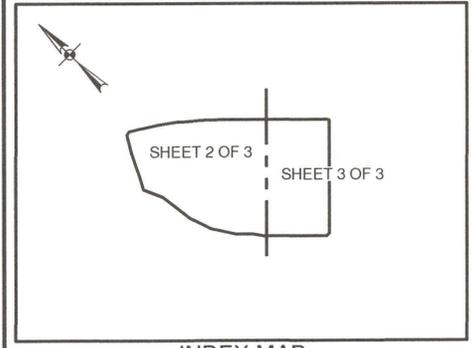
PAPE-DAWSON ENGINEERS

1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 800.632.5633
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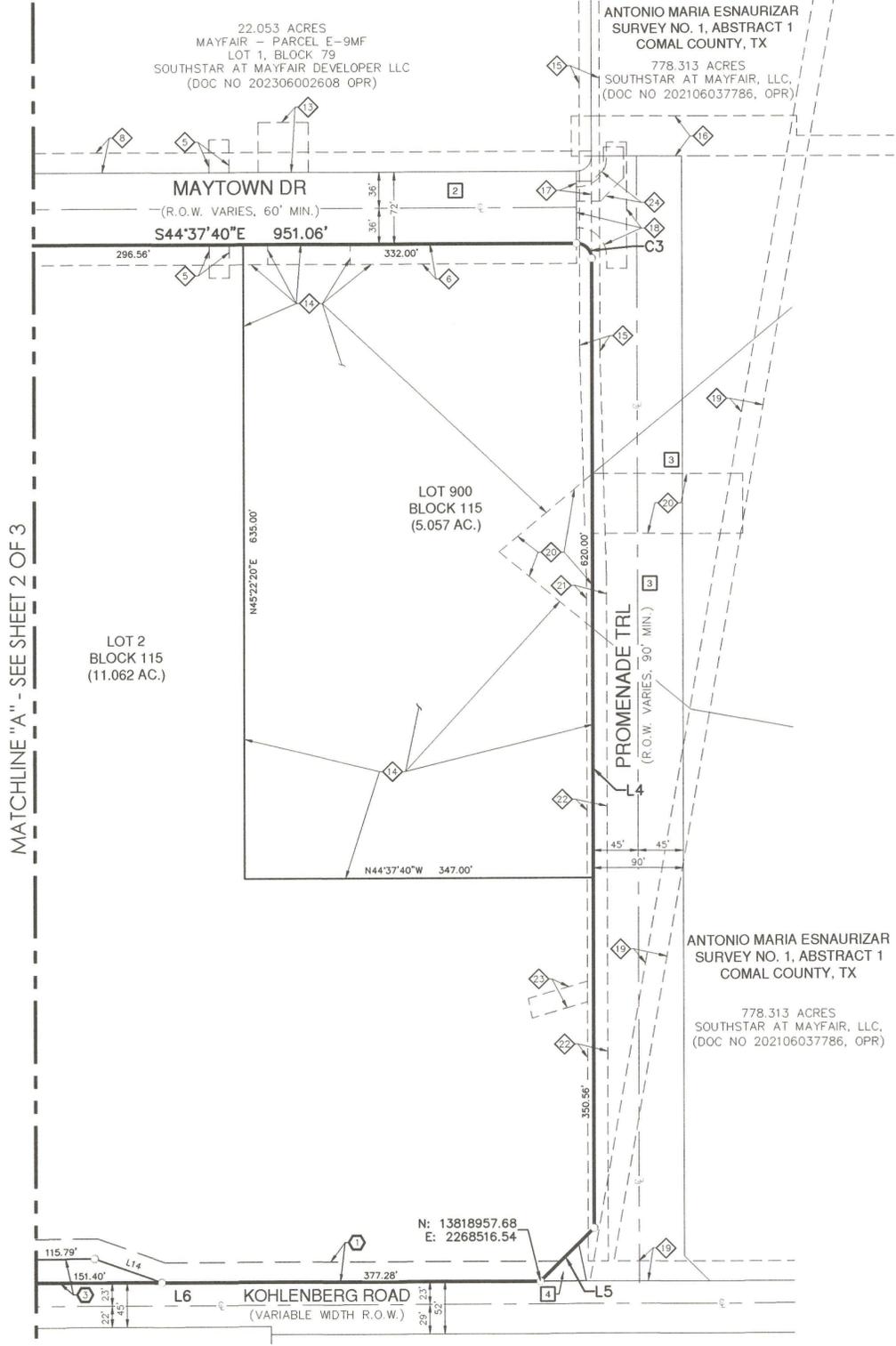
DATE OF PREPARATION: June 24, 2025



LOCATION MAP
MAPSCO MAP GRID: 123X1
NOT-TO-SCALE



INDEX MAP
SCALE: 1"= 1000'



MATCHLINE "A" - SEE SHEET 2 OF 3

PLAT NOTES APPLY TO EVERY PAGE
OF THIS MULTIPLE PAGE PLAT

CURVE AND LINE
DATA ON SHEET 1 OF 3

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING THE LIMITED PURPOSE ANNEXATION OF LOT 1, BLOCK 115, MAYFAIR – PARCEL E-15 SUBDIVISION, CONSISTING OF 19.99 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. 3A (“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 Lot 1, Block 115, Mayfair – Parcel E-15 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

THAT 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 October 2025.

PASSED AND APPROVED: Second reading this 27th day of October 2025.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

10/13/2025

Agenda Item No. Q)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of the second and final reading of an ordinance amending Ordinance No. 2024-90 that designated Reinvestment Zone No. 2024-01 for tax abatement purposes, by correcting the property description in Exhibit A.

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: 4

BACKGROUND INFORMATION:

City Council held a public hearing and first reading of this ordinance amendment on September 22, 2025 and voted to unanimously approve (7-0).

Staff recently discovered a clerical error embedded in the exhibit of approved Ordinance No. 2024-90 which designated Reinvestment Zone No. 2024-01 for tax abatement purposed, pursuant to Ch. 312 of the Texas Tax Code. An incorrect metes and bounds document was attached to the file. The correct metes and bounds file was available at the time, but due to clerical oversight was not included in the exhibit.

A required step in the creation of a Reinvestment Zone is to run a public hearing notice in the newspaper detailing the address, acreage, and/or boundaries of the proposed zone. Staff included the correct acreage (47.497) and address (approximately 440 Kohlenberg Road, New Braunfels, TX) in the newspaper ad, which ran for publication in the November 2-3, 2024 Herald-Zeitung. The exhibit attached to the ordinance establishing the zone, however, did not include the correct metes and bounds property description.

Original Agenda Background Information

City Council held a public hearing and first reading of this ordinance on November 12, 2024 and voted to unanimously approve (7-0). City Council held a second and final reading of this ordinance on November 25, 2024 and voted to unanimously approve (7-0).

ISSUE:

Staff discovered a clerical error embedded in the exhibit of approved Ordinance 2024-90 and are recommending a correction to provide the proper metes and bounds for the zone.

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 correction to Ordinance 2024-90.

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING ORDINANCE NO. 2024-90 THAT DESIGNATED REINVESTMENT ZONE NO. 2024-01 FOR TAX ABATEMENT PURPOSES, BY CORRECTING THE PROPERTY DESCRIPTION IN EXHIBIT A, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels unanimously approved Ordinance No. 2024-90 on November 25, 2024; and

WHEREAS, pursuant to Section 312.201 of the Texas Tax Code, Ordinance No. 2024-90 designated Reinvestment Zone 2024-01; and

WHEREAS, property within Reinvestment Zone 2024-01 became eligible for commercial-industrial tax abatements effective January 1, 2025; and

WHEREAS, a clerical error was recently discovered in which an incorrect metes and bounds document was attached to the original ordinance as “Exhibit A”; and

WHEREAS, a required step in the creation of a Reinvestment Zone is to run a public hearing notice in the newspaper detailing the address, acreage, and/or boundaries of the proposed zone; and

WHEREAS, the correct acreage (“47.497”) and address (“approximately 440 Kohlenberg Road, New Braunfels, TX”) was included in the newspaper ad which ran in the November 2-3, 2024, Herald-Zeitung publication; and

WHEREAS, the correct “Exhibit A” is included in this ordinance amendment and is attached as follows.

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

SECTION 1: That this amending ordinance, correcting the property description detailed in the attached “Exhibit A,” is hereby approved.

SECTION 2: The property within Reinvestment Zone No. 2024-01 and detailed on that attached “Exhibit A” is still eligible for commercial-industrial tax abatement, as effective on January 1, 2025.

SECTION 3: All provisions of the ordinances of the City of New Braunfels in conflict with the provisions of this Ordinance shall be repealed, and all other provisions of the ordinances of the City of New Braunfels not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4: Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or a part or provision thereof other than the part thereof found to be unconstitutional, illegal, or invalid.

SECTION 5: This Ordinance shall take effect immediately from and after the second and final reading, signatures required by the City Charter, and filing with the City Secretary's Office.

PASSED AND APPROVED: First reading on 22 September 2025.

PASSED AND APPROVED: Second and final reading on 13 October 2025.

CITY OF NEW BRAUNFELS, TEXAS

NEAL LINNARTZ, MAYOR

ATTEST:

GAYLE WILKINSON, CITY SECRETARY

APPROVED AS TO FORM:

VALERIA ACEVEDO, CITY ATTORNEY

ALTA/ACSM LAND TITLE SURVEY

Exhibit A

TITLE DESCRIPTION



LAND AREA
47.497 ACRES

BEING A 47.497 ACRE TRACT OF LAND SITUATED IN THE A.M. ESNAURIZAR SURVEY, ABSTRACT NO. 98, COMAL COUNTY, TEXAS, AND BEING OUT OF THAT CERTAIN 92.49 ACRE TRACT DESCRIBED IN DOCUMENT NO. 200306025956, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS.

BEING A 47.497 ACRE TRACT OF LAND SITUATED IN THE A. M. ESNAURIZAR SURVEY, ABSTRACT NO. 98 COMAL COUNTY, TEXAS, OUT OF THAT CERTAIN 92.49 ACRE TRACT, DESCRIBED IN DOCUMENT NO. 200306025956, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS, SAID 47.497 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "SHERWOOD SURVEYING ON THE SOUTHWESTERLY LINE OF KOHLENBERG LANE, COMMON WITH THE NORTHEASTERLY LINE OF SAID 92.49 ACRE TRACT AND BEING LOCATED N 44° 38' 59" W, A DISTANCE OF 347.78 FEET FROM A 8" FENCE CORNER POST FOR A NORTHERLY CORNER OF THE FREDERICK FRUEHOLZ TRACT, AN EXECUTOR'S DEED RECORDED IN DOCUMENT NO. 201306045302, OFFICIAL PUBLIC RECORDS, COMAL COUNTY TEXAS AND THE EASTERLY CORNER OF THE 92.49 ACRE TRACT FOR THE EASTERLY CORNER AND **POINT OF BEGINNING** OF THIS TRACT;

THENCE, S 42° 41' 47" W, INTO AND ACROSS SAID 92.49 ACRE TRACT, A DISTANCE OF 1378.63 FEET TO A 1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "SHERWOOD SURVEYING ON THE SOUTHWESTERLY LINE OF SAID 92.49 ACRE TRACT COMMON WITH A NORTHERLY INTERIOR LINE OF SAID FREDERICK FRUEHOLZ TRACT FOR THE SOUTHERLY CORNER OF THIS TRACT;

THENCE, N 44° 41' 49" W, ALONG SAID COMMON LINE, A DISTANCE OF 1532.99, TO A 1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "SHERWOOD SURVEYING FOR THE WESTERLY CORNER OF THIS TRACT;

THENCE, N 45° 18' 11" E, INTO AND ACROSS SAID 92.49 ACRE TRACT, A DISTANCE OF 1378.42 FEET TO A 1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "SHERWOOD SURVEYING ON THE SOUTHWESTERLY LINE OF SAID 92.49 ACRE TRACT COMMON WITH THE NORTHEASTERLY LINE OF SAID 92.49 ACRE TRACT, FOR THE NORTHERLY CORNER OF THIS TRACT;

THENCE, S 44° 38' 59" E, ALONG THE SOUTHWESTERLY LINE OF KOHLENBERG LANE, COMMON WITH THE NORTHEASTERLY LINE OF SAID 92.49 ACRE TRACT, A DISTANCE OF 1470.29 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 47.497 ACRES OF LAND, MORE OR LESS.

REVISIONS

SHERWOOD SURVEYING & S.U.E.
UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL

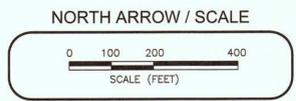
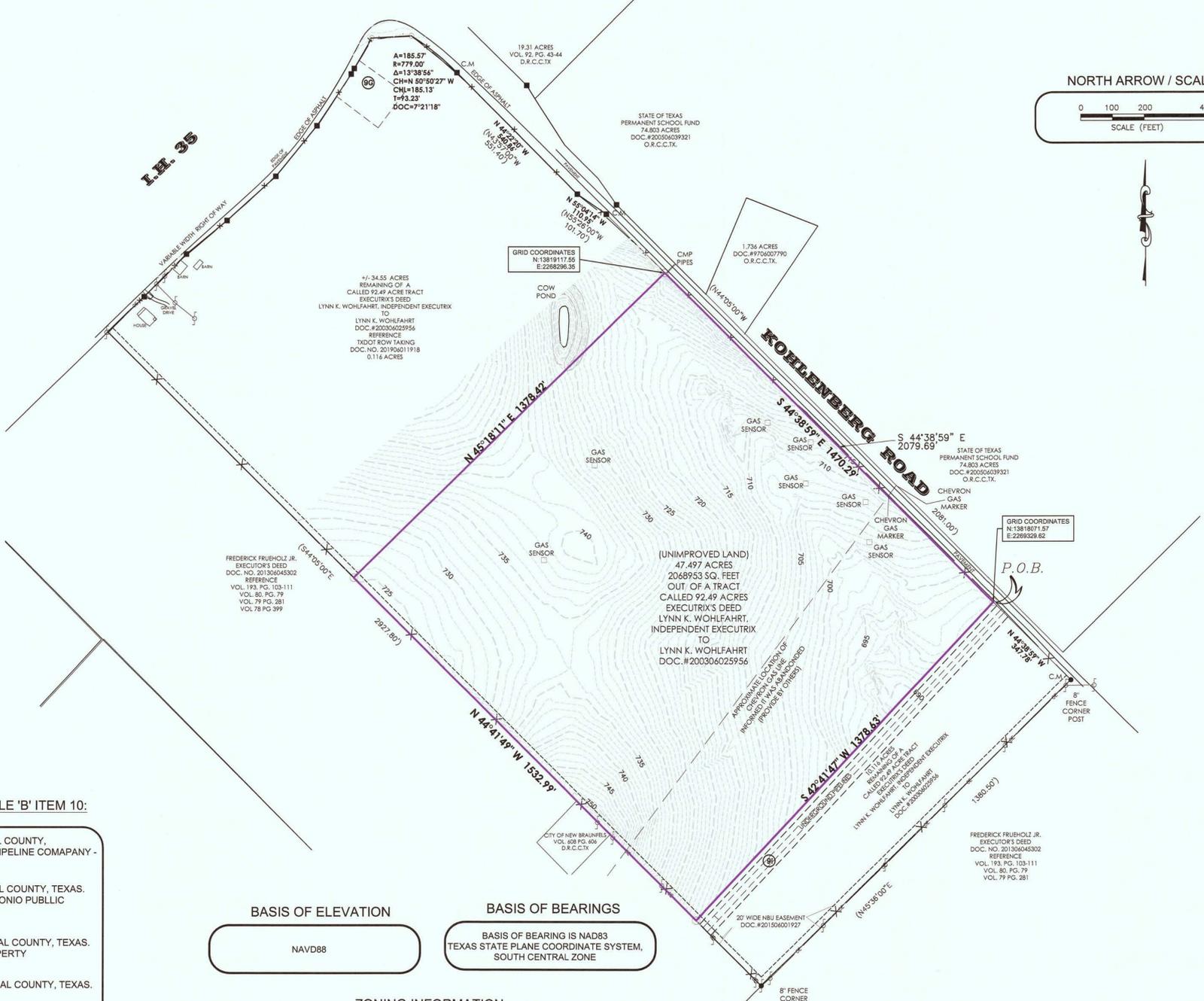
1915 W. STATE ST. SUITE 100, DALLAS, TX 75201
PHONE: (830) 228-5788 FAX: (830) 885-2170

CONTINENTAL AUTOMOTIVE SYSTEMS
WOHLFAHRT TRACT

ALTA/ACSM LAND TITLE SURVEY
A.M. ESNAURIZAR SURVEY
COMAL COUNTY, TEXAS
47.794 ACRES

SURVEYOR'S NOTES

1. NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
2. NO OBSERVABLE EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES COMPLETED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION AND NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
3. NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
4. PROPERTY HAS DIRECT PHYSICAL PUBLIC ACCESS TO U.S. HIGHWAY 35 AND KOHLENBERG AVENUE.
5. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS; ARE BASED SOLELY ON ABOVE GROUND VISIBLE EVIDENCE UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.



LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET
- CONTROLLING MONUMENT
- BENCHMARK
- CONCRETE MONUMENT
- POWER POLE
- WIRE FENCE

SCHEDULE 'B' ITEMS

NOTES CORRESPONDING TO SCHEDULE 'B' ITEM 10:

- (E) VOL. 56, PG. 183 DEED RECORDS OF COMAL COUNTY, TEXAS. - RIGHT OF WAY GRANT TO TEXAS PIPELINE COMPANY - SUBJECT TO - BLANKET TYPE
- (F) VOL. 68, PG. 447 DEED RECORDS OF COMAL COUNTY, TEXAS. EASEMENT AND RIGHT OF WAY TO SAN ANTONIO PUBLIC SERVICE - SUBJECT TO - BLANKET TYPE
- (G) CHANNEL EASEMENT TO STATE OF TEXAS VOL. 106, PG. 292 DEED RECORDS OF COMAL COUNTY, TEXAS. SHOWN - DOES NOT AFFECT SUBJECT PROPERTY
- (H) UNITED GAS PIPE LINE COMPANY VOL. 116, PG. 422, DEED RECORDS OF COMAL COUNTY, TEXAS. SHOWN - SUBJECT TO - BLANKET TYPE
- (I) UNITED GAS PIPELINE VOL. 119, PG. 572 DEED RECORDS OF COMAL COUNTY, TEXAS, AFFECTED BY THE ASSIGNMENT IN VOLUME 171, PAGE 419. SHOWN
- (J) EASEMENT GRANTED TO NEW BRAUNFELS UTILITIES, RECORDED IN DOCUMENT NO. 201506001927 - SHOWN

BASIS OF ELEVATION
NAVD88

BASIS OF BEARINGS
BASIS OF BEARING IS NAD83
TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE

ZONING INFORMATION

SITE RESTRICTION:
ZONE - APD-AGRICULTURAL/PRE-DEVELOPMENT DISTRICT

SETBACKS
FRONT - 25 FEET
SIDE - 10 FOOT SIDE
15 FOOT SIDE WITH COINCIDING ADJACENT SIDE LOT LINES
25 FOOT SIDE WITH COINCIDING ADJACENT REAR LOT LINES
REAR - 30 FOOT
HEIGHT - 35 FEET

All site restrictions were obtained per CITY OF NEW BRAUNFELS CODE OF ORDINANCES SECTION 144-3.4

FLOOD INFORMATION

THE TRACT SHOWN HEREON LIES WITHIN ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48091C0460F, DATED SEPTEMBER 2, 2009, FOR COMAL COUNTY, TEXAS. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

SURVEYOR CERTIFICATION

TO: PARTIES INVOLVED IN FIRST NATIONAL TITLE INSURANCE COMPANY COMMITMENT, GF NO. FAH19001855, EFFECTIVE DATE MARCH 8, 2019, ISSUED MARCH 14, 2019, AND LYNN K. WOHLFAHRT.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA/NSPS, (EFFECTIVE FEBRUARY 23, 2016) AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(B), 7(A), 8, 11(A), 13, AND 14.

THE FIELD WORK WAS COMPLETED ON OCTOBER 23, 2019

DATE OF PLAT OR MAP: OCTOBER 24, 2019

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4069
6477 FM 311, P.O. BOX 982 SPRING BRANCH, TEXAS 78070
PHONE# (830) 228-5446
FAX# (830) 885-2170



DESIGNED BY: RAG
CHECKED BY: CE
DRAWN BY: RAG
JOB: 19RPLSM059
DATE: OCT. 24, 2019
SCALE: 1" = 200'

SHEET: 1 OF 1

10/13/2025

Agenda Item No. R)

PRESENTER:

Matthew Simmont, AICP, Planning Manager

APPLICANT: Evelyn Orr Westfahl**SUBJECT:**

Approval of the second and final reading of an ordinance requested by Evelyn Orr Westfahl, on behalf of June Orr, to rezone approximately 0.2 of an acre out of City Block 2013, part of Lots 234 and 235, from C-2 (General Business District) to C-2 SUP (General Business District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed as 341 North Market Avenue.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** 5**BACKGROUND INFORMATION:****Case No:** SUP25-233**Applicant:**

Evelyn Orr Westfahl

(512) 5172405 | ejo3226@hotmail.com

Owner:

June Orr

(830) 556-4060 | juju4b@gmail.com

Staff Contact:

Amanda Mushinski, AICP, CNU-A

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

The City Council held a public hearing on September 22, 2025, and unanimously approved the first reading of the applicant's requested rezoning ordinance (7-0-0).

The subject ~0.2-acre property is located on the southwest side of North Market Avenue, approximately 140 feet northwest of the intersection of East Bridge Street and North Market Avenue, and approximately 500 feet southwest of the Tube Chute. It is bordered by C-2 and M-1 zoning. Adjacent land uses consist of multifamily and single-family residences.

The 1920s residence is roughly 1,146 square feet with 2 bedrooms and 1 bathroom. This rezoning application is requested to allow the short-term rental (STR) of the existing home. Per the Zoning Ordinance, the maximum occupancy of an STR with 2 bedrooms and 1 bathroom is 5 occupants, and the minimum off-street parking is 2 spaces. If approved, the applicant will be required to provide a paved driveway with two paved parking spaces.

ISSUE:

STR standards in the Zoning Ordinance help to ensure proper measures are in place to protect public health,

safety, and neighboring properties. If this rezoning request is approved, the registration of the STR and online payment of hotel occupancy taxes are required. Also, the project must comply with all other City Code standards.

There are currently 30 approved STR SUPs within one-half mile of the subject property, 21 of which are active.

COMPREHENSIVE PLAN REFERENCE:

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

- **Action 1.3:** Encourage balanced and fiscally responsible land-use patterns.
- **Action 1.14:** Ensure regulations do not unintentionally inhibit the provisions of a variety of flexible and innovative lodging options and attractions.

Future Land Use Plan: The subject property is located within the New Braunfels Sub Area and near existing civic, tourist, employment, and outdoor recreation centers.

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity

Organizational Excellence Community Well-Being N/A

- Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.

FISCAL IMPACT:

The proposed rezoning request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Mix of uses (residential and short-term rental) developed on a single parcel of land increases revenue to cover costs of services.
- If approved, the property will be subject to local and state hotel occupancy tax (HOT).

RECOMMENDATION:

The requested rezoning is in accordance with the Comprehensive Plan. Therefore, staff recommends approval with the following conditions (which can be placed on SUPs):

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan and floor plan. Any significant changes to the site plan or floor plan will require a revision to the SUP.
3. A paved driveway with two paved parking spaces must be available for use prior to the issuance of a Short-Term Rental Permit.

The Planning Commission held a public hearing on September 3, 2025, and unanimously recommended approval (8-0-0).

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:

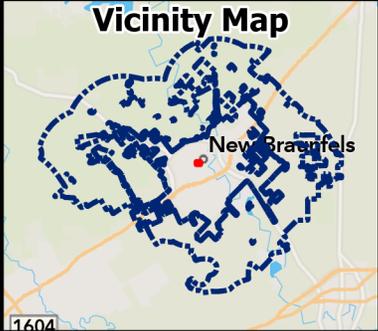
Public hearing notices were sent to owners of 15 properties within 200 feet of the request. As of the date this agenda was posted, the city has received responses representing 9% in opposition.

Resource Links:

- Chapter 144, Sec. 144-3.3-8 (C-2) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 5.17 (Short-term Rental) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?

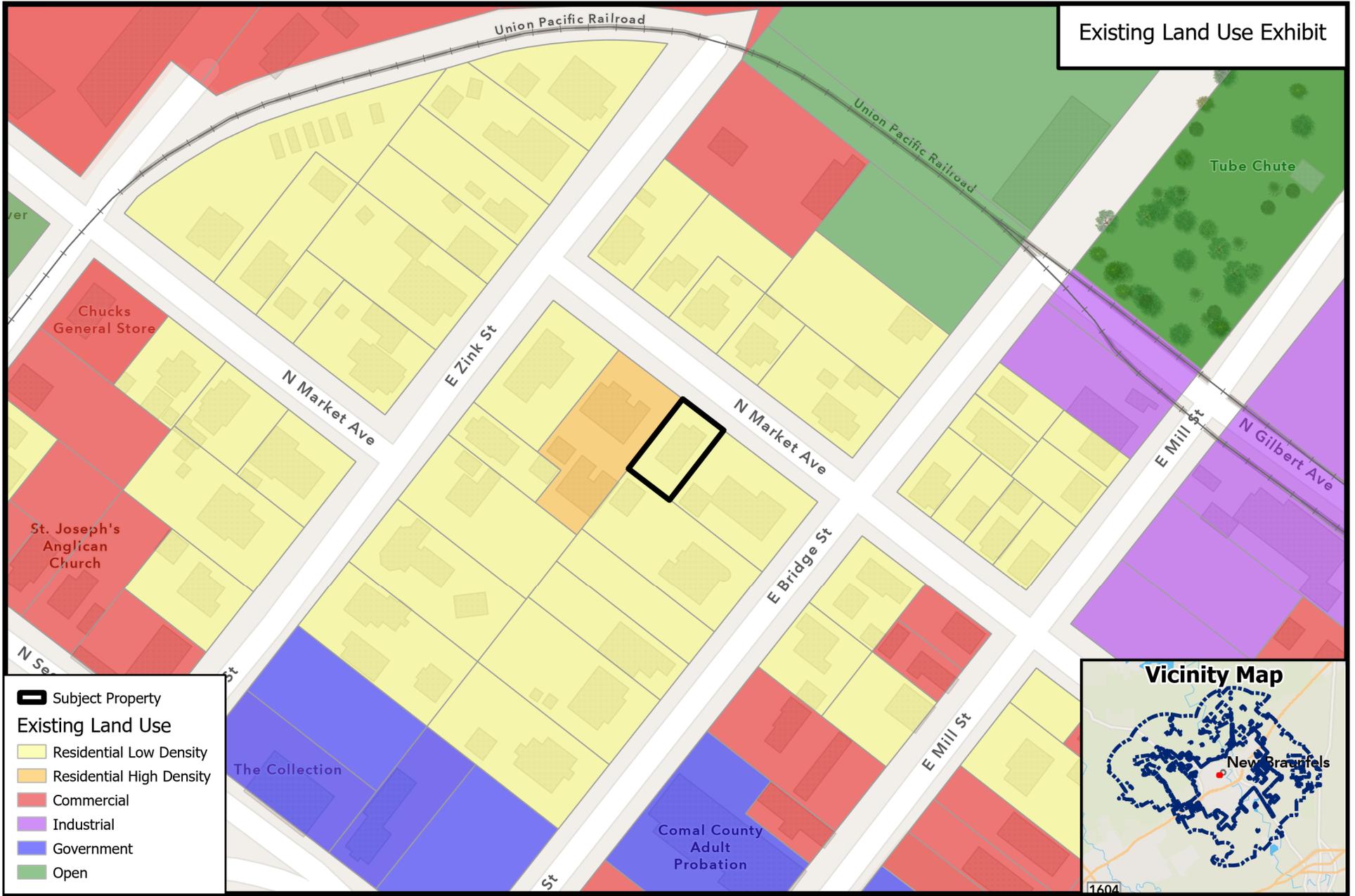


▭ Subject Property
Floodplain
▭ Floodway
▭ 1% Annual Chance Flood Hazard



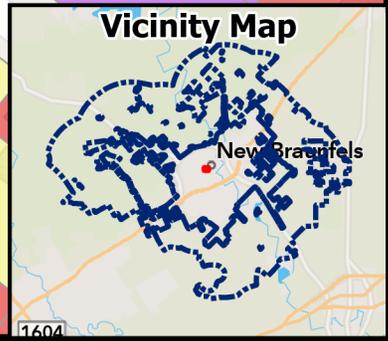
SUP25-233
341 N Market Ave - SUP for STR



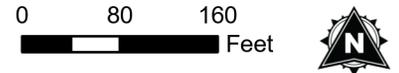


Existing Land Use Exhibit

-  Subject Property
- Existing Land Use**
-  Residential Low Density
-  Residential High Density
-  Commercial
-  Industrial
-  Government
-  Open



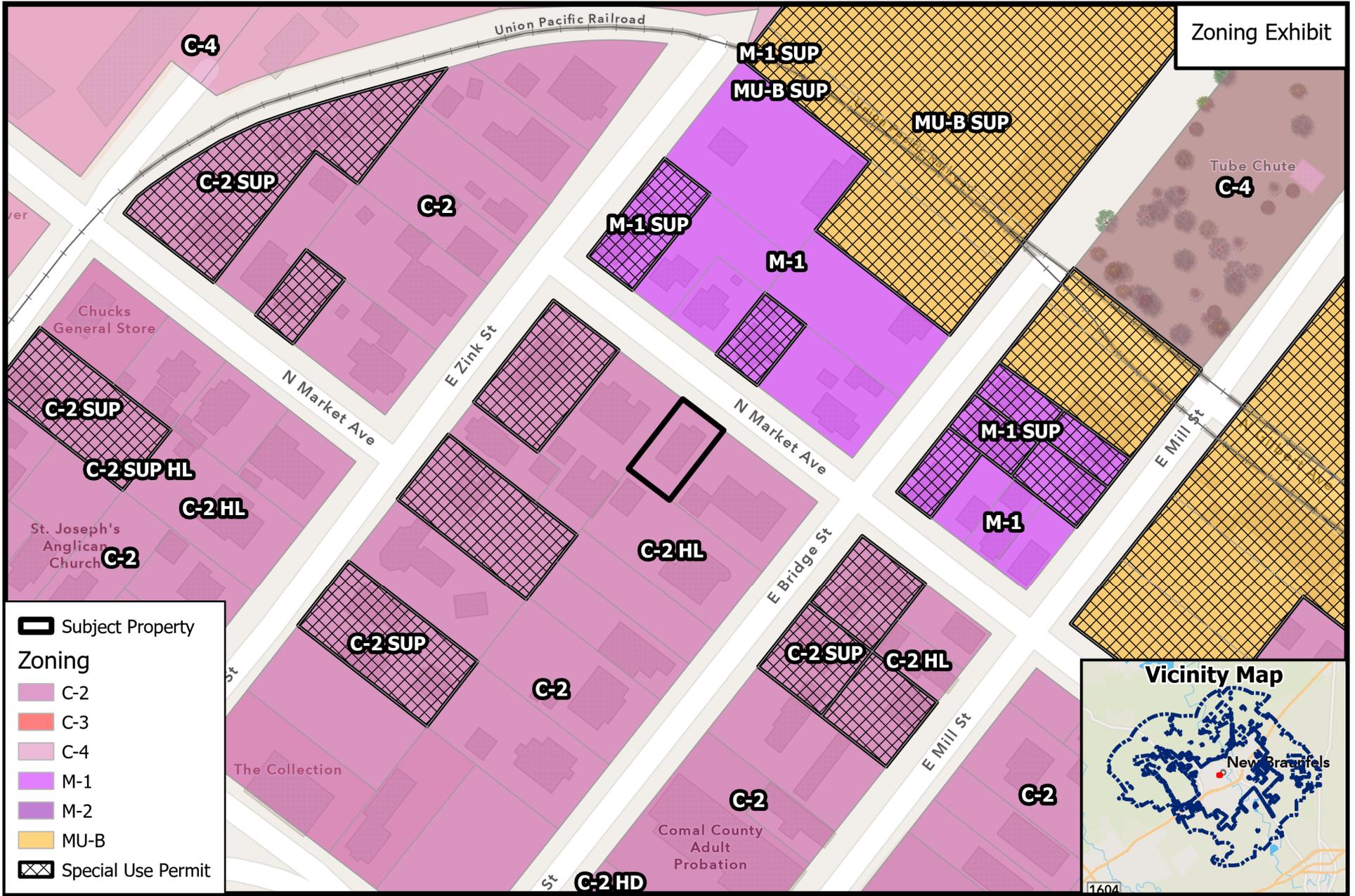
SUP25-233
341 N Market Ave - SUP for STR



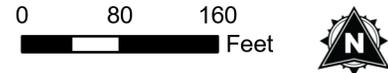
Path: P:\ZoneChange & SUPs\2025\SUP25-233 - 341 N Market Ave - SUP for

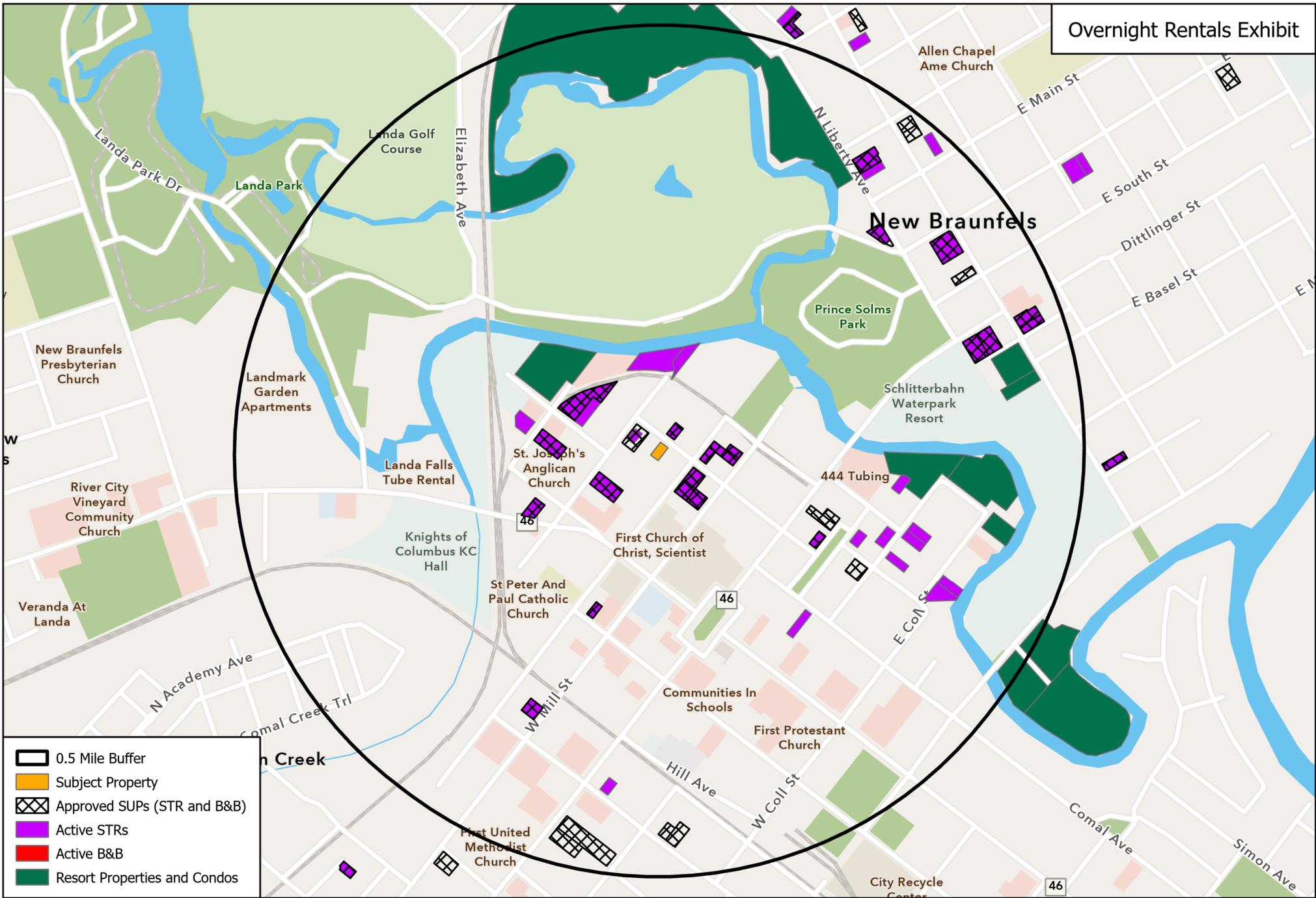
Source: City of New Braunfels Planning
 Date: 8/4/2025

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



SUP25-233
341 N Market Ave - SUP for STR





-  0.5 Mile Buffer
-  Subject Property
-  Approved SUPs (STR and B&B)
-  Active STRs
-  Active B&B
-  Resort Properties and Condos

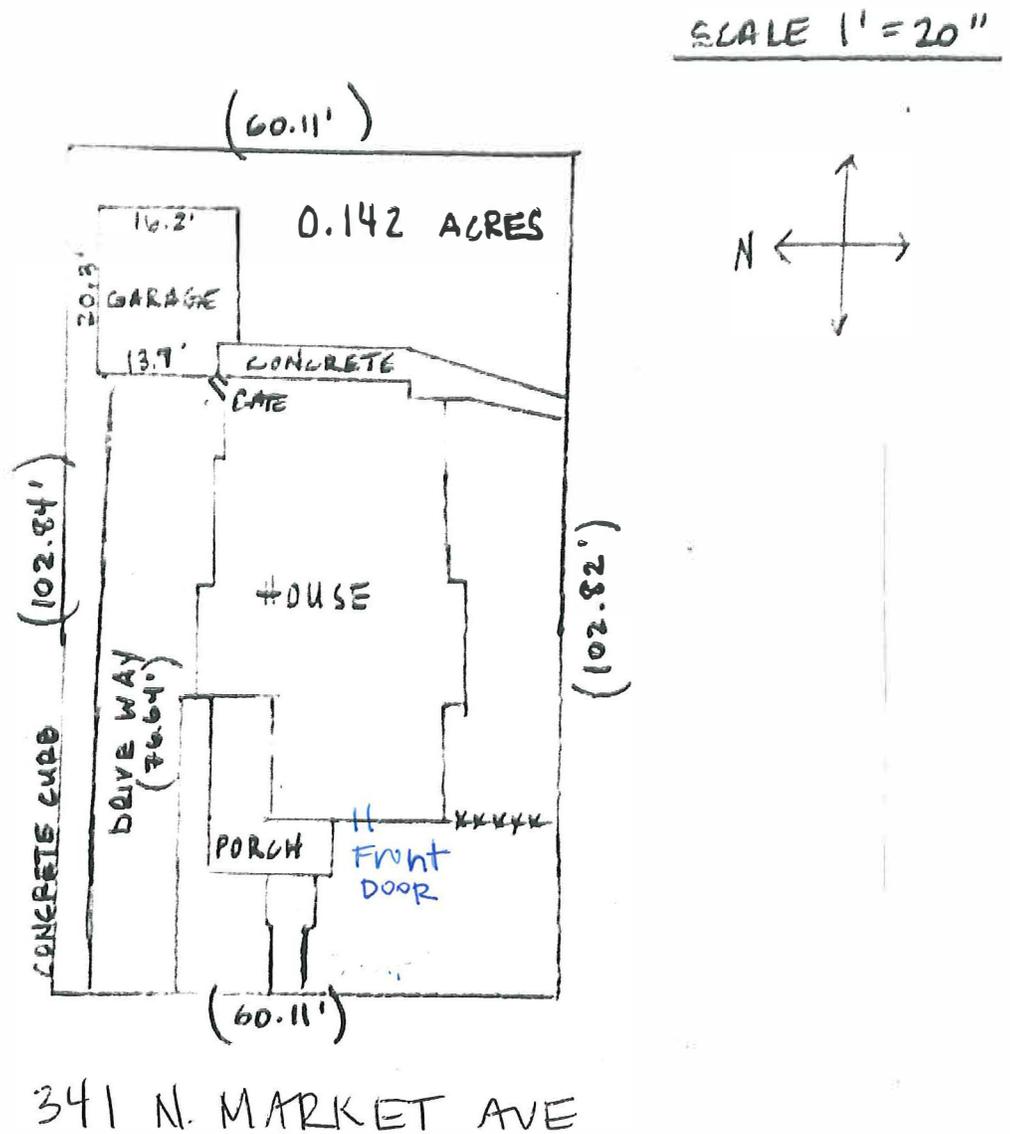


SUP25-233
341 N Market Ave - SUP for STR



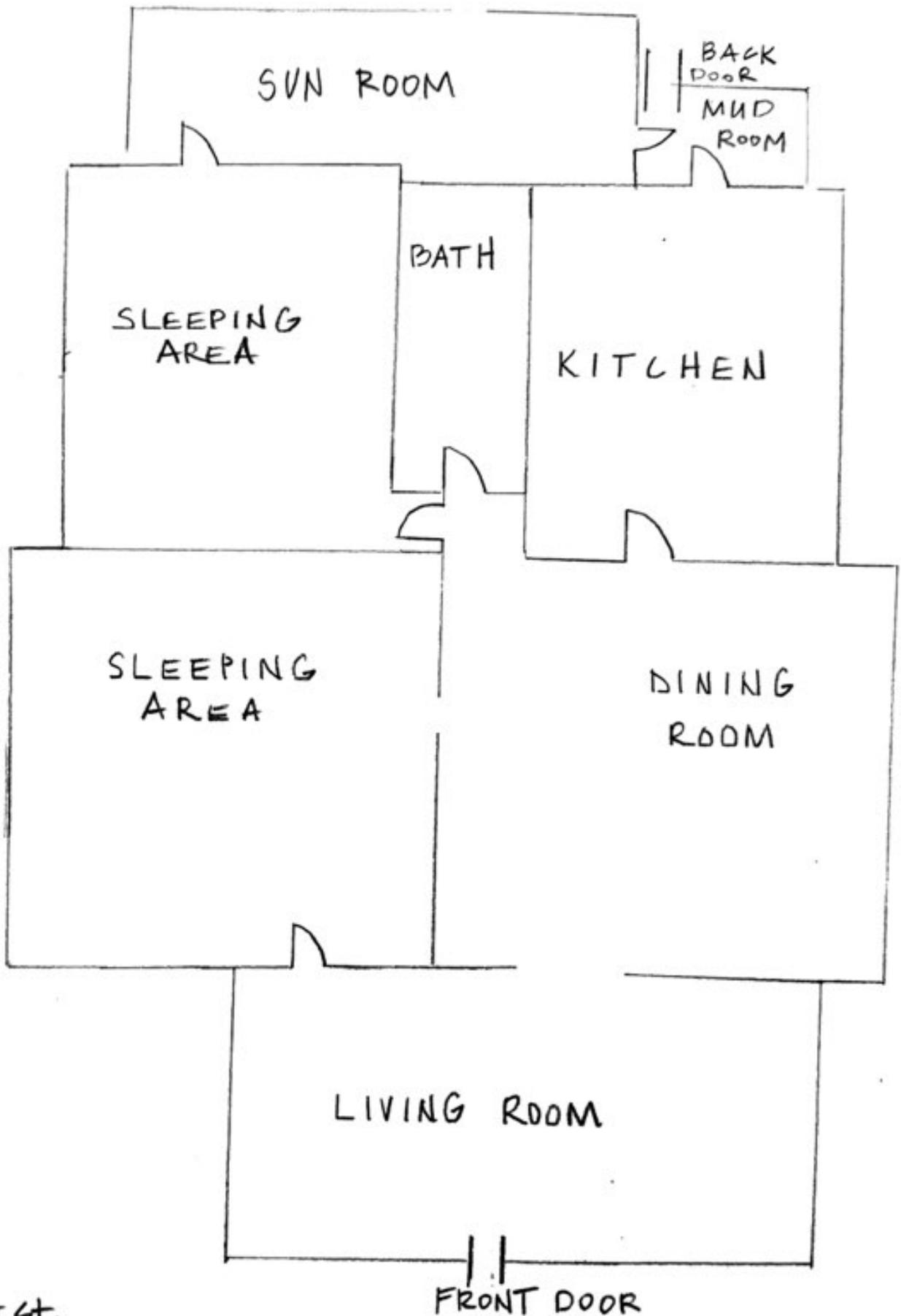
Site Plan

I, June Orr, the property owner, acknowledge that this site plan submitted for the purposes of rezoning this property is in accordance with all applicable provisions of the Zoning Ordinance. Additionally, I understand that City Council approval of this site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City-adopted Codes/Ordinances at this time of plan submittal for building permits. Nor does it relieve me from adherence to any/all state or federal rules and regulations.



FLOOR PLAN

341 N MARKET



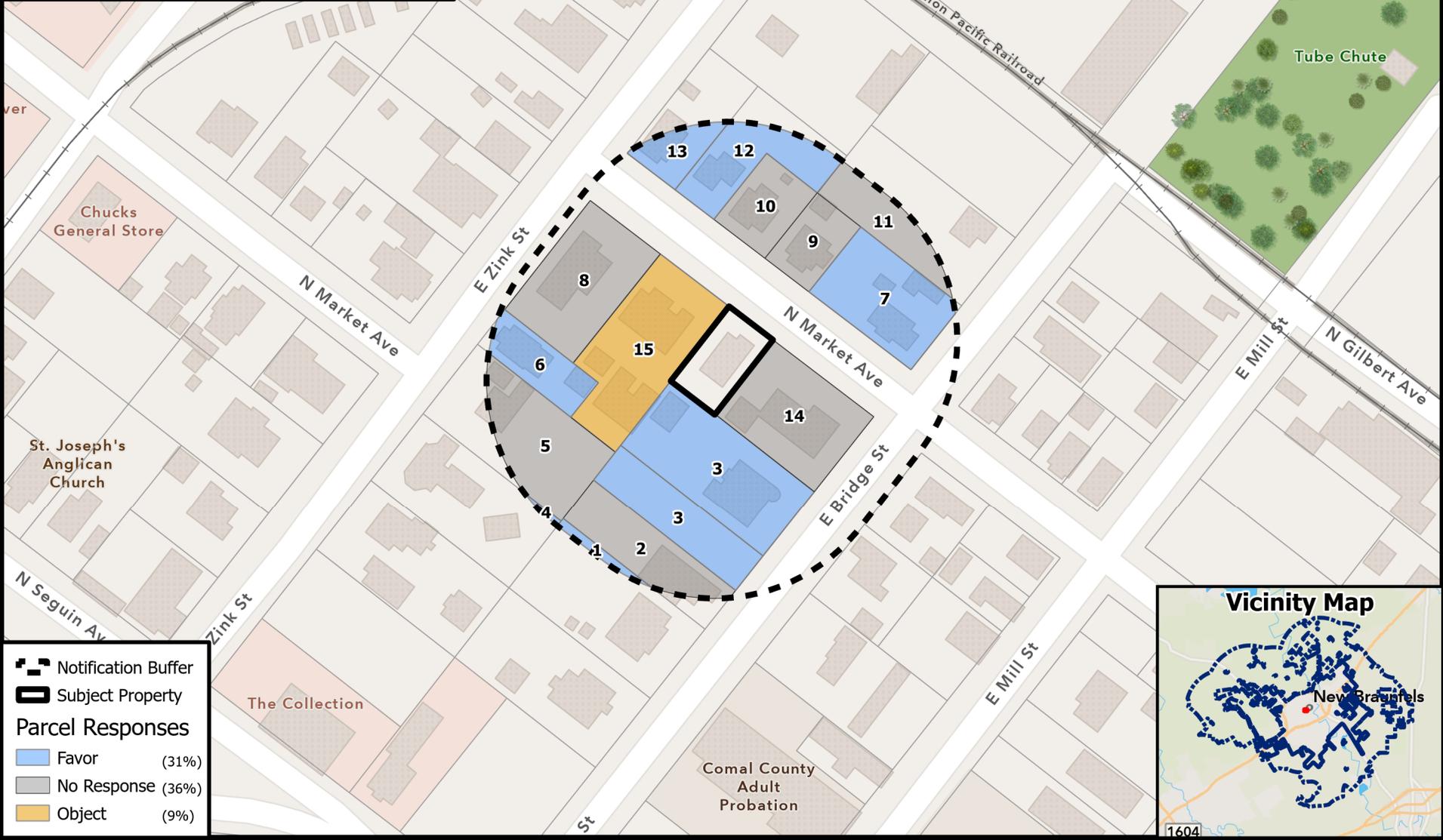
Market St.



341 N Market Ave

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

Notification Exhibit

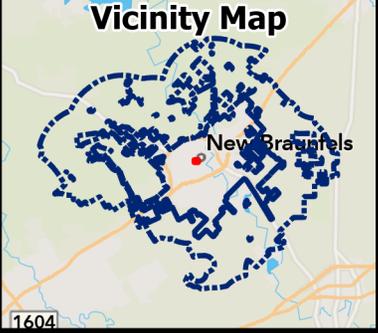


Notification Buffer
 Notification Buffer

Subject Property
 Subject Property

Parcel Responses

	Favor	(31%)
	No Response	(36%)
	Object	(9%)



SUP25-233
341 N Market Ave - SUP for STR



PLANNING COMMISSION – September 3, 2025 – 6:00PM

City Hall Council Chambers

Applicant: Evelyn Orr Westfahl

Owner: June Orr

Address/Location: 341 N MARKET AVE

SUP25-233

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. ANZ DONALD E & CHERYL P | 9. RIZZATTO JAMES |
| 2. JJSM REEVES PROPERTIES LLC | 10. MORALES ELEANOR A |
| 3. SAEGERT JOEL & MERRY | 11. CARRASCO GUADALUPE ET AL |
| 4. ALEXANDER TED W | 12. CAMPOS ATANACIO |
| 5. GOLEMON WILLIAM & KRISTIN | 13. KOBESKI LEONARD J JR & FRANCES K |
| 6. GOODWIN MORGAN & WADE | 14. CASTEEL PARTNERS LTD |
| 7. LEATHERWOOD PAUL W | 15. Property Owner # 15 |
| 8. BUNNY & EDS ZINK HAUS LLC | |

SEE MAP

ALEXANDER TED W
614 S BUSINESS IH 35 STE C # 18
NEW BRAUNFELS TX 78130
Property #: 4
SUP25-233
Case Manager: AM

COMMENTS

FAVOR
OPPOSE

2025 JUN 10 11:00 AM
COUNTY CLERK
MAIL ROOM

KOBESKI LEONARD J JR & FRANCES K

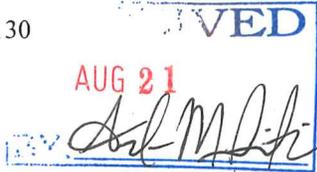
394 N MARKET

NEW BRAUNFELS TX 78130

Property #: 13

SUP25-233

Case Manager: AM



FAVOR

OPPOSE

COMMENTS

Please keep it maintained with a reputable mgt company. (Wish more permanent residents though!)

GOODWIN MORGAN & WADE

230 E ZINK ST

NEW BRAUNFELS TX 78130

Property #: 6

SUP25-233

Case Manager: AM



FAVOR

OPPOSE

COMMENTS

SAEGERT JOEL & MERRY
257 E BRIDGE ST

NEW BRAUNFELS TX 78130

Property #: 3

SUP25-233

Case Manager: AM

COMMENTS

FAVOR

OPPOSE



LEATHERWOOD PAUL W
307 E BRIDGE ST
NEW BRAUNFELS TX 78130

Property #: 7
SUP25-233
Case Manager: AM

FAVOR

OPPOSE

COMMENTS

RECEIVED
AUG 25
BY: *Paul W. Leatherwood*

ANZ DONALD E & CHERYL P
187 E BRIDGE ST
NEW BRAUNFELS TX 78130

Property #: 1
SUP25-233
Case Manager: AM

FAVOR

OPPOSE

COMMENTS

RECEIVED
AUG 25
BY: *Donald E. Anz*

CAMPOS ATANACIO
PO BOX 310859
NEW BRAUNFELS TX 78131
Property #: 12
SUP25-233
Case Manager: AM

FAVOR
OPPOSE

COMMENTS

RECEIVED
AUG 27
BY: *[Signature]*

From: [Planning Division](#)
To: [Amanda Mushinski](#)
Subject: FW: SUP25-233 Community Input
Date: Monday, August 11, 2025 10:32:00 AM

From:
Sent: Friday, August 8, 2025 3:36 PM
To: Planning Division <Planning@newbraunfels.gov>
Subject: SUP25-233 Community Input

Property # 15

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

Hello,

I am writing to express my opposition to the proposed zoning overlay change for Case SUP25-233, which pertains to the short term rental (STR) request for the property at 341 N Market Ave. My understanding has always been that since 2011, only multi-unit condos in the historic areas of New Braunfels are permissible as STRs. The property in question is a single-family home and has been vacant until recently.

As owners of two properties on N Market St. (365 and 367), my family and I are particularly concerned about the implications of this change, especially given the proposed redevelopment of the ADM property. We strongly believe that the city should adhere to its established policies and guidelines in this matter.

We kindly request that our names not be shared but that our concerns and opposition be duly noted.

Draft Minutes for the September 3, 2025, Planning Commission Regular Meeting

- A) SUP25-233 Public hearing and recommendation to City Council to rezone approximately 0.2 acres out of City Block 2013, part of Lots 234 and 235, from C-2 (General Business District) to C-2 SUP (General Business District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed as 341 North Market Avenue. (Applicant: Evelyn Orr Westfahl; Owner: June Orr; Case Manager: Amanda Mushinski, Planner, AICP, CNU-A)**

Amanda Mushinski introduced the aforementioned item and recommended approval with the conditions listed in the staff report.

Chair Sonier asked if there were any questions for staff.

There were no questions for staff.

Chair Sonier invited the applicant to speak on the item.

The applicant was not in attendance.

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

No individuals spoke on the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion.

Motion by Commissioner Nolte, seconded by Commissioner Schaeffer, to recommend approval of the item to City Council. Motion carried (8-0-0).

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.2 ACRES, BEING OUT OF CITY BLOCK 2013, PART OF LOTS 234 AND 235, CURRENTLY ADDRESSED AT 341 NORTH MARKET AVENUE, FROM C-2 (GENERAL BUSINESS DISTRICT) TO C-2 SUP (GENERAL BUSINESS DISTRICT WITH A SPECIAL USE PERMIT TO ALLOW SHORT TERM RENTAL OF A RESIDENCE); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the property is located in an area suitable for short term rental use; and

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

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

WHEREAS, the City Council desires to grant a Special Use Permit at 341 North Market Avenue, to allow short term rental of a residence in the C-2 (General Business District); **now, therefore;**

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

SECTION 1

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

Being out of City Block 2013, part of Lots 234 and 235, being as described on Exhibit "A" and depicted on Exhibit "B" attached.

SECTION 2

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

- 1. The residential character of the property must be maintained.
- 2. The property will remain in compliance with the approved site plan Exhibit "C" and floor plan Exhibit "D". Any significant changes to the site plan will require a revision to the SUP.

SECTION 3

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

SECTION 4

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

SECTION 5

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

PASSED AND APPROVED: First reading this 22nd day of September 2025.

PASSED AND APPROVED: Second reading this 13th day of October 2025.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

Exhibit "A" FAX NO.

Doc# 28848688427 Doc# 200506046100

EXHIBIT "A"

Being a 0.142 acre tract of land situated within the corporate limits of the City of New Braunfels, Comal County, Texas, being part of Lots 234 and 235, New City Block 2013, and also being the same tract of land, called a 101.7' x 60' tract of land described in Doc# 9906004651, Exhibit "A", of the Official Public Records of Comal County, Texas, and all bearings referred to in this description are rotated to and referenced to a bearing of S 38° 42' 00" W between iron pins found along the Southeasterly line of the above referenced tract recorded in Doc# 9906004651 and all bearings and distances referred to in this description as record calls are taken from said Doc# 9906004651, said 0.142 acre tract of land being more particularly described as follows:

BEGINNING: At a 1/2" iron pin found in the Southwesterly line of N. Market Avenue, for the East corner of Lot 242, New City Block 2013, the North corner of said Lot 235, for the North corner and Point of Beginning of this tract;

THENCE: Along the Southwesterly line of said N. Market Avenue, S 51° 57' 19" E 60.11 feet (record call: S 52° 00' E - 60.0 feet) to a 1/2" iron pin found in same, said point being in the Northeasterly line of said Lot 235, for the East corner of this tract;

THENCE: Severing said Lot 235, S 38° 42' 00" W 102.84 feet (record call: 101.70 feet) to a 1/2" iron pin found for an interior corner of the Save and Except portion of a Deed recorded in Volume 240, Page 138 of the Deed Records of Comal County, Texas, for the South corner of this tract;

THENCE: Along the Southwesterly line of the Save and Except portion of said Deed recorded in Volume 240, Page 138, N 51° 56' 16" W 60.11 feet (record call: N 52° 00' W - 60.0 feet) to a 1/2" iron pin found for a corner of said Save and Except portion of said Deed recorded in Volume 240, Page 138, said point being in the Southeasterly line of Lot 243, New City Block 2013, for the East corner of this tract;

THENCE: Partially along the Southeasterly line of said Lot 243, the Southeasterly line of Lot 242, the Northwesterly line of the above referenced tract recorded in Doc# 9906004651, N 38° 42' 00" E 102.82 feet (record call: 101.70 feet) to the Point of Beginning and containing 0.142 acres of land, more or less.

Doc# 28848688427

Doc# 200406088427
Pages 3
12/06/2005 11:57:12 PM
Filed & Recorded by
Official Records of
COMAL COUNTY
JOY STREATER

Doc# 200506046100
Pages 3
12/06/2005 1:46PM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$24.00

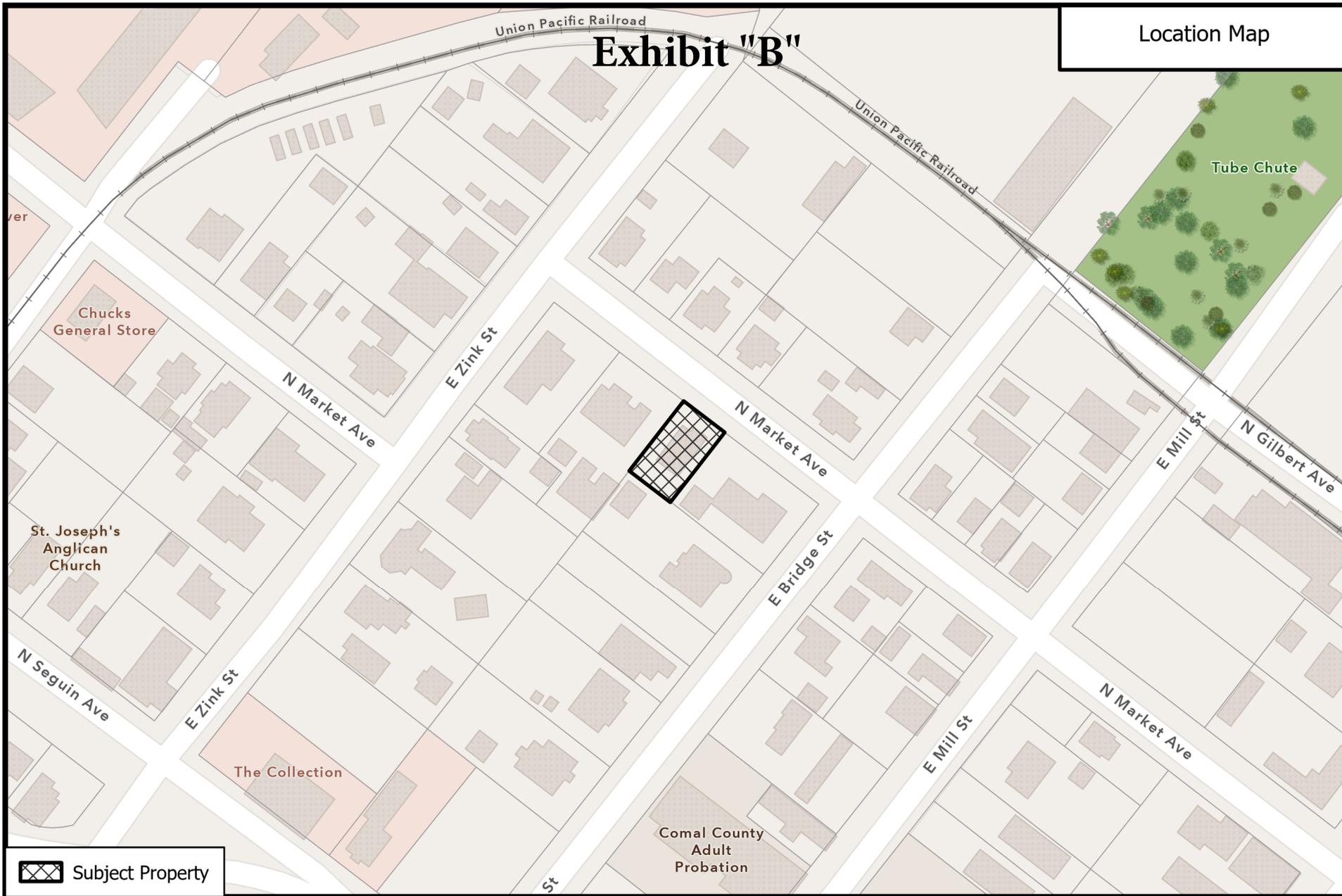


Joy Streater

Doc# 200506046100

Exhibit "B"

Location Map



SUP25-233 341 N Market Ave - SUP for STR

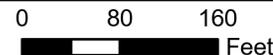
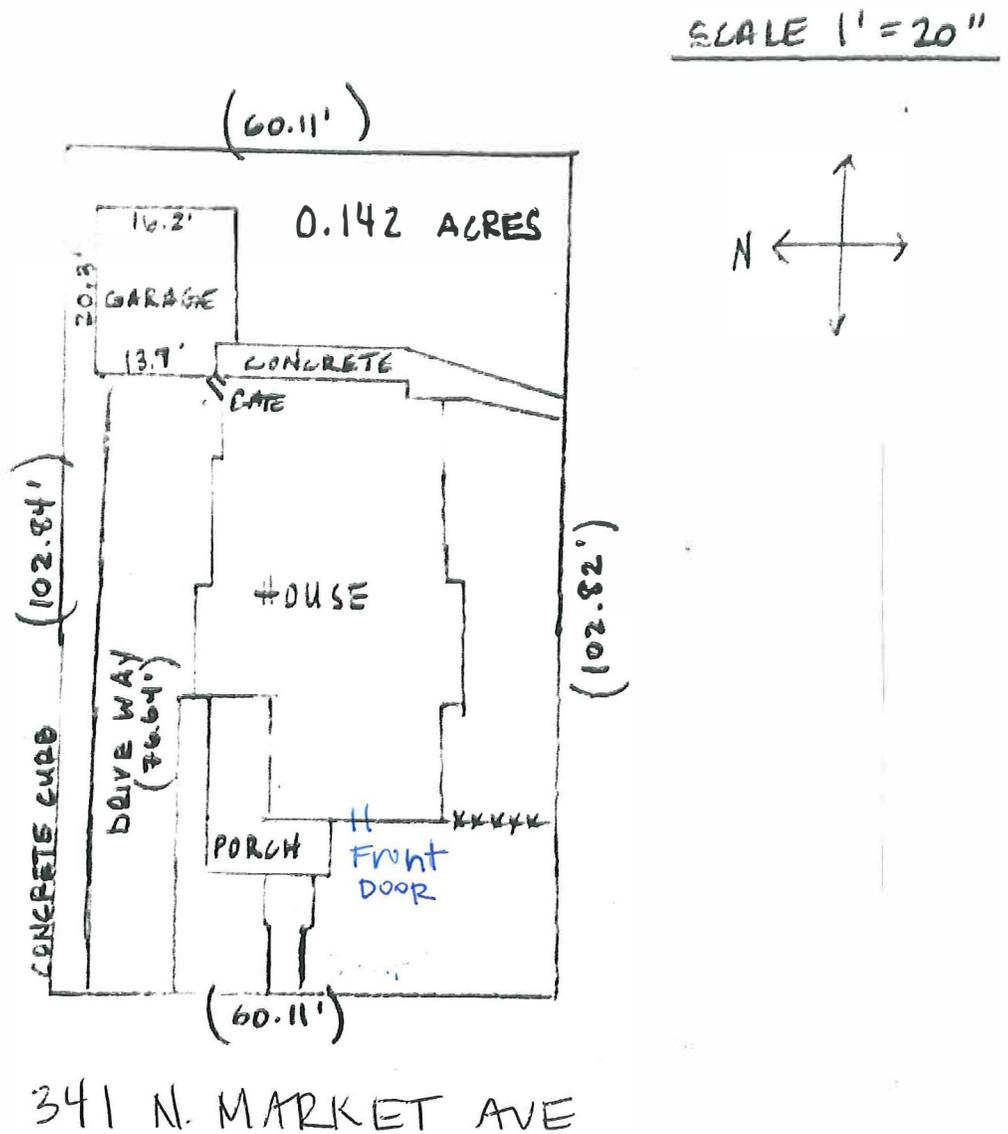


Exhibit "C"

Site Plan

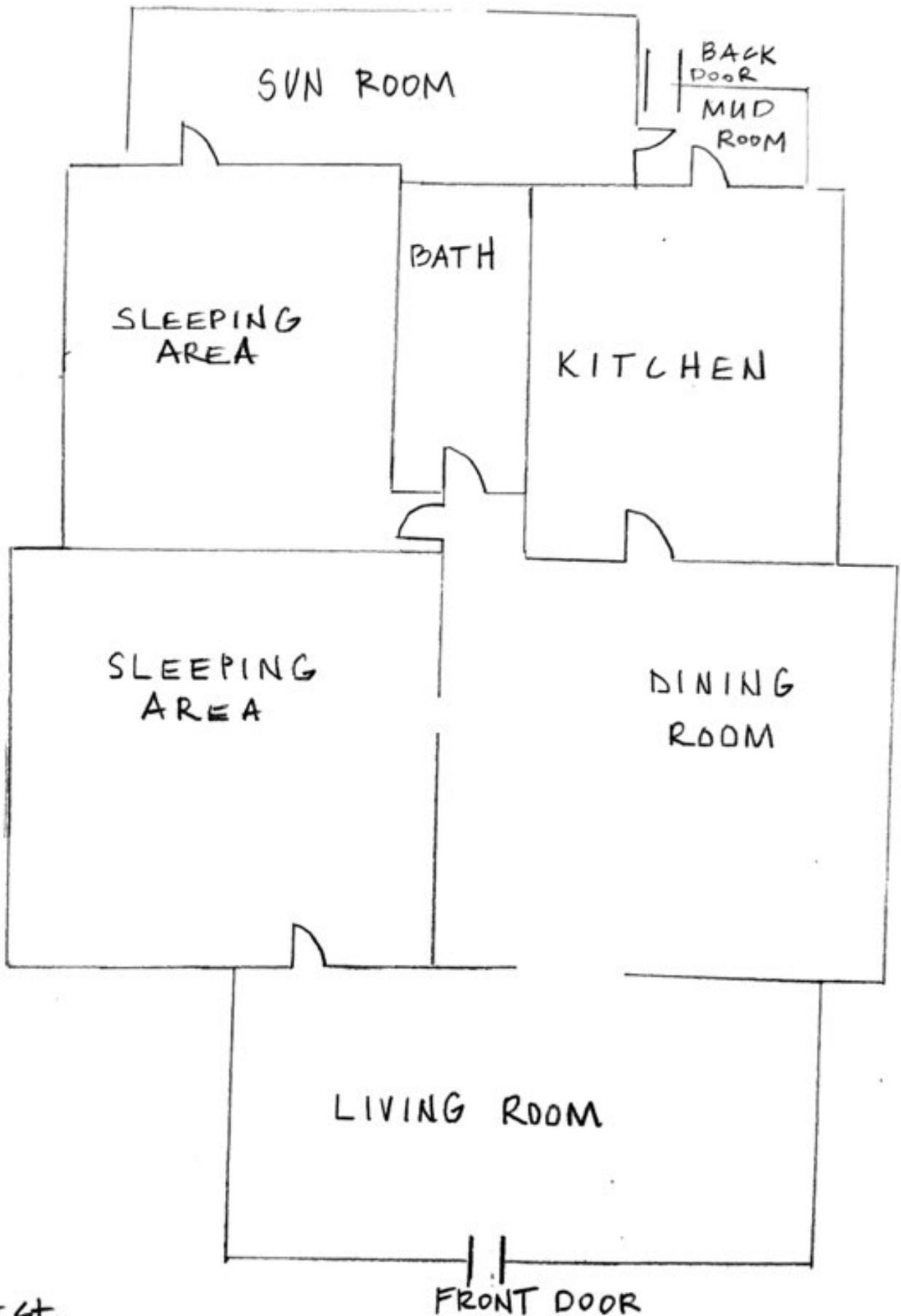
I, June Orr, the property owner, acknowledge that this site plan submitted for the purposes of rezoning this property is in accordance with all applicable provisions of the Zoning Ordinance. Additionally, I understand that City Council approval of this site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City-adopted Codes/Ordinances at this time of plan submittal for building permits. Nor does it relieve me from adherence to any/all state or federal rules and regulations.



FLOOR PLAN

341 N MARKET

Exhibit "D"



Market St.

FRONT DOOR

10/13/2025

Agenda Item No. S)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

APPLICANT: Alba Henriquez

SUBJECT:

Approval of the second and final reading of an ordinance requested by Alba Henriquez, on behalf of Luciano Henriquez, to rezone approximately 0.3 of an acre out of the A. M. Esnaurizar Survey 1, Abstract 1, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed as 1160 Dunlap Drive.

DEPARTMENT: Neighborhood and Community Planning

COUNCIL DISTRICTS IMPACTED: 5

BACKGROUND INFORMATION:

Case No: SUP25-237

Applicant:

Alba Henriquez

(512) 656-8092 | ahenriquez2105@gmail.com

Owner:

Luciano Henriquez

(512) 970-6653 | lhenriquez6653@gmail.com

Staff Contact:

Amanda Mushinski, AICP, CNU-A

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

The City Council held a public hearing on September 22, 2025, and unanimously approved the first reading of the applicant's requested rezoning ordinance (7-0-0).

The subject ~0.3-acre property is located on the southeast side of Dunlap Drive, approximately 200 feet southwest of the intersection of Dunlap Drive and State Highway 46 South, and approximately ¼ of a mile northeast of the Guadalupe River. It is bordered by C-3 and R-2 zoning. Adjacent land uses consist of a residential neighborhood and commercial properties.

The 1950s residence is roughly 924 square feet with 3 bedrooms and 2 bathrooms. This rezoning application is proposed to allow the short-term rental (STR) of the existing home. Per the Zoning Ordinance, the maximum occupancy of an STR with 3 bedrooms and 2 bathrooms is 8 occupants, and the minimum off-street parking is 3 spaces. There is sufficient room to accommodate the minimum parking requirements.

ISSUE:

STR standards in the Zoning Ordinance help to ensure proper measures are in place to protect public health,

safety, and neighboring properties. If this rezoning request is approved, the registration of the STR and online payment of hotel occupancy taxes are required. Also, the project must comply with all other City Code standards.

There are currently no approved short-term rental SUPs and no active STRs within one-half mile of the subject property.

COMPREHENSIVE PLAN REFERENCE:

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

- **Action 1.3:** Encourage balanced and fiscally responsible land-use patterns.
- **Action 1.14:** Ensure regulations do not unintentionally inhibit the provisions of a variety of flexible and innovative lodging options and attractions.

Future Land Use Plan: The subject property is located within the Oak Creek Sub Area and near an existing market center and future employment center.

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity

Organizational Excellence Community Well-Being N/A

- Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.

FISCAL IMPACT:

The requested rezoning is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Mix of uses (residential and short-term rental) developed on a single parcel of land increases revenue to cover costs of services.
- If approved, the property will be subject to local and state hotel occupancy tax (HOT).

RECOMMENDATION:

The requested rezoning is in accordance with the Comprehensive Plan; staff recommends the following conditions (which can be placed on SUPs):

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan and floor plan. Any significant changes to the site plan or floor plan will require a revision to the SUP.

The Planning Commission held a public hearing on September 3, 2025, and unanimously recommended approval (8-0-0).

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.

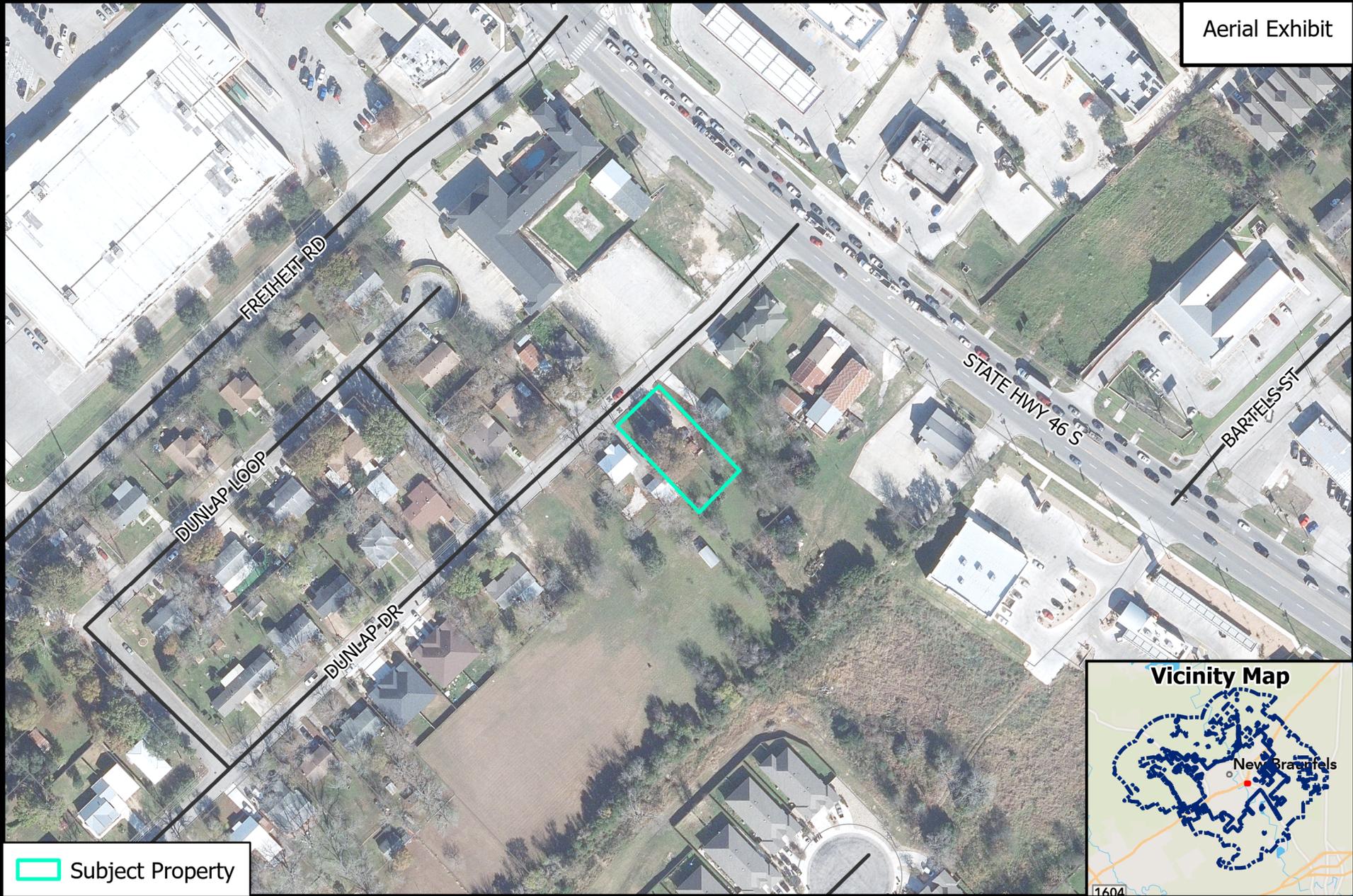
Mailed notification as required by state statute:

Public hearing notices were sent to owners of 13 properties within 200 feet of the request. As of the date this agenda was posted, the city has received no responses in opposition.

Resource Links:

- Chapter 144, Sec. 144-3.3-9 (C-3) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 5.17 (Short-term Rental) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?

Aerial Exhibit



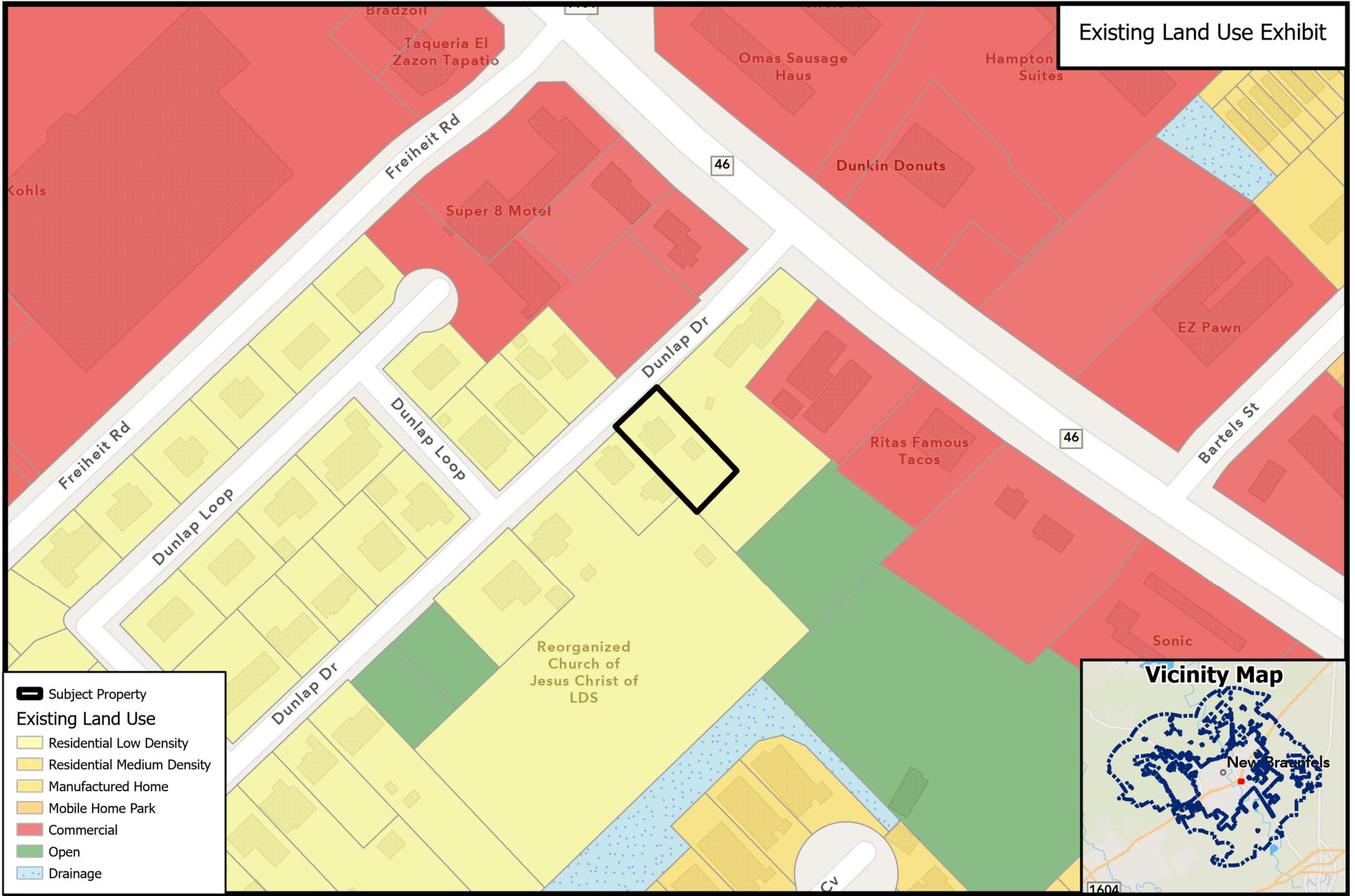
SUP25-237
1160 Dunlap Dr - SUP for STR



Path: P:\ZoneChange & SUPs\2025\SUP25-237 - 1160 Dunlap Dr - SUP for

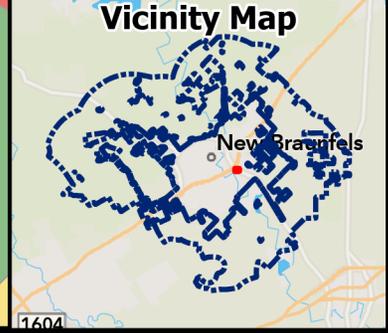
Source: City of New Braunfels Planning
 Date: 8/4/2025

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



Existing Land Use Exhibit

-  Subject Property
- Existing Land Use**
-  Residential Low Density
-  Residential Medium Density
-  Manufactured Home
-  Mobile Home Park
-  Commercial
-  Open
-  Drainage



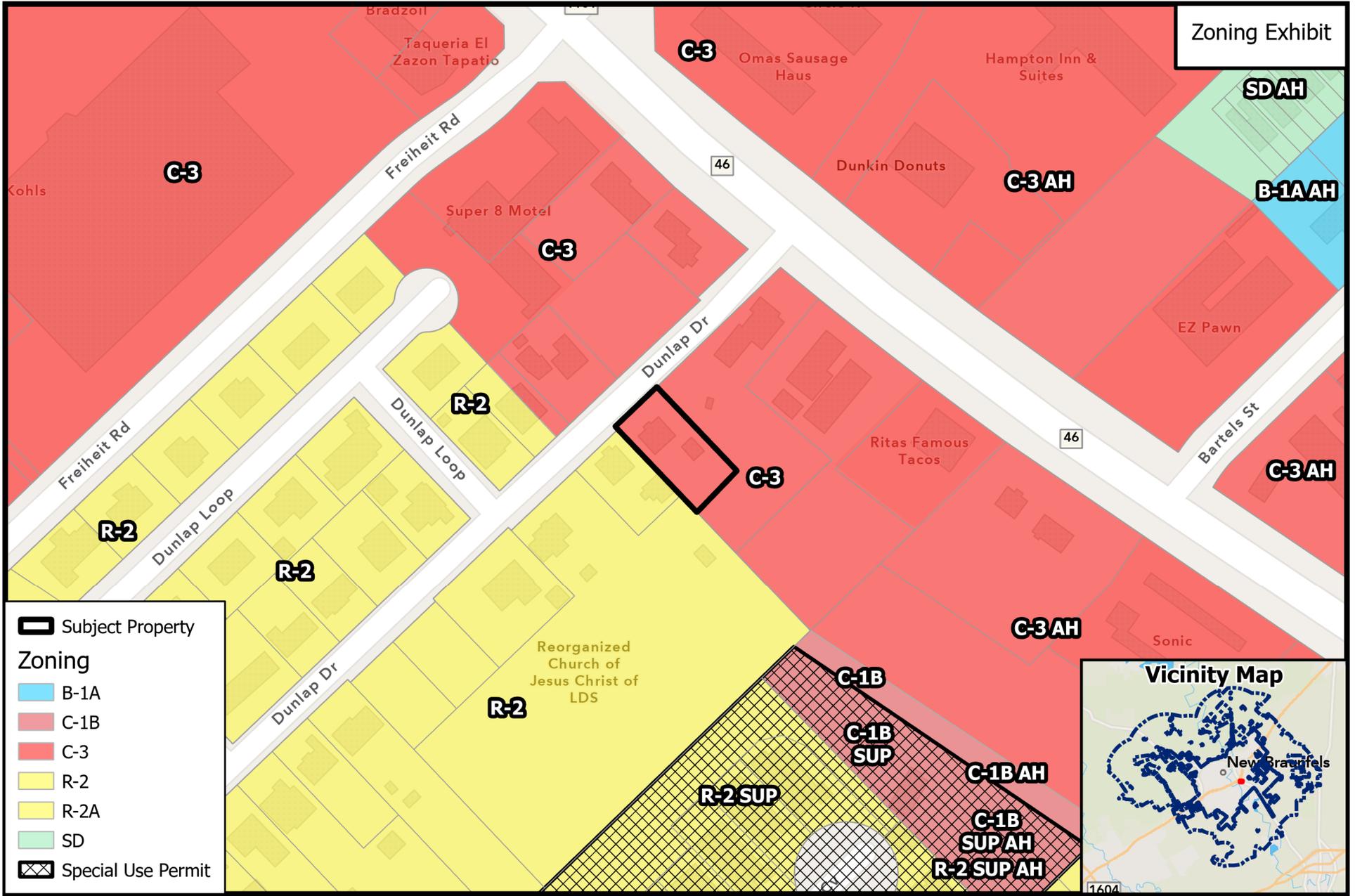
SUP25-237
1160 Dunlap Dr - SUP for STR



Path: P:\ZoneChange & SUPs\2025\SUP25-237 - 1160 Dunlap Dr - SUP for

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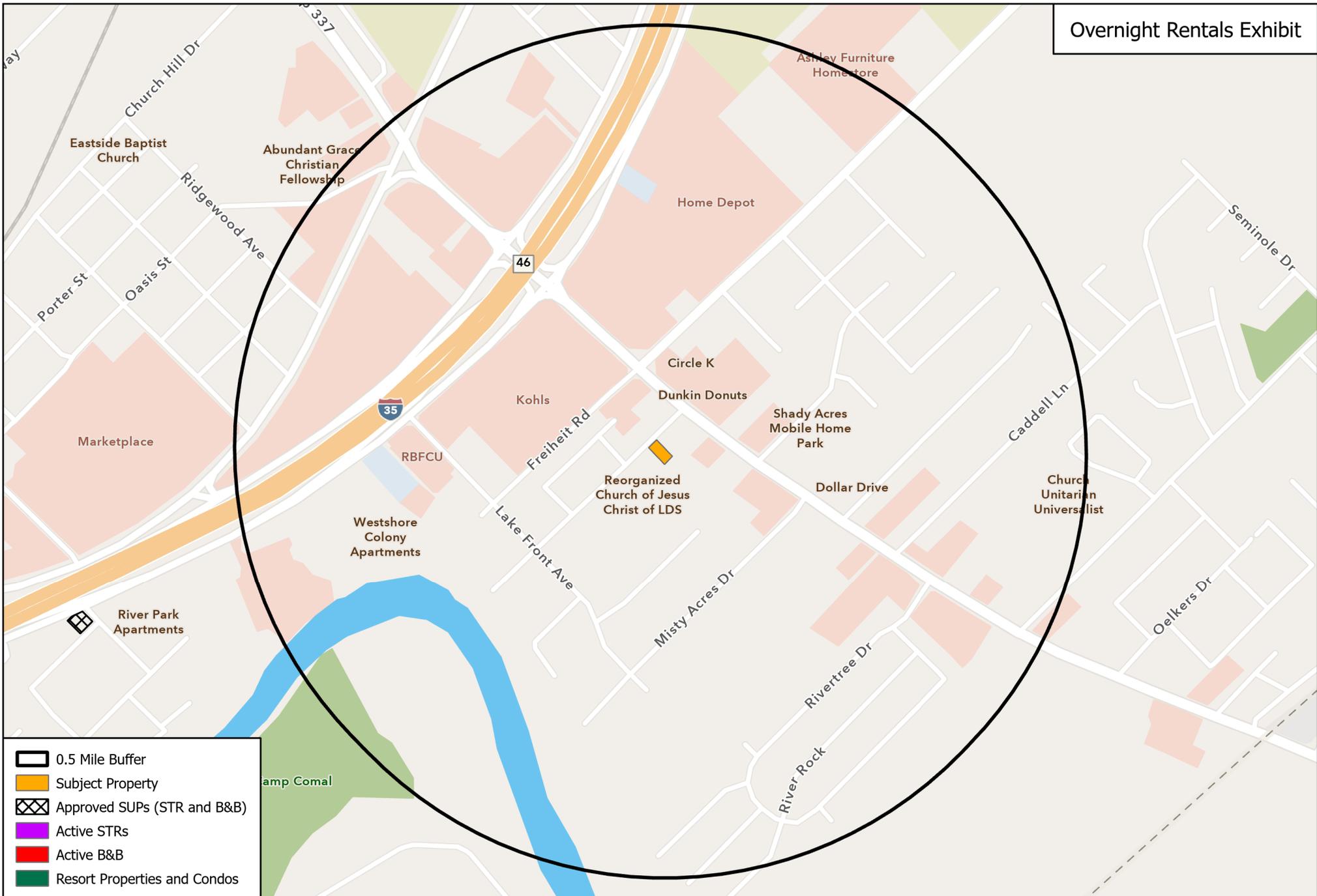


SUP25-237
1160 Dunlap Dr - SUP for STR

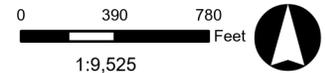
Path: P:\ZoneChange & SUPs\2025\SUP25-237 - 1160 Dunlap Dr - SUP for

Source: City of New Braunfels Planning
 Date: 8/4/2025

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

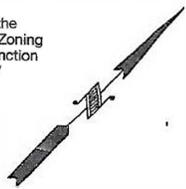


SUP25-237
1160 Dunlap Dr - SUP for STR



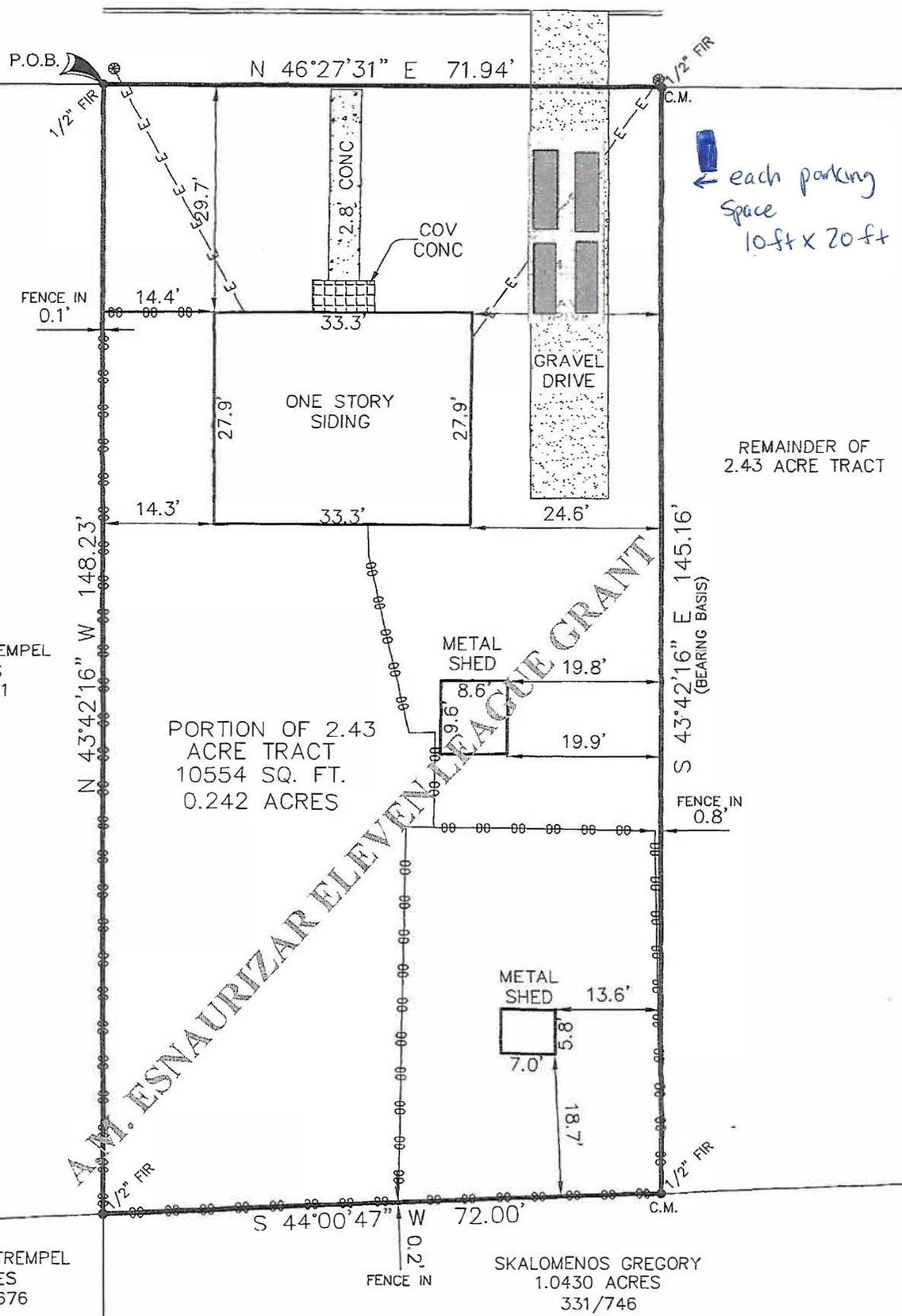
NOTE: TITLE REPORT INDICATES THERE ARE NO RESTRICTION OR COVENANTS OF RECORD.
 NOTE: BEARINGS SHOWN HEREON ARE BASED ON DEED RECORD INDICATED BELOW.

I, Luciano Henriquez, the property owner, acknowledge that this site plan submitted for the purposes of rezoning this property is in accordance with all applicable provisions of the Zoning Ordinance. Additionally, I understand that City Council approval of this site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City adopted Codes/ Ordinances at the time of plan submittal for building permits. Nor does it relieve me from adherence to any/all state or federal rules and regulations.



SCALE: 1"=20'

DUNLAP DRIVE (40' R.O.W.)



SCHLATHER LINDA L STREMPER
 LOT 1/0.339 ACRES
 DOC.# 200706009421

PORTION OF 2.43
 ACRE TRACT
 10554 SQ. FT.
 0.242 ACRES

SCHLATHER LINDA L STREMPER
 LOT 2/2.93 ACRES
 DOC.# 200606046676

SKALOMENOS GREGORY
 1.0430 ACRES
 331/746

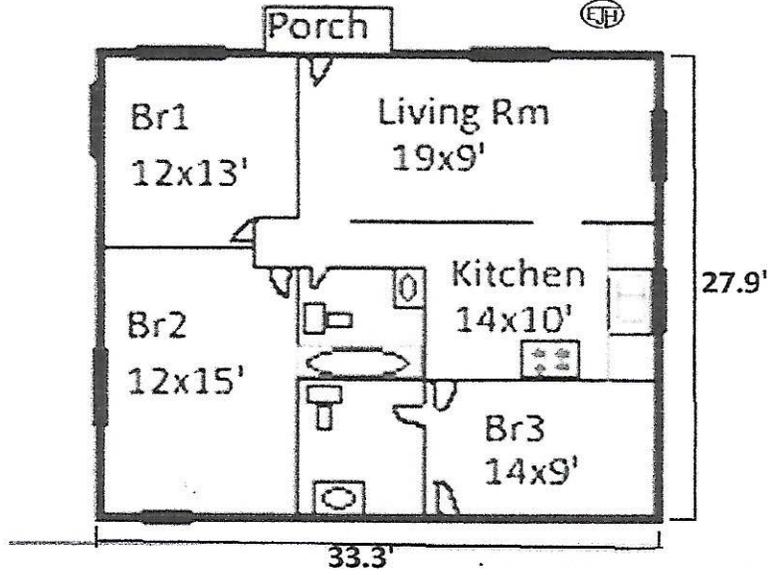
PROPERTY ADDRESS

1160 DUNLAP DRIVE

As scaled from FEMA's FLOOD INSURANCE RATE MAP, Community No.485493, Panel No.0014 E, Panel Dated 1-5-06, this is a special flood hazard zone, as that term defined by FEMA. This flood zone identification is this survey's interpretation, which may or may not agree with the interpretations of FEMA or state or local officials, and which may not agree with the tract's actual conditions. This surveyor does not certify the accuracy of this flood zone designation. It is the responsibility of any interested persons to verify the accuracy of the flood zone designation with FEMA and state and local officials. Resolving this is the responsibility of the property owner.

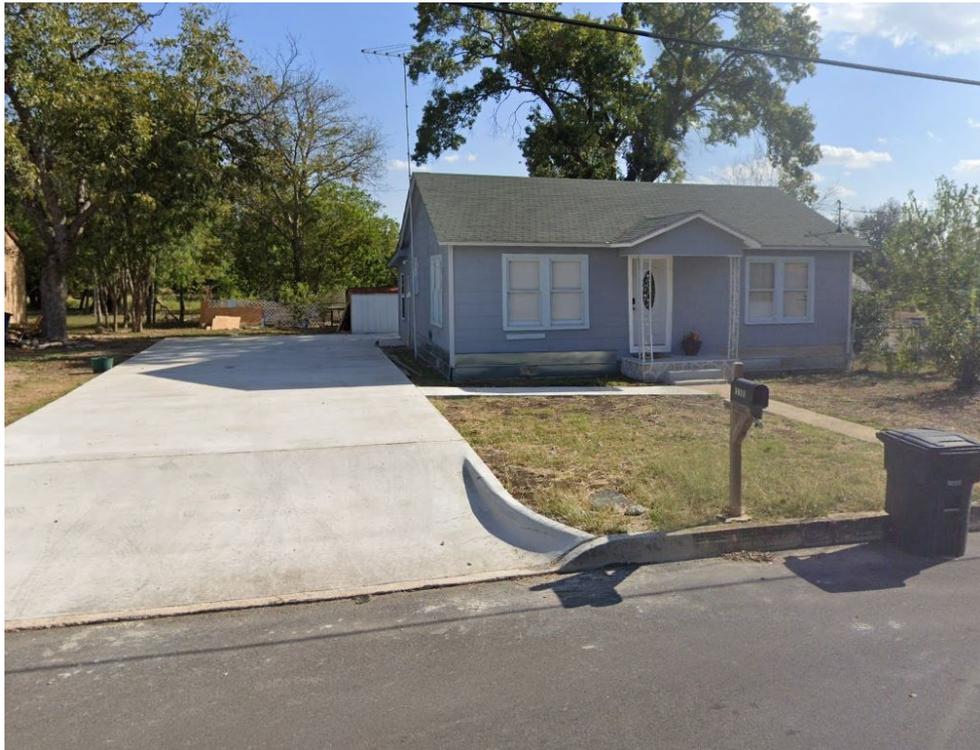
1100 Dunlap Dr

Floor Plan



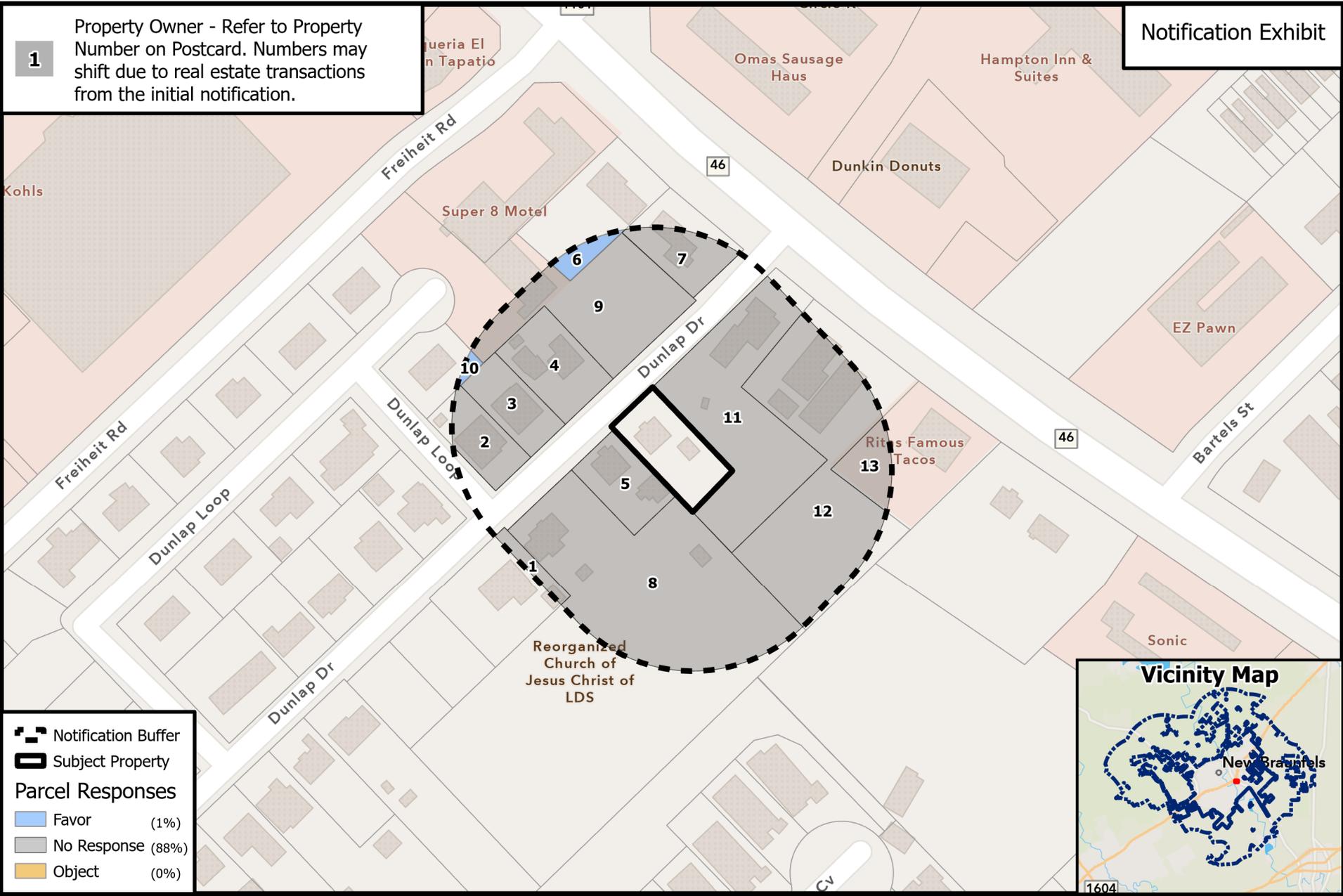


1160 Dunlap Drive—Property Frontage



1160 Dunlap Drive

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

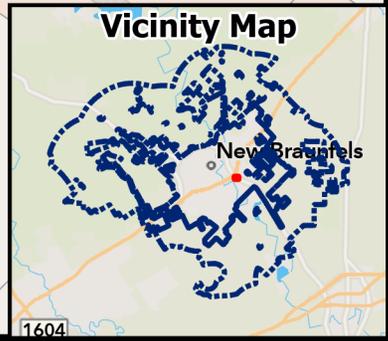


Notification Buffer
 Notification Buffer

Subject Property
 Subject Property

Parcel Responses

	Favor	(1%)
	No Response	(88%)
	Object	(0%)



SUP25-237
1160 Dunlap Dr - SUP for STR



PLANNING COMMISSION – September 3, 2025 – 6:00PM

City Hall Council Chambers

Applicant: Alba Henriquez

Owner: Luciano Henriquez

Address/Location: 1160 Dunlap Dr

SUP25-237

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. REED JACOB | 8. TEXAS CONFERENCE ASSOCIATION OF SEVENTH DAY ADVENTISTS |
| 2. LITTLE AMY | 9. AMBITION DEVELOPMENT INC |
| 3. KENNEDY JAMAL | 10. WILLIAMS KAREN E |
| 4. TEAM PETS PROPERTY LLC | 11. HENRIQUEZ LUCIANO |
| 5. MARTINEZ JEANIE U | 12. SKALOMENOS GREGORY |
| 6. BROWN TODD & FANG HUANG | 13. DUPONT KASEY N & JACQUELYN R DUPONT |
| 7. NGUYEN TRANG NGOC THI | |

SEE MAP

BROWN TODD & FANG HUANG

814 TIMBER DRIVE

NEW BRAUNFELS TX 78130

Property #: 6

SUP25-237

Case Manager: AM

COMMENTS

FAVOR

OPPOSE

RECEIVED
AUG 21
BY: *A. M. H.*

WILLIAMS KAREN E
1144 DUNLAP LOOP
NEW BRAUNFELS TX 78130

Property #: 10
SUP25-237
Case Manager: AM

COMMENTS

FAVOR
OPPOSE

RECEIVED
AUG 20
BY: *Kel-M. Hill*

Draft Minutes for the September 3, 2025, Planning Commission Regular Meeting

- A) SUP25-237 Public hearing and recommendation to City Council to rezone approximately 0.3 acres out of the A M Esnaurizar Survey 1, Abstract 1, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed as 1160 Dunlap Drive. (Applicant: Alba Henriquez; Owner: Luciano Henriquez; Case Manager: Amanda Mushinski, Planner, AICP, CNU-A))**

Amanda Mushinski introduced the aforementioned item and recommended approval with the conditions listed in the staff report.

Chair Sonier asked if there were any questions for staff.

There were no questions for staff.

Chair Sonier invited the applicant to speak on the item.

Applicant, Alba Henriquez, and owner, Luciano Henriquez, elaborated on the intent of the request.

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

No individuals spoke on the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion.

Motion by Commissioner Rudy, seconded by Commissioner Nolte, to recommend approval of the item to City Council. Motion carried (8-0-0).

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.3 ACRES, BEING OUT OF THE A M ESNAURIZAR SURVEY 1, ABSTRACT 1, CURRENTLY ADDRESSED AT 1160 DUNLAP DRIVE, FROM C-3 (COMMERCIAL DISTRICT) TO C-3 SUP (COMMERCIAL DISTRICT WITH A SPECIAL USE PERMIT TO ALLOW SHORT TERM RENTAL OF A RESIDENCE); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the property is located in an area suitable for short term rental use; and

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

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

WHEREAS, the City Council desires to grant a Special Use Permit at 1160 Dunlap Drive, to allow short term rental of a residence in the C-3 (Commercial District); **now, therefore;**

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

SECTION 1

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

Being out of the A M Esnaurizar Survey 1, Abstract 1, being as depicted on Exhibit "A" attached.

SECTION 2

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

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan Exhibit "B" and floor plan Exhibit "C". Any significant changes to the site plan will require a revision to the SUP.

SECTION 3

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

SECTION 4

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

SECTION 5

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

PASSED AND APPROVED: First reading this 22nd day of September 2025.

PASSED AND APPROVED: Second reading this 13th day of October 2025.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

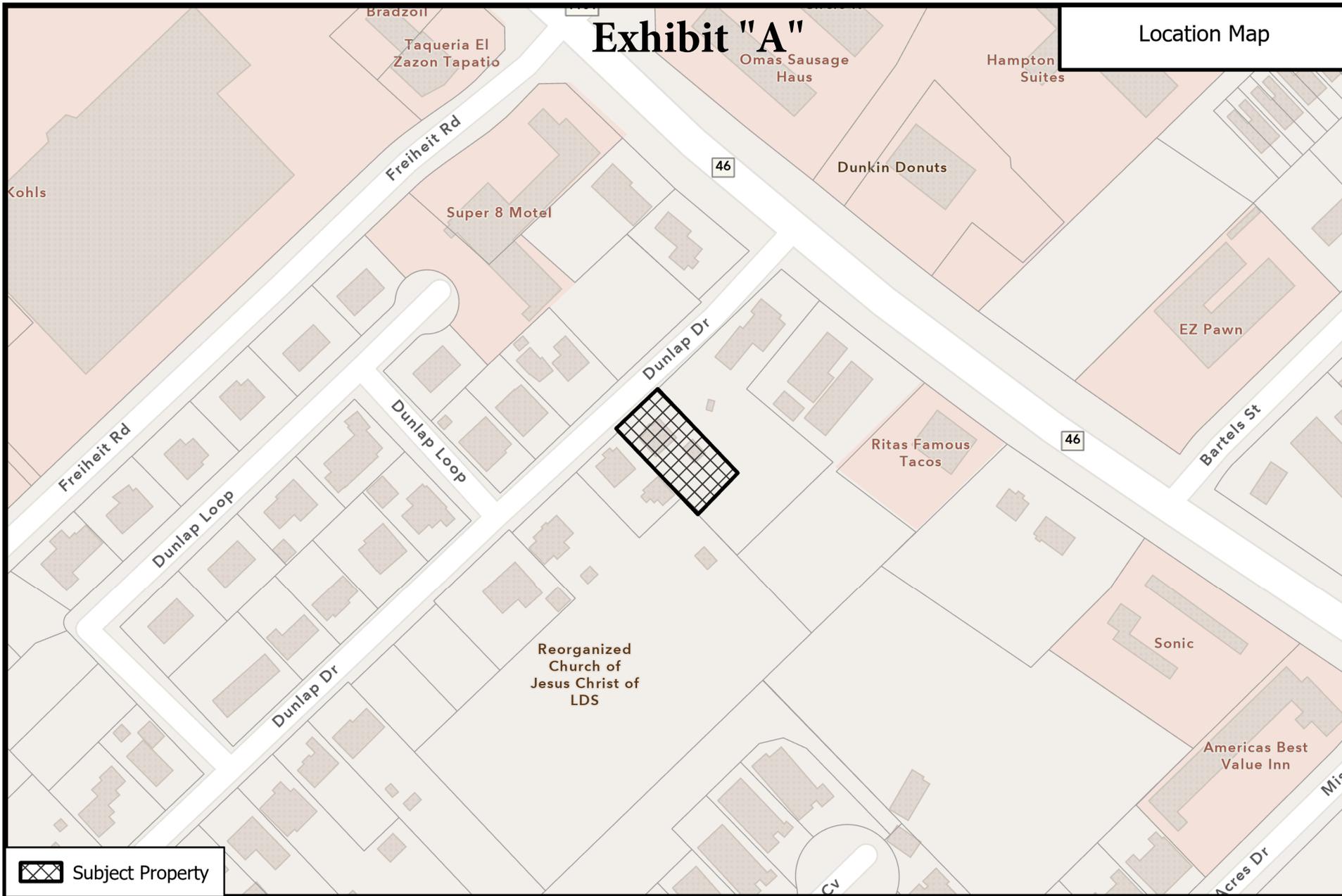
GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

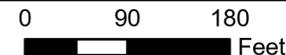
VALERIA M. ACEVEDO, City Attorney

Exhibit "A"

Location Map



SUP25-237 1160 Dunlap Dr - SUP for STR



Path: P:\ZoneChange & SUPs\2025\SUP25-237 - 1160 Dunlap Dr - SUP for

Source: City of New Braunfels Planning
Date: 8/21/2025

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

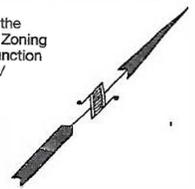
NOTE: TITLE REPORT INDICATES THERE ARE NO RESTRICTION OR COVENANTS OF RECORD.

NOTE: BEARINGS SHOWN HEREON ARE BASED ON DEED RECORD INDICATED BELOW.

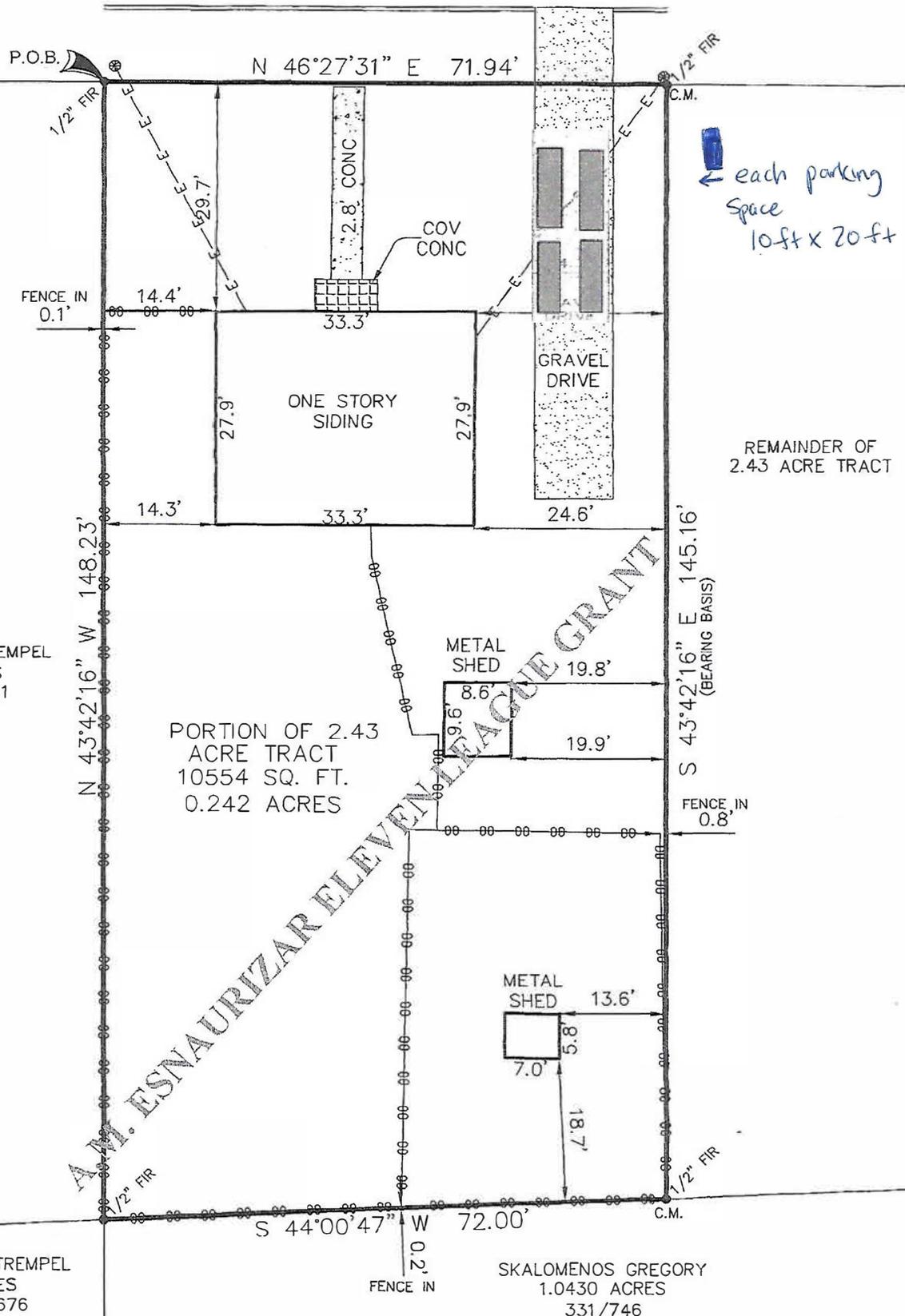
I, Luciano Henriquez, the property owner, acknowledge that this site plan submitted for the purposes of rezoning this property is in accordance with all applicable provisions of the Zoning Ordinance. Additionally, I understand that City Council approval of this site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City adopted Codes/ Ordinances at the time of plan submittal for building permits. Nor does it relieve me from adherence to any/all state or federal rules and regulations.

Exhibit "B"

DUNLAP DRIVE (40' R.O.W.)



SCALE: 1"=20'



PROPERTY ADDRESS

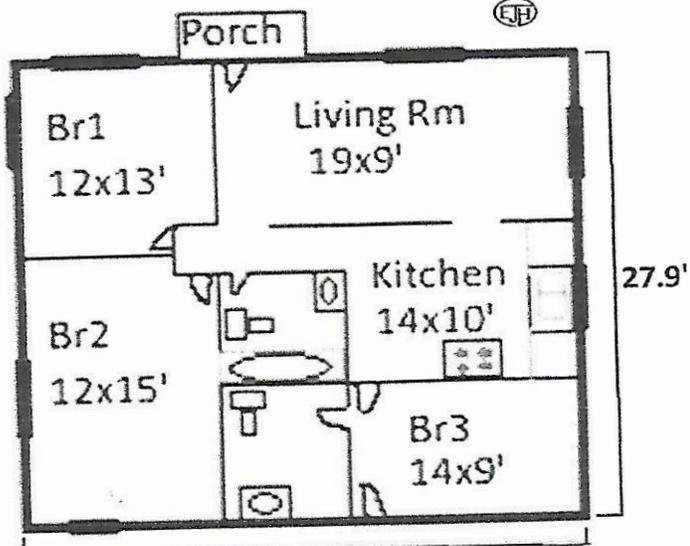
1160 DUNLAP DRIVE

As scaled from FEMA's FLOOD INSURANCE RATE MAP, Community No.485493, Panel No.0014 E, Panel Dated 1-5-06, this is a special flood hazard zone, as that term defined by FEMA. This flood zone identification is this survey's interpretation, which may or may not agree with the interpretations of FEMA or state or local officials, and which may not agree with the tract's actual conditions. This surveyor does not certify the accuracy of this flood zone designation. It is the responsibility of any interested persons to verify the accuracy of the flood zone designation with FEMA and state and local officials. Resurvey this site to verify the accuracy of the flood zone designation with FEMA and state and local officials. **211**

Exhibit "C"

1100 Dunlap Dr

Floor Plan



10/13/2025

Agenda Item No. T)

PRESENTER:

Matthew Eckmann, Assistant Director of Public Works

SUBJECT:

Approval of the second and final reading of an ordinance amending Chapter 110, Appendix X of the Code of Ordinances relating to the implementation of the next phase of Solid Waste commercial rate adjustments.

DEPARTMENT: Public Works - Solid Waste and Recycling Division

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

The City of New Braunfels has established an ordinance containing rules, regulations, policies, and rate provisions affecting solid waste services within the City (Chapter 110 “Solid Waste”, Code of Ordinances of the City of New Braunfels).

The Solid Waste and Recycling Division (SWRD) operates as an enterprise fund, meaning the expenditures of the division should be supported solely by the revenues received for services and not the general fund. On August 12, 2024, the City Council approved a new commercial rate structure, which would be implemented over three fiscal years. The ordinance approved on this date included only the rates for fiscal year 2025. In order to implement the rate increases for fiscal year 2026 and 2027, a new ordinance must be approved to codify those rates. The first reading of this ordinance amendment was approved by City Council unanimously on September 22, 2025.

ISSUE:

FY 2025 Rates

Container Size (Cubic Yards)	Collection per Week (Dumpsters)					
	1	2	3	4	5	6
3	75.00	150.00	225.00	300.00	375.00	450.00
4	90.00	180.00	270.00	360.00	450.00	540.00
6	105.00	195.00	285.00	375.00	465.00	555.00
8	120.00	210.00	300.00	390.00	480.00	570.00
10	135.00	225.00	315.00	405.00	495.00	585.00
96-gal (2 carts)	30.00					
Add'l cart (limit 2)	15.00	each				

The approved rate structure is referenced below:

FY 2027 Rates

Container Size (Cubic Yards)	Collection per Week (Dumpsters)					
	1	2	3	4	5	6
3	85.00	170.00	255.00	340.00	425.00	510.00
4	100.00	200.00	300.00	400.00	500.00	600.00
6	115.00	215.00	315.00	415.00	515.00	615.00
8	130.00	230.00	330.00	430.00	530.00	630.00
10	145.00	245.00	345.00	445.00	545.00	645.00
96-gal (2 carts)	40.00					
Add'l cart (limit 2)	20.00	each				

FY 2026 Rates

Container Size (Cubic Yards)	Collection per Week (Dumpsters)					
	1	2	3	4	5	6
3	80.00	160.00	240.00	320.00	400.00	480.00
4	95.00	190.00	285.00	380.00	475.00	570.00
6	110.00	205.00	300.00	395.00	490.00	585.00
8	125.00	220.00	315.00	410.00	505.00	600.00
10	140.00	235.00	330.00	425.00	520.00	615.00
96-gal (2 carts)	35.00					
Add'l cart (limit 2)	17.50	each				

In order to codify these rates, Section 110, Appendix X of the New Braunfels Code of Ordinances, shall be updated to reflect the new rates for FY 2026 and FY 2027.

STRATEGIC PLAN REFERENCE:

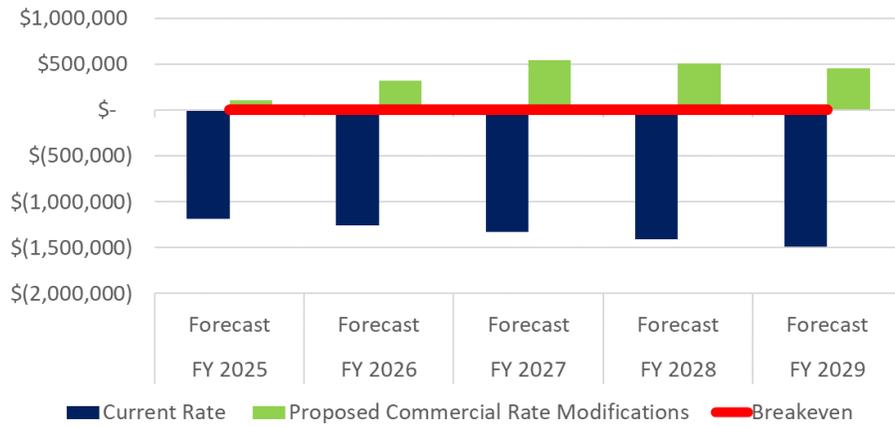
- Economic Mobility
- Enhanced Connectivity
- Community Identity
- Organizational Excellence
- Community Well-Being
- N/A

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

FISCAL IMPACT:

As referenced in the graph below, forecasting the proposed commercial rate increases will result in revenues exceeding expenditures and will continue to sustain operations for at least the next four fiscal years.

Solid Waste Breakeven Analysis



RECOMMENDATION:

Staff recommends approval of the ordinance.

ORDINANCE NO. 2025 - ____

AN ORDINANCE OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING THE NEW BRAUNFELS CODE OF ORDINANCES CHAPTER 110, SOLID WASTE CODE BY AMENDING APPENDIX "X"; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels established an ordinance containing rules, regulations, policies, and rate provisions affecting solid waste within the City limits and collection and disposal of same (Chapter 110 "Solid Waste", Code of Ordinances of the City of New Braunfels); and

WHEREAS, on August 12, 2024, the City Council approved a new commercial rate structure which would be implemented over the next three fiscal years in order to financially sustain the operation; and

WHEREAS, current rates for services have been moved to Appendix X for ease of access; and

WHEREAS, in order to codify the approved rates for fiscal years 2026 and 2027, the City Council of the City of New Braunfels desires to adopt the updates to Section 110, Appendix X, Fee Schedule, of the City of New Braunfels Code of Ordinances.

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

Section 1: That Chapter 110, Appendix X of the New Braunfels Code of Ordinances shall be amended to hereinafter read as follows:

Appendix X: Solid Waste Fee Schedule

Residential Services:	Effective October 1, 2024	Effective November 1, 2025	Effective October 1, 2026
Refuse	\$13.40	\$13.40	\$13.40
Recycling	\$4.26	\$4.26	\$4.26
Brush/Bulk pick up; minimum one-half hour	\$40.00	\$40.00	\$40.00
Excess garbage tags, per five tags	\$20.00	\$20.00	\$20.00
Additional residential cart fee	\$6.50	\$6.50	\$6.50
Administrative fee for additional recycling cart	-	-	-
Administrative fee for additional residential cart	\$10.00	\$10.00	\$10.00
Replacement cart (second request and after)	Actual cost of cart	Actual cost of cart	Actual cost of cart
Container rental (each three-eight cubic yard container)	\$75.00	\$75.00	\$75.00
Container collection service, per each collection:			
3 cubic yards	\$30.00	\$30.00	\$30.00
4 cubic yards	\$40.00	\$40.00	\$40.00
6 cubic yards	\$60.00	\$60.00	\$60.00
8 cubic yards	\$80.00	\$80.00	\$80.00
Missed service (resident caused) (as determined by solid waste manager or designee), each occurrence	\$25.00	\$25.00	\$25.00
Missed service (city caused), or undetermined cause	no charge	no charge	no charge
Commercial/Business services:	Effective October 1, 2024	Effective November 1, 2025	Effective October 1, 2026
Commercial standard carts collected one time per week			
Minimum charge (two 95-gallon carts)	\$30.00	\$35.00	\$40.00
Additional Commercial 96-gallon cart (limit two), each	\$15.00	\$17.50	\$20.00
Administrative fee for additional carts, per request for service change	\$10.00	\$10.00	\$10.00
Brush/Bulk pick up; minimum one-half hour	\$40.00	\$40.00	\$40.00
Necessary dumpster cleaning, repair, and painting after a fire in container	\$250.00	\$250.00	\$250.00
Dumpster cleaning required by the solid waste manager or customer requested, due to odor, unsanitary, or unsafe condition	\$75.00	\$75.00	\$75.00
Mechanical assistance to remove unauthorized and/or oversized items from container	\$65.00	\$65.00	\$65.00
Manual collection of excess garbage and rubbish on site; per hour (based on total amount of time including, but not limited to, travel, loading, disposal, and weight of contents)	\$140.00	\$140.00	\$140.00
Installation of locking mechanism	\$50.00	\$50.00	\$50.00

Waiting time for blocked container (requested by customer); per hour	\$134.40	\$134.40	\$134.40
Overloaded/excess garbage fee:			
Three cubic yards	\$15.00	\$15.00	\$15.00
Four cubic yards	\$20.00	\$20.00	\$20.00
Six cubic yards	\$30.00	\$30.00	\$30.00
Eight cubic yards	\$40.00	\$40.00	\$40.00
Ten cubic yards	\$50.00	\$50.00	\$50.00
Three cubic yard service			
One time per week	\$75.00	\$80.00	\$85.00
Two times per week	\$150.00	\$160.00	\$170.00
Three times per week	\$225.00	\$240.00	\$255.00
Four times per week	\$300.00	\$320.00	\$340.00
Five times per week	\$375.00	\$400.00	\$425.00
Six times per week	\$450.00	\$480.00	\$510.00
Four cubic yard service			
One time per week	\$90.00	\$95.00	\$100.00
Two times per week	\$180.00	\$190.00	\$200.00
Three times per week	\$270.00	\$285.00	\$300.00
Four times per week	\$360.00	\$380.00	\$400.00
Five times per week	\$450.00	\$475.00	\$500.00
Six times per week	\$540.00	\$570.00	\$600.00
Six cubic yard service			
One time per week	\$105.00	\$110.00	\$115.00
Two times per week	\$195.00	\$205.00	\$215.00
Three times per week	\$285.00	\$300.00	\$315.00
Four times per week	\$375.00	\$395.00	\$415.00
Five times per week	\$465.00	\$490.00	\$515.00
Six times per week	\$555.00	\$585.00	\$615.00
Eight cubic yard service			
One time per week	\$120.00	\$125.00	\$130.00
Two times per week	\$210.00	\$220.00	\$230.00
Three times per week	\$300.00	\$315.00	\$330.00
Four times per week	\$390.00	\$410.00	\$430.00
Five times per week	\$480.00	\$505.00	\$530.00
Six times per week	\$570.00	\$600.00	\$630.00
Ten cubic yard service			

One time per week	\$135.00	\$140.00	\$145.00
Two times per week	\$225.00	\$235.00	\$245.00
Three times per week	\$315.00	\$330.00	\$345.00
Four times per week	\$405.00	\$425.00	\$445.00
Five times per week	\$495.00	\$520.00	\$545.00
Six times per week	\$585.00	\$615.00	\$645.00
Two cubic yard compactor service, customer-owned			
One time per week	n/a	\$75.00	\$80.00
Two times per week	n/a	\$150.00	\$155.00
Three times per week	n/a	\$225.00	\$230.00
Four times per week	n/a	\$300.00	\$305.00
Five times per week	n/a	\$375.00	\$380.00
Six times per week	n/a	\$450.00	\$455.00
Three cubic yard compactor service, customer-owned			
One time per week	\$115.00	\$120.00	\$125.00
Two times per week	\$230.00	\$240.00	\$245.00
Three times per week	\$345.00	\$360.00	\$365.00
Four times per week	\$460.00	\$480.00	\$485.00
Five times per week	\$575.00	\$600.00	\$605.00
Six times per week	\$690.00	\$720.00	\$725.00
Four cubic yard compactor service, customer-owned			
One time per week	\$145.00	\$150.00	\$155.00
Two times per week	\$260.00	\$270.00	\$275.00
Three times per week	\$375.00	\$390.00	\$395.00
Four times per week	\$490.00	\$510.00	\$515.00
Five times per week	\$605.00	\$630.00	\$635.00
Six times per week	\$720.00	\$750.00	\$755.00
Six cubic yard compactor service, customer-owned			
One time per week	\$175.00	\$180.00	\$185.00
Two times per week	\$290.00	\$300.00	\$305.00
Three times per week	\$405.00	\$420.00	\$425.00
Four times per week	\$520.00	\$540.00	\$545.00
Five times per week	\$635.00	\$660.00	\$665.00
Six times per week	\$750.00	\$780.00	\$785.00
Eight cubic yard compactor service, customer-owned			
One time per week	\$205.00	\$210.00	\$215.00

Two times per week	\$320.00	\$330.00	\$335.00
Three times per week	\$435.00	\$450.00	\$455.00
Four times per week	\$550.00	\$570.00	\$575.00
Five times per week	\$665.00	\$690.00	\$695.00
Six times per week	\$780.00	\$810.00	\$815.00
20 cubic yard compactor service, customer-owned			
One times per month	\$725.00	\$730.00	\$735.00
Two times per month	\$1,450.00	\$1,460.00	\$1,465.00
Three times per month	\$2,175.00	\$2,190.00	\$2,195.00
Four times per month	\$2,900.00	\$2,920.00	\$2,925.00
30 cubic yard compactor service, customer-owned			
One times per month	\$875.00	\$880.00	\$885.00
Two times per month	\$1,750.00	\$1,760.00	\$1,765.00
Three times per month	\$2,625.00	\$2,640.00	\$2,645.00
Four times per month	\$3,500.00	\$3,520.00	\$3,525.00
40 cubic yard compactor service, customer-owned			
One times per month	\$1,025.00	\$1,030.00	\$1,035.00
Two times per month	\$2,050.00	\$2,060.00	\$2,065.00
Three times per month	\$3,075.00	\$3,090.00	\$3,095.00
Four times per month	\$4,100.00	\$4,120.00	\$4,125.00
Open top roll-off rates 20, 30, and 40 cubic yards			
Minimum one-month rental	\$150.00	\$150.00	\$150.00
Delivery fee	\$150.00	\$150.00	\$150.00
Service fee, plus disposal fee for weight of container contents	\$200.00	\$200.00	\$200.00
Call-in collection charges			
Three cubic yards	\$125.00	\$130.00	\$135.00
Four cubic yards	\$155.00	\$160.00	\$165.00
Six cubic yards	\$215.00	\$220.00	\$225.00
Eight cubic yards	\$275.00	\$280.00	\$285.00
Ten cubic yards	\$350.00	\$355.00	\$360.00
Call-in collection charges (roll-off/front load compacting containers)			
Two cubic yards	n/a	\$100.00	\$105.00
Three cubic yards	\$135.00	\$140.00	\$145.00
Four cubic yards	\$175.00	\$180.00	\$185.00
Six cubic yards	\$245.00	\$250.00	\$255.00

Eight cubic yards	\$315.00	\$320.00	\$325.00
20 cubic yards	\$485.00	\$490.00	\$495.00
30 cubic yards	\$625.00	\$630.00	\$635.00
40 cubic yards	\$765.00	\$770.00	\$775.00

10/13/2025

Agenda Item No. A)

PRESENTER:

Scott McClelland, Assistant Transportation and Construction Services Director

SUBJECT:

Discuss and consider approval of a joint-bid contract between the City of New Braunfels and New Braunfels Utilities, with Capital Excavation Company for the construction of the San Antonio / Water Lane Project as part of the 2023 Bond Citywide Streets Program, along with authorization for the City Manager to execute change orders up to the contingency amount, and authorization of a contract for construction materials testing with ECS Southwest, LLP for construction materials testing.

DEPARTMENT: Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: 1

BACKGROUND INFORMATION:

As part of the 2023 Bond Program voters approved the Citywide Streets program as part of proposition A - Transportation. The reconstruction of San Antonio Street from Krueger Lane to Loop 337 and Water Lane from IH 35 to San Antonio Street was included in this program. The project will reconstruct San Antonio Street to a two-lane roadway with center turn lanes and will include roadway, pedestrian, signal and intersection improvements. Water Lane will receive roadway rehabilitation and maintain the existing pedestrian facility. This project will also improve drainage at the existing culvert near 3110 West San Antonio Street.

Utility improvements paid for by New Braunfels Utilities will consist of installing sewer main lines, new sewer manholes, water main lines, and water valve adjustments. The New Braunfels Utilities board of trustees has approved the expense of the utility portion of the project at their September 25, 2025 meeting.

The City issued a competitive sealed proposal for construction on May 21st, 2025, and received five proposals on June 18th, 2025. The project team selected Capital Excavation Company who submitted a bid of \$3,337,684.35 for the roadway and drainage improvements and \$3,290,517.50 for utility improvements for a joint-bid total of \$6,628,201.85. Staff recommends including an addition of \$333,768.44 in owner contingency for the city portion bringing the total construction for roadway and drainage improvements to \$3,671,452.79.

ECS Southwest ,LLP., will perform material testing. The estimated scope includes a not-to-exceed fee estimate of \$23,970.

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:

Sufficient project funding for the roadway & drainage improvements are available from the 2023 Bond Program Proposition A. Therefore, sufficient funds are available.

RECOMMENDATION:

Staff recommends approval of a joint-bid contract between the City of New Braunfels and New Braunfels Utilities, with Capital Excavation Company for the reconstruction of San Antonio Street (Krueger Lane to Loop 337) and South Water Lane, along with authorization for the City Manager to execute any change orders up to the contingency amount, and approval to contract with ECS Southwest, LLP for construction material testing.

10/13/2025

Agenda Item No. B)

PRESENTER:

Julie Sitton, Transit Manager
Garry Ford, Transportation and Construction Services Director

SUBJECT:

Discuss and consider approval of a contract with River North Transit, LLC a wholly owned subsidiary of Via Transportation, Inc. for microtransit services to the New Braunfels Urban Transit District.

DEPARTMENT: Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

A Request for Proposal was issued on April 15, 2025, requesting a turnkey contractor to provide microtransit services within the microtransit zone in New Braunfels. The request sought out a contractor to deliver on-demand microtransit services through data-driven, forward-looking mobility using tools, expertise, and operational models that will maximize the impact of the Federal Transit Administration (FTA) funding.

Ten (10) responses were received, with one being non-responsive. A team of City staff evaluated the qualified applications in July 2025. Two finalists were selected, and follow-up interviews were conducted. City Council received an update on the process at the August 21, 2025 and September 22, 2025 Council meetings.

Based on the RFP and interview, Via was selected as the most qualified and best value for the City. The contract will have a three (3) year term with the first year not-to-exceed \$1,146,000,000 dollars and a one-time implementation fee of \$138,000. The total contract value shall not exceed \$3,680,000 for the 3-year base contract term. The City will have the option to extend the term of the contract for two (2) additional one-year periods.

ISSUE:

Provide improved transit services through the award a contract for microtransit services.

STRATEGIC PLAN REFERENCE:

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

Milestone: Begin citywide micro transit service by the end of FY 2025

FISCAL IMPACT:

The contract will be paid by funds awarded by the FTA, Texas Department of Transportation (TxDOT), and American Rescue Plan Act (ARPA), therefore, sufficient funding is available to support this contract.

RECOMMENDATION:

Staff are recommending approval of a contract with River North Transit, LLC for microtransit services.

10/13/2025

Agenda Item No. C)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Public hearing, discussion, and possible action approving a tax abatement agreement with applicant and property owner Continental Autonomous Mobility US, LLC.

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: 4

BACKGROUND INFORMATION:

Continental Autonomous Mobility US, LLC (formerly Continental Automotive Systems, Inc.) , herein referred to as “CAM”, develops pioneering technologies and services for sustainable and connected mobility of people and their goods. Founded in 1871, the technology company offers safe, efficient, intelligent and affordable solutions for vehicles, machines, traffic and transportation. Continental opened its 215,000 square-foot New Braunfels manufacturing location in Fall 2022 after an initial investment of \$110 million and provides employment opportunities for up to 450 employees. As of July 2025, the Comal Appraisal District values Continental (property, improvements, and business personal property) at \$157,765,460. In 2024, Continental contributed \$479,651.05 to the City of New Braunfels’ tax base.

Project Overview

The planned business expansion project would add approximately 65,000 square feet onto the existing structure and invest approximately \$110,000,000 cumulatively business personal property. The expansion project will allow for additional manufacturing and research space to expand the existing CAM product line.

Proposed Tax Abatement

To encourage the expansion of Continental, staff are proposing a 10-year tax abatement agreement in which the City would abate 65% of the property value each year. The proposed abatement would only apply to the new value added for the expansion project.

Proposed Tax Abatement Schedule	
Year	Percent Abated
By 1/1/2027 (Year 1)	65%
2	65%
3	65%
4	65%
5	65%
6	65%
7	65%
8	65%

9	65%
10	65%

In exchange for the 10-year, 65% tax abatement, Continental will commit to the following performance obligations:

- (1) CAM intends to commence construction of their expansion no later than June 30, 2026
- (2) CAM will maintain the following employment requirements for the New Braunfels location throughout the term of the agreement:

Job and Wage Creation		
Period	Minimum Full-time Employees	Minimum Annual Payroll
1 st Abatement Year	576	\$35,919,936
2 nd Abatement Year	595	\$37,104,795
3 rd Abatement Year	640	\$39,911,040
4 th Abatement Year	658	\$41,033,538
5 th - 10 th Abatement Years	676	\$42,156,036

Local Hiring Goal

CAM will use commercially reasonable efforts to ensure that no less than twenty percent (20%) of the qualified full-time employees are residents of Comal or Guadalupe counties.

Abatement Protocol

All required procedures were followed before bringing this tax abatement to City Council for consideration. The proposed expansion project is located within New Braunfels Reinvestment Zone No. 2024-01, the New Braunfels Economic Development Corporation supports the abatement and has provided a resolution of support, and public notice was published on September 12, 2025 in the New Braunfels Herald-Zeitung a total of 31 days before City Council’s public hearing on October 13, 2025.

ISSUE:

Consideration of a 10-year tax abatement with Continental Autonomous Mobility US, LLC.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The Company’s expansion project, after the tax abatement and NBEDC incentive, will net the City more than \$2,500,000 in revenues over a ten year period. The project directly supports 100 jobs with an estimation of an additional 100 jobs indirectly supported by the project in the community.

RECOMMENDATION:

Staff recommends approval of the tax abatement agreement with Continental Autonomous Mobility US, LLC. The NBEDC also voted on September 30, 2025 to approve a resolution of support for adoption of the tax abatement for the expansion project.

**TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF NEW BRAUNFELS
AND CONTINENTAL AUTONOMOUS MOBILITY US, LLC**

This Tax Abatement Agreement (this “*Agreement*”) is entered into as of the Effective Date (defined below) by and between the City of New Braunfels, Texas, a home rule municipality (the “*City*”) and Continental Autonomous Mobility US, LLC, a Delaware limited liability company (the “*Company*”). The City and Company are individually sometimes called a “*Party*” and are together called the “*Parties.*”

Recitals

WHEREAS, the City and Continental Automotive Systems, Inc. (“*CAS*”) previously entered into an Economic Development Agreement pursuant to Local Government Code Chapter 380, dated December 14, 2020, as amended (the “*380 Agreement*”), for the development of an approximately 205,000 manufacturing and research facility located at 440 Kohlenberg Road, New Braunfels, Texas (the “*Existing Facility*”);

WHEREAS, *CAS* assigned to Company its rights and obligations under the 380 Agreement pursuant to an Assignment and Assumption Agreement dated January 1, 2022; and

WHEREAS, Company desires to invest approximately \$110,000,000.00 cumulatively in (i) an expansion of its manufacturing and research facility by adding approximately 65,000 square feet onto the existing structure (the “*Expansion*” and together with the Existing Facility, the “*Facility*”), (ii) additional machinery and equipment, and (iii) additional furniture, fixtures, and equipment;

WHEREAS, the New Braunfels City Council designated Reinvestment Zone No. 2024-01 (“*Reinvestment Zone*”) and adopted within the Zone eligibility criteria for commercial-industrial tax abatement pursuant to Tax Code Chapter 312 on September 22, 2025; and

WHEREAS, property located within the Reinvestment Zone is eligible for commercial-industrial tax abatement as of _____, 2025; and

WHEREAS, Company’s Property is located within the Reinvestment Zone;

WHEREAS, the City and the Company acknowledge and agree that the abatement of ad valorem taxes on the Property, as provided herein, is a material inducement for the Company to proceed with the Expansion and make substantial capital investments within the City; and

WHEREAS, the City finds and determines that the granting of a tax abatement as set forth in this Agreement is in the best interest of the City, will encourage the retention and

expansion of commercial and industrial enterprises within the City, and will contribute to the economic development of the community; and

WHEREAS, on July 28, 2025, the City renewed a policy and guidelines for tax abatement in accordance with Chapter 312 of the Texas Tax Code, and the City finds that the abatement contemplated herein is consistent with such policy and guidelines; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them. If a term is not defined herein, it shall have the meaning ascribed to it in Section 1.04 of the Tax Code.

380 Agreement means the Economic Development Agreement between the City and CAS, dated December 14, 2020, as amended, and as assigned to Company.

Abatement means the full or partial exemption from the City's ad valorem taxes on property in a Reinvestment Zone as provided herein. The property tax abatement provided in this Agreement shall extend only to City ad valorem taxes on the Improvements and New Tangible Personal Property located on Property within the Reinvestment Zone.

Affiliate means, with respect to any specified person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person or entity. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise. An Affiliate includes, but is not limited to, any parent, subsidiary, or sibling entity of the Company, and any entity in which the Company or its parent, subsidiary, or sibling entity owns, directly or indirectly, at least fifty percent (50%) of the equity interests or voting power.

Annual Payroll means the total amount of compensation paid to all full-time employees, including but not limited to, salaries and wages, bonuses, and payroll taxes paid during the calendar year to all Full-time employees working at the Facility, excluding employer-paid fringe benefits (such as the employer paid portion of health insurance premiums, life insurance, meal discounts, discounted or free childcare, 401k match, etc.) but including the employee-elective

benefits paid out of the gross wages (such as the employee paid portion of health insurance premiums, employee contributions to health savings accounts and cafeteria plans and 401k contributions made by employees).

Bankruptcy or Insolvency means the dissolution or termination of a Party's existence as a going business, insolvency, appointment of a receiver for any part of a Party's property and such appointment is not terminated within ninety days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party, and such proceeding is not dismissed within ninety days after the filing thereof.

Base Year Taxable Value means the Taxable Value of the Property as of 1 January 2025.

Commencement of Construction means that construction plans have been prepared and all required permits have been obtained for construction of the Expansion.

Company means Continental Autonomous Mobility US, LLC and its successors and permitted assigns.

Effective Date means the date on which this Agreement has been executed by all Parties.

Existing Facility means the manufacturing and research facility developed under the 380 Agreement, located at 440 Kohlenberg Road, New Braunfels, Texas.

Expansion means the additional improvements and capital investment above, including all related new machinery, equipment, furniture, and fixtures.

Expansion Line Item means the value assigned by the Comal County Appraisal District to the new improvements constituting the Expansion, as a separate line item or sub-account within the single tax parcel on which the Facility is located.

Expiration Date means December 31, 2040.

First Abatement Year means the first calendar year following the date upon which the City issues the final Certificate of Occupancy for the Expansion.

Force Majeure means any contingency or cause beyond the reasonable control of Company, including acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action or inaction including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions, fire, earthquake, tornado, hurricane, explosions, floods, epidemics, strikes, slowdowns, work

stoppages, unusually severe weather or adverse economic conditions (including, but not limited to, a slowdown in the automotive industry or adverse conditions due to tariffs).

Full Time Employee shall mean an employee of the Company, an Affiliate, or a joint venture involving the Company, or a Temp for Hire of the Company, an Affiliate, or such joint venture, who is scheduled to work at least 1,560 hours or more per year (30 or more hours per week) and who is offered benefits commonly associated with full-time employment, including but not limited to healthcare, paid and unpaid leave benefits, and, with respect to employees of the Company (but not Temps for Hire), the right to participate in Company's qualified retirement plan (or a similar plan in the case of any joint venture employees). Employees of a joint venture involving the Company shall be considered full-time employees if they satisfy the hours and benefits criteria described above.

Governmental Authority means any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body whether legislative, judicial or executive, including a local government corporation.

Improvements means all buildings, structures, fixtures, and other permanent additions or enhancements to the Property that are classified as improvements for ad valorem tax purposes under applicable law, and which are physically located on the Land.

Incremental Taxable Value means the Taxable Assessed Value of the Property as of January 1st of a given year less the Base Year Taxable Value.

Inventory means only those items of Tangible Personal Property that are commonly referred to as wares, goods, and merchandise, which are held for sale or lease to customers in the ordinary course of business.

Land means the real property described in Exhibit A attached hereto and incorporated herein by reference.

Notice of Completion means a written notice delivered by the Company to the City, confirming that the Expansion has been completed in accordance with the terms and conditions of this Agreement. The Notice of Completion shall serve as confirmation by the Company that all material construction activities related to the Expansion have been finalized and that the 1st Abatement Year will commence on January 1st of the next calendar year commencing after the date of the Notice of Completion.

Property means collectively the Land, all Improvements situated thereon, and the Tangible Personal Property located on or used in connection with the Land and Improvements, which are subject to ad valorem taxation or otherwise contribute to the Taxable Assessed Value of the site.

Reinvestment Zone means Reinvestment Zone No. 2024-01 adopted by the City Council of the City of New Braunfels on November 25, 2024.

Temp for Hire means an individual that is employed by a temporary employee agency (or similar business) who is working at the Facility pursuant to a contract between Company or its Affiliate and such temporary employee agency or other similar business.

ARTICLE II GENERAL PROVISIONS

- 2.1 Company intends to construct or cause to be constructed the Expansion.
- 2.2 The Expansion is not an improvement project financed by tax increment bonds.
- 2.3 The Property and the Company's Improvements constructed thereon within the Reinvestment Zone shall be used in the manner that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Reinvestment Zone.
- 2.4 The Term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided in this Agreement.

ARTICLE III TAX ABATEMENT AUTHORIZED

- 3.1 This Agreement is authorized by the Tax Code and is in accordance with Tax Abatement Guidelines.
- 3.2 Subject to the provisions of this Agreement, the City hereby grants Company an abatement of the Taxable Value of the Expansion Line Item in the percentages referenced below for ten (10) calendar years, which includes the 1st Abatement Year:
 - a. The abatement percentage shall be sixty-five percent (65%) for any Abatement Year prior to calendar year 2034
 - b. The abatement percentage shall be fifty percent (50%) for any Abatement Year including calendar year 2034 or any calendar year thereafter
 - c. In no event may the Taxable Value abatement exceed the total Incremental Taxable Value for the Property.

3.3 Notwithstanding any provision of this Agreement to the contrary, all tax abatements on the value of said Property as the result of this Agreement shall not exceed ten (10) years in accordance with Chapter 312, Tax Code.

3.4 During the period of tax abatement under this Agreement, Company shall be subject to all taxation not abated.

ARTICLE IV IMPROVEMENTS AND PERFORMANCE REQUIREMENTS

4.1 Company intends to construct or cause to be constructed Improvements on the Property that is in the Reinvestment Zone and to locate Tangible Personal Property at such Improvements. Nothing in this Agreement shall obligate Company to construct Improvements on Property or to locate Tangible Personal Property thereon, but said actions are conditions precedent to tax abatement pursuant to this Agreement.

4.2 Company agrees to the Commencement of Construction no later than June 30, 2026, subject to Force Majeure.

4.3 Company agrees, as good and valuable consideration for this Agreement, that construction of the Improvements by Company will be in accordance with all applicable federal, state and local laws and regulations.

4.4 Company agrees to maintain the Improvements during the Term of this Agreement in accordance with all applicable federal, state and local laws and regulations.

4.5 Company shall file construction plans for the Improvements constructed on the Property with the City, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

4.6 The City, its agents and employees shall have the right of access to the Property during and following construction at reasonable times and with reasonable notice to Company and in accordance with visitor access and security policies of Company, in order to inspect the Improvements and ensure that the construction of the Improvements are in accordance with this Agreement and all applicable laws and regulations.

ARTICLE V EMPLOYMENT AND JOB CREATION

5.1 Company must maintain the following employment requirements for employees working at or based out of the Facility throughout the term of the Agreement:

Job and Wage Creation		
Period	Minimum Full-time Employees	Minimum Annual Payroll
1 st Abatement Year	576	\$35,919,936
2 nd Abatement Year	595	\$37,104,795
3 rd Abatement Year	640	\$39,911,040
4 th Abatement Year	658	\$41,033,538
5 th – 10 th Abatement Years	676	\$42,156,036

For purposes of the table above, “Abatement Year” refers to each annual period during the term of this Agreement for which the Company is eligible to receive a property tax abatement, commencing with the First Abatement Year. Company shall be deemed to have met the minimum jobs requirement so long as Company’s average number of Full-time employees located at the Facility as of the last day of the month for each month of operation in the reporting year or the number of Full-time employees as of September 15 is 80% or greater than the required minimum number of jobs for the compliance year. Company shall be deemed to have met the minimum Annual Payroll requirement so long as the Annual Payroll actually paid is 90% or greater than the required minimum Annual Payroll. If Company fails to meet the minimums in a given year, but comes into compliance the following year, such compliance will cure any default for the prior year.

5.2 Local Hiring Goal. To focus the economic benefits of job creation created by the Facility on the local community, the Company shall use commercially reasonable efforts to ensure that no less than twenty percent (20%) of the Full-time Employees required pursuant to Section 5.1 above shall be Local Employees (the “**Local Hiring Goal**”). For purposes of this Section, “**Local Employee**” shall mean a Qualified Full-time Employee whose primary residence is within the boundaries of Comal County or Guadalupe County, Texas as of the date of hire. The Parties acknowledge that this percentage is a good faith commitment and not a rigid hiring quota. The Parties also acknowledge that the Company shall not engage in any hiring practice that would violate applicable federal, state, or local nondiscrimination and equal employment opportunity laws in pursuit of this goal. The Company shall maintain documentation of its good faith efforts to recruit and hire Local Employees, including but not limited to: posting job openings with local workforce development boards and community organizations; participating in local job fairs and outreach events; advertising in local media outlets; partnering with local educational institutions or training programs.

Notwithstanding the foregoing, however:

- (i) if, in any measuring year, the annual unemployment rate for Comal County, Texas, as published by the U.S. Bureau of Labor Statistics through its Local Area

Unemployment Statistics (LAUS) program for Comal County, Texas or a mutually agreed-upon source, is less than three and one-half percent (3.5%), then the Local Hiring Requirement shall be waived for that year.

- (ii) If the Company does not meet the Local Hiring Goal in any measuring year, then the Company shall within twelve (12) months demonstrate its commercially reasonable efforts to increase outreach and recruitment of Local Employees, and provide the City with a report detailing such efforts. Evidence of such good faith efforts shall be deemed sufficient to satisfy the Company's obligations under this Section.
- (iii) Nothing in this Section shall require the Company to hire or retain any unqualified applicant or to violate applicable employment laws.
- (iv) The Local Hiring Goal is not intended and shall not be applied as a proxy for discrimination on the basis of any protected characteristic under applicable law, and if any court of competent jurisdiction, arbitrator, or governmental authority determines that the Local Hiring Goal, as drafted or applied, is or would be such a proxy for discrimination, the Local Hiring Goal shall be waived.
- (v) For each year that the Company fails to satisfy the Local Hiring Goal following a failure to cure such failure as provided under Section 3(a)(ii) above and subject to the other conditions and qualifications hereunder, the Company shall pay back to the City an amount equal to \$1,000 per percentage point short of the Local Hiring Goal for that year.

ARTICLE VI COMPANY'S DUTIES AND OBLIGATIONS

6.1 On or before April 30th of the 2nd Abatement Year and April 30th of each year thereafter through the year following the 10th Abatement Year, Company shall deliver to City documentation acceptable to the City showing that Company has met the employment and job creation targets for the preceding year. Current year paid tax receipts or documentation shall be attached to the certification as an exhibit.

6.2 Company shall annually render the value of new Real Property and Tangible Personal Property to Comal County Appraisal District and shall provide a copy of the same to the City upon request. Company shall annually provide documentation to the City demonstrating the value assigned to the Expansion Line Item and the calculation of the abatement for that year.

6.3 During the Term of this Agreement, Company shall not allow the ad valorem taxes owed to the City on the Property owned by Company, or any other property owned by Company and located within the City to become delinquent beyond the date when due, as such date may be extended to allow for any protest of valuation or appeal. Nor shall Company fail to render for taxation any property owned by Company and located within the City.

6.4 Company shall allow City reasonable access during normal business hours and with reasonable notice, to examine Company's records and books and all other relevant records related to Company's compliance with the requirements of this Agreement.

ARTICLE VII DEFAULT AND TERMINATION

7.1 This Agreement shall terminate upon any one or more of the following: (i) by mutual agreement of the Parties; (ii) Expiration Date; or (iii) by the City, if Company suffers an event of Bankruptcy or Insolvency.

7.2 The City or Company shall have the right to terminate this Agreement in the event the other Party breaches any of the terms or conditions of the Agreement and any such breach is not cured within sixty (60) days after written notice by the non-breaching Party or in accordance with Section 7.3.

7.3 If Company should default in the performance of any obligation of this Agreement, the City shall notify the Company in writing and the Company shall have sixty (60) days from receipt of the notice in which to cure any such default; provided, however, if the default cannot reasonably be cured within such 60-day period and Company is diligently pursuing cure, the cure period shall be extended for up to ninety (90) additional days. Only in the event of an uncured Material Breach shall the City have the right to terminate this Agreement and recapture abated taxes, and such recapture shall be limited to the affected Phase and to taxes abated from and after the date of the breach.

7.4 It is agreed by the Parties that if a particular action required in this Agreement is to be performed by a certain date and such action is not performed by the required date in the first instance but is then performed before the end of the applicable cure period, then the action shall be deemed as performed on time in the first instance, with no effect given to the initial delay.

7.5 If Company fails to cure the default within the time provided, as specified above or as such period may be extended, the City shall have the right to terminate this Agreement by providing written notice to Company and the City shall have the right to amend this Agreement in accordance with Section 11.3.

7.6 In the event Company elects not to proceed with the Expansion as described in this Agreement, Company shall notify the City in writing and this Agreement, and the obligations of both Parties shall be deemed terminated and have no further force or effect.

7.7 In the event that a Party defaults, then the other Party shall have available to it all remedies at law and equity.

**ARTICLE VIII
RECAPTURE OF TAX REVENUE**

8.1 In the event that Company (i) defaults on its obligations under this Agreement and the City exercises its right to terminate this Agreement as described in Section 7.5; (ii) has delinquent ad valorem taxes owed to the City and does not cure such delinquency within sixty (60) days after written notice from the City (provided Company retains its right to timely and properly protest such taxes or assessment); (iii) has an event of Bankruptcy or Insolvency, then Company shall be in default of this Agreement. As liquidated damages in the event of such default, Company shall, within thirty days after demand, pay to the City all taxes with respect to the three years preceding the date of the notice of default which otherwise would have been paid by Company to the City without the benefit of the tax abatement under this Agreement for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01, Tax Code, but without penalties.

8.2 The Parties acknowledge that actual damages in the event of default and termination by the City would be speculative and difficult to determine. The Parties further agree that the amount of abated tax, including interest, as a result of this Agreement shall in accordance with the above provisions of this Article, be recoverable against Company, its successors and assigns and shall constitute a tax lien against Company's Property and shall become due, owing, and shall be paid to the City within thirty days after notice of termination.

8.3 Upon termination of this Agreement by the City, the amount of liquidated damages set forth in Sections 8.1 and 8.2 shall become a debt to the City as liquidated damages, and shall become due and payable not later than thirty days after a notice of termination is provided. The City shall have all remedies for the collection of the abated tax described in Section 8.1 provided generally in the Tax Code for the collection of delinquent property tax, but without penalties. The computation of the abated tax for the purposes of this Agreement shall be based upon the full Taxable Value of the new Property without tax abatement for the applicable years for which recapture is required as set forth above and in which tax abatement hereunder was received by Company as determined by the Comal County Appraisal District, multiplied by the tax rate of the years in question as calculated by the Comal County Tax Assessor Collector. The liquidated damages shall incur interest as provided for delinquent taxes and shall commence to accrue after expiration of the thirty-day payment period.

**ARTICLE IX
EVENTS OF FORCE MAJEURE**

9.1 If Company gives written notice to the City that Company cannot perform one or more of its obligations under this Agreement because of Force Majeure, all applicable deadlines and performance periods under this Agreement shall be extended for a period equal to the duration of the Force Majeure event, provided that Company uses commercially reasonable efforts to resume performance as soon as practicable

**ARTICLE X
INDEMNIFICATION**

10.1 Company hereby agrees to waive all claims, release, indemnify, defend and hold harmless the City, and all of its officials, officers, agents, and employees, in both public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by the error, omission, or negligent act of Company, its officers, agents, employees, or Affiliates, arising out of or in connection with the performance of this Agreement, and Company will at its own cost and expense defend and protect the City from any and all such claims and demands. The indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Company or any contractor or subcontractor under workman's compensation or other employee benefit acts.

**ARTICLE XI
MISCELLANEOUS**

11.1 Incorporation of Recitals. The declarations made in the preamble to this Agreement are true and correct and are hereby incorporated as part of this Agreement.

11.2 Entire Agreement. This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

11.3 Amendments. Any amendment, alteration, or termination of this Agreement must be in writing and signed by all Parties.

11.4 Expansion Line-Item Adjustment. If, for any reason, the Comal County Appraisal District does not create a separate Expansion Line Item or sub-account for the new improvements constituting the Expansion, the City and the Company shall cooperate in good faith to modify the calculation of the Abatement in a manner that achieves, as nearly as practicable, the same abatement percentage and economic effect as originally contemplated by this Agreement. The City Manager is hereby authorized to negotiate, approve, and execute any such modification to the calculation of the Abatement on behalf of the City, without the necessity of further approval by the City Council, provided that such modification does not materially increase the City's obligations or decrease the Company's obligations under this Agreement.

11.5 Assignment. Company may not assign this Agreement without the prior written consent of the City, whose consent shall not be unreasonably withheld; provided, however, that Company may assign this Agreement, without the prior written consent of the City, to any Affiliate of Company or in connection with a corporate reorganization, merger, consolidation, sale of all or substantially all of its assets, or any change in control resulting from such a transaction, so long as the assignee expressly assumes in writing all obligations of Company under this Agreement.

For the avoidance of doubt, a change in the name of the Company, a change in the ownership of the parent entity of the Company, or a spin-off, reorganization, or similar transaction affecting the Company or its parent entity, shall not be considered an assignment requiring the City's consent, provided that the entity assuming the obligations under this Agreement expressly assumes in writing all such obligations. Additionally, a change in the legal name of the Company or a change in control resulting solely from a reorganization of the Company's parent company shall not be deemed to constitute an assignment under this Agreement or trigger the assignment provisions herein. Any such assignment to an Affiliate or pursuant to a corporate reorganization, merger, consolidation, sale of assets, or change in control as described above shall be deemed preapproved, shall not be considered an assignment requiring the City's consent, and shall not be deemed to trigger any right of the City to terminate or otherwise object to this Agreement. In all such cases, the assignee must provide written documentation of its assumption of all obligations under this Agreement. If the City consents to any other assignment, or in the case of an assignment to an Affiliate or pursuant to a corporate reorganization, merger, consolidation, sale of assets, or change in control as described above, the Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

11.6 No Waiver. Failure of either Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused, unless the waiver is in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any different or subsequent breach.

11.7 Notice. Any notice required or permitted to be delivered under this Agreement shall be deemed received upon the earlier of (a) actual receipts or (b) three days after sent by United States mail, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time or on the day actually received as sent by courier or otherwise hand delivered. The contact information for each Party is as follows:

If to Company:

Continental Autonomous Mobility US, LLC
Attn: Ibro Muharemovic
Head of Market Americas
BA Autonomous Mobility
One Continental Drive
Auburn Hills, MI 48326

With a copy to:

Continental Autonomous Mobility US, LLC
Legal Department

One Continental Drive
Auburn Hills, MI 48326

With a copy to:

Continental Autonomous Mobility US, LLC
440 Kohlenberg Road
New Braunfels, Texas 78130
Attn: Plant Manager

11.8 Applicable Law and Venue. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in state courts located in Comal County, Texas.

11.9 Confidential Information. Upon receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall promptly provide written notice to Company, including a copy of such request. Upon receipt of such notice, Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City as ‘Confidential Business Information.’ Unless and until the Texas Attorney General renders a final decision requiring disclosure, the City shall redact or withhold such Confidential Business Information and, upon request, shall submit a brief to the Texas Attorney General opposing release, as provided by law.

11.10 Severability. In the event that any provision of this Agreement is illegal, invalid, or unenforceable under applicable present or future law, then it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause of provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement that is legal, valid and enforceable and is as similar in terms as possible to the provision.

11.11 Third Parties. The City and Company intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City and Company or permitted assignees of the City and Company, except that the indemnification and hold harmless obligations by company provided for in this Agreement shall inure to the benefit of the indemnitees named herein.

11.12 No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

11.13 Employment of Undocumented Workers. During the terms of this Agreement, Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. § 1324a (f), Company shall repay to City all taxes abated under this Agreement as of the date of such violation within 120 days after the date Company is notified by City of such violation. Company is not liable for a violation of this section by a vendor or subcontractor with whom Company contracts.

11.14 Authorization. This Agreement was authorized by action of the City Council of the City of New Braunfels at a meeting authorizing the [insert Mayor or CM] to execute this Agreement on behalf of the City.

11.15 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

11.16 Right of Offset. The City may at its option, offset any amounts due and payable under this Agreement against any debt, including taxes, lawfully due to the City from the company, regardless of whether the amount due arises pursuant to the terms of this Agreement or a related agreement or other and regardless of whether or not the debt due the City has been reduced to judgment by a court.

11.17 No Presumption Regarding Drafter. City and Company acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between City and Company and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either City or Company to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

11.18 Compliance. Company agrees it will comply with Section 2252.908, Texas Government Code, as amended, to the extent said statute applies to this Agreement.

11.19 Paragraph headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope of the meaning of the paragraphs.

[signatures on next page]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES have executed this Agreement to be effective as of the Effective Date.

CITY OF NEW BRAUNFELS,
a home rule municipality

By: _____
Robert Camareno, City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Secretary

Valeria M. Acevedo,
City Attorney

**CONTINENTAL AUTONOMOUS MOBILITY
US, LLC, a Delaware limited liability company**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**RESOLUTION OF SUPPORT ENDORSING A TAX ABATEMENT AGREEMENT BETWEEN
THE CITY OF NEW BRAUNFELS
AND CONTINENTAL AUTONOMOUS MOBILITY US, LLC**

WHEREAS, in July 2020, Directors of the New Braunfels Economic Development Corporation (“NBEDC”) entered into an economic development agreement with Continental Automotive Systems, Inc. (“Continental”); and

WHEREAS, said development agreement provided financial incentives to support a large-scale relocation project which expanded Continental’s business enterprises to construct and operate a 205,000 square foot manufacturing and research facility; and

WHEREAS, Continental’s facility opened in 2022 at 440 Kohlenberg Road and in 2024 employs 390 employees with an annual aggregate payroll of over \$21M and is valued at over \$157M of appraised value; and

WHEREAS, the NBEDC is dedicated to supporting business development efforts and opportunities to increase full-time employment availability in the City of New Braunfels; and

WHEREAS, the New Braunfels Continental location is competing for an expansion project which would require an additional 65,000 square feet of manufacturing space, employ an additional 100 people, and add an additional \$100 million of appraised value to the site; and

WHEREAS, to encourage the expansion project, the City is considering a 10-year tax abatement in which the City would abate 65% of the property value tax allocated to the City for the expansion each year; and

WHEREAS, the NBEDC supports the City’s tax abatement to facilitate Continental’s expansion.

NOW, THEREFORE, BE IT RESOLVED BY THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1: That the NBEDC supports the proposed tax abatement agreement between the City of New Braunfels and Continental Autonomous Mobility US, LLC.

SECTION 2: That this resolution of support be formally provided to the City Council of the City of New Braunfels when the tax abatement is up for consideration.

PASSED AND APPROVED this 30th day of September 2025.

NEW BRAUNFELS ECONOMIC
DEVELOPMENT CORPORATION



Shane Hines, *President*

ATTEST:



Larry Hammonds, *Secretary*



IMPACT REPORT - EXPANSION ONLY

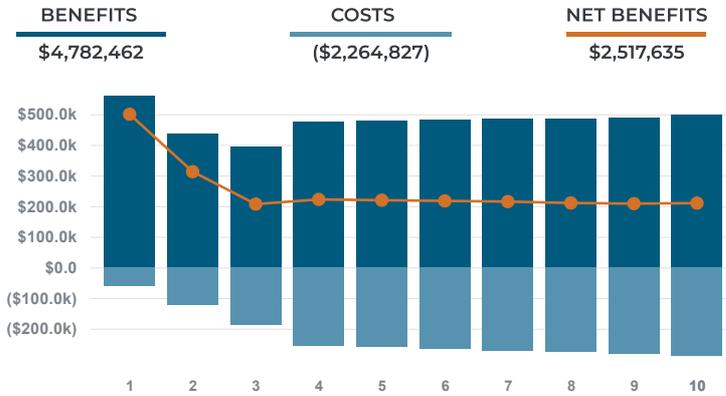
CONTINENTAL EXPANSION

Scenario 1

Business Retention & Expansion

Advanced Manufacturing

City of New Braunfels



JOBS



202.0 Total
100.0 Direct
102.0 Spin-off

100.0 New Jobs @ \$65,900

*This summary does not include the impact from the company's current activity including:
444.0 Retained Jobs @ \$62,000*

SALARIES



\$63,341 Avg
\$65,900 Direct
\$60,831 Spin-off

CAPITAL INVEST.



\$110.0M
Buildings + FF&E

NET BENEFITS **\$2,517,635**
Present Value \$2,010,290

BENEFITS

Sales Taxes	\$1,137,167
Real Property Taxes*	\$1,006,711
FF&E Property Taxes*	\$354,956
Inventory Property Taxes	\$0
New Residential Property Taxes	\$25,450
Hotel Occupancy Taxes	\$9,581
Building Permits and Fees	\$0
Utility Revenue	\$1,947,442
Utility Franchise Fees	\$125,808
Miscellaneous Taxes and User Fees	\$175,347
Benefits Subtotal	\$4,782,462

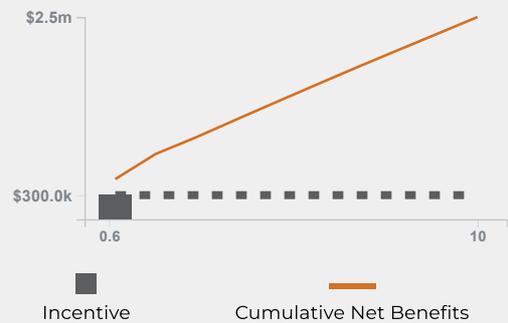
COSTS

Cost of Government Services	(\$376,745)
Cost of Utility Services	(\$1,888,082)
Costs Subtotal	(\$2,264,827)

*Above values exclude Property Tax Abatement \$2,528,811

INCENTIVE ANALYSIS

\$300,000 Total Incentive	\$3,000 Per Job
83.9% Rate of Return	0.6 Yrs Payback Period



NET BENEFITS OVER 10 YEARS

CITY	\$2,517,635
COUNTY	\$2,481,098
SCHOOL DISTRICT	\$3,365,288
ROAD DISTRICT	\$475,633



10/13/2025

Agenda Item No. D)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Public hearing, discussion, and possible action approving the first reading of an ordinance designating a geographic area within the City of New Braunfels as a reinvestment zone for tax increment financing purposes pursuant to Chapter 311 of the Texas Tax Code to be known as Tax Increment Reinvestment Zone Number Five - West End (“TIRZ 5: West End”), City of New Braunfels, describing the property parcels included in the zone, containing findings and provisions related to the creation of the zone, providing a termination date, providing the zone take effect immediately upon passage of the ordinance, providing a severability clause, providing for publication, and declaring an effective date.

DEPARTMENT: Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** 1**BACKGROUND INFORMATION:**

The proposed ordinance would create a Tax Increment Reinvestment Zone (TIRZ) Number 5 in the West End area for a 25-year period. The TIRZ would allow the City to use the incremental increase in property taxes above the base (2025) year collections for designated improvements in the zone area. A TIRZ captures a portion (85%) of the new property tax revenue occurring within the defined zone and making this “Tax Increment Fund” available to assist in financing identified projects. The project categories are identified in the Preliminary Project and Financing Plan (Exhibit C on attached Ordinance). The proposed TIRZ #5 will cover approximately 156.45 acres (including right of way). The 2025 baseline taxable property value of the TIRZ #5 footprint is approximately \$91,970,582 and a map is included in the Preliminary Project and Financing Plan (Exhibit B on attached Ordinance). The boundaries as proposed include a majority of the commercially zoned property and less than 20% of the included area is zoned as residential property. Statutory constraints limit the amount of residential property within a TIRZ boundaries to be less than thirty percent (30%) of the acreage.

The Plan fulfills the legal requirements of designating a TIRZ as identified in Chapter 311 of the Texas Tax Code. Notice of the public hearing was published on October 4-5, 2025 in the Herald-Zeitung - at least seven days prior to today’s public hearing.

The recently completed West End Area Plan focused on pedestrian connectivity, public improvements, placemaking, infrastructure upgrades, and the implementation of goals/action items identified in the City’s 2024-2029 Strategic Plan. The TIRZ #5 provides a future source of revenue that can be utilized to address and undertake items identified in the Area Plan like: parks & streetscape enhancements, public infrastructure improvements, parking improvements, and economic development incentives and grants.

The Preliminary Project and Financing Plan calls for 85% of the City’s property tax to be directed into the Tax Increment Fund for a period of 25-years. No other taxing entities are contributing a portion of their tax increment into the fund and no sales tax is proposed to be directed into the fund.

The TIRZ #5 boundaries, increment percentages, and Plan details can be amended with action by the (yet to be

created) TIRZ #5 Board and City Council. The City Council, after adopting the Preliminary Project and Financing Plan (detailed in the attached Ordinance as Exhibit C), will consider the adoption of a Final Project and Financing Plan and appoint seven (7) members to the mandated TIRZ #5 Board.

The City Council’s action will establish the TIRZ #5 boundaries, establish the initial incremental percentages to the fund, and forecast the anticipated revenues and project expenditures. No commitments or obligations to expend funding or address projects/initiatives are being considered with the first reading of the ordinance. Future project expenditures would be recommended by the future board and approved by City Council.

ISSUE:

Public hearing and first reading of an ordinance establishing TIRZ #5 - West End.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

Over a 25-year term, TIRZ #5 is anticipated to generate approximately \$4,181,265 in increment for the fund; providing funding to projects as specified in the Preliminary Project and Financing Plan.

RECOMMENDATION:

Staff recommends approval of the first reading of the ordinance to establish TIRZ #5.

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY OF NEW BRAUNFELS AS A REINVESTMENT ZONE FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE TO BE KNOWN AS TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE – WEST END (TIRZ 5: WEST END), CITY OF NEW BRAUNFELS; DESCRIBING THE PROPERTY PARCELS INCLUDED IN THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE, ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of New Braunfels, Texas (the “City”), pursuant to the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a geographic area that is in the corporate limits or extra-territorial jurisdiction of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain geographic area in the City, which is more specifically described as being a +/- 156.45 acre tracts of land and right-of-way, more or less, and including the properties assigned a Parcel ID by the Comal County Appraisal District as presented in “Exhibit A” and as depicted on the map attached hereto as “Exhibit B” and incorporated herein, through the creation of a new reinvestment zone as authorized by and in accordance with the Act (the “Zone”); and

WHEREAS, pursuant to and required by the Act, the City has prepared a Preliminary Project & Financing Plan for Tax Increment Reinvestment Zone Number Five – West End, New Braunfels, Texas, attached as “Exhibit C” (hereinafter referred to as the “Preliminary Project & Financing Plan”); and

WHEREAS, notice of the public hearing on the creation of the Zone was published on October 4-5, 2025 (Weekend Edition) in the New Braunfels Herald-Zeitung, a newspaper of general circulation in the city of New Braunfels, the publication date occurred before the seventh (7th) day before the public hearing held on October 13, 2025 (First Reading); and

WHEREAS, at the public hearing on October 13, 2025, interested persons were allowed to speak for or against the creation of the Zone, its boundaries, and the concept of tax increment financing, and owners of the property in the Zone were given a reasonable opportunity to protest

the inclusion of the property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, after all comments and evidence were received by the City Council, the public hearing was closed on October 13, 2025; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of property in the Zone, excluding property that is publicly owned, currently used for residential purposes is less than thirty (30) percent.

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

Section 1: RECITALS INCORPORATED

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section 2: FINDINGS

The City Council, after conducting the above-described hearings and have heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearings on creation of the Zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law.
- (b) That the proposed improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City.
- (c) That the Zone meets the criteria and requirements of the Act because due to the size, location, drainage issues, and physical characteristics, new development and redevelopment in the area will not likely occur due to:
 - a. Substandard, slum, or deteriorated, or deteriorating structures;
 - b. Defective or inadequate sidewalk layout;
 - c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
 - d. Unsanitary or unsafe conditions;
 - e. The deterioration of site or other improvements;
 - f. Tax or special assessment delinquency exceeding the fair value of the land;
 - g. Defective or unusual conditions of title;
 - h. Conditions that endanger life or property by fire or other cause
- (d) That the Zone is a geographic area located wholly within the corporate limits of the City of New Braunfels;
- (e) That less than thirty percent (30%) of the property in the Zone, excluding property that is publicly owned, is used for residential purposes; and

- (f) That the total appraised value of taxable real property in the Zone, and in existing reinvestment zones of the City, does not exceed fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

Section 3: DESIGNATION AND NAME OF THE ZONE

That the City, acting under the provisions of the Act, does hereby designate as a reinvestment zone, and create and designate a reinvestment zone over the area more specifically described as being +/- 156.45 acre tracts of land and right-of-way, more or less, and including the properties as assigned a Parcel ID by the Comal County Appraisal District as presented in "Exhibit A" and as depicted on the map attached hereto as "Exhibit B" and incorporated herein to promote the development of the area. The reinvestment zone shall hereafter be named for identification as Tax Increment Reinvestment Zone Number Five – West End, City of New Braunfels, Texas (the "Zone").

Section 4: BOARD OF DIRECTORS

That there is hereby created a Board of Directors for the Zone, which shall consist of seven (7) members, including any members appointed by the participating taxing jurisdictions. Members One through Four shall be reserved for City of New Braunfels appointees and members Five, Six, and Seven shall be reserved for participating taxing jurisdictions within the Zone, each of whom may appoint one Director.

Outside of the City of New Braunfels, the taxing jurisdictions within the Zone include: Comal County, Comal County Lateral Road, and New Braunfels Independent School District. Participating taxing jurisdictions are entitled to appoint a director and shall be assigned a Board position number in the order the appointment is received by the City. Failure of any taxing unit to appoint a director as provided herein, shall be deemed a waiver of the right to appoint a director, and the City Council as a whole, shall be entitled to appoint persons to the position.

The initial directors to the Board of Directors of the Zone shall be appointed by ordinance of the City. An increase in the number of Board of Directors shall be accomplished by resolution or Ordinance of the City but shall not exceed a total of fifteen (15) members. All members of the Board of Directors shall meet eligibility requirements set forth in Chapter 311 of the Act to include:

- (a) Individuals must be at least 18 years of age; and
 - a. **Either:**
 - i. be a resident of the county in which the Zone is located or in an adjacent county – or –
 - ii. Own real property in the Zone

All members will serve two-year terms beginning when assigned and appointed by the City Council. A vacancy on the Board of Directors is filled for the unexpired term by appointment of the City Council. Each year the City Council shall annually designate one (1) member of the Board of Directors to serve as Chair for a one (1) year term that begins on January 1st of the following year. The Board of Directors shall elect from its members a Vice Chair to preside in the absence

of the Chair or when there is a vacancy in the role. The Board of Directors may elect other officers as it considers appropriate.

Board of Directors Roles/Responsibilities

The Board of Directors shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a Project and Financing Plan for the Zone and shall submit such plans to the City Council for its approval. The City hereby authorizes the Board of Directors to exercise all of the City’s powers necessary to administer, manage, or operate the Zone and prepare the Project and Financing Plan, including the power to employ consultants, legal counsel, financial advisors, or enter into any reimbursement agreements with consultants, legal counsel, and financial advisors payable solely from the Tax Increment Fund established by this Ordinance, subject to the approval of the City Manager or his designee, that may be reasonably necessary or convenient to assist the Board of Directors in the administration, management, or operation of the Zone and the preparation of the Project and Financing Plan. Notwithstanding the foregoing, the Board of Directors shall not be authorized to issue bonds, impose taxes or fees, exercise the power of eminent domain, or give final approval to the Project and Financing Plan. The Board of Directors of the Zone may not exercise any power granted to the City by Section 311.008 of the Act without additional authorization from the City.

Section 5. DURATION OF THE ZONE

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, and termination of the operation of the Zone shall occur on December 31, 2050 (duration of 25 years), or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, and the interest on the bonds, have been paid in full.

Section 6. TAX INCREMENT BASE

That the Tax Increment Base of the City or any other taxing unit participating in the Zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone, determined as of January 1, 2025, the year in which the Zone is designated as a reinvestment zone (the “Tax Increment Base”).

Section 7. TAX INCREMENT FUND

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the percentage of the tax increment, as defined by Section 311.012(a) shall equal eighty-five percent (85%) of the City’s portion of property tax increment as defined by Section 311.012(a) of the Act, less any amounts that are to be collected from the Tax Increment pursuant to the Act. All revenues from the sale of any tax increment bonds, notes, or other obligations hereinafter issued by the City for the benefit of the Zone, if any; revenues from the sale of property acquire as part of the Project

and Financing Plan, if any; and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Prior to termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Act, for the Zone, to satisfy the claims of holders of tax increment bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the Project and Financing Plan and achieve their purposes pursuant to Section 311.010(b) of the Act.

Section 8. SEVERABILITY

That should any section, clause, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the City as a whole or any part thereof, other than the part so declared invalid.

Section 9. OPEN MEETINGS

It is hereby found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at City Hall for the time required by law preceding the meetings, as required by the Open Meetings Act, Texas Government Code, Chapter 551, and that these meetings have been open to the public as required by law at all times during which this Ordinance and the subject matter hereof have been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such a written notice and the content and posting thereof.

Section 10. EFFECT

This Ordinance shall take effect immediately upon the second and final reading of the same in accordance with and as provided by Section 311.004(a)(3) of the Act and the City's Charter.

PASSED AND APPROVED: First Reading on MONTH DAY, YEAR

PASSED AND APPROVED: Second and Final Reading on MONTH DAY YEAR

NEAL LINNARTZ, *MAYOR*

ATTEST:

GAYLE WILKINSON, *CITY SECRETARY*

APPROVED AS TO FORM:

VALERIA ACEVEDO, *CITY ATTORNEY*

Exhibit A
Included Property Parcels; Metes & Bounds Description

Parcel ID/Property ID					
1101	1553	5508	31220	36561	68610
1102	1966	5509	31221	36562	68611
1103	1968	5510	31222	36563	68612
1104	1969	5511	31223	36564	68615
1105	1973	5512	31224	36565	70848
1106	1974	5513	31225	36566	70860
1113	1975	5514	31226	36567	70861
1114	1983	5515	31228	36568	70874
1115	1988	5516	31229	36569	70875
1116	3333	5517	31230	36570	70876
1117	3334	5518	31231	36571	70889
1126	3335	5519	31232	36572	70890
1128	3336	5520	31233	68278	70894
1129	5477	5521	31234	68279	386998
1130	5478	5522	31235	68280	399418
1150	5479	31064	31236	68281	399419
1151	5481	31065	31476	68282	445986
1152	5482	31066	31477	68283	462390
1153	5483	31067	31478	68588	470032
1498	5484	31068	31479	68589	
1499	5485	31070	31480	68590	
1500	5486	31071	31482	68591	
1501	5487	31072	31483	68592	
1502	5488	31073	31484	68593	
1509	5489	31074	31485	68594	
1510	5490	31075	31486	68595	
1512	5491	31076	31487	68596	
1524	5492	31077	31488	68597	
1525	5493	31080	31489	68598	
1526	5494	31081	31490	68599	
1527	5495	31082	31491	68600	
1528	5496	31083	31492	68601	
1529	5497	31085	31493	68602	
1539	5498	31087	31494	68603	
1540	5499	31088	31495	68604	
1541	5500	31090	31496	68605	
1542	5503	31091	31497	68606	
1543	5505	31092	31498	68607	
1544	5506	31206	36559	68608	
1551	5507	31219	36560	68609	

Source: Comal County Appraisal District; City of New Braunfels

Metes & Bounds Description

COMMENCING at a point and proceeding along the boundary of the proposed Tax Increment Reinvestment Zone, located in Comal County, Texas, the limits of said zone being more particularly described by metes and bounds as follows:

THENCE from the point of intersection of the southerly right-of-way line of Walnut Avenue and the westerly service road right-of-way line of Interstate Highway 35, and following the right-of-way line of Interstate Highway 35 the following courses and distances:

S 75° 22' 50" W, a distance of 416.69 feet;
S 77° 29' 18" W, a distance of 281.39 feet;
S 78° 40' 58" W, a distance of 761.14 feet;
S 77° 57' 52" W, a distance of 778.10 feet;
S 78° 27' 43" W, a distance of 1538.59 feet;
S 75° 09' 36" W, a distance of 645.26 feet;
S 72° 56' 17" W, a distance of 719.95 feet;
S 70° 07' 59" W, a distance of 157.76 feet;
S 67° 10' 22" W, a distance of 185.94 feet;
S 61° 39' 39" W, a distance of 101.12 feet;
S 57° 03' 57" W, a distance of 82.09 feet;

THENCE continuing along the outer right-of-way line of South Lone Star Avenue the following courses and distances:

S 60° 48' 25" W, a distance of 25.40 feet;
N 35° 55' 14" W, a distance of 87.69 feet;
N 36° 45' 21" W, a distance of 229.68 feet;
N 36° 32' 37" W, a distance of 302.58 feet;
N 35° 50' 16" W, a distance of 370.50 feet;
N 32° 44' 21" W, a distance of 70.04 feet;

THENCE continuing along the outer right-of-way line of West San Antonio Street the following courses and distances:

N 55° 14' 18" E, a distance of 34.23 feet;
N 55° 14' 16" E, a distance of 568.78 feet;
N 55° 07' 21" E, a distance of 63.48 feet;
N 54° 10' 01" E, a distance of 615.67 feet;
N 53° 04' 13" E, a distance of 167.84 feet;
N 53° 10' 08" E, a distance of 52.34 feet;
N 53° 39' 43" E, a distance of 301.24 feet;
N 54° 59' 37" E, a distance of 81.60 feet;
N 53° 17' 36" E, a distance of 195.78 feet;
N 54° 00' 20" E, a distance of 104.10 feet;
N 54° 05' 43" E, a distance of 203.47 feet;
N 51° 04' 07" E, a distance of 63.39 feet;

N 54° 05' 43" E, a distance of 206.15 feet;
N 54° 01' 35" E, a distance of 52.61 feet;
N 54° 07' 48" E, a distance of 105.23 feet;
N 54° 05' 44" E, a distance of 52.32 feet;
N 53° 53' 17" E, a distance of 104.68 feet;

THENCE continuing along the outer right-of-way line of North Live Oak Avenue, a direction and distance of N 53° 37' 30" W, 176.48 feet;

THENCE departing said right-of-way and following a course along the approximate midpoint of a block, following parcel boundaries:

N 42° 40' 13" E, a distance of 33.53 feet;
N 37° 48' 02" E, a distance of 29.32 feet;
N 41° 03' 49" E, a distance of 297.75 feet;

THENCE continuing across North Hackberry Avenue, following a course along the approximate midpoint of a block, following parcel boundaries:

N 40° 20' 10" E, a distance of 60.00 feet;
N 41° 20' 06" E, a distance of 59.28 feet;
N 41° 20' 03" E, a distance of 110.00 feet;
N 41° 19' 49" E, a distance of 10.00 feet;
N 41° 20' 04" E, a distance of 51.00 feet;
N 41° 19' 59" E, a distance of 8.98 feet;
N 41° 20' 03" E, a distance of 119.27 feet;
N 43° 53' 15" E, a distance of 30.95 feet;

THENCE departing said course to the approximate centerline of North Mesquite Avenue, a direction and distance of S 49° 40' 32" E, 77.11 feet;

THENCE continuing through parcels along the following courses and distances:

N 35° 56' 42" E, a distance of 28.36 feet;
N 41° 20' 06" E, a distance of 83.81 feet;
N 41° 19' 58" E, a distance of 5.11 feet;
N 48° 39' 55" W, a distance of 78.04 feet;
N 48° 34' 35" W, a distance of 0.01 feet;
N 41° 20' 11" E, a distance of 30.00 feet;
N 41° 20' 18" E, a distance of 60.00 feet;
N 41° 20' 07" E, a distance of 120.00 feet;
N 41° 20' 11" E, a distance of 61.50 feet;

THENCE crossing North Chestnut Avenue to continue through the approximate midblock, following parcel boundaries:

N 38° 29' 22" E, a distance of 60.57 feet;
N 41° 20' 04" E, a distance of 60.00 feet;

N 41° 20' 02" E, a distance of 180.00 feet;

N 41° 20' 07" E, a distance of 60.00 feet;

N 41° 20' 03" E, a distance of 59.95 feet;

THENCE crossing North Hickory Avenue to continue through the approximate midblock, following parcel boundaries:

N 36° 04' 31" E, a distance of 60.22 feet;

N 41° 19' 56" E, a distance of 295.42 feet;

N 41° 19' 50" E, a distance of 1.64 feet;

N 41° 19' 56" E, a distance of 58.36 feet;

N 41° 20' 00" E, a distance of 1.18 feet;

THENCE to the approximate southbound centerline of North Walnut Avenue, following said centerline the following courses and distances:

N 31° 45' 07" E, a distance of 29.25 feet;

S 48° 37' 11" E, a distance of 66.38 feet;

S 48° 59' 48" E, a distance of 318.54 feet;

THENCE departing said centerline of South Walnut Avenue to follow parcel boundaries the following courses and distances:

S 44° 43' 50" W, a distance of 26.00 feet;

S 41° 20' 01" W, a distance of 164.12 feet;

S 47° 44' 11" E, a distance of 0.63 feet;

S 47° 45' 02" E, a distance of 67.82 feet;

S 41° 20' 06" W, a distance of 195.10 feet;

THENCE crossing South Hickory Avenue to continue through the approximate midblock, following parcel boundaries:

S 37° 14' 34" W, a distance of 60.12 feet;

S 41° 19' 56" W, a distance of 123.12 feet;

S 41° 19' 52" W, a distance of 119.99 feet;

S 41° 19' 56" W, a distance of 117.52 feet;

THENCE crossing South Chestnut Avenue to continue through the approximate midblock, following parcel boundaries:

S 40° 01' 51" W, a distance of 60.00 feet;

S 40° 43' 02" W, a distance of 58.31 feet;

S 40° 43' 16" W, a distance of 2.69 feet;

S 40° 43' 02" W, a distance of 298.77 feet;

THENCE crossing South Mesquite Avenue to continue through the approximate midblock, following parcel boundaries:

S 39° 18' 14" W, a distance of 60.00 feet;

S 41° 20' 01" W, a distance of 359.17 feet;

THENCE continuing across South Hackberry Avenue, following a course along the approximate midpoint of a block, following parcel boundaries:

S 39° 24' 13" W, a distance of 60.00 feet;
S 41° 05' 15" W, a distance of 179.80 feet;
S 41° 05' 12" W, a distance of 26.85 feet;
S 41° 05' 15" W, a distance of 54.87 feet;

THENCE following the inner right-of-way line along South Live Oak Avenue, a direction and distance of N 53° 28' 25" W, 65.96 feet;

THENCE crossing South Live Oak Avenue to follow a course of parcel boundaries:

S 46° 25' 58" W, a distance of 60.90 feet;
S 53° 50' 46" W, a distance of 5.27 feet;
S 53° 50' 34" W, a distance of 83.23 feet;
S 36° 09' 19" E, a distance of 61.84 feet;
S 53° 35' 39" W, a distance of 297.3 feet;

THENCE following the inner right-of-way line along South Plum Avenue, a direction and distance of S 36° 21' 54" E, 58.05 feet;

THENCE departing said right-of-way and crossing South Plum Avenue to follow a course of parcel boundaries:

S 57° 35' 23" W, a distance of 26.35 feet;
S 54° 51' 48" W, a distance of 33.72 feet;
S 53° 50' 33" W, a distance of 100.00 feet;
S 36° 09' 26" E, a distance of 15.27 feet;
S 36° 11' 44" E, a distance of 0.33 feet;
S 53° 50' 33" W, a distance of 100.00 feet;
S 36° 09' 27" E, a distance of 109.67 feet;
S 36° 09' 31" E, a distance of 6.08 feet;

THENCE coming to the inner right-of-way line for Cross Street and following said right-of-way a direction and distance of S 53° 36' 55" W, 148.70 feet;

THENCE crossing Magnolia Avenue to follow a course of parcel boundaries:

S 56° 24' 52" W, a distance of 60.06 feet;
S 54° 19' 00" W, a distance of 300.00 feet;

THENCE crossing South Peach Avenue to the outer right-of-way line of said street a direction and distance of S 51° 02' 00" W, 60.91 feet;

THENCE following the outer right-of-way line of South Peach Avenue the following courses and distances:

S 36° 20' 42" E, a distance of 89.91 feet;

S 36° 25' 30" E, a distance of 55.00 feet;
S 36° 22' 31" E, a distance of 50.00 feet;
S 36° 21' 53" E, a distance of 50.04 feet;
S 36° 19' 02" E, a distance of 612.83 feet;

THENCE departing said right-of-way and crossing South Peach Avenue, following the inner right-of-way line of Stonewall Street the following courses and distances:

N 54° 44' 43" E, a distance of 60.01 feet;
N 53° 49' 19" E, a distance of 200.00 feet;

THENCE departing said inner right-of-way line to the approximate centerline of Stonewall Street, a direction and distance of N 66° 56' 46" E, 137.11 feet;

THENCE following the approximate centerline of Stonewall Street, a direction and distance of N 53° 21' 44" E, 407.20 feet;

THENCE to the point of intersection of the approximate centerline of Stonewall Street and the approximate centerline of South Plum Avenue, departing said centerline of Stonewall Street and following the approximate centerline of South Plum Avenue; a direction and distance of S 37° 43' 18" E, 179.17 feet;

THENCE departing said centerline of South Plum Avenue and following a course of parcel boundaries at approximate midblock the following courses and distances:

N 57° 47' 37" E, a distance of 28.33 feet;
N 54° 40' 03" E, a distance of 5.84 feet;
N 54° 40' 01" E, a distance of 238.12 feet;
N 54° 40' 04" E, a distance of 42.19 feet;
N 54° 39' 56" E, a distance of 9.74 feet;
N 54° 40' 04" E, a distance of 50.14 feet;

THENCE departing said parcel boundaries and following the inner right-of-way line along Orange Avenue, a direction and distance of S 35° 54' 36" E, 170.00 feet;

THENCE departing said inner right-of-way line to cross Orange Avenue and follow the inner right-of-way line along South Business 35 the following courses and distances:

N 65° 50' 22" E, a distance of 61.28 feet;
N 65° 27' 03" E, a distance of 150.12 feet;
N 63° 50' 54" E, a distance of 73.97 feet;

THENCE departing the South Business 35 right-of-way line, through parcel boundaries:

N 29° 21' 40" W, a distance of 205.35 feet;
N 54° 42' 30" E, a distance of 151.85 feet;
N 54° 42' 39" E, a distance of 4.28 feet;
S 53° 53' 26" E, a distance of 157.34 feet;

THENCE departing said parcel boundary to cross South Live Oak Avenue and follow the approximate centerline of Jackson Street with the following courses and distances:

N 41° 00' 25" E, a distance of 33.07 feet;

N 39° 00' 05" E, a distance of 202.99 feet;

THENCE to the point of intersection of the approximate centerline of South Hackberry Avenue and the approximate centerline of Jackson Street, departing said centerline of Jackson Street to follow the approximate centerline of South Hackberry Avenue a direction and distance of S 48° 46' 07" E, 175.51 feet;

THENCE departing said centerline of South Hackberry Avenue to follow the inner right-of-way line of South Business 35 a distance of:

N 57° 21' 47" E, a distance of 29.26 feet;

N 57° 08' 04" E, a distance of 188.29 feet;

N 56° 00' 41" E, a distance of 56.86 feet;

N 55° 49' 47" E, a distance of 127.45 feet;

THENCE departing the South Business 35 right-of-way line and crossing South Mesquite Avenue to follow the West Coll Street inner right-of-way line:

N 36° 39' 03" E, a distance of 60.17 feet;

N 29° 10' 47" E, a distance of 372.13 feet;

THENCE continuing along the West Coll Street right-of-way line and crossing South Chestnut Avenue a direction and distance of N 29° 10' 47" E, 216.64 feet;

THENCE departing the West Coll Street right-of-way line to cross West Coll Street and follow parcel boundaries the following courses and distances:

S 51° 59' 05" E, a distance of 60.72 feet;

S 48° 39' 58" E, a distance of 22.80 feet;

S 48° 39' 59" E, a distance of 91.27 feet;

N 41° 14' 15" E, a distance of 58.76 feet;

N 41° 14' 14" E, a distance of 70.79 feet;

N 41° 14' 17" E, a distance of 19.24 feet;

N 41° 14' 02" E, a distance of 1.22 feet;

N 41° 14' 13" E, a distance of 48.78 feet;

N 41° 14' 34" E, a distance of 1.56 feet;

THENCE continuing across South Hickory Avenue, still following parcel boundaries:

N 58° 24' 16" E, a distance of 62.73 feet;

N 41° 56' 59" E, a distance of 181.60 feet;

N 48° 39' 59" W, a distance of 26.87 feet;

N 48° 39' 57" W, a distance of 28.68 feet;

N 48° 39' 54" W, a distance of 24.23 feet;

N 41° 28' 42" E, a distance of 107.00 feet;
N 41° 28' 43" E, a distance of 72.19 feet;

THENCE departing said course of parcels to the approximate southbound South Walnut Avenue centerline and following said centerline the following courses and distances:

N 42° 21' 28" E, a distance of 31.30 feet;
S 48° 42' 03" E, a distance of 206.11 feet;
S 53° 22' 15" E, a distance of 128.51 feet;
S 64° 05' 54" E, a distance of 92.69 feet;

THENCE continuing across the intersection of South Business 35 and South Walnut Avenue, following the approximate centerline of South Walnut Avenue the following courses and distances:

S 26° 29' 05" E, a distance of 756.02 feet;
S 23° 35' 54" E, a distance of 224.54 feet;
S 18° 44' 01" E, a distance of 30.36 feet;
S 13° 26' 05" E, a distance of 109.75 feet;
S 09° 52' 39" E, a distance of 158.85 feet;

THENCE to the **POINT OF BEGINNING**, containing approximately a total of 156.45 acres, more or less.

Exhibit C:
Preliminary Project & Financing Plan
(Following Page)



**New Braunfels Tax Increment Reinvestment Zone #5: West End
Preliminary Project & Financing Plan**

City of New Braunfels, Texas

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Section 1 – Project Plan

Overview

The City of New Braunfels, Texas plans to implement a tax increment reinvestment zone (TIRZ) to fund a portion of the public infrastructure, landscaping and streetscaping, façade and exterior improvements, parking, and other public enhancement costs for projects located in the West End. The proposed new zone would be named Tax Increment Reinvestment Zone #5 – West End (“TIRZ #5”).

This document is designed to meet the legal requirements of designating a TIRZ. The statutes governing tax increment financing are included in Chapter 311 of the State of Texas Tax Code. This preliminary feasibility study and project plan is required by state law.

Existing City of New Braunfels Tax Increment Reinvestment Zones

There are three existing TIRZs in New Braunfels with an additional Zone in preliminary development. The first is the Creekside TIRZ (“TIRZ #1”), the second is the River Mill TIRZ (“TIRZ #2”), the third is the Downtown TIRZ (“TIRZ 3”), and the fourth is in development near the Zipp Sports Complex.

Under Chapter 311 of the Texas Tax Code, cities with more than 100,000 residents may not create a new TIRZ if the total appraised value of taxable real property in the proposed reinvestment zone and in the existing reinvestment zones would exceed twenty-five percent (25%) of the total appraised value of taxable real property within the city and its industrial districts. In addition, a TIRZ may not be created if more than thirty percent (30%) of the property in the proposed new TIRZ (excluding publicly owned property) is used for residential purposes at the time of designation. The proposed TIRZ #5 complies with these state rules:

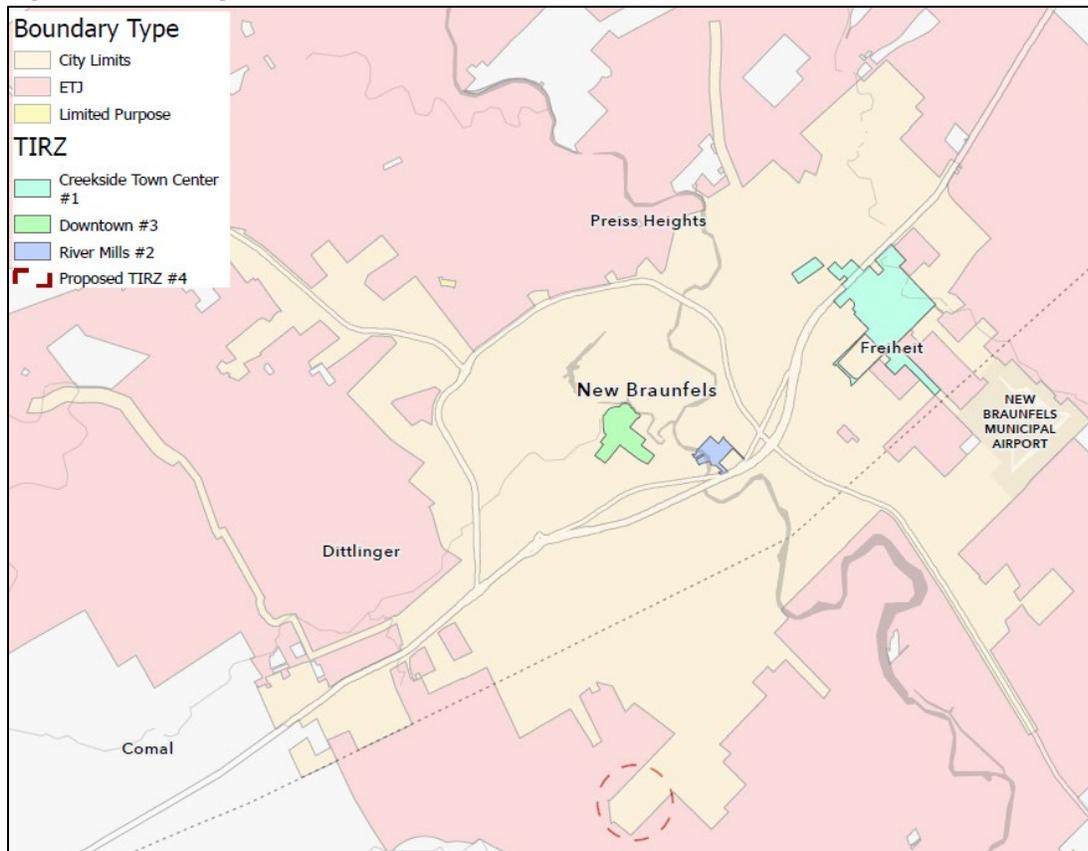
Table 1: Existing New Braunfels TIRZs (2025)

Land Use	Taxable Value
TIRZ 1 – Creekside	\$755,420,464
TIRZ 2 – River Mill	\$30,403,695
TIRZ 3 – Downtown	\$177,912,825
<i>Pending: TIRZ 4 – Zipp Park</i>	<i>\$1,050,000</i>
TOTAL TIRZ	\$964,786,984
City of New Braunfels	\$15,769,960,560
TIRZ 5 – West End	\$91,970,582
TIRZ 5 as % of Total	0.583%
ALL TIRZs Value	\$1,056,757,566
ALL TIRZs % of Total City	6.701%

Source: Comal Appraisal District; Guadalupe Appraisal District; City of New Braunfels

*Note: Data is reflective of Certified Values received July 2025; includes parcels under protest

Figure 1: Existing New Braunfels TIRZs



Description of the Tax Increment Reinvestment Zone #5

The proposed TIRZ #5 will cover approximately 156.45 acres including right of way in the West End of New Braunfels. The 2025 baseline taxable property value of the proposed TIRZ #5 is approximately \$114,600,192.

Table 2: Existing Land Use of Proposed TIRZ #5 (2025)

Land Use	Parcel Count	Acreage
Commercial	91	58.60
Gov. Owned Commercial	2	8.66
ROW	1	51.75
Single Family Residential	87	17.39
Vacant Lots and Tracts	38	15.20
Gov. Owned Vacant Lots and Tracts	2	4.86
TOTAL	221	156.45

Source: City of New Braunfels; Comal Appraisal District

Table 3: Non-Public Land Use of Proposed TIRZ #5 (2025)

Land Use	Parcel Count	Acres	Percent of Area
Commercial	91	58.60	64.26%
Single Family Residential	87	17.39	19.07%
Vacant Lots and Tracts	38	15.20	16.67%
TOTAL			100.00%

Source: City of New Braunfels; Comal Appraisal District

Figure 2: Proposed TIRZ #5 Land Uses



Figure 3: Proposed TIRZ #5 Geographic Boundary



Properties within TIRZ #5

TIRZ #5 parcels and a Metes & Bounds study are provided in the appendix.

Existing Zoning and Land Use Guidelines Applicable to TIRZ #5

Existing City of New Braunfels land use, zoning guidelines, and policies apply to all parcels within the TIRZ #5 boundary.

Taxing Jurisdictions Applicable to TIRZ #5

The proposed TIRZ #5 is located within the following taxing jurisdictions:

- City of New Braunfels
- Comal County
- Comal County Lateral Road
- New Braunfels Independent School District

Proposed Changes in Master Plans, Zoning Ordinances, and Building Codes

There are no anticipated changes to the master development and zoning ordinances.

Relocation of Displaced Persons

This plan currently does not call for nor anticipate the displacement and relocation of persons for the proposed projects.

Governing Board Composition

The TIRZ #5 Board shall be comprised of seven (7) members appointed by the New Braunfels City Council. Participating taxing jurisdictions (Comal County, Comal County Lateral Road, and New Braunfels ISD) are entitled to appoint a director; however, failure of any taxing unit to appoint a director shall be deemed a waiver of the right to appoint, and the City Council will appoint persons in these places. All members of the Board shall meet eligibility requirements set forth in Chapter 311 of the Act to include:

- (a) Individuals must be at least 18 years of age; and
 - i. **Either:**
 - a. Be a resident of the county in which the Zone is located or in an adjacent county
 - or-
 - b. Own real property in the Zone.

All members will serve two-year terms beginning when assigned and appointed by the City Council. A vacancy on the Board is filled for the unexpired term by appointment of the City Council. Each year the City Council shall annually designate one (1) member of the Board to serve as Chair for a one (1) year term that begins on January 1st of the following year.

The duties of the TIRZ #5 Board will include making recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws.

Section 2 – Project Plan Improvements

TIRZ #5 will provide support for catalytic infrastructure and economic development projects that will facilitate the development of other properties within this area of New Braunfels. The West End area faces barriers to continued redevelopment as much of the pedestrian infrastructure of the zone is inefficient and inconsistent. Additionally, new development in the zone has been stifled due to a lack of convenient and adequate parking, sufficient drainage solutions, a lack of outdoor community space, and property-ownership/title issues.

Public infrastructure investments including new and refurbished utilities, streets, right-of-way, drainage, streetscapes, open spaces, additional parking, and additional enhancements are necessary to successfully redevelop the West End area. In addition, other projects may be added to the list as future development projects and related opportunities present themselves.

Eligible Projects and Costs

The following categories generally describe what might be included in the final project and finance plan:

1. Parks & Streetscape Enhancements - *\$1,000,000 estimated*
This category includes gateway features, place-making strategies, linear parks, landscaping, public plazas, etc.
2. Public Infrastructure Improvements - *\$3,500,000 estimated*
This category includes water, sanitary sewer and storm water improvements, roadway and street intersection enhancements, parking, relocation of aboveground utilities, sidewalks, public buildings, enhancing pedestrian infrastructure, roadway restriping, roadway reconfiguration, and other right-of-way improvements with direct community benefits, etc.
3. Parking Improvements - *\$1,000,000 estimated*
Land assembly, leases, and other projects that subsidize or otherwise provide public parking in strategic areas, etc.
4. Economic Development Grants - *\$2,500,000 estimated*
It is anticipated that economic development loans or grants might be made to assist in creating the tax base that facilitates implementing the project plan. The City, with advisement from the TIRZ #5 Board, shall have the authority to establish and administer economic development programs, including but not limited to grants and loans, authorized under Chapter 380 of the Texas Local Government Code. Should such loans or grants be made, it will be done with the intent to fulfill the public purposes of developing and diversifying the economy, eliminated unemployment or underemployment, and developing or expanding transportation, business, and commercial activity in the TIRZ #5 boundary. Economic Development Grants issued could support environmental remediation, interior/exterior demotion, historical façade restoration improvements, easements and fire safety improvements, land and construction costs, etc.

5. Non-Project Costs – N/A

The private sector will develop and redevelop properties within TIRZ #5. Non-project costs are those project costs that will be funded by others (ex. Private developer) and are necessary for the development of the TIRZ. TIRZ #5 will not fund non-project costs.

6. Administration and Implementation - *\$500,000 estimated*

Administration costs, including reasonable charges for time spent by City of New Braunfels staff, will be eligible for reimbursement as project costs. Administration costs are estimated at \$20,000 per year.

Summary of Anticipated Project Costs

The maximum total estimated costs of TIRZ #5 public infrastructure investment in the zone is estimated at approximately \$8,500,000.

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Section 3 – Financing Plan

Tax increment financing is a tool used by local governments to publicly finance needed infrastructure and other improvements within a defined area. These improvements are usually undertaken to promote the viability of existing businesses and to attract new commercial enterprises to the area. The statutes governing tax increment financing are in Chapter 311 of the State of Texas Tax Code.

The costs of improvements in the defined zone are repaid by the contribution of future property tax revenues by each taxing unit that levies taxes against the property. Specifically, each taxing unit can choose to dedicate all, a portion, or none of the tax revenue that is attributable to the increase in property values due to the improvements within the reinvestment zone. The additional tax revenue that is received from the affected properties is referred to as the tax increment. Each taxing unit determines what percent of its tax increment, if any, it will commit to the repayment of the cost of financing the public improvements.

Compliance and Reporting

The TIRZ #5 Board policies shall comply with all federal, state, and local laws, rules and regulations. The TIRZ #5 Board will submit project status reports and financial reports as required by state law.

Public Sector Entities Participating in TIRZ #5

All project costs will be paid through the contribution of incremental property tax collections. This preliminary plan assumes that the City of New Braunfels will contribute a portion of their total tax rate maintenance and operations (“M&O”) and interest and sinking (“I&S”) ad valorem tax rate for twenty-five (25) years.

Table 4: Taxing Jurisdictions within Proposed TIRZ #5

Entity	Property Tax Rate per \$100 (2025)	Participating Entity
City of New Braunfels	\$0.408936	Yes
Comal County	\$0.305015	No
Comal County Lateral Roads	\$0.049515	No
New Braunfels ISD	\$1.0377	N/A

Source: City of New Braunfels; Comal Tax Office

Financial Forecast Assumptions

- TIRZ #5 Duration: The TIRZ will have a 25-year lifespan.
- TIRZ Allocation: The City of New Braunfels will contribute 85.0 percent (85%) of its total incremental tax collections.

- Tax Rate: While tax rates do change over time, the 2025 tax rates were held constant for the duration of the TIRZ
- Existing Properties: The 2025 baseline assessed value of TIRZ #5 is \$91,970,582
- Real Property: Only taxable real property values are included in the tax increment calculations; known fully tax-exempted properties are not included. By law, business personal property values are excluded from the TIRZ.
- Inflation and Appreciation Rate: The inflation rate used for construction costs and the value of improvements is 3.0 percent (3%) per year.
- Future Development Patterns: The assumptions do not include adjustments for future development. It is anticipated that TIRZ #5 improvements will induce an organic growth in property values through development. These developments are currently undefined, unidentified, and their value is not known. It is noted that the values shown in this plan are a conservative estimate and it is somewhat likely that revenues will exceed those presented in this forecast.

Financial Forecast Summary Results

The following tables depict the anticipated revenue generated over 25 years. The revenue forecast assumes TIRZ #5 is established in 2025 (baseline year). The first TIRZ increment will occur in 2026 (2026 value less 2025 baseline value). Note: 2026 taxes are not due until January 2027.

Table 5: Proposed TIRZ #5 Financial Forecast

Year	Period	Valuation	City’s TIRZ Contribution
2025	0	\$ 91,970,582	\$ -
2026	1	\$ 94,269,847	\$ 7,992
2027	2	\$ 98,626,593	\$ 30,008
2028	3	\$ 101,092,258	\$ 31,707
2029	4	\$ 103,619,564	\$ 40,491
2030	5	\$ 108,210,053	\$ 63,400
2031	6	\$ 110,915,304	\$ 65,581
2032	7	\$ 113,688,187	\$ 75,489
2033	8	\$ 118,530,392	\$ 99,273
2034	9	\$ 121,493,651	\$ 102,621
2035	10	\$ 124,530,993	\$ 113,179
2036	11	\$ 129,644,268	\$ 137,904
2037	12	\$ 132,885,374	\$ 142,218
2038	13	\$ 136,207,509	\$ 153,766
2039	14	\$ 141,612,696	\$ 179,506
2040	15	\$ 145,153,014	\$ 184,860
2041	16	\$ 148,781,839	\$ 197,473
2042	17	\$ 154,501,385	\$ 224,306

Year	Period	Valuation	Total TIRZ Contribution
2043	18	\$ 158,363,920	\$ 230,780
2044	19	\$ 162,323,018	\$ 244,542
2045	20	\$ 168,381,093	\$ 272,551
2046	21	\$ 172,590,620	\$ 280,232
2047	22	\$ 176,905,386	\$ 295,230
2048	23	\$ 183,328,021	\$ 324,506
2049	24	\$ 187,911,221	\$ 333,485
2050	25	\$ 192,609,002	\$ 349,815
			\$ 4,181,265

Source: City of New Braunfels

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Summary

Based on the preliminary development plans for this area and anticipated tax revenue, a TIRZ is economically and financially feasible. With current forecasting assumptions, the TIRZ could generate moderate revenue to pay for infrastructure and redevelopment costs in this area. Over the next twenty-five (25) years, the TIRZ could generate \$4,181,265 in TIRZ revenue. This fund estimate would likely increase as redevelopment occurs in the area.

These projections are based on the best available datasets and information related to market conditions in the region. The substantial commitment of a few large developers could have a significantly positive impact on both the level and timing of future growth. Moreover, the financial projections make no allowance for positive spillover to the value of other properties in the area due to new development (beyond inflation), which could occur. At the same time, a slowdown in development as a result of a weaker national economy, negative changes in key drivers of the regional economy, or other unforeseen issues could materially reduce the volume of construction put in place, and resulting tax revenue, over the next twenty-five (25) years.

Appendix: Properties within TIRZ #5

Table 6: Parcels within Proposed TIRZ #5 (Listed by Comal Co. Property IDs)

1101	1553	5508	31220	36561	68610
1102	1966	5509	31221	36562	68611
1103	1968	5510	31222	36563	68612
1104	1969	5511	31223	36564	68615
1105	1973	5512	31224	36565	70848
1106	1974	5513	31225	36566	70860
1113	1975	5514	31226	36567	70861
1114	1983	5515	31228	36568	70874
1115	1988	5516	31229	36569	70875
1116	3333	5517	31230	36570	70876
1117	3334	5518	31231	36571	70889
1126	3335	5519	31232	36572	70890
1128	3336	5520	31233	68278	70894
1129	5477	5521	31234	68279	386998
1130	5478	5522	31235	68280	399418
1150	5479	31064	31236	68281	399419
1151	5481	31065	31476	68282	445986
1152	5482	31066	31477	68283	462390
1153	5483	31067	31478	68588	470032
1498	5484	31068	31479	68589	
1499	5485	31070	31480	68590	
1500	5486	31071	31482	68591	
1501	5487	31072	31483	68592	
1502	5488	31073	31484	68593	
1509	5489	31074	31485	68594	
1510	5490	31075	31486	68595	
1512	5491	31076	31487	68596	
1524	5492	31077	31488	68597	
1525	5493	31080	31489	68598	
1526	5494	31081	31490	68599	
1527	5495	31082	31491	68600	
1528	5496	31083	31492	68601	
1529	5497	31085	31493	68602	
1539	5498	31087	31494	68603	
1540	5499	31088	31495	68604	
1541	5500	31090	31496	68605	
1542	5503	31091	31497	68606	
1543	5505	31092	31498	68607	
1544	5506	31206	36559	68608	
1551	5507	31219	36560	68609	

Source: Comal Appraisal District; City of New Braunfels

Appendix: Metes and Bounds Description

COMMENCING at a point and proceeding along the boundary of the proposed Tax Increment Reinvestment Zone, located in Comal County, Texas, the limits of said zone being more particularly described by metes and bounds as follows:

THENCE from the point of intersection of the southerly right-of-way line of Walnut Avenue and the westerly service road right-of-way line of Interstate Highway 35, and following the right-of-way line of Interstate Highway 35 the following courses and distances:

S 75° 22' 50" W, a distance of 416.69 feet;
S 77° 29' 18" W, a distance of 281.39 feet;
S 78° 40' 58" W, a distance of 761.14 feet;
S 77° 57' 52" W, a distance of 778.10 feet;
S 78° 27' 43" W, a distance of 1538.59 feet;
S 75° 09' 36" W, a distance of 645.26 feet;
S 72° 56' 17" W, a distance of 719.95 feet;
S 70° 07' 59" W, a distance of 157.76 feet;
S 67° 10' 22" W, a distance of 185.94 feet;
S 61° 39' 39" W, a distance of 101.12 feet;
S 57° 03' 57" W, a distance of 82.09 feet;

THENCE continuing along the outer right-of-way line of South Lone Star Avenue the following courses and distances:

S 60° 48' 25" W, a distance of 25.40 feet;
N 35° 55' 14" W, a distance of 87.69 feet;
N 36° 45' 21" W, a distance of 229.68 feet;
N 36° 32' 37" W, a distance of 302.58 feet;
N 35° 50' 16" W, a distance of 370.50 feet;
N 32° 44' 21" W, a distance of 70.04 feet;

THENCE continuing along the outer right-of-way line of West San Antonio Street the following courses and distances:

N 55° 14' 18" E, a distance of 34.23 feet;
N 55° 14' 16" E, a distance of 568.78 feet;
N 55° 07' 21" E, a distance of 63.48 feet;
N 54° 10' 01" E, a distance of 615.67 feet;
N 53° 04' 13" E, a distance of 167.84 feet;
N 53° 10' 08" E, a distance of 52.34 feet;
N 53° 39' 43" E, a distance of 301.24 feet;
N 54° 59' 37" E, a distance of 81.60 feet;
N 53° 17' 36" E, a distance of 195.78 feet;
N 54° 00' 20" E, a distance of 104.10 feet;
N 54° 05' 43" E, a distance of 203.47 feet;
N 51° 04' 07" E, a distance of 63.39 feet;
N 54° 05' 43" E, a distance of 206.15 feet;
N 54° 01' 35" E, a distance of 52.61 feet;

N 54° 07' 48" E, a distance of 105.23 feet;
N 54° 05' 44" E, a distance of 52.32 feet;
N 53° 53' 17" E, a distance of 104.68 feet;

THENCE continuing along the outer right-of-way line of North Live Oak Avenue, a direction and distance of N 53° 37' 30" W, 176.48 feet;

THENCE departing said right-of-way and following a course along the approximate midpoint of a block, following parcel boundaries:

N 42° 40' 13" E, a distance of 33.53 feet;
N 37° 48' 02" E, a distance of 29.32 feet;
N 41° 03' 49" E, a distance of 297.75 feet;

THENCE continuing across North Hackberry Avenue, following a course along the approximate midpoint of a block, following parcel boundaries:

N 40° 20' 10" E, a distance of 60.00 feet;
N 41° 20' 06" E, a distance of 59.28 feet;
N 41° 20' 03" E, a distance of 110.00 feet;
N 41° 19' 49" E, a distance of 10.00 feet;
N 41° 20' 04" E, a distance of 51.00 feet;
N 41° 19' 59" E, a distance of 8.98 feet;
N 41° 20' 03" E, a distance of 119.27 feet;
N 43° 53' 15" E, a distance of 30.95 feet;

THENCE departing said course to the approximate centerline of North Mesquite Avenue, a direction and distance of S 49° 40' 32" E, 77.11 feet;

THENCE continuing through parcels along the following courses and distances:

N 35° 56' 42" E, a distance of 28.36 feet;
N 41° 20' 06" E, a distance of 83.81 feet;
N 41° 19' 58" E, a distance of 5.11 feet;
N 48° 39' 55" W, a distance of 78.04 feet;
N 48° 34' 35" W, a distance of 0.01 feet;
N 41° 20' 11" E, a distance of 30.00 feet;
N 41° 20' 18" E, a distance of 60.00 feet;
N 41° 20' 07" E, a distance of 120.00 feet;
N 41° 20' 11" E, a distance of 61.50 feet;

THENCE crossing North Chestnut Avenue to continue through the approximate midblock, following parcel boundaries:

N 38° 29' 22" E, a distance of 60.57 feet;
N 41° 20' 04" E, a distance of 60.00 feet;
N 41° 20' 02" E, a distance of 180.00 feet;
N 41° 20' 07" E, a distance of 60.00 feet;
N 41° 20' 03" E, a distance of 59.95 feet;

THENCE crossing North Hickory Avenue to continue through the approximate midblock, following parcel boundaries:

N 36° 04' 31" E, a distance of 60.22 feet;
N 41° 19' 56" E, a distance of 295.42 feet;
N 41° 19' 50" E, a distance of 1.64 feet;
N 41° 19' 56" E, a distance of 58.36 feet;
N 41° 20' 00" E, a distance of 1.18 feet;

THENCE to the approximate southbound centerline of North Walnut Avenue, following said centerline the following courses and distances:

N 31° 45' 07" E, a distance of 29.25 feet;
S 48° 37' 11" E, a distance of 66.38 feet;
S 48° 59' 48" E, a distance of 318.54 feet;

THENCE departing said centerline of South Walnut Avenue to follow parcel boundaries the following courses and distances:

S 44° 43' 50" W, a distance of 26.00 feet;
S 41° 20' 01" W, a distance of 164.12 feet;
S 47° 44' 11" E, a distance of 0.63 feet;
S 47° 45' 02" E, a distance of 67.82 feet;
S 41° 20' 06" W, a distance of 195.10 feet;

THENCE crossing South Hickory Avenue to continue through the approximate midblock, following parcel boundaries:

S 37° 14' 34" W, a distance of 60.12 feet;
S 41° 19' 56" W, a distance of 123.12 feet;
S 41° 19' 52" W, a distance of 119.99 feet;
S 41° 19' 56" W, a distance of 117.52 feet;

THENCE crossing South Chestnut Avenue to continue through the approximate midblock, following parcel boundaries:

S 40° 01' 51" W, a distance of 60.00 feet;
S 40° 43' 02" W, a distance of 58.31 feet;
S 40° 43' 16" W, a distance of 2.69 feet;
S 40° 43' 02" W, a distance of 298.77 feet;

THENCE crossing South Mesquite Avenue to continue through the approximate midblock, following parcel boundaries:

S 39° 18' 14" W, a distance of 60.00 feet;
S 41° 20' 01" W, a distance of 359.17 feet;

THENCE continuing across South Hackberry Avenue, following a course along the approximate midpoint of a block, following parcel boundaries:

S 39° 24' 13" W, a distance of 60.00 feet;
S 41° 05' 15" W, a distance of 179.80 feet;
S 41° 05' 12" W, a distance of 26.85 feet;

S 41° 05' 15" W, a distance of 54.87 feet;

THENCE following the inner right-of-way line along South Live Oak Avenue, a direction and distance of N 53° 28' 25" W, 65.96 feet;

THENCE crossing South Live Oak Avenue to follow a course of parcel boundaries:

S 46° 25' 58" W, a distance of 60.90 feet;

S 53° 50' 46" W, a distance of 5.27 feet;

S 53° 50' 34" W, a distance of 83.23 feet;

S 36° 09' 19" E, a distance of 61.84 feet;

S 53° 35' 39" W, a distance of 297.3 feet;

THENCE following the inner right-of-way line along South Plum Avenue, a direction and distance of S 36° 21' 54" E, 58.05 feet;

THENCE departing said right-of-way and crossing South Plum Avenue to follow a course of parcel boundaries:

S 57° 35' 23" W, a distance of 26.35 feet;

S 54° 51' 48" W, a distance of 33.72 feet;

S 53° 50' 33" W, a distance of 100.00 feet;

S 36° 09' 26" E, a distance of 15.27 feet;

S 36° 11' 44" E, a distance of 0.33 feet;

S 53° 50' 33" W, a distance of 100.00 feet;

S 36° 09' 27" E, a distance of 109.67 feet;

S 36° 09' 31" E, a distance of 6.08 feet;

THENCE coming to the inner right-of-way line for Cross Street and following said right-of-way a direction and distance of S 53° 36' 55" W, 148.70 feet;

THENCE crossing Magnolia Avenue to follow a course of parcel boundaries:

S 56° 24' 52" W, a distance of 60.06 feet;

S 54° 19' 00" W, a distance of 300.00 feet;

THENCE crossing South Peach Avenue to the outer right-of-way line of said street a direction and distance of S 51° 02' 00" W, 60.91 feet;

THENCE following the outer right-of-way line of South Peach Avenue the following courses and distances:

S 36° 20' 42" E, a distance of 89.91 feet;

S 36° 25' 30" E, a distance of 55.00 feet;

S 36° 22' 31" E, a distance of 50.00 feet;

S 36° 21' 53" E, a distance of 50.04 feet;

S 36° 19' 02" E, a distance of 612.83 feet;

THENCE departing said right-of-way and crossing South Peach Avenue, following the inner right-of-way line of Stonewall Street the following courses and distances:

N 54° 44' 43" E, a distance of 60.01 feet;
N 53° 49' 19" E, a distance of 200.00 feet;

THENCE departing said inner right-of-way line to the approximate centerline of Stonewall Street, a direction and distance of N 66° 56' 46" E, 137.11 feet;

THENCE following the approximate centerline of Stonewall Street, a direction and distance of N 53° 21' 44" E, 407.20 feet;

THENCE to the point of intersection of the approximate centerline of Stonewall Street and the approximate centerline of South Plum Avenue, departing said centerline of Stonewall Street and following the approximate centerline of South Plum Avenue; a direction and distance of S 37° 43' 18" E, 179.17 feet;

THENCE departing said centerline of South Plum Avenue and following a course of parcel boundaries at approximate midblock the following courses and distances:

N 57° 47' 37" E, a distance of 28.33 feet;
N 54° 40' 03" E, a distance of 5.84 feet;
N 54° 40' 01" E, a distance of 238.12 feet;
N 54° 40' 04" E, a distance of 42.19 feet;
N 54° 39' 56" E, a distance of 9.74 feet;
N 54° 40' 04" E, a distance of 50.14 feet;

THENCE departing said parcel boundaries and following the inner right-of-way line along Orange Avenue, a direction and distance of S 35° 54' 36" E, 170.00 feet;

THENCE departing said inner right-of-way line to cross Orange Avenue and follow the inner right-of-way line along South Business 35 the following courses and distances:

N 65° 50' 22" E, a distance of 61.28 feet;
N 65° 27' 03" E, a distance of 150.12 feet;
N 63° 50' 54" E, a distance of 73.97 feet;

THENCE departing the South Business 35 right-of-way line, through parcel boundaries:

N 29° 21' 40" W, a distance of 205.35 feet;
N 54° 42' 30" E, a distance of 151.85 feet;
N 54° 42' 39" E, a distance of 4.28 feet;
S 53° 53' 26" E, a distance of 157.34 feet;

THENCE departing said parcel boundary to cross South Live Oak Avenue and follow the approximate centerline of Jackson Street with the following courses and distances:

N 41° 00' 25" E, a distance of 33.07 feet;
N 39° 00' 05" E, a distance of 202.99 feet;

THENCE to the point of intersection of the approximate centerline of South Hackberry Avenue and the approximate centerline of Jackson Street, departing said centerline of Jackson Street to

follow the approximate centerline of South Hackberry Avenue a direction and distance of S 48° 46' 07" E, 175.51 feet;

THENCE departing said centerline of South Hackberry Avenue to follow the inner right-of-way line of South Business 35 a distance of:

N 57° 21' 47" E, a distance of 29.26 feet;
N 57° 08' 04" E, a distance of 188.29 feet;
N 56° 00' 41" E, a distance of 56.86 feet;
N 55° 49' 47" E, a distance of 127.45 feet;

THENCE departing the South Business 35 right-of-way line and crossing South Mesquite Avenue to follow the West Coll Street inner right-of-way line:

N 36° 39' 03" E, a distance of 60.17 feet;
N 29° 10' 47" E, a distance of 372.13 feet;

THENCE continuing along the West Coll Street right-of-way line and crossing South Chestnut Avenue a direction and distance of N 29° 10' 47" E, 216.64 feet;

THENCE departing the West Coll Street right-of-way line to cross West Coll Street and follow parcel boundaries the following courses and distances:

S 51° 59' 05" E, a distance of 60.72 feet;
S 48° 39' 58" E, a distance of 22.80 feet;
S 48° 39' 59" E, a distance of 91.27 feet;
N 41° 14' 15" E, a distance of 58.76 feet;
N 41° 14' 14" E, a distance of 70.79 feet;
N 41° 14' 17" E, a distance of 19.24 feet;
N 41° 14' 02" E, a distance of 1.22 feet;
N 41° 14' 13" E, a distance of 48.78 feet;
N 41° 14' 34" E, a distance of 1.56 feet;

THENCE continuing across South Hickory Avenue, still following parcel boundaries:

N 58° 24' 16" E, a distance of 62.73 feet;
N 41° 56' 59" E, a distance of 181.60 feet;
N 48° 39' 59" W, a distance of 26.87 feet;
N 48° 39' 57" W, a distance of 28.68 feet;
N 48° 39' 54" W, a distance of 24.23 feet;
N 41° 28' 42" E, a distance of 107.00 feet;
N 41° 28' 43" E, a distance of 72.19 feet;

THENCE departing said course of parcels to the approximate southbound South Walnut Avenue centerline and following said centerline the following courses and distances:

N 42° 21' 28" E, a distance of 31.30 feet;
S 48° 42' 03" E, a distance of 206.11 feet;
S 53° 22' 15" E, a distance of 128.51 feet;
S 64° 05' 54" E, a distance of 92.69 feet;

THENCE continuing across the intersection of South Business 35 and South Walnut Avenue, following the approximate centerline of South Walnut Avenue the following courses and distances:
S 26° 29' 05" E, a distance of 756.02 feet;
S 23° 35' 54" E, a distance of 224.54 feet;
S 18° 44' 01" E, a distance of 30.36 feet;
S 13° 26' 05" E, a distance of 109.75 feet;
S 09° 52' 39" E, a distance of 158.85 feet;

THENCE to the **POINT OF BEGINNING**, containing approximately a total of 156.45 acres, more or less.

DRAFT

10/13/2025

Agenda Item No. E)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Discuss and consider approval of a resolution for nomination(s) to the Guadalupe County Appraisal District Board of Directors for a four (4) year term ending 2029.

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

- The chief appraiser delivers notice of election and voting entitlement to the taxing units.
- Each taxing unit may nominate by resolution one candidate for each directorship to be filled (2 directorships are to be filled). The Tax Assessor-Collector (TAC) is no longer required to participate in the appointment election with the passage of SB2. County TA Cs now serve as an ex officio voting director on appraisal district's board of directors. Nominations by way of resolution must be submitted to the chief appraiser no later than October 15, 2025.
- The chief appraiser will then prepare and deliver a ballot of all nominees to each taxing unit before October 30, 2025.
- The governing body of each taxing unit must determine their vote by resolution and submit it to the chief appraiser before December 15, 2025.
- The chief appraiser will tabulate the votes, declare the winners, and submit the results to the governing body of each taxing unit before December 31, 2025.

The following individuals are the current members of the board: Daryl John (ex-officio), Joshua A. Bright, Jim Lievens, Ernesto Rodriguez, Leticia Sever, and Pete Silvius. The following directors terms are expiring:

- **Leticia Sever**
- **Pete Silvius**

This opportunity is provided to the representatives of the taxing units eligible to participate in the nomination and voting process. The nominee qualifications and application are provided as an attachment should the city decide to provide additional nominees. The City of New Braunfels is not required to provide additional applicants.

ISSUE:

Pursuant to Senate Bill 2 (88th Legislative Session), effective July 1, 2024

City Council must, by resolution, indicate which individuals are to be nominated to the board *and* what term they are nominated for. The official letter from the Guadalupe Appraisal District is included in the agenda item

for reference.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

City Council to provide nominations to the Guadalupe Appraisal District Board of Directors.

GUADALUPE APPRAISAL DISTRICT

Main Office

3000 N. Austin St.
Seguin, Texas 78155
(830) 303-3313
(830) 372-2874 (Fax)
cstiers@guadalupead.org



Schertz Substation

1052 FM 78, Ste. 103
Schertz, Texas 78154
(830) 303-3313 Option 0
(877) 254-0888 (Fax)

September 2, 2025

City of New Braunfels

Attn: Robert Camareno, City Manager and City Council

550 Landa St.

New Braunfels, Texas 78130

Dear City Manager Camareno and City Council,

Pursuant to Senate Bill 2 (88th Legislative Session), effective July 1, 2024, appraisal districts in counties with populations over 75,000 are governed by a nine-member board: five (5) directors appointed by taxing units, three (3) elected directors, and the county assessor-collector serving ex-officio. For the upcoming appointment cycle, two (2) of the five (5) appointed directorships are to be filled, with each appointee serving a four (4) year term commencing January 1, 2025. This notice is provided to the representatives of the taxing units eligible to participate in the nomination and voting process. Following is a brief timeline of this process:

- The chief appraiser delivers notice of election and voting entitlement to the taxing units.
- Each taxing unit may **nominate by resolution** one candidate for each directorship to be filled (2 directorships are to be filled). The Tax Assessor-Collector (TAC) is no longer required to participate in the appointment election with the passage of SB2. County TACs now serve as an ex officio voting director on appraisal district's board of directors. Nominations by way of resolution **must be submitted** to the chief appraiser no later than **October 15, 2025**.
- The chief appraiser will then prepare and deliver a ballot of all nominees to each taxing unit before **October 30, 2025**.
- The governing body of each taxing unit must determine their vote by resolution and submit it to the chief appraiser before **December 15, 2025**.
- The chief appraiser will tabulate the votes, declare the winners, and submit the results to the governing body of each taxing unit before **December 31, 2025**.

Nominee Qualifications

Under Section 6.03(d) of the Texas Tax Code, individuals are eligible to serve on the Guadalupe Appraisal District Board of Directors only if they are residents of the district and have resided within it for at least two years prior to taking office; Section 6.035 further disqualifies any individual who owns property with delinquent taxes owed for more than 60 days, unless those taxes are subject to a lawful installment agreement or deferral, with additional restrictions set out in Section 56.035. Beginning with terms starting January 1, 2026, HB 148 also requires all nominees to sign a written acknowledgment affirming their understanding of the statutory duties of service before being considered for appointment or candidacy, and mandates successful completion of annual training covering governance, ethics, budgeting, procurement, conflicts of interest, and other statutory responsibilities. Each nominee **must complete and return** the enclosed Candidate Qualifications and Acknowledgment Statement to the Guadalupe Appraisal District as part of the formal nomination process.

Voting Allocation

Enclosed, you will find a summary of the voting entitlement of the taxing units participating in the nomination and election for the Guadalupe Appraisal District Board of Directors. City of New Braunfels will have **132 votes** to cast in this election process. Votes may be allocated to one nominee or votes may be distributed to more than one nominee. The nominees who receive the largest cumulative vote total are declared the directors who will begin serving a four-year term on January 1, 2026.

Should you have any questions regarding this process, do not hesitate to contact Cherie Stiers in our office.

Sincerely,

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

**GUADALUPE APPRAISAL DISTRICT BOARD of DIRECTORS (APPOINTMENT) ELECTION
ENTITY VOTING ENTITLEMENTS**

as of 8/27/2025

CAD	Taxing Unit ID	Taxing Unit Name	2025 Entity Levy	2025 Total Levy	Portion of Levy (%)		Total Number of Votes	Entity Votes ¹
094-Guadalupe	094-000-00	Guadalupe County	\$75,906,881 ÷	\$363,337,266 =	0.208916	x	5,000	1,045
094-Guadalupe	094-902-02	Schertz-Cibolo UC ISD	\$69,017,717 ÷	\$363,337,266 =	0.189955	x	5,000	950
094-Guadalupe	094-901-02	Seguin ISD	\$57,702,685 ÷	\$363,337,266 =	0.158813	x	5,000	794
094-Guadalupe	094-103-03	City of Seguin	\$23,569,335 ÷	\$363,337,266 =	0.064869	x	5,000	324
094-Guadalupe	094-903-02	Navarro ISD	\$22,809,859 ÷	\$363,337,266 =	0.062779	x	5,000	314
094-Guadalupe	094-904-02	Marion ISD	\$20,569,400 ÷	\$363,337,266 =	0.056612	x	5,000	283
094-Guadalupe	046-901-02	New Braunfels ISD	\$18,774,399 ÷	\$363,337,266 =	0.051672	x	5,000	258
094-Guadalupe	094-104-03	City of Cibolo	\$18,639,043 ÷	\$363,337,266 =	0.051300	x	5,000	256
094-Guadalupe	094-102-03	City of Schertz	\$18,545,469 ÷	\$363,337,266 =	0.051042	x	5,000	256
094-Guadalupe	046-902-02	Comal ISD	\$12,216,306 ÷	\$363,337,266 =	0.033622	x	5,000	168
094-Guadalupe	046-101-03	City of New Braunfels	\$9,561,097 ÷	\$363,337,266 =	0.026315	x	5,000	132
094-Guadalupe	105-902-02	San Marcos ISD	\$3,720,184 ÷	\$363,337,266 =	0.010239	x	5,000	51
094-Guadalupe	094-202-19	Lake McQueeney WCID #1	\$2,406,459 ÷	\$363,337,266 =	0.006623	x	5,000	33
094-Guadalupe	094-201-19	Lake Placid WCID #1	\$1,834,498 ÷	\$363,337,266 =	0.005049	x	5,000	25
094-Guadalupe	094-201-04	Lone Oak MUD	\$1,450,186 ÷	\$363,337,266 =	0.003991	x	5,000	20
094-Guadalupe	247-903-02	LaVernia ISD	\$1,389,739 ÷	\$363,337,266 =	0.003825	x	5,000	19
094-Guadalupe	015-120-03	City of Selma	\$1,344,497 ÷	\$363,337,266 =	0.003700	x	5,000	19
094-Guadalupe	028-903-02	Luling ISD	\$1,100,330 ÷	\$363,337,266 =	0.003028	x	5,000	15
094-Guadalupe	046-202-19	Lake Dunlap WCID	\$697,073 ÷	\$363,337,266 =	0.001919	x	5,000	10
094-Guadalupe	094-101-03	City of Marion	\$481,497 ÷	\$363,337,266 =	0.001325	x	5,000	7
094-Guadalupe	028-906-02	Prairie Lea ISD	\$436,470 ÷	\$363,337,266 =	0.001201	x	5,000	6
094-Guadalupe	015-115-03	City of Universal City	\$269,740 ÷	\$363,337,266 =	0.000742	x	5,000	4
094-Guadalupe	094-202-04	Guadalupe County MUD#4	\$156,459 ÷	\$363,337,266 =	0.000431	x	5,000	2
094-Guadalupe	094-106-03	City of Santa Clara	\$130,777 ÷	\$363,337,266 =	0.000360	x	5,000	2
094-Guadalupe	094-203-19	Meadow Lake WCID #1	\$102,709 ÷	\$363,337,266 =	0.000283	x	5,000	1
094-Guadalupe	094-204-04	Guadalupe County MUD06	\$96,617 ÷	\$363,337,266 =	0.000266	x	5,000	1
094-Guadalupe	094-209-04	Guadalupe County MUD #11	\$74,183 ÷	\$363,337,266 =	0.000204	x	5,000	1
094-Guadalupe	089-903-02	Nixon-Smiley ISD	\$72,115 ÷	\$363,337,266 =	0.000198	x	5,000	1
094-Guadalupe	094-211-04	Park Place MUD	\$69,432 ÷	\$363,337,266 =	0.000191	x	5,000	1
094-Guadalupe	094-207-04	Sky Ranch MUD	\$50,365 ÷	\$363,337,266 =	0.000139	x	5,000	1
094-Guadalupe	094-212-04	Steelwood Trail MUD	\$46,446 ÷	\$363,337,266 =	0.000128	x	5,000	1
094-Guadalupe	028-102-03	City of Luling	\$38,906 ÷	\$363,337,266 =	0.000107	x	5,000	1
094-Guadalupe	094-201-09	York Creek Water Dist.	\$36,556 ÷	\$363,337,266 =	0.000101	x	5,000	1
094-Guadalupe	105-103-03	City of San Marcos	\$15,651 ÷	\$363,337,266 =	0.000043	x	5,000	0
094-Guadalupe	094-213-04	Sedona MUD01	\$1,803 ÷	\$363,337,266 =	0.000005	x	5,000	0
094-Guadalupe	094-210-04	Marion Oaks MUD	\$1,515 ÷	\$363,337,266 =	0.000004	x	5,000	0
094-Guadalupe	094-214-04	Sedona MUD02	\$669 ÷	\$363,337,266 =	0.000002	x	5,000	0
094-Guadalupe	094-205-04	Guadalupe County MUD10	\$203 ÷	\$363,337,266 =	0.000001	x	5,000	0
Total Votes								5,000

Source: 2025 Adjusted Certified Roll, as of Supplement 1.

Section 6.03 Board of Directors¹

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

Guadalupe Appraisal District Board of Directors – Statement of Qualifications & Acknowledgment

Section One: Candidate Eligibility Requirements

Pursuant to Chapter 6 of the Texas Tax Code, as amended by SB 2 (88th Legislature) and HB 148 (89th Legislature):

1. Residency Requirement

- A nominee must be a resident of the Guadalupe Appraisal District and must have resided within the district for at least two (2) years immediately preceding the date of taking office.

2. Tax Payment Requirement

- A nominee is ineligible if they own property on which delinquent property taxes have been owed for more than 60 days, unless the taxes are subject to a lawful installment agreement or deferral.

3. Conflict of Interest / Ineligible Employment

- A nominee may not be an employee of a taxing unit participating in the district unless they are also an elected official of such taxing unit.
- A nominee may not have engaged in the business of appraising property for compensation or representing property owners for compensation in appraisal district proceedings at any time during the preceding five (5) years.
- A nominee or business entity in which they hold a substantial interest may not contract with the appraisal district or with a participating taxing unit for activities governed by the Tax Code.

4. Relatives / Nepotism Restrictions

- A nominee is ineligible if related within the second degree by consanguinity or affinity to an individual engaged in compensated appraisal or tax representation activity in the district.

5. HB 148 Requirements (*Effective for Terms Beginning January 1, 2026*)

- Each candidate must sign a statutory Acknowledgment of Duties (see below).
- Each appointed/elected director must complete the required training program within one (1) year of taking office and annually thereafter. Certificates must be filed with the district.

**Guadalupe Appraisal District
Board of Directors – Statement of Qualifications & Acknowledgment**

Section Two: Acknowledgment of Duties of Member of Appraisal District Board of Directors

I hereby acknowledge that I have read and understand the duties of a member of the board of directors of an appraisal district. I understand that the statutory responsibilities include:

1. Establishing the appraisal district office;
2. Hiring a chief appraiser;
3. Adopting the appraisal district's annual operating budget after filing notice and holding a public hearing;
4. Adopting a new budget if voting taxing units disapprove of the initial budget;
5. Determining whether to remove members of the appraisal review board if the board of directors of the appraisal district is the appointing authority and potential grounds for removal arise;
6. Notifying voting taxing units of any vacancy in an appointive position on the board and electing a replacement from submitted nominees;
7. Appointing a person to fill a vacancy in an elective position on the board;
8. Electing a chairman and a secretary of the board at the first meeting each year;
9. Holding board meetings at least quarterly;
10. Developing and implementing policies regarding reasonable access to the board;
11. Preparing information describing the board's functions and complaint procedures and making that information available to the public and to participating taxing units;
12. Notifying parties to a complaint filed with the board of the status of the complaint, unless otherwise provided;
13. In populous counties, appointing a taxpayer liaison officer and deputy taxpayer liaison officers;
14. Annually evaluating the performance of the taxpayer liaison officer and any deputy taxpayer liaison officers, including reviewing the timeliness of complaint resolution;
15. Referring matters investigated by a taxpayer liaison officer relating to the appraisal review board's conduct to the local administrative district judge with a recommendation;
16. Developing a biennial written plan for the periodic reappraisal of all property in the appraisal district, filing notice and holding a public hearing on the plan, approving the plan, and distributing copies of the plan to participating taxing units and the comptroller;
17. Making agreements with newly formed taxing units on an estimated budget allocation for that taxing unit;
18. Having an annual financial audit prepared by an independent certified public accountant, delivering a copy of the audit to each voting taxing unit, and making the audit available for inspection at the appraisal district office;
19. Designating the appraisal district depository biennially;
20. Receiving resolutions from voting taxing units disapproving of board actions;
21. Adhering to Local Government Code requirements for purchasing and entering into contracts;
22. Providing advice and consent to the chief appraiser concerning the appointment of an agricultural appraisal advisory board and determining the number of members of that advisory board;
23. Adhering to laws concerning the preservation, microfilming, destruction, or other disposition of records;
24. Adopting and implementing a policy for the temporary replacement of a member of an appraisal review board who violates ex parte communication requirements.

Guadalupe Appraisal District Board of Directors – Statement of Qualifications & Acknowledgment

Furthermore, I recognize that the board **does not** appraise property or review the value of individual properties. I acknowledge that tax rates and tax burdens are determined by applicable taxing jurisdictions, not the appraisal district board of directors.

Nomination/ Eligibility Statement

I have reviewed the eligibility requirements above and affirm that I meet the qualifications to be nominated and serve as a member of the Board of Directors of the Guadalupe Appraisal District. I further acknowledge that I have read and understand the statutory duties of a member of the board of directors as outlined in the acknowledgment section below.

Signature of Nominee: _____ Date: _____

Printed Name of Nominee: _____

Contact Phone Number: _____

Street Address of Nominee’s Residency: _____

City: _____ State: _____ ZIP: _____

Number of years at this residence? _____

Notary Acknowledgment

State of Texas
County of _____

Sworn to and subscribed before me this _____ day of _____, 2025.

(Signature of Notary Public)

Printed Name: _____
Notary Public, State of Texas

My commission expires: _____

(Seal)

RESOLUTION NO. 2025-R____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS TO NOMINATE CANDIDATE(S) TOWARD THE ELECTION OF THE GUADALUPE APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, the City Council of the City of New Braunfels has been advised by the Chief Appraiser of the Guadalupe Appraisal District, that the City may nominate candidate(s) of choice, for the Board of Directors, Guadalupe Appraisal District.

WHEREAS, the City of New Braunfels **does not** have a candidate with an unexpired term at this time.

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

THAT the City Council of the City of New Braunfels may submit the Official Nomination(s), attached hereto, as issued by the Chief Appraiser, stating their nominations for candidates for the election of the Board of Directors for the Guadalupe Appraisal District for the 2026-2029 term as indicated below.

Name	Term

PASSED, ADOPTED AND APPROVED this 13th day of October 2025.

CITY OF NEW BRAUNFELS

BY: _____
Neal Linnartz, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

10/13/2025

Agenda Item No. F)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Discuss and consider approval of a resolution for nomination(s) to the Comal County Appraisal District Board of Directors.

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

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

Each voting entity may nominate one candidate for each open position by resolution as stated in the tax code 6.03(g). Attached are the eligibility requirements for directors if the city decides to submit additional nominees. Names will be submitted to the Comal County Appraisal district for consideration. However, the city is not required to submit additional nominees.

Two of the appointed directors on the CAD Board have terms that expire on December 31, 2025. The current CAD Board members are listed below.

Appointed Board members whose terms expire December 31, 2025, are:

- John Tyler (not seeking re-appointment)
- James Long (not seeking re-appointment)

Appointed Board members whose terms expire December 31, 2027, are:

- Eric Couch
- Douglas Miller, II
- Robert Slupik

Elected Board members whose terms expire December 31, 2026, are:

- Robert Brown
- Deborah Hindman
- Rob Johnson

The above directors are joined on the board by Kristen Hoyt who serves as an ex-officio voting member as Comal County Tax Assessor/Collector.

ISSUE:

City Council must, by resolution, indicate which individuals are to be nominated to the board *and* what term they are nominated for. The official letter from the Comal Appraisal District is included in the agenda item for reference.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

City Council to provide nominations to the Comal Appraisal District Board of Directors.

COMAL APPRAISAL DISTRICT
 900 S. SEGUIN AVENUE
 NEW BRAUNFELS, TX 78130

Jeffrey J. Booker
 CHIEF APPRAISER

August 27, 2025

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

REF: Nominations for Comal Appraisal District Board of Directors Election 2026

This letter is written notice to the presiding officer of each voting entity informing you of your right to nominate a candidate to serve on the Comal Appraisal District (CAD) Board of Directors. The taxing units in the appraisal district that are eligible to vote will appoint two directors to the 2026 CAD Board of Directors for four-year terms beginning January 1, 2026. Each voting entity may nominate one candidate for each open position by resolution as stated in the tax code quoted below:

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

Two of the appointed directors on the CAD Board have terms that expire on December 31, 2025. The current CAD Board members are listed below.

Appointed Board members whose terms expire December 31, 2025, are:

- John Tyler (not seeking re-appointment)
- James Long (not seeking re-appointment)

Appointed Board members whose terms expire December 31, 2027, are:

- Eric Couch
- Douglas Miller, II
- Robert Slupik

Elected Board members whose terms expire December 31, 2026, are:

- Robert Brown
- Deborah Hindman
- Rob Johnson

The above directors are joined on the board by Kristen Hoyt who serves as an ex-officio voting member as Comal County Tax Assessor/Collector.

Please submit the names of your nominee(s) to this office no later than October 15, 2025 so they may be placed on the official ballot. Please see the enclosed document for Board of Directors’ eligibility requirements.

Sincerely,



Jeffrey J. Booker, RPA
 Chief Appraiser

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TX 78130

Jeffrey J. Booker
CHIEF APPRAISER

Board of Director Eligibility Requirements

The appraisal district appraises all property in the county for ad valorem tax purposes. The board of directors is the governing body for the district.

The board employs the chief appraiser, sets general policies for the district, and adopts the budget for the district. By law, board members cannot communicate with the chief appraiser regarding appraisals, except in: (1) an open meeting of the appraisal district board of directors or another public forum; or (2) a closed meeting of the board of directors held to consult with the board's attorney about pending litigation, in accordance with Tax Code Section 6.15.

To be eligible to serve on the Board of Directors, an individual must be a resident of Comal County and must have resided in the county for at least two years immediately preceding the date the individual takes office. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a participating taxing unit.

An individual is not eligible to be appointed or to serve on the Board of Directors of an appraisal district if the individual or business entity in which the individual has a substantial interest is a party to a contract with the appraisal district. An individual is not eligible to be appointed or serve on the Board of Directors if the individual or business entity in which the individual has a substantial interest is a party to a contract with a taxing unit that participates in the appraisal district, and the contract relates to the performance of an activity governed by the Texas Property Tax Code. An individual is deemed to have a substantial interest in a business entity if the combined ownership of the individual and the individual's spouse is at least 10 percent of the voting stock or shares of the business entity, or the individual or the individual's spouse is a partner, limited partner, or officer of the business entity.

An individual is ineligible to serve on the Board of Directors and is disqualified from employment as Chief Appraiser if the individual is related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under the Texas Property Tax Code or of representing owners for compensation in proceedings in the appraisal district.

An individual is ineligible to serve on the board of directors of an appraisal district if the individual has served as a member of the board of directors for all or part of five terms, unless the individual was the county assessor-collector at the time the individual served as a board member or has been an employee of the appraisal district at any time during the preceding three years, according to Tax Code Section 6.035(a-1).

An individual is ineligible to serve if they own property in which taxes are delinquent for more than 60 days unless there is a written installment agreement for payment of taxes and any penalty and interest or a suit to collect the delinquent taxes has been abated or deferred.

Members of the board may not receive compensation for service on the board but are entitled to reimbursement for actual and necessary expenses incurred in their performance of duties and as provided by the budget adopted by the Board.

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TX 78130

JEFFREY J. BOOKER, RPA
CHIEF APPRAISER

September 9, 2025

Mayor Neal Linnartz
City of New Braunfels
550 Landa Street
New Braunfels, TX 78130

REF: Board of Directors Election

Section 6.03(e) of the Texas Property Tax Code states: *"The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year."*

Below is the voting calculation worksheet that indicates the number of votes you are eligible to submit in the upcoming election of the Board of Directors for Comal Appraisal District. The official ballot will be mailed to each entity no later than October 30, 2025.

BOARD OF DIRECTORS ELECTIONS WORKSHEET 2025-2026

TAXING UNITS	2024 TAX LEVY	PERCENTAGE	VOTES
COMAL I.S.D.	\$273,185,016.22	0.53515	2676
COMAL COUNTY	96,461,013.23	0.18896	945
NEW BRAUNFELS I.S.D.	73,162,187.80	0.14332	717
CITY OF NEW BRAUNFELS	50,497,945.80	0.09892	495
CITY OF GARDEN RIDGE	2,716,077.10	0.00532	27
CITY OF SCHERTZ	7,008,778.36	0.01373	69
BOERNE I.S.D.	1,824,597.21	0.00357	18
CITY OF BULVERDE	3,854,828.84	0.00755	38
CITY OF FAIR OAKS	1,078,488.74	0.00211	11
CITY OF SELMA	587,362.38	0.00115	6
CITY OF SPRING BRANCH	75,674.85	0.00015	1
WIMBERLEY I.S.D.	29,399.08	0.00006	0
	\$ 510,481,369.61	100.00000	5000

Sincerely,



Jeffrey J. Booker, RPA
Chief Appraiser

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS TO NOMINATE CANDIDATE(S) TOWARD THE ELECTION OF THE COMAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, the City Council of the City of New Braunfels has been advised by the Chief Appraiser of the Comal Appraisal District, that the City may nominate candidate(s) of choice, for the Board of Directors, Comal Appraisal District.

WHEREAS, the City of New Braunfels does not have a candidate(s) expiring at this time.

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

THAT the City Council of the City of New Braunfels may submit the Official Nomination(s), attached hereto, as issued by the Chief Appraiser, stating their nominations for candidates for the election of the Board of Directors for the Comal Appraisal District for the 2026-2029 term as indicated below.

Name	Term

PASSED, ADOPTED AND APPROVED this 13th day of October 2025.

CITY OF NEW BRAUNFELS

BY: _____
Neal Linnartz, Mayor

ATTEST:

Gayle Wilkinson, City Secretary



City Council - Executive Session Agenda Item Report

550 Landa Street
New Braunfels, TX

10/13/2025

Agenda Item No. A)

10/13/2025

Agenda Item No. B)

SUBJECT:

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

1. The Neue
2. Project Maiden

10/13/2025

Agenda Item No. C)

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

- a. Discuss Legal Options Relating to the Status of Real Estate Negotiations to Secure Necessary Right-of-Way for the Kohlenberg Road Improvements Project:
 - i. a 2.309 Acre (100,568 square foot) tract of land in the A.M. Esnaurizar Survey No. 98, of Comal County, Texas and being out of the called 239.708 acre tract conveyed to Frederick Frueholz Jr., recorded in Document No. 201306045302 of the Official Public Records of Comal County, Texas; and being more specifically out of the called 49.64 acre 1st Parcel of said 239.708 acres recorded as Volume 78, Page 399 - Tr. 2, Official Public Records of Comal County, Texas. (Comal County Parcel No. 71628)