



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



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

MONDAY, MAY 13, 2024 at 6:00 PM

Neal Linnartz, Mayor
Andres Campos, Councilmember (District 1)
Christopher Willis, Councilmember (District 2)
Harry Bowers, Mayor Pro Tem (District 3)
Lawrence Spradley, Councilmember (District 4)
Mary Ann Labowski, Councilmember (District 5)
April Ryan, Councilmember (District 6)
Robert Camareno, City Manager

MISSION STATEMENT

***The City of New Braunfels will add value to our community
by planning for the future, providing quality services, encouraging
community involvement and being responsive to those we serve.***

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 SPRADLEY

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

PROCLAMATIONS:

- A) City University Class of 2024 [24-664](#)
- B) Jaycees Week [24-528](#)
- C) The Comal Cemetery as a Texas Historical Commission Subject Marker [24-626](#)
- D) Historic Preservation Month [24-523](#)

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.

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.

Resolutions & Action Items

- A) Approval of the minutes for the regular and executive [24-657](#) session council meetings on April 22, 2024 and the special meeting for April 15, 2024.
Matthew Schwarz, Assistant City Secretary
- B) Approval of a proposal from Matrix Consulting Group for [24-659](#) a Police Department Patrol Staffing Study and the appropriate budget amendment.
Robert Camareno, City Manager
- C) Approval to authorize the City to enter into a [24-125](#) Development Agreement with Rockspring Saur, LLC for Saengerhalle Road reconstruction and widening, drainage and avigation easements, and sound transmission and attenuation.
Jordan Matney, Deputy City Manager
- D) Approval of a contract with McCreary, Veselka, Bragg & [24-646](#) Allen P.C. for support of case resolutions and delinquent account collections.
Ruth Sandoval, Municipal Court Administrator
- E) Approval of a contract with Consolidated Traffic Control, [24-662](#) Inc. for the installation of Opticom emergency preemption equipment to support the City of New Braunfels Fire Department.
Garry Ford, Director of Transportation and Capital Improvements
- F) Approval of a contract with Paddle TX for the operation [24-643](#) and maintenance of the Paddle Boat and Mini Golf Landa Park Attractions.
Jared Werner, Assistant City Manager
- G) Approval of a contract with Sustainable Modular [24-576](#) Management for a modular classroom building at the

new Fire Training Complex.

Scott McClelland, Assistant Director of Transportation & Capital Improvements

- H) Approval of a contract modification with Freese & Nichols [24-655](#)
Inc. for bidding and construction phase services
associated with the Last Tuber's Exit Improvement
Project.

Scott McClelland, Assistant Director of Transportation and Capital Improvements

- I) Approval of a contract modification with Freese & Nichols [24-656](#)
Inc. for bidding and construction phase services
associated with the construction of the Landa Lake Dam
& Spillway Improvements.

Scott McClelland, Assistant Director of Transportation and Capital Improvements

- J) Approval of the Modification of Deed between the City of [24-665](#)
New Braunfels and ADM Milling Co.

Jeff Jewell, Economic and Community Development Director

- K) Approval to authorize the City Manager to execute an [24-628](#)
interlocal cooperative purchasing agreement with the
Sheriffs Association of Texas in accordance with the
Interlocal Cooperation Act, Chapter 791 of the Texas
Government Code for the purchase of vehicles.

Barbara Coleman, Purchasing Manager

- L) Approval of an updated Interlocal Cooperation [24-647](#)
Agreement between the City of New Braunfels and the
New Braunfels Independent School District (NBISD) for
the provision of School Resource Officers by the New
Braunfels Police Department at NBISD locations.

Administrative Lieutenant David Blevins, NBPD

- M) Approval of a resolution authorizing the City Manager to [24-452](#)
apply for Federal Transit Administration grant funds and
authorizing the City Manager to execute and file required
documents annually.

Garry Ford, Transportation and Capital Improvements Director

- N) Approval of a resolution recommended by the New [24-577](#)
Braunfels Economic Development Corporation approving
a project expenditure of up to \$1,000,000 to the City of
New Braunfels for the construction of the Landa Lake
Dam & Spillway Improvements, a project authorized
under 505.152 of the Texas Local Government Code.

Scott McClelland, Assistant Director of Transportation and Capital Improvements

- O) Approval of a resolution consenting to the issuance of [24-581](#) unlimited tax road bonds and unlimited tax bonds by Comal County Water Improvement District No. 1A, a Water Improvement District located within the Extraterritorial Jurisdiction of the City.

Jeff Jewell, Economic and Community Development Director

- P) Approval of a resolution consenting to the issuance of [24-586](#) Contract Revenue Bonds by Comal County Water Improvement District No. 1A, a Water Improvement District located within the Extraterritorial Jurisdiction of the City.

Jeff Jewell, Economic and Community Development Director

- Q) Approval of a resolution supporting the submission of [24-618](#) projects to the U.S. Department of Transportation Safe Streets and Roads for All grant.

Garry Ford, Transportation and Capital Improvements Director

- R) Approval of a resolution recommended by the New [24-578](#) Braunfels Economic Development Corporation approving a project expenditure of up to \$1,200,000 to the City of New Braunfels for the construction of the Last Tuber's Exit Improvements, a project authorized under 505.152 of the Texas Local Government Code.

Scott McClelland, Assistant Director of Transportation and Capital Improvements

Ordinances

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

- S) Approval of the first reading of an ordinance amending [24-301](#) the New Braunfels Code of Ordinances, Section 86-2 by adopting new Miscellaneous Park Rental fees and moving all fees to Appendix D.

Sandy Paulos, Director of Finance

- T) Approval of the first reading of an ordinance amending [24-645](#) the New Braunfels Code of Ordinances, Section 86-98 by adopting new Landa Haus Set Up fees, and moving all Landa Haus Rental fees to Appendix D.

Sandy Paulos, Director of Finance

- U) Approval of the first reading of an ordinance amending [24-503](#)

the New Braunfels Code of Ordinances, Section 86-95 by adopting a Tube Chute Facility Rental fee, adjusting the Tube Rental Deposit, and moving all fees to Appendix D.

Sandy Paulos, Director of Finance

- V) Approval of the second and final reading of an ordinance [24-615](#) regarding amendments to Chapter 144 Zoning, Section 5.1 Parking, loading, stacking, and vehicular circulation.

Jean Drew, AICP, CNU-A, Planning and Development Services Assistant Director

2. INDIVIDUAL ITEMS FOR CONSIDERATION

- A) Discuss and consider the approval of an ordinance [24-642](#) declaring the canvass and result of the General Election held on May 4, 2024, to elect two members of the New Braunfels City Council; containing a savings clause; declaring an effective date upon one reading.

Gayle Wilkinson, City Secretary

- B) Discuss and consider the second and final reading of an ordinance [24-616](#) to rezone approximately 5 acres consisting of Lot 2 of the William E. Field Subdivision, from R-2 AH (Single-Family and Two-Family with Airport Hazard Overlay District) to C-4A AH (Resort Commercial with Airport Hazard Overlay District), currently addressed at 1493 Gruene Road.

Matthew Simmont, AICP Planning Manager

- C) Discuss and consider the second and final reading of an ordinance [24-289](#) regarding a proposed rezoning of approximately 82 acres out of the A.M. Esnaurizar Survey, Abstract 20, from APD AH (Agricultural/Pre-Development Airport Hazard Overlay District) to R-3L AH (Multifamily Low Density Airport Hazard Overlay District) currently addressed at 1280 Saengerhalle Road and 1682 Saur Lane.

Matthew Simmont, AICP, Planning Manager

3. EXECUTIVE SESSIONS

In accordance with the Open Meetings Act, Texas Government Code, Ch. 551, 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.

The City Council reserves the right to retire into executive session concerning any of the items listed on this Agenda whenever it is considered necessary and legally justified under the Open Meetings Act (Chapter 551 of the Texas Government Code).

- A) Deliberate and consider the purchase, exchange, lease, [24-627](#) or value of real property, in accordance with Section 551.072 of the Texas Government Code:
1. A-1 SUR-1 AM Esnaurizar, Acres 239.708
 2. NBU Headquarters
 3. 2602 FM 758
- B) Deliberate pending/contemplated litigation, settlement [24-663](#) 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:
- Proposed development agreement with Rockspring Saur, LLC, and related development and roadway matters.

4. **RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY 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

5/13/2024

Agenda Item No. A)



Proclamation

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

WHEREAS, New Braunfels City University was launched in 2011 to give residents more insight into the day-to-day operations of the City of New Braunfels and provide participants with a greater understanding of their local government; and

WHEREAS, in 2024 the City added a youth component and reserved spots in the class for a high school student from each Council District; and

WHEREAS, City University promotes and enhances community engagement by providing a quality program that connects New Braunfels residents with each City department to learn about the services, programs, initiatives, and projects offered by these departments and the challenges and opportunities facing our community; and

WHEREAS, with this graduating class of 27 students, more than 360 New Braunfels residents have connected with their local government and increased their knowledge of municipal services by completing this enlightening course.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, hereby recognize and congratulate:

- | | |
|-----------------------|---------------------------------------|
| Dawn Abbott | Jonathan McJunkin |
| Samantha Bowers | Sandee Phelan |
| Allen Dowling | Vanessa Pizana |
| Stephanie Guerra-Hill | Christy Rohlf |
| Levi Hake | Jason Rosales |
| Justin Herbelin | Christine Seidel |
| Gordon Jackson | Stacy Thigpen |
| Larry Jackson | Marshall Walker |
| Kara Koller | Jackie Whelpley |
| Tate Korpi | Guy Williams |
| Deepa Krishna Naik | Amy Aguiar, Youth City University |
| Tommy Larsen | Devan Patel, Youth City University |
| Victoria Leland | Nicolas Varela, Youth City University |
| Sherry Lerch | |

As the 2024 graduating class of New Braunfels City University.

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 May 2024.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

5/13/2024

Agenda Item No. B)



Proclamation

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

WHEREAS, the New Braunfels Jaycees has a mission to foster an environment for aspiring leaders to grow their network, engage in the community, develop professionally, and create a better New Braunfels through volunteerism and philanthropy; and

WHEREAS, Jaycees have historically served as our nation’s leading young professionals’ organization by primarily focusing on leadership and business development through acts of social service; and

WHEREAS, the first group of New Braunfels Jaycees led by E.P. Nowotny, successfully implemented a Bond campaign for the city to vote on the municipal ownership of Landa Park; and

WHEREAS, a Charter Study Committee comprised of members of the New Braunfels Jaycees was named by City Commission in 1965; made the recommendation for the City of New Braunfels to operate under its current Council-Manager form; and

WHEREAS, The New Braunfels Jaycees have provided goodwill and service to the community through the following projects: World War II War Bond Drives, sponsorship of the first African American Boy Scout Troop & Cub Pack Unit in 1952, The Miss Texas & Junior Miss Texas Pageant, Outstanding Young New Braunfelser, NB Fireworks show, Children’s Hospital Telethon, Labor Day Rest Stop, Get out The Vote, Comal County Fair Parade, Toys for Tots, Strasse Show with Wade Bowen, and 90 trees for 90 years; and

WHEREAS, The New Braunfels Jaycees continue to provide goodwill and service to the community through the following projects: Rising Stars of NB, Comal County Fair Food Booth, Wurstfest Food Booth, Wassailfest stop, 0.5K Beer Run, volunteer days facilitated by the Jaycees Projects and City Beautification Committee, and donations back to local charities by the Jaycees Philanthropic Committee; and

WHEREAS, the retention of high performing young professionals are a vital component of a healthy community and economy, and the sustainability of the organization is essential to our current and future community member needs; and

WHEREAS, 2024 marks the 90th anniversary of the founding of the New Braunfels Jaycees, and the local chapter is recognized as the largest in the United States, and all of the members look forward to celebrating the 100th anniversary in 2034 to recognize the heritage, progress, and future of New Braunfels.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, proclaim May 13th – May 20th, 2024, as

JAYCEES WEEK

in the City of New Braunfels and I urge all citizens to recognize this important historical date.

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 May 2024.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

5/13/2024

Agenda Item No. C)

SUBJECT:

The Comal Cemetery as a Texas Historical Commission Subject Marker.

DEPARTMENT: Parks and Recreation**COUNCIL DISTRICTS IMPACTED:** City Council District 5**BACKGROUND INFORMATION:**

The Comal Cemetery has been awarded an Official Texas Historical Marker designating it to be an Historic Texas Cemetery, and the site to be a significant part of Texas History.

When the New Braunfels cemetery, established in 1845, soon neared capacity, a new burial ground was needed and in March 1868, John F. Torrey had a promissory note drawn up for 8 acres and \$500 for the establishment of a cemetery on the bluff of the Guadalupe River. The first known burial was for Frederick (Fritz) Hartwig on August 12, 1873; however earlier burials were documented as being on the “bluff overlooking the river” in the 1850s. Later acquisitions enlarged the cemetery to about 25 acres, and it contains more than 12,550 burials, reflecting the community heritage of New Braunfels. The cemetery contains a variety of mature trees, Victorian era iron plot fences, concrete curbing, a wide variety of cemetery markers including early hand carved marble and limestone tablet markers, obelisks, statuary, metal crosses and handmade markers.

A marker dedication will be held Thursday, May 16 at 5:30pm, at the cemetery located on Peace Ave

ISSUE:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/a



Proclamation

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

WHEREAS, the Comal Cemetery, located at 301 Peace Ave, New Braunfels, Comal County, Texas has been awarded an Official Texas Historical Marker designating it to be an Historic Texas Cemetery, and the site to be a significant part of Texas History; and

WHEREAS, when the New Braunfels cemetery, established in 1845, soon neared capacity, a new burial ground was needed and in March 1868, John F. Torrey had a promissory note drawn up for 8 acres and \$500 for the establishment of a cemetery on the bluff of the Guadalupe River, stipulating that it be fenced, that a proper hearse be obtained for funerals, and that a small plot be reserved for himself and friends; and

WHEREAS, the State Legislature incorporated the Comal Cemetery Association in August, 1870, and Torrey released the deed for one dollar; and

WHEREAS, the first known burial was for Frederick (Fritz) Hartwig on August 12, 1873; however earlier burials were documented as being on the “bluff overlooking the river” in the 1850s; and

WHEREAS, at John Torrey’s request, the City of New Braunfels has administered the cemetery since January, 1887, and after he died and was buried in San Antonio, his family relinquished the deed to the reserved family plot; and

WHEREAS, later acquisitions enlarged the cemetery to about 25 acres, and it contains more than 12,550 burials, reflecting the community heritage of New Braunfels; and

WHEREAS, the cemetery contains a variety of mature trees, Victorian era iron plot fences, concrete curbing, a wide variety of cemetery markers including early hand carved marble and limestone tablet markers, obelisks, statuary, metal crosses and handmade markers; and

WHEREAS, the sponsor of the marker is the City of New Braunfels, Parks and Recreation Department; and

WHEREAS, a marker dedication will be held Thursday, May 16 at 5:30pm, at the cemetery located on Peace Ave.

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

**THE COMAL CEMETERY AS A
TEXAS HISTORICAL COMMISSION HISTORIC TEXAS CEMETERY**

in the City of New Braunfels and I urge all citizens to commend the Parks and Recreation Department on their work towards receiving this marker and their dedication to historical preservation and recording the history of the City of New Braunfels.

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 May 2024.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

5/13/2024

Agenda Item No. D)



Proclamation

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

WHEREAS, The National Trust for Historic Preservation established May as Historic Preservation Month in 1973, as a way to promote historic places for the purpose of instilling community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation; and

WHEREAS, local historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, historic preservation is supported by the Historic Landmark Commission, the Comal County Historical Commission, and the Texas Historical Commission.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, proclaim May 2024, as

HISTORIC PRESERVATION MONTH

in the City of New Braunfels and I urge all citizens to join their fellow citizens across the United States 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 May 2024.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

5/13/2024

Agenda Item No. A)

PRESENTER:

Matthew Schwarz, Assistant City Secretary

SUBJECT:

Approval of the minutes for the regular and executive session council meetings on April 22, 2024 and the special meeting for April 15, 2024.

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - SPECIAL
REGULAR MEETING OF MONDAY, APRIL 15, 2024**

AGENDA

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

Present 7 - Mayor Neal Linnartz, Councilmember Andres Campos, Councilmember Christopher Willis, Mayor Pro Tem Harry Bowers, Councilmember Lawrence Spradley, Councilmember Mary Ann Labowski, and Councilmember April Ryan

INVOCATION: COUNCILMEMBER WILLIS

Councilmember Willis 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.

1. PROCLAMATIONS

A) National Therapy Animal Day
This item did not take place.

2. WORKSHOP

A) Presentation on the Texas Recreation and Parks Society Award.
Mayor Linnartz read the aforementioned item.

Geronimo Aguirre presented the item to council using a powerpoint and presented the 2024 Texas Recreation and Park Society Award to council.

B) Presentation and update from the Humane Society of the New Braunfels Area.
Mayor Linnartz read the aforementioned item.

Jared Werner and Sarah Hammond presented the item to council using a powerpoint.

- C) Presentation on the Updated NBU Five-Year Water Conservation Plan as Required by the Texas Commission on Environmental Quality (TCEQ).

Mayor Linnartz read the aforementioned item.

Andrew Cummings presented the item to council using a powerpoint and answered questions.

- D) Presentation and discussion on the New Braunfels Urban Transit District.

Mayor Linnartz read the aforementioned item.

Garry Ford presented the item to council using a powerpoint.

- E) Presentation and update on City of New Braunfels Capital Projects and Initiatives.

Mayor Linnartz read the aforementioned item.

Scott McClelland presented the item to council using a powerpoint and answered questions.

- F) Presentation and update on the upcoming TxDOT project with an estimated construction start date in 2025 or 2026.

Mayor Linnartz read the aforementioned item.

Greg Malatek presented the item to council using a powerpoint and answered questions.

3. EXECUTIVE SESSION

In accordance with the Open Meetings Act, Texas Government Code, Ch. 551, 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.

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

There were no executive session items.

No action was taken at this time.

5. ADJOURNMENT

Mayor Linnartz adjourned at 7:12 p.m.

By: _____
HARRY BOWERS, MAYOR PRO TEM

Attest:

GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - EXECUTIVE SESSION
REGULAR MEETING OF MONDAY, APRIL 22, 2024**

Amended 4-19-2024

AGENDA

Present 6 - Councilmember Andres Campos, Councilmember Christopher Willis, Mayor Pro Tem Harry Bowers, Councilmember Lawrence Spradley, Councilmember Mary Ann Labowski, and Councilmember April Ryan

Absent 1 - Mayor Neal Linnartz

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

1. EXECUTIVE SESSIONS

In accordance with the Open Meetings Act, Texas Government Code, Ch. 551, the City Council may convene in a closed session to discuss any of the items listed below. Any final action or vote on any executive session item will be taken in open session.

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

- Proposed development agreement with Rockspring Saur, LLC, and related development and roadway matters.
- Municipal Utility Districts; Texas statutes and municipal subdivision development ordinances - NB West.

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

- Public Facility Corporation/Housing Finance Corporation project with Paravel Capital

Mayor Pro Tem Bowers read item A of executive session and adjourned into executive session at 5:02 p.m. Mayor Pro Tem Bowers went back into open session at 5:02 p.m. and read executive session

item B and then adjourned back into executive session at 5:03 p.m.

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

Mayor Pro Tem Bowers reconvened back into open session at 5:58 p.m

No action taken at this time.

ADJOURNMENT

adjourned 5:58

By: _____
HARRY BOWERS, MAYOR PRO TEM

Attest:

GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL
REGULAR MEETING OF MONDAY, APRIL 22, 2024**

Amended 4-19-2024

AGENDA

CALL TO ORDER

Mayor Pro Tem Bowers called the meeting to order at 6:01 p.m.

CALL OF ROLL: CITY SECRETARY

Present: 6 - Councilmember Andres Campos, Councilmember Christopher Willis, Mayor Pro Tem Harry Bowers, Councilmember Lawrence Spradley, Councilmember Mary Ann Labowski, and Councilmember April Ryan

Absent: 1 - Mayor Neal Linnartz

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

INVOCATION: COUNCILMEMBER WILLIS

Councilmember Willis provided the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

Mayor Pro Tem Bowers led the Pledge of Allegiance and the Salute to the Texas Flag.

PROCLAMATIONS:

A) National Music Week

Mayor Pro Tem Bowers read the aforementioned proclamation.

Representatives with the National Music Week received the proclamation and addressed council.

B) Vision Zero City

Mayor Pro Tem Bowers read the aforementioned proclamation.

Representatives with Vision Zero City received the proclamation and addressed council.

C) Small Business Week

Mayor Pro Tem Bowers read the aforementioned proclamation.

Kat Balmos and additional representatives with Small Business Week received the proclamation and addressed council.

PRESENTATIONS:

A) Retirement recognition of Orlando Cardenas.

Mayor Pro Tem Bowers recognized John Cox who spoke in recognition of Orlando Carndenas's career with the city and presented Orlando with a city street sign.

CITIZENS COMMUNICATIONS

The following individuals spoke at this time: David Warmke, Mike Murphy, and Pam Kraft.

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.

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.

Resolutions & Action Items

- A) Approval of the April 8th, 2024 Regular and Executive City Council meeting minutes and the April 15th, 2024 Special City Council meeting minutes.
- B) Approval of the issuance of an invitation for competitive sealed proposal for the Last Tuber's Exit and Landa Lake Dam since the City Council finds that these delivery methods will provide the best value to the City.
- C) Approval of a contract with AR6 Construction and Engineering, LLC for the Land Park Golf Course Deck Addition and authorization for the City

Manager to execute any change orders up to the contingency amount.

- D) Approval of an amendment to the FY 2024 Budget - Airport Fund.
- E) Approval to authorize the City of New Braunfels to enter into a Development Agreement with AG Sunflower Ridge, LLC for the design, construction, and dedication of a segment of the Alligator Creek trail and trailhead within the Sunflower Ridge subdivision.
- F) Approval of a Resolution designating the City Manager as the authorized representative of the City to execute agreements and other documents with, or promulgated by, the Texas Department of Transportation (TxDOT) in relation to the City's transit activities as a Direct Recipient for the New Braunfels Urban Transit District; authorizing the City Manager, as the authorized representative to further designate one or more employees of the City to act on his behalf to execute such agreements or documents; and declaring an effective date.
- G) Approval of a contract with Big John Site Services for the use of various portable site services for the Parks and Recreation Department.
- H) Approval of a ratification of the submission of a grant application to the U.S. Department of Justice FY 2023 Bulletproof Vest Partnership program; authorization for the City Manager to accept funds and execute all contract documents associated with the grant; approval of the associated budget amendment to the Grant Fund; and approval of a purchase with Angel Armor, LLC for bulletproof vests for the New Braunfels Police Department.
- I) Approval of ratifications for the submission of grant applications; authorization for the City Manager to accept funds and execute all contract documents associated with the awarded grants; and approval of the associated budget amendments to the Grant Fund.
- J) Approval of annual routine recurring expenditures for FY 2024 in accordance with City Charter Section 9.17.
- K) Approval for a contract modification to Siddons- Martin Emergency Group LLC for changes to a New Braunfels Fire Department Fire Engine built by Pierce Manufacturing.
- L) Approval of a resolution authorizing the City Manager to execute an

agreement with TxDOT for the temporary closure of SH 46 Business for the 2024 Saengerfest Celebration on May 4, 2024.

Ordinances

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

- M) Approval of a second and final reading of an ordinance to amend New Braunfels Code of Ordinances, Chapter 30 Section 30-52 by adopting new rental fees at the New Braunfels Civic & Convention Center

Approval of the Consent Agenda

Mayor Pro Tem Bowers read the aforementioned consent agenda items A-D and F-M. Consent item E was pulled for individual consideration.

Councilmember Campos moved to approve consent agenda items A-D and F-M. Councilmember Spradley seconded the motion which passed unanimously.

Absent:

Mayor Linnartz

2. INDIVIDUAL ITEMS FOR CONSIDERATION

- E) Approval to authorize the City of New Braunfels to enter into a Development Agreement with AG Sunflower Ridge, LLC for the design, construction, and dedication of a segment of the Alligator Creek trail and trailhead within the Sunflower Ridge subdivision.

Mayor Pro Tem read Consent item E and gave David Warmke the opportunity to speak. Jeff Bransford gave a short explanation on the history of this item.

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

Absent:

Mayor Linnartz

- A) Second public hearing and consideration regarding the adoption of a Strategic Partnership Agreement between the City of New Braunfels, Texas, and the Comal County Water Improvement District No. 3 (“Mayfair Development”)

Mayor Linnartz read the aforementioned item.

Jeff Jewel introduced this item providing a short PowerPoint and answered questions from council.

Councilmember Spradley moved to approve this item. Councilmember Willis seconded the motion which passed unanimously.

Absent:

Mayor Linnartz

B) Discuss and consider approval of an interlocal agreement between the City of New Braunfels and the Comal County Water Improvement District No. 3, which encompass the Mayfair development, concerning sales and use tax collection revenue sharing and use of capital improvements for fire and emergency services

Mayor Pro Tem Bowers read the aforementioned item.

Jared Werner presented this item with a short commentary.

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

Absent:

Mayor Linnartz

C) Public hearing and first reading of an ordinance to rezone approximately 5 acres consisting of Lot 2 of the William E. Field Subdivision, from R-2 AH (Single-Family and Two-Family with Airport Hazard Overlay District) to C-4A AH (Resort Commercial with Airport Hazard Overlay District), currently addressed at 1493 Gruene Road.

Mayor Pro Tem took a 5 minute break.

Mayor Pro Tem Bowers read the aforementioned item.

Matthew Simmont presented this item providing a PowerPoint and answered questions from council.

The applicant Justin Holiday gave a brief summary on his item and answered questions from council.

The following spoke at this time: Genevieve Roland, Jacob Robles,

Scott R., Ted Meadows, and David Warmke

Councilmember Spradley moved to approve the item. Councilmember Willis seconded the motion which passed with a 5/1 vote.

Opposed:

Councilmember Labowski

Absent:

Mayor Linnartz

D) Public hearing and first reading of an ordinance regarding amendments to Chapter 144 Zoning, Section 5.1 Parking, loading, stacking, and vehicular circulation.

Mayor Pro Tem read the aforementioned item.

Jean Drew presented this item providing a PowerPoint and answered questions from council.

Peter L., David Warmke, and one other individual (name not clear).

Councilmember Campos moved to approve the item. Councilmember Ryan seconded the motion which passed unanimously.

Absent:

Mayor Linnartz

E) Discuss and Consider approval of a resolution relating to establishing the City's intention to reimburse itself for the prior lawful expenditure of funds relating to park land acquisitions from the proceeds of tax-exempt obligations to be issued by the City for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date

Mayor Pro Tem Bowers read the aforementioned item.

Jared Werner presented this item with a short overview and answered questions from council.

David Warmke and Pam Kraft.

Councilmember Campos moved to approve the item. Councilmember Ryan seconded the motion which passed unanimously.

3. EXECUTIVE SESSIONS

In accordance with the Open Meetings Act, Texas Government Code, Ch. 551, 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.

The City Council reserves the right to retire into executive session concerning any of the items listed on this Agenda whenever it is considered necessary and legally justified under the Open Meetings Act (Chapter 551 of the Texas Government Code).

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

- Proposed development agreement with Rockspring Saur, LLC, and related development and roadway matters.
- Municipal Utility Districts; Texas statutes and municipal subdivision development ordinances - NB West.

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

- Public Facility Corporation/Housing Finance Corporation project with Paravel Capital

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

No action at this time.

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

ADJOURNMENT

Mayor Pro Tem Bowers adjourned at 7:47 p.m.

5/13/2024

Agenda Item No. B)

PRESENTER:

Robert Camareno, City Manager

SUBJECT:

Approval of a proposal from Matrix Consulting Group for a Police Department Patrol Staffing Study and the appropriate budget amendment.

DEPARTMENT: CMO and PD**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

The City has had two previous Police Department staffing studies conducted by CPSM. During the most recent budget process, another staffing study was discussed. After much consideration and research, it was decided to go with a different consultant (Matrix Consulting Group) to perform a PD patrol staffing study. Matrix Consulting Group (MCG) was selected based on their qualifications and experience. They have performed over 400 police studies in 44 states, including cities in Texas such as Austin, Boerne, Buda, Burleson, Fort Worth, Kyle and San Antonio. Other clients include Birmingham AL, Los Angeles CA, Miami Beach FL, Phoenix AZ, Portland OR, Raleigh NC, Sacramento CA, San Francisco CA, San Jose CA, St. Louis MO, Tacoma WA and Wichita KS.

Prior to the development of a scope of services, I sent a copy of the most recent CPSM study to the consultant for review and then asked them to conduct a site visit and meet with Chief Lane and other PD staff so that PD can directly express their expectations of the proposed staffing study. After that site visit, Chief Lane and I worked closely with the consultant to develop the proposed scope of services which in summary includes:

- Task 1 - Initiation and Initial Interviews:
 - The consulting team meeting with internal and external stakeholders (interviews with city officials and management team, Chief Lane and command staff in field ops, patrol at all levels - managers, supervisors and line staff) that are designed to help them learn about the department, its goals, the unique factors of the service environment, and to obtain views on issues relevant to the project.
- Task 2 - Develop a Survey for Staff Assigned to Patrol:
 - Input obtained through interviews will be supplemented through an online anonymous survey of employees assigned to Patrol in order to provide the opportunity to participate in the study. The survey will cover a wide range of issues relevant to the study, including perceptions of service levels, community support, training availability, staffing and deployment.
- Task 3 - Develop a Descriptive Profile:
 - The project team will document its initial understanding of Patrol services, its service levels, staffing, and service environment in a comprehensive descriptive profile. The draft document will provide a foundation for subsequent analysis by ensuring the accuracy of the project team's assumptions and

understanding of key details. The profile will also review the key workload and service level drivers in Patrol.

- Task 4 - Analysis of Workload, Staffing and Deployment:
 - The project team will develop an analysis of staffing for Patrol in the City. The analysis will determine strategies for achieving the best use of existing resources as well as optimal staffing to meet the needs of the City.
 - The analysis of patrol workload will include a review of many factors and data. Such as but not limited to:
 - Calls for service by hour and weekday, month, area, priority level.
 - Response and travel times by priority level and call classification.
 - Total spend handling calls by primary and backup units by time and area.
 - Factors and assumptions for other workload factors, such as reports.
 - Patrol self-initiated activities and community engagement strategies, including frequency by hour and weekday, as well as trends in usage of self-initiated activity.
 - Assessment of how PD resources work with and support with crisis response and units involved with unhoused people.
 - Assessment of patrol staffing needs, both overall and at the level of each patrol shift and area, based on workload and targets for proactive time.
 - Assessment of how alternative response is integrated into the total field services.
 - Analysis of patrol supervisory staffing needs based on span of control and their ability to be in the field given administrative workloads.
- Task 5 - Final Report:
 - The final report combines each of the analytical steps and interim deliverables into one document, including recommendations for patrol staffing. The recommendations made as part of the study will be specific, measurable, prioritized, and associated with detailed and comprehensive timeline for implementation.

The project team will also conduct a site visit during the river season so that its impact on Patrol is considered. There project team is estimating a 16-week schedule to complete the study. Total costs for these efforts are an amount not to exceed \$62,000.

Budget Amendment: This initiative was not originally incorporated into the FY 2024 Adopted Budget; therefore, the following budget amendment is recommended for City Council consideration.

<i>From: Non-Departmental: Contingencies</i>	<i>\$62,000</i>
<i>To: Police Department: Operating Costs</i>	<i>\$62,000</i>

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity

Organizational Excellence Community Well-Being N/A

Performance Measure: Seek opportunities for continual improvement of response times, including Police priority one calls.

FISCAL IMPACT:

The budget amendment will provide the necessary allocation to support this initiative, therefore sufficient funds are available.

RECOMMENDATION:

Staff recommends approval.

5/13/2024

Agenda Item No. C)

PRESENTER:

Jordan Matney, Deputy City Manager

SUBJECT:

Approval to authorize the City to enter into a Development Agreement with Rockspring Saur, LLC for Saengerhalle Road reconstruction and widening, drainage and avigation easements, and sound transmission and attenuation.

DEPARTMENT: Planning and Development Services, Transportation and Capital Improvements

COUNCIL DISTRICTS IMPACTED: 2

BACKGROUND INFORMATION:

Rockspring Saur, LLC is a prospective property developer on the southeast side of Saengerhalle Road. The developer has acknowledged that Saengerhalle Road improvements, drainage and avigation easements, and sound attenuation are beneficial to the development of their property and the surrounding area.

ISSUE:

The proposed development agreement will result in sound attenuation, Saengerhalle Road improvements, drainage and avigation easements, and sound attenuation.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

See City staff for official document. Signed documents accepted by City only after approval of legal description.

WHEN RECORDED, RETURN TO:

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

Exempt from Affidavit of Value
under A.R.S. § 11-1134(A)(2, 3)



**CITY OF NEW BRAUNFELS
AVIGATION EASEMENT**

Project No. _____

APN _____

**STATE OF TEXAS
COUNTY OF COMAL**

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

AVIGATION EASEMENT

That **Rockspring Saur LLC**, a Texas limited liability company (“Grantor”), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, does hereby **GIVE, GRANT, and CONVEY** unto **City of New Braunfels, Texas**, a Texas municipal corporation (“Grantee”), a perpetual, non-exclusive easement upon, over and across the parcel of land (the “Easement Property”) described on the legal description and the sketch attached hereto as Exhibits “A”. The purpose of the easement is for a right of flight for aircraft in the airspace above the Easement Property and related appurtenant rights and benefit to the Grantee and the New Braunfels Airport for the use and benefit of the public. Grantee shall include the City, its current and former, elected officials, employees, agents, and assigns as well as the United States of America, its current and former, elected officials, employees, agents, and assigns as a real property interest owner in the real property where the New Braunfels Airport is located.

1. “Aircraft” means any manned or unmanned device that flies.
2. Without limitation, the right of flight includes the right to operate aircraft over and near the Easement Property, and cause any noise, vibration, fumes, light, exhaust, odors, fuel vapor particles, electronic interference, dust, annoyances, nuisances, emissions, and any other effects relating to operating aircraft (collectively “Aircraft Effects”).
3. All Aircraft Effects are included within the scope of the easement, including without limitation those that reach or affect the Easement Property or improvements to the Easement Property, interfere with other uses of the Easement Property, annoy users of the Easement Property, and are caused or made worse by any changes in the following:
 - 3.1 The size, number, method of propulsion, weight, noisiness, design, fuel, category, type or other characteristics of aircraft, and in any aircraft practices, laws, rules,

See City staff for official document. Signed documents accepted by City only after approval of legal description.

policies, circumstances, customs, protocols or procedures.

- 3.2 The airport size, orientation, configuration, location, runway length, improvements or other characteristics, and in any airport practices, laws, rules, policies, circumstances, customs, protocols or procedures.
- 3.3 The flight paths, flight frequency, flight timing, airport operations, climbing and descending, altitudes, takeoff and landing, air traffic control, and in any related aircraft and airport practices, laws, rules, policies, circumstances, customs, protocols or procedures.
- 3.4 Grantor's or others' personal perceptions of Aircraft Effects or sensitivity to Aircraft Effects including but not limited to fear, interference with sleep or communication, and other effects caused by Aircraft Effects.
4. Grantor shall not cause or allow the Easement Property to be used to discharge fumes; smoke; dust; or electronic, light, laser or other emissions, which may obstruct visibility or adversely affect or interfere with the operation of aircraft or any navigational facilities. No building, mast, tree, vegetation, or other thing upon the Easement Property shall exceed Federal Aviation Administration approved height restrictions.
5. Grantor has been advised and understands that:
 - 5.1. All or a portion of the Easement Property is located in a noise-influence area.
 - 5.2. Aircraft Effects might be annoying to users of the Easement Property and might interfere with the unrestricted use and enjoyment of the Easement Property.
 - 5.3. Aircraft Effects may increase over time.
6. Grantor waives all rights, claims, and damages that Grantor may ever have against, and agrees not to sue, Grantee regarding Aircraft Effects. Grantor makes its waivers and agreements for itself, its successors and assigns, in favor of Grantee, and all Grantee's officers, officials, employees, agents, lessees, permittees, invitees, successors and assigns.

Grantor warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Easement Property; that Grantor has a good and lawful right to make the conveyance described herein; and that Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself, its successors and assigns to warrant and forever defend the Easement Property and rights granted herein unto 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.

See City staff for official document. Signed documents accepted by City only after approval of legal description.

See City staff for official document. Signed documents accepted by City only after approval of legal description.

WITNESS THE GRANTOR'S HAND this 8th day of May, 2024.

GRANTOR:

Rockspring Saur LLC,
a Texas limited liability company,



Name: James A. McAlister IV

Title: Managing Member

STATE OF TEXAS

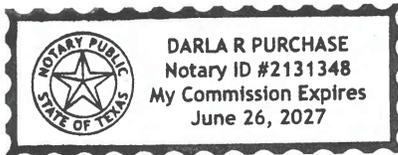
§

COUNTY OF COMAL

§

§

This instrument was acknowledged before me on, this 8th day of May, 2024, by James A. McAlister IV, Managing Member of Rockspring Saur LLC, a Texas limited liability company, on behalf of said Texas company.



Notary Public in and for State of Texas

ACCEPTED BY:

CITY OF NEW BRAUNFELS, TEXAS,
A Texas home-rule municipality,

By _____

Name: _____

Title: _____

Date Signed: _____

See City staff for official document. Signed documents accepted by City only after approval of legal description.



SAUR LANE
GUADALUPE COUNTY, TEXAS
92.387 ACRE TRACT

EXHIBIT "A"

BEING a 92.387 acre (4,024,388 SQ. FT.) tract of land lying in the Antonio Maria Esnairizar Survey, Abstract 20, Guadalupe County, Texas, being all of a called 52.50 acre tract of land described in a deed to Rockspring Saur LLC, a Texas Limited Liability Company and recorded in document number 202399002975, Official Public Records of Guadalupe County, Texas, same being all of a called 17.08 acre tract of land described in a deed to Rockspring Saur LLC, a Texas Limited Liability Company and recorded in document number 202399002927, Official Public Records of Guadalupe County, Texas, same being all of a called 22.80 acre tract of land described in a deed to Rockspring Saur LLC, a Texas Limited Liability Company and recorded in document number 202399002929, Official Public Records of Guadalupe County, Texas, and more particularly described as follows:

BEGINNING at a found 1/2" iron rod in the southeast right-of-way line of Saengerhalle Road (varying width right-of-way) for the west corner of the aforementioned 52.50 acre tract and the north corner of Lot 1, Block 1 of the Saengerhall Estates Subdivision as described and recorded in volume 8, page 451, Map and Plat Records of Guadalupe County, Texas, for the west corner of the herein described 92.387 acre tract;

THENCE along the southeast right-of-way line of the aforementioned Saengerhalle Road and the northwest line of the aforementioned 52.50 acre tract, N45°35'28"E a distance of 2,815.83 feet to a found 1/2" iron rod for a north corner of said 52.50 acre tract, the west corner of a called 10.37 acre tract of land described in a deed to Charles C. Saur and Suzette K. Saur and recorded in document number 202399003051, Official Public Records of Guadalupe County, Texas and a north corner of the herein described 92.387 acre tract;

THENCE leaving the southeast right-of-way line of the aforementioned Saengerhalle Road, along north line of the aforementioned 52.50 acre tract and the southwest line of the aforementioned 10.37 acre tract, S44°45'47"E a distance of 809.25 feet to a found 1/2" iron rod in the northwest line of the aforementioned 17.08 acre tract for the east corner of said 52.50 acre tract, the south corner of said 10.37 acre tract and an interior corner of the herein described 92.387 acre tract;

THENCE along the northwest line of the aforementioned 17.08 acre tract, a southeast line of the aforementioned 10.37 acre tract, the southeast line of a called 1 acre tract of land described in a deed to James Foerg and wife, Janet Foerg and recorded in Volume 425, Page 285, Deed Records of Guadalupe County, Texas and the southeast line of the aforementioned 1 acre tract (Volume 399, Page 106), N45°29'32"E a distance of 665.64 feet to a found 1/2" iron rod in the southwest right-of-way line of Saur Lane (varying width right-of-way) for the north corner of the aforementioned 17.08 acre tract and the east corner of a called 1 acre tract of land described in deed to James E. Foerg and wife, Janet F. Foerg and recorded in volume 399, page 106, Deed Records of Guadalupe County, Texas and a north corner of the herein described 92.387 acre tract;

THENCE along the southwest right-of-way line of the aforementioned Saur Lane and the northeast line of the aforementioned 17.08 acre tract, S44°36'43"E a distance of 324.00 feet to a set 1/2" iron rod with CDS cap for the north corner of a 0.671 Acre Tract described in deed to Leona M. Schuetz of record in Volume 782, Page 652, Deed Records, Guadalupe County, Texas, and a north east corner of the herein described 92.387 acre tract;

See City staff for official document. Signed documents accepted by City only after approval of legal description.

**SAUR LANE
GUADALUPE COUNTY, TEXAS
92.387 ACRE TRACT**

THENCE leaving the southwest right-of-way line of the aforementioned Saur Lane and along the northwest line of the aforementioned 0.671 acre tract and the southeast line of the aforementioned 17.09 acre tract, S45°17'17"W a distance of 360.78 feet to a found ½" iron rod for the west corner of said 0.671 acre tract and interior corner of the herein described 92.387 acre tract;

THENCE departing the southeast line of aforementioned 17.08 acre tract and along the southeast line of the aforementioned 0.671 acre tract and a northeast line of the aforementioned 22.80 acre tract, S44°42'43"E a distance of 81.48 feet to a found 5/8" iron rod for the south corner of said 0.671 acre tract and interior corner of the aforementioned 22.80 acre tract and an interior corner of herein described 92.387 acre tract;

THENCE along the southeast line of the aforementioned 0.671 acre tract and a northwest line of the aforementioned 22.80 acre tract, N45°17'17"E a distance of 178.61 feet to a found 5/8" iron rod along the southeast line of said 0.671 and a north corner of said 22.80 acre tract and a north corner of herein described 92.387 acre tract;

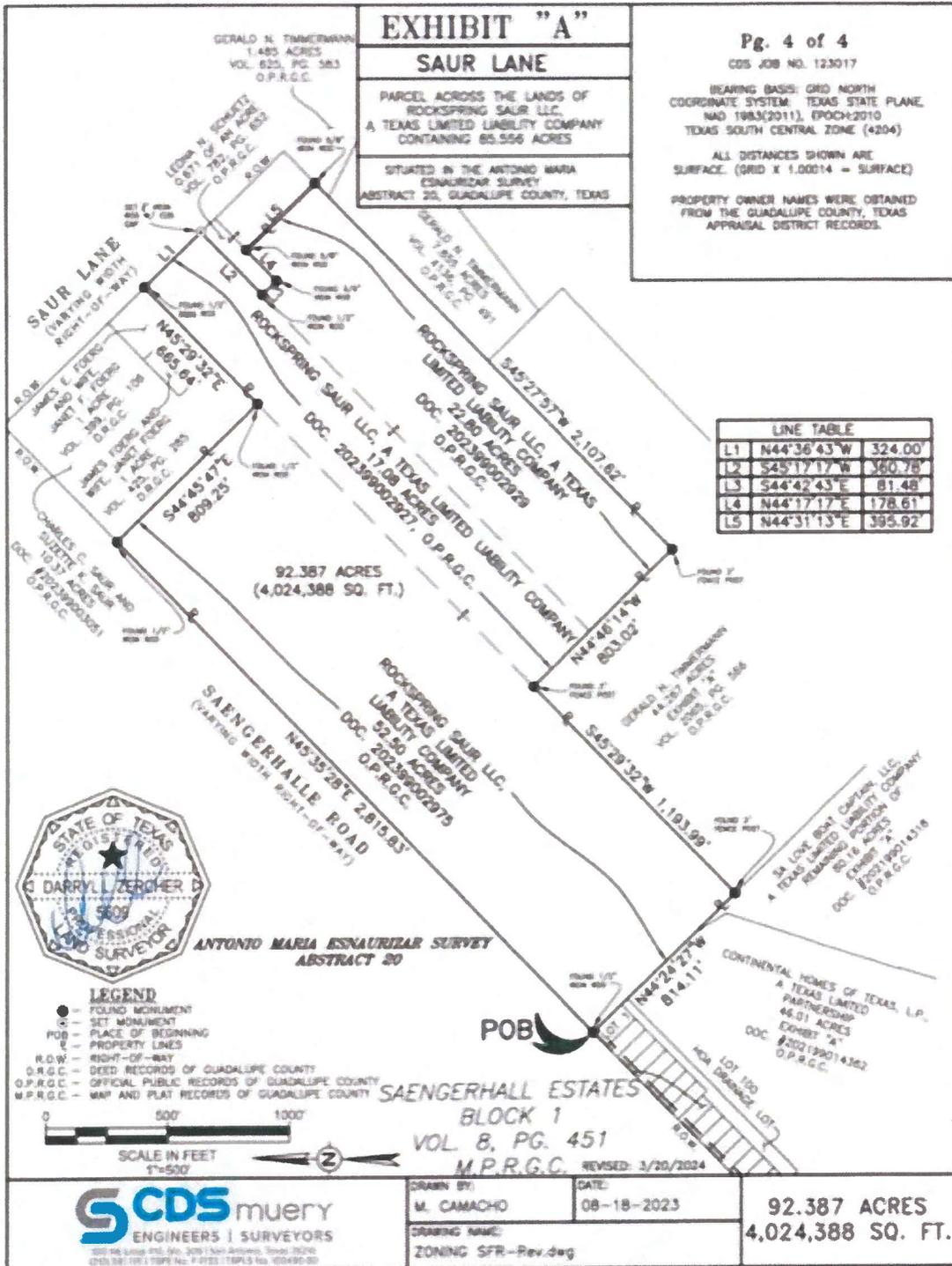
THENCE, departing the southeast line of the aforementioned 0.671 acre tract and along with the northeast line of the aforementioned 22.80 acre tract, S44°31'13"E a distance of 395.92 feet to a 5/8" iron rod along the line of a 1.485 acre tract described in deed to Gerald N. Timmermann recorded in Volume 625, Page 583, Deed Records, Guadalupe County, Texas, for the east corner of herein described 92.387 acre tract;

THENCE along the northwest line of aforementioned 1.485 acre tract and along the southeast line of the aforementioned 22.80 acre tract through the west corner of said 1.485 acre tract and north corner of a called 7.855 acre tract of land described in deed to Gerald N. Timmermann and recorded in volume 4136, page 491, Official Public Records of Guadalupe County, Texas, through a corner and along the northwest line of a called 44.267 acre tract of land described as Exhibit "A" in a deed to Gerald N. Timmermann and recorded in volume 2065, page 566, Official Public Records of Guadalupe County, Texas, S45°27'57"W a distance of 2,107.62 feet to a found 3" post for the south corner of said 22.80 acre tract, an interior corner of said 44.267 acre tract and a south corner of the herein described 92.387 acre tract;

THENCE along the southwest line of the aforementioned 22.80 acre tract, the southwest line of the aforementioned 17.08 acre tract and a northeast line of the aforementioned 44.267 acre tract, N44°46'14"W a distance of 803.02 feet to a found 3" post in the southeast line of the aforementioned 52.50 acre tract for the west corner of said 17.08 acre tract, a north corner of the said 44.267 acre tract and an interior corner of the herein described 92.387 acre tract;

THENCE along the southeast line of the aforementioned 52.50 acre tract and a northwest line of the aforementioned 44.267 acre tract, S45°29'32"W a distance of 1,193.99 feet to a found 3" post in the northeast line of a called 80.16 acre tract of land described as Exhibit "A" in deed to SA Love Boat Captain, LLC, a Texas Limited Liability Company and recorded in document number 202199014318, Official Public Records of Guadalupe County, Texas, for the south corner of said 52.50 acre tract, the east corner of said 44.267 acre tract and a south corner of the herein described 92.387 acre tract;

See City staff for official document. Signed documents accepted by City only after approval of legal description.



DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “*Agreement*”) is entered into by and between the CITY OF NEW BRAUNFELS, TEXAS, a Texas municipal corporation (the “*City*”) and Rockspring Saur, LLC, a Texas limited liability company (“*Developer*”), effective as of the date the City executes this Agreement after Developer first executes this Agreement. The City and Developer shall hereinafter be referred to individually as a “*Party*” and collectively as the “*Parties*”.

WHEREAS, Developer is the owner of the two adjacent properties located at Saengerhalle Road and Saur Lane, more particularly described on Exhibit A attached hereto (the “*Properties*”), subject to the terms and conditions of such contracts;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Saengerhalle Road Reconstruction and Widening. The Developer agrees to reconstruct and widen the existing Saengerhalle Road to a collector roadway section including new pavement structure for the full width of the roadway meeting city standards and necessary utility relocation. The new widened roadway will be 36 feet in width and will have a 10-foot-wide shared use path on the southeast side, meeting city standards. The roadway reconstruction and widening will extend approximately 3,480 feet from the southern property corner to the Saur Lane intersection shown in Exhibit B. The Saengerhalle Road Reconstruction and Widening will be phased in accordance with the Saengerhalle Construction Phasing Plan shown in Exhibit C. The Developer will complete the final engineering design of Phase 1 & Phase 2, as shown in Exhibit C, within twelve (12) months of the Effective Date and submit to the City for approval. The Developer will complete the construction of Phase 1, as shown in Exhibit C, within 12 months following the recordation of the first plat of this development, and Phase 2, as shown in Exhibit C, within thirty six (36) months following the recordation of the first plat of this development, subject to the following provision. In the event Developer will be delayed or hindered or prevented from the performance of any obligation required under this Agreement by reason of strikes, lockouts, inability to procure labor or materials, fire or other casualty, acts of God, riots, insurrection, war or any other reason not within the reasonable control of Developer then the performance of the foregoing obligation will be excused for a period of such delay and the period for the performance act will be extended for a period equivalent to the period of such delay, SAVE AND EXCEPT that no such period of delay shall total more than six (6) months, cumulatively, without the express consent of City. The final engineering design of Phase 1 shall be approved by the City Engineer prior to the issuance of building permits in Sections 1A and 1B, as shown in Exhibit C, and the construction of Phase 1 shall be accepted by the City Engineer prior to issuance of a certificate of occupancy for any units/homes in Sections 1A and 1B as shown in Exhibit C. The final engineering design of Phase 2 shall be approved by the City Engineer prior to the issuance of building permits in Sections 2A and 2B, as shown in Exhibit C, and the construction of Phase 2 shall be accepted by the City Engineer prior to issuance of a certificate of occupancy for any units/homes in Sections 2A and 2B as shown in Exhibit C. The Developer’s Engineer has determined that there is sufficient existing right of way to construct the proposed infrastructure detailed in this section and no additional right of way will be required of the Developer. The Developer will coordinate design review milestones and construction of each phase of the final engineering design and construction of Saengerhalle Road with the City Engineer. The Developer further agrees to provide security, subject to approval by the City

Engineer and City Attorney, within 60 days after the approval of the final engineering design and cost estimate for the construction of both phases of the Saengerhalle Road Reconstruction and Widening. The Developer agrees to waive its right to apply or appeal for rough proportionality analysis and reimbursement for the Saengerhalle Road Reconstruction and Widening, as shown in Exhibit B.

2. 30-foot Drainage Easement. The Developer shall dedicate to the City, upon the City’s request, a 30-foot-wide drainage easement to be placed within the property from Saur Lane to the southwest corner of the property, along the general alignment shown on Exhibit D to be used for future drainage improvements, including drainage infrastructure associated with the Barbarosa Road/Saur Lane Reconstruction Project. The Developer will have full rights to use the drainage easement to convey water on site and into the easement as necessary and the Developer may use underground culverts to convey the necessary drainage and is allowed to build over the dedicated easement in accordance with the City’s drainage criteria as such.

3. Avigation Easement: An avigation easement will be provided over the Properties in order to provide an indemnity to the City from any future actions from the Properties’ owner and all future residents from all airport effects and impacts and transfers to the new owner(s) if the property is sold. All residents will be notified of this avigation easement upon purchase or rental of property. The avigation easement will be granted pursuant to a separate instrument subject to reasonable terms and conditions approved by the City and Developer and shall be executed prior the execution of this Agreement and filed in the public records of Guadalupe and Comal counties after execution of this Agreement.

4. Sound Transmission – Within the Property, the structures constructed will meet the minimum requirements as written in Section 1206 Sound Transmission, of the 2021 IBC. If there are any conflicts between this section and Section 5 below, the more restrictive will govern.

5. Sound Attenuation – Within the Property, all habitable portions of structures shall be designed and constructed to achieve either: an outside to inside noise level reduction (NLR) of at least twenty-five (25) a-weighted decibels (dBA), or be built to the standards set forth in subsection (1)B. below.

These standards are required regardless of whether the land use is stand-alone as a single use or part of a larger development that may include more than one land use.

(1) Options for Compliance. Compliance may be demonstrated using one of the following methods:

A. Use simultaneous noise readings of instantaneous outside and inside noise levels in accordance with ASTM E 966 to ensure the structure achieves an outside to inside NLR of at least twenty-five (25) dBA; or

B. Utilize construction materials with a minimum tested or listed sound transmission class (STC) rating of forty (40), in accordance with ASTM E 90, for walls and ceilings, and with a minimum tested or listed STC rating for doors and windows as specified below, in accordance with the following construction methods:

1. Walls. The specific exterior wall assemblies listed below shall include the interior finishes set forth therein. Exception: Exterior wall assemblies or materials that have been

tested or listed with a minimum STC rating of forty (40).

- a. Brick veneer. When exterior walls are constructed using brick veneer, a minimum of one-half ($\frac{1}{2}$) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half ($3\frac{1}{2}$) inches of foam insulation shall be sprayed in as allowed by the building and fire code.
- b. Vinyl or cement sidings. When exterior walls are constructed using vinyl or cement sidings, a minimum of five-eighths ($\frac{5}{8}$) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half ($3\frac{1}{2}$) inches of foam insulation shall be sprayed in as allowed by the building and fire code.
- c. Other assemblies and materials. All other exterior wall assemblies or materials shall have a tested or listed minimum STC rating of forty (40).

2. Roof/Ceiling Assemblies. Roof/ceiling assemblies shall be constructed in accordance with the requirements of subsections a or b below. Exception: Roof/ceiling assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).

- a. Ceilings with unconditioned attic space shall be insulated with a minimum of one-half ($\frac{1}{2}$) inch gypsum drywall on the interior ceiling side covered with a minimum of twelve (12) inches of blown in fiberglass insulation, or a minimum of three and one-half ($3\frac{1}{2}$) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.
- b. Ceilings without attic space above shall be insulated with a minimum of five-eighths ($\frac{5}{8}$) inch gypsum drywall on the interior side filled with a minimum of nine (9) inches of fiberglass batt insulation with a one (1) inch air space between the roof sheathing and the fiberglass, or a minimum of three and one-half ($3\frac{1}{2}$) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code

3. Windows. The cavity between the wood framing and the window frame shall be insulated with fiberglass insulation or foam insulation to the depth of the window frame.

- a. If the exterior windows and doors together comprise no more than thirty (30) percent of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty (30).
- b. If the exterior windows and doors together comprise more than thirty (30) percent but no more than forty (40) percent of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty-two (32).
- c. If the exterior windows and doors together comprise more than forty (40) percent of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of forty (40).

4. Doors.

- a. If the exterior windows and doors together comprise no more than thirty (30) percent of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty (30).
- b. If the exterior windows and doors together comprise more than thirty (30) percent but no more than forty (40) percent of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty-two (32).
- c. If the exterior windows and doors together comprise more than forty (40) percent of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC

rating of forty (40). Exception: An exterior door may have a tested or listed STC rating of less than forty (40) when installed with a storm door which when combined, achieve a minimum tested or listed STC rating of forty (40).

5. Mechanical Systems. Mechanical ventilation systems (HVAC) shall provide minimum air circulation and fresh air requirements for various uses in occupied rooms without the need to open any windows, doors, or other openings to the exterior.

- a. In-window, through-wall, or through-floor air conditioning, ventilating, or heating units may be used if:
 - i. the above insulation requirements for walls, ceilings, windows and doors are implemented, or
 - ii. walls, ceilings, windows and doors have a minimum tested or listed STC rating of forty (40).
- b. Evaporative coolers may be installed if the following is implemented to reduce sound entering through the unit:
 - i. Insert a duct extension with at least two (2) ninety degree (90°) "elbows" between the structure and the unit.
 - ii. Add acoustically designed "upducts" in the ceiling of each room to allow proper circulation of air while windows are closed.

(2) Certification

- A. Prior to approval of final inspection or issuance of a certificate of occupancy, all project applicants shall submit to the planning and development services department a signed statement certifying compliance with this section.
- B. A single certification statement for multiple structures in the same development may be used as long as the structures implement the same floor plans and construction methods.

6. City Right of Entry. During periods of design and construction of the Barbarosa Road/Saur Lane Reconstruction Project, separate and apart from the Saengerhalle Road Reconstruction and Widening Project, and prior to acceptance of same by the City, the Developer agrees to grant the City the right of entry and access to the Properties for the purposes of boundary (ground) and topographic surveying, environmental site assessment, archaeological surveying and soil sampling, geotechnical investigation and other related activities in connection with the design and construction of the Barbarosa Road/Saur Lane Reconstruction Project and associated drainage infrastructure within the Properties as generally depicted in Exhibit D. Such access shall be subject to (i) the City providing Developer with advance written notice of at least 48 hours for each design and construction phase, (ii) Developer's right to accompany the City or its contractors and employees during any access of or entry on the Properties, and (iii) all rights of Developer to construct its project on the Properties. The foregoing right of entry and access shall terminate upon completion of the Barbarosa Road/Saur Lane Project and associated drainage infrastructure and shall not include any right of the City to perform any invasive or obtrusive testing of the Properties except for the above stated procedures. The City's access of the Properties pursuant to this section shall not result in any damage to any developer installed infrastructure and fencing located on the Properties and any access or entry activities undertaken by the City shall be at the sole risk of the City. Any damage to any developer installed infrastructure and fencing, caused due to the right of entry will be the responsibility of the City to repair.

7. Binding Effect. This agreement binds, benefits, and may be enforced by the Parties
Development Agreement Page 4

and their respective successors and assigns. Developer may assign this Agreement to (i) any owner of the Properties or (ii) any entity or entities that succeed to Developer's interests in the contracts to purchase the Properties.

8. Equitable Rights of Enforcement. This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

9. Modification. The provisions of this Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify, or discharge the same in whole or in part unless such agreement is in writing and is signed by the City and Developer.

10. Choice of Law. This agreement will be construed under the laws of the state of Texas. Exclusive venue shall lie in Comal County, Texas.

11. Counterparts. This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

12. Waiver of Default. A default is not waived if the non-defaulting Party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

13. Entire Agreement. This agreement and any exhibits are the entire agreement of the Parties concerning the subject matter described herein. There are no representations, agreements, warranties, or promises, and neither Party is relying on any statements or representations of the other Party or any agent of the other Party, that are not in this agreement and any exhibits.

14. Legal Construction. If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

15. Notices. Any notice, communication, request, demand, reply or advice (severally and collectively referred to as "**Notice**") in this Agreement required or permitted to be given, made or accepted must be in writing. Notice may, unless otherwise specifically provided herein, be given or served (a) by depositing the same in a receptacle regularly maintained and serviced by the United States Postal Service, postage pre-paid, registered or certified, and addressed to the Party to be notified, with return receipt requested, (b) by delivering the same to such party, or an agent of such

party, in person or by commercial courier or (c) by regular mail, facsimile transmission, email or other commercially reasonable means addressed to the party to be notified. Notice sent by registered or certified mail in the manner hereinabove described shall be effective on the date of deposit as evidenced by the mail receipt stamped by the post office. Notice given in any other manner shall be effective only if and when received by the party to be notified. A Party's legal counsel may give any notice on its client's behalf. For the purposes of Notice, the addresses of the parties shall, until changed as provided below, be as follows.

If to City: City Engineer
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

With a copy to: City Attorney
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

If to Developer: Rockspring Saur, LLC
Attn.: David Orr
3200 Southwest Freeway, Suite 3000
Houston, Texas 77027 | david@rockspring.com

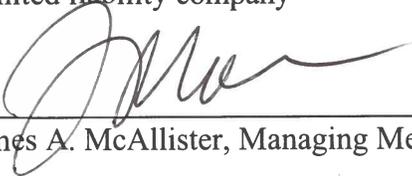
The addresses and addressees, for the purpose of this Agreement, may be changed by the Parties by giving notice of such change to the other Party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated herein will be deemed to continue in effect for all purposes.

16. City Approval. This Agreement shall be approved by the City Council by formal action and shall be effective upon the signature of all parties hereto. The City shall be the last Party to execute this Agreement.

[Signature pages follow]

DEVELOPER:

Rockspring Saur, LLC,
a Texas limited liability company

By: 
James A. McAllister, Managing Member

Date: May 8, 2024

CITY:

CITY OF NEW BRAUNFELS, TEXAS

By: _____

Name: _____

Title: _____

Date: _____ (Effective Date)

Exhibit A

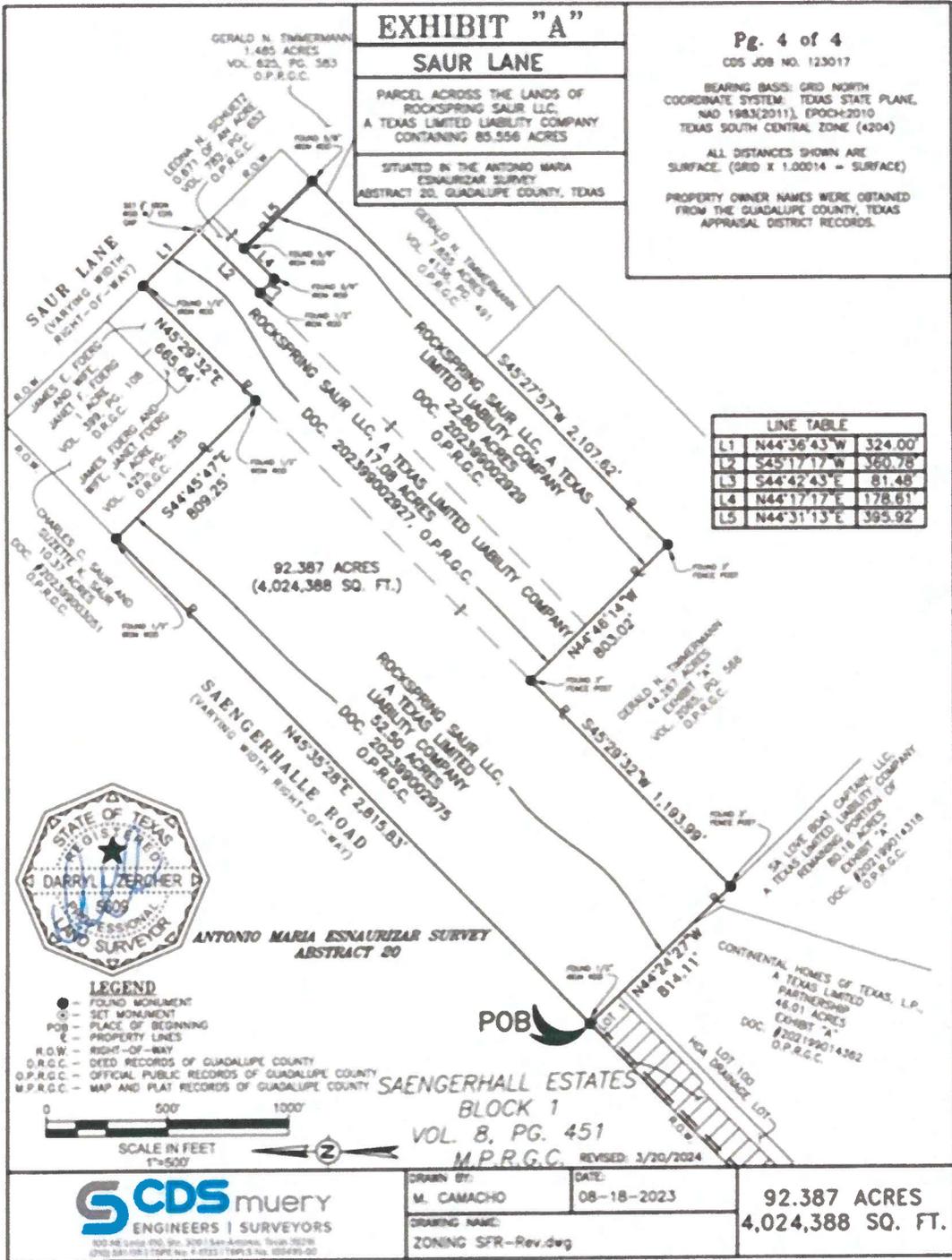


Exhibit B

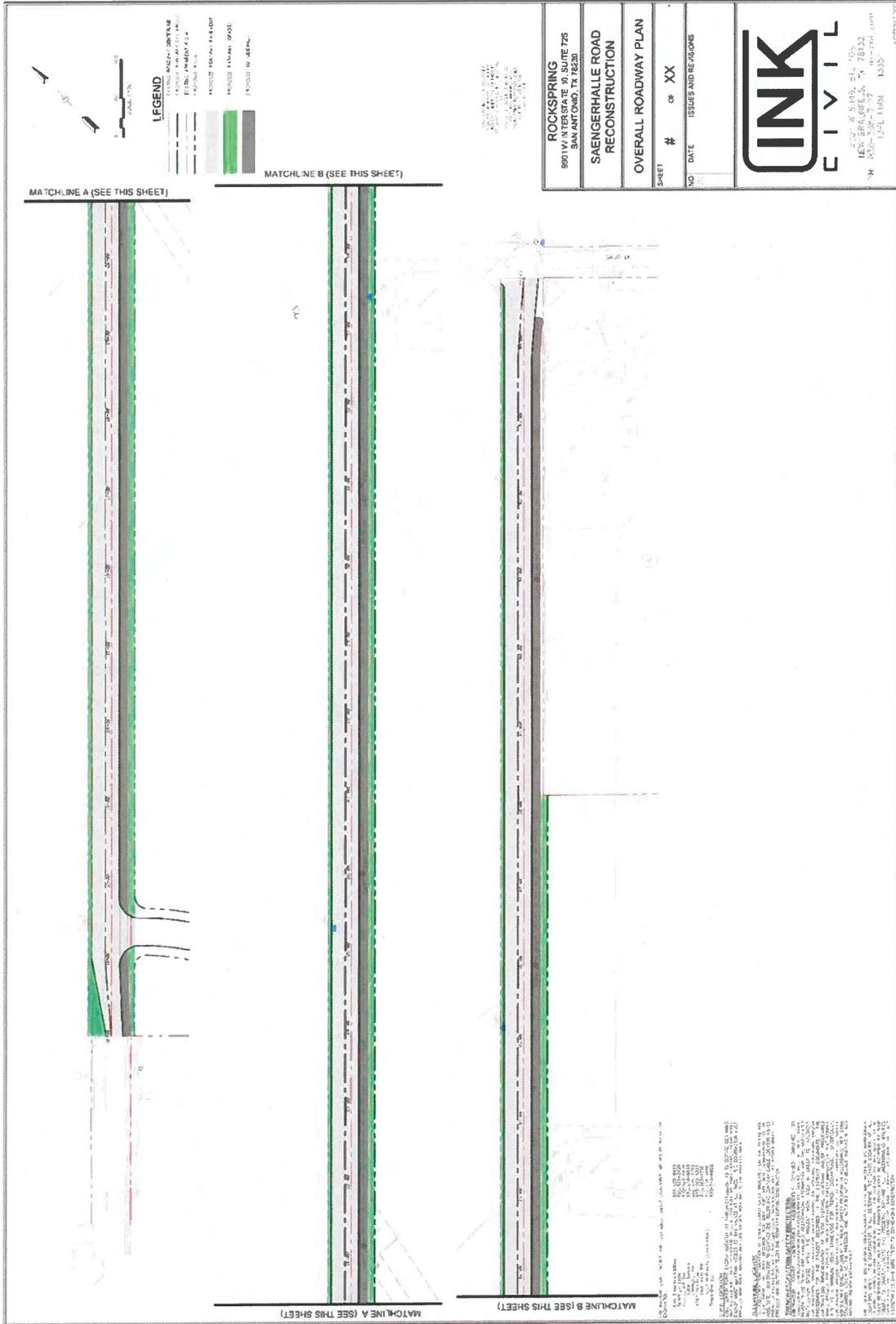


Exhibit C

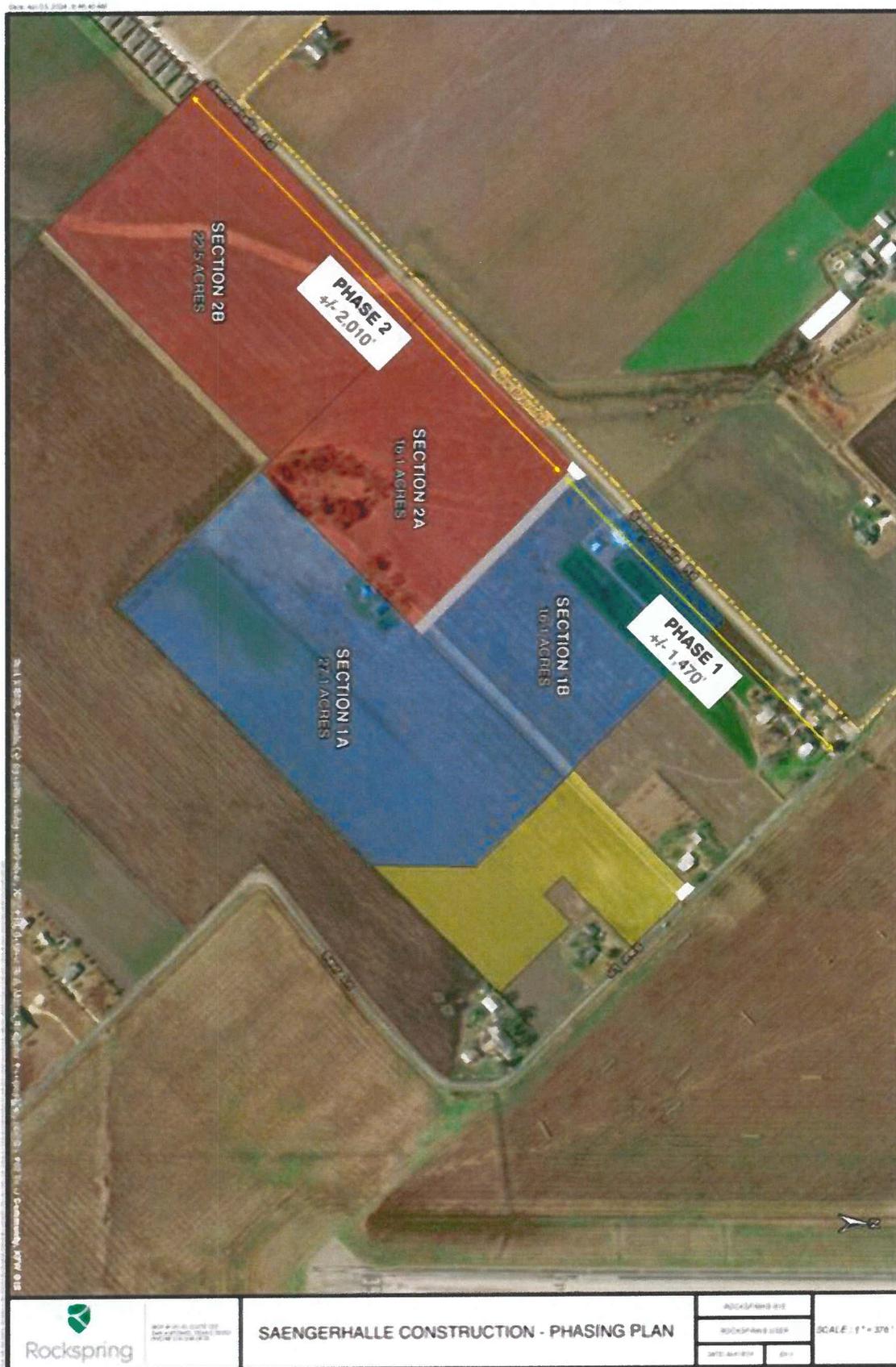
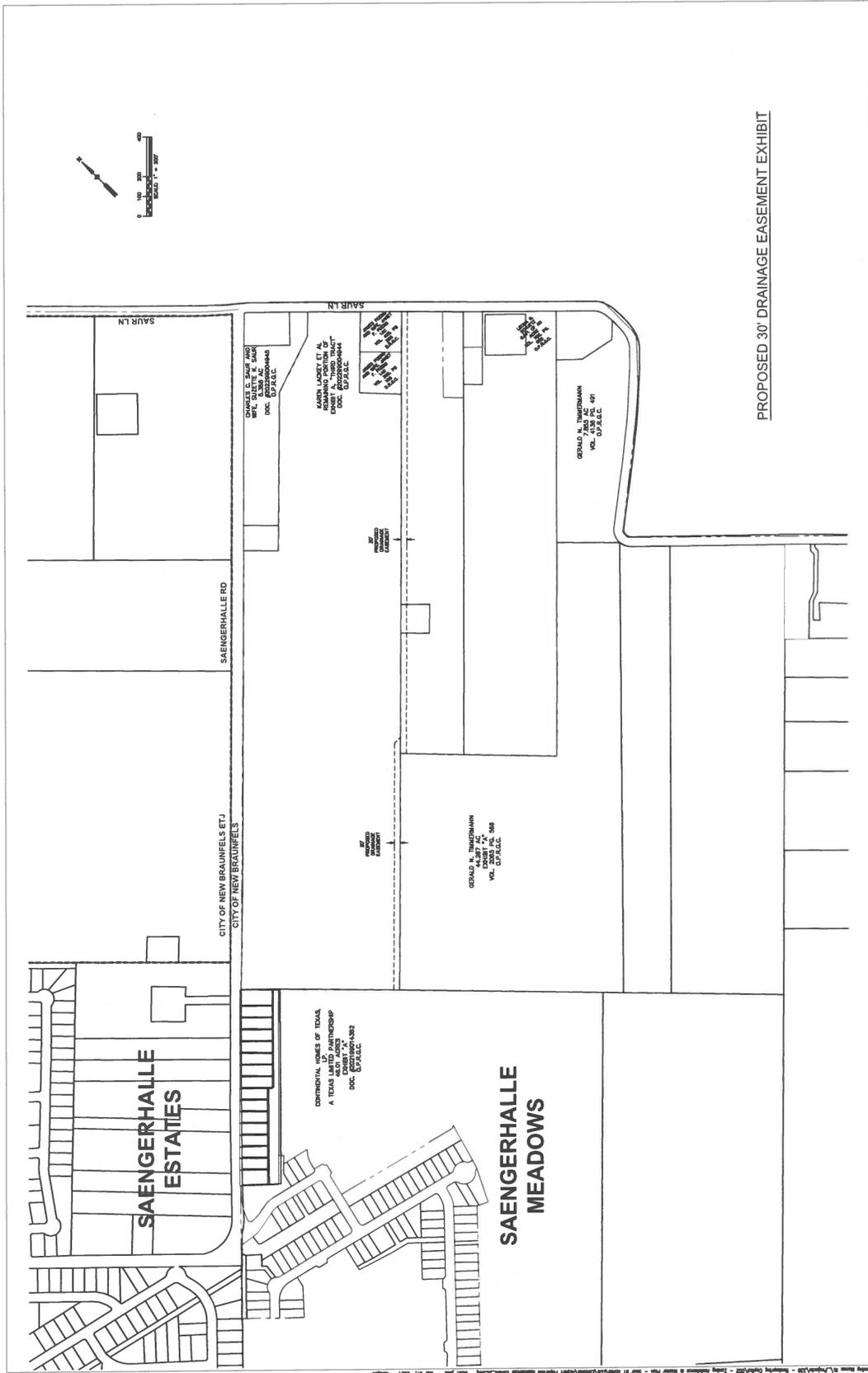


Exhibit D



5/13/2024

Agenda Item No. D)

PRESENTER:

Ruth Sandoval, Municipal Court Administrator

SUBJECT:

Approval of a contract with McCreary, Veselka, Bragg & Allen P.C. for support of case resolutions and delinquent account collections.

DEPARTMENT: Municipal Court**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

The city municipal court receives between 11,300 to 14,000 filings each year and issues approximately 1,500 warrants each year. From those cases, there are approximately 9,300 inactive and past due cases that range from \$50 to \$1,500. A Request for Proposal was issued on February 16, 2024, for a qualified service provider to support Case Resolution and Delinquent Account Collections on behalf of the City's Municipal Court. The City received three responses, and after evaluation, the staff is recommending McCreary, Veselka, Bragg & Allen P.C., MBVA, be awarded a one-year term with the option of three one-year term renewals.

The courts have the opportunity with this partnership to collect outstanding fines for cases that are out of compliance. This will reduce the number of stale cases and increase revenue for fines and court costs. Article 103.0031 of the Code of Criminal Procedure permits a thirty percent (30%) of the total amount due the court may be added to the defendant's case by the court. The fee sequence will be set to allocate the collection fee after State fees and Court costs. This ensures that the collection fees, MVBA's fee, is applied after all other mandatory fees have been allocated.

MVBA is providing a twenty percent (20%) of all revenues paid to MVBA by the City be paid to the City to help manage the relationship and information exchange with MVBA.

Other enhanced services they will provide at no additional cost include pre-warrant calls, warrant-round-up/warrant resolution services, warrant round-up pre-collection mailings, GIS mapping tool, specialized skip-tracing services, scofflaw processing and reporting.

ISSUE:

Municipal Court has outstanding cases that need to be brought into compliance with the collection of fines and court costs. This contract will provide a third party to collect these fines on behalf of the city.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The fees paid to MVBA are based on what is only collected from the defendants outstanding fines. The City will not incur additional costs, therefore there are sufficient funds to support this contract.

RECOMMENDATION:

Staff recommends approval of a contract with McCreary, Veselka, Bragg & Allen P.C. for support of case resolutions and delinquent account collections.



McCreary Veselka Bragg & Allen P.C. Attorneys at Law

Proposal for:

City of New Braunfels, Texas

RFP 24-011

**Case Resolution and Delinquent
Account Collections**

Prepared by:

McCreary, Veselka, Bragg & Allen P.C.

700 Jeffrey Way Suite 100

Round Rock, TX 78665

800-369-9000 ext 275

Contact: Steven Whigham/Director of Operations

TAB 1

Solicitation & Offer Form



**SOLICITATION
AND
OFFER**

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

Solicitation Number: RFP 24-011

Invitation for Bid (IFB)

Date Issued:

Case Resolution and Delinquent Account Collections

Request for Proposals (RFP)

February 16, 2024

SOLICITATION

Questions may be submitted until **March 1, 2024, 5:00 P.M. (Central Time)**

Respondents must submit online or sealed responses containing one (1) signed original hardcopy and one (1) in electronic format (USB).

Submissions will be received at the office of the City Secretary at the address shown above until: **3:00 P.M. (CST), March 12, 2024**

Submissions received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact:

Barbara Coleman,
Purchasing
Manager

Email: bcoleman@newbraunfels.gov

(NO collect calls, Telegraphic, Email, On-Line or Fax offers accepted)

5% Proposal Bond Required: YES NO

100% Payment Bond Required: YES NO

100% Performance Bond Required: YES NO

OFFER

(This portion must be fully completed by Proposer.)

RFP's must be submitted by persons authorized to commit the responding qualified respondent to a procurement contract or agreement. By submitting your written proposal, you represent and warrant that your submitted proposal does not contain information that will violate the rights of any third party.

Respondent will comply with the General Terms and Conditions required by the City of New Braunfels.

In compliance with the above, upon contract award the undersigned offers and agrees to furnish any or all items or services awarded for each item delivered at the designated point(s) and within the time specified herein.

CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS AND ADDENDA.

SIGNATURE IS MANDATORY; ELECTRONIC OR MANUAL SIGNATURES WILL BE ACCEPTED. SIGNATURE SHOULD ALSO BE REFLECTED ON USB COPY OR ELECTRONIC SUBMISSION.

Name **Steven W. Whigham**

and

Address **700 Jeffrey Way, Suite 100, Round Rock, TX 78665**
of Respondent:

Name and Title of Person Authorized to Sign Offer:

Steven W. Whigham

E-Mail Address: swhigham@mvalaw.com

Phone Number: **512-323-3200**

Fax Number: **512-323-3210**

Signature:

Date: **March 10, 2024**

Name, Address, email, and Telephone Number of Person authorized to conduct negotiations on behalf of Respondent.

Same as above

(Applies to Request for Proposal only)



<input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION
<input type="checkbox"/> MODIFICATION OF CONTRACT

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

1. Solicitation No. RFP 24-011 Legal Services - Case Resolution and Delinquent Case Collections	2. Contract No.	3a. Amendment No. 1 3b. Modification No.	4. Effective Date of this Action 4-Mar-24
5. Name and Address of Offeror or Contractor McCreary, Veselka, Bragg & Allen, P.C. 700 Jeffrey Way, Suite 100 Round Rock, TX 78665		6. For Information Call: Barbara Coleman Purchasing Manager Phone No.: 830-221-4389 Email: bcoleman@newbraunfels.gov	7. Amount of Contract/Order is: Increased by: Decreased by: \$ _____ New Total: <input type="checkbox"/> Unchanged

8. THIS BLOCK APPLIES TO AMENDMENTS OF SOLICITATIONS ONLY:

The above numbered solicitation is amended as set forth in Block 10 below.

The date and time specified for receipt of offers IS NOT extended.
 THE DATE AND TIME SPECIFIED FOR RECEIPT OF OFFERS IS CHANGED TO:

Offerors must acknowledge receipt of this amendment prior to the date and time specified in the solicitation or as amended by one of the following methods:

- (i) By completing Blocks 5 and 11 and returning this Amendment in the number of copies specified for the solicitation;
- (ii) By acknowledging receipt of this Amendment on each copy of the bid submitted; or,
- (iii) By separate letter, telegram, or fax referencing the solicitation and amendment.

If by virtue of this Amendment offeror desires to change an offer already submitted, such change may be made by letter or email, provided each such notice makes reference to the solicitation AND this Amendment and is received prior to the date and time specified.

NOTICE: NON-RECEIPT OF YOUR OFFER AND THIS AMENDMENT AT THE DESIGNATED PLACE WITHIN THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

9. THIS BLOCK APPLIES TO MODIFICATIONS TO CONTRACTS, DELIVERY OR PURCHASE ORDERS ONLY.

The above numbered Contract, Delivery, or Purchase order is modified as set forth in block 10 below.

- This Change Order is issued in accordance with authority granted by instrument referenced in block 2.
- The instrument in Block 2 is modified to reflect administrative changes.
- This Supplemental Agreement is entered into pursuant to the Authority of: General Provision #2 Changes.
- Other (Specify type of modification and authority): _____
- CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT.
- Contractor is not required to sign this document but is requested to acknowledge receipt.

10. DESCRIPTION OF CHANGES:

a. This addendum is issued to provide answers to questions received before the close of the discovery period of March 1, 2024.

- Attached are the questions and answers received from all requests.

Except as provided herein, all terms and conditions of the document referenced above remain unchanged and in full force and effect.

11a. SIGNATURE OF OFFEROR OR CONTRACTOR 	CITY OF NEW BRAUNFELS, TEXAS
11b. PRINTED NAME AND TITLE Steven W. Whigham Director of Operations	11c. DATE March 10, 2024
SIGNED Barbara Coleman Purchasing Manager	
Date 4-Mar-24	

TAB 2

*Attachment A – Cost
Proposal Form*

ATTACHMENT A

COST PROPOSAL FORM

Proposal of: McCreary, Veselka, Bragg, & Allen, P.C. (Proposer Company Name)

SUBMITTAL REQUIREMENTS:

Provide the overall cost the City is required to secure Proposer’s proposed Goods and/or Services. Contractor is required to supply pricing for any labor and materials necessary to support the requested scope of work.

Provide with this Attachment A, the Contractor Rate Schedule pricing.

- Provide your firms list of fees and total cost for the collection services that support the City’s scope of work as described in section 4 of this proposal.
- Fee/rate schedule shall be included which will be valid for the term of the contract.
- The city is looking for a price per service and other additional alternative resources that your firm performs that support case resolution and the collection of outstanding fines, costs and fees.

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

OFFER TO: CITY OF NEW BRAUNFELS:

The Undersigned hereby offers and agrees to furnish the services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal. Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed percentage) below.

ADDENDA:

The undersigned hereby acknowledges receipt of the following addenda to the provisions and requirements of which addenda have been taken into consideration in the preparation of this Proposal.

Addendum No. 1 Dated March 4, 2024

Addendum No. Dated

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if the Offer is accepted by the City of New Braunfels, to enter into a Contract to provide the stated goods and/or services for the term as stated herein in accordance with the Scope of Work, Specifications, and Terms and Conditions, together with any written Addenda as specified above and any negotiated terms. If this offer is accepted and signed by the City of New Braunfels, this RFP document, together with any written Addenda and any negotiated terms shall be (collectively) the contract.

NON-COLLUSION:

The undersigned, by submission of this Proposal Form and other required forms, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

ATTACHMENT A
COST PROPOSAL FORM – SIGNATURE PAGE

I certify, under penalty of perjury, that I have the legal authorization to bind the Respondent/firm hereunder:

McCreary, Veselka, Bragg, & Allen, P.C.

Company Name

March 10, 2024

Date



Signature of Person Authorized to Sign

Director of Operations

Title

Steven W. Whigham

Printed Name

Email: swhigham@mvalaw.com

TAB 3

Cover Letter

City of New Braunfels, Texas

RFP # 24-011, Case Resolution and Delinquent Account Collections

EXECUTIVE SUMMARY

INTRODUCTION

Thank you for the opportunity to present a proposal to the City of New Braunfels for Legal Services-Case Resolution and Delinquent Account Collections.

The firm takes great pride in impeccable client service. We believe the trust of our current clients and our continued growth is a direct result of the dedicated services, collection efforts, and resources we provide to every client. We aim to continue building a long-term, mutually beneficial, quality client partnership through a cooperative atmosphere of respect and transparency.

MVBA takes no exceptions to the requirements outlined in the City's Request for Proposal (RFP). The persons authorized to make representation and bind MVBA in this RFP are:

Matthew Tepper/Attorney Shareholder
700 Jeffrey Way Suite 100
Round Rock, Texas 78665
Phone: 512-323-3200 ext 244
Email: mtepper@mvalaw.com

Steven Whigham/Director of Operations
700 Jeffrey Way Suite 100
Round Rock, Texas 78665
Phone: 512-323-3200 ext 275
Email: swhigham@mvalaw.com

McCreary, Veselka, Bragg & Allen, PC (MVBA), has been in the business of delinquent governmental collections for 61 years. The first 40 years were focused solely on delinquent ad valorem property tax collections on behalf of various taxing entities across the state. When Article 103.0031 of the Texas Code of Criminal Procedure was amended at the turn of the century, we could extend our experience, knowledge, and custom-built in-house infrastructure of people, processes, and technology to begin serving courts like yours.

Concentrating our efforts and resources on impeccable client service, we have grown our business almost exclusively through referrals and repeat customers who have entrusted us with additional delinquent collections. As previously stated, we aim to build long-term, mutually beneficial, quality client partnerships through a cooperative atmosphere of trust and transparency.

The City of New Braunfels will be treated as one of our premier clients. When awarded this contract, the City and Court staff and all defendants, local and otherwise, will get the best MVBA has to offer, tailored and customized to the City's specific needs. You can expect thoughtful and attentive account management throughout our relationship as we identify and meet needs common to all municipal courts and those unique to the City of New Braunfels.

City of New Braunfels, Texas

RFP # 24-011, Case Resolution and Delinquent Account Collections

With our local office in the Comal County Tax Office, we consider the City of New Braunfels more than just a client. Many of our employees live in New Braunfels and the larger Comal County area. That means we are committed to increasing the City's revenue and helping the community grow.

SERVICE HIGHLIGHTS

While City Staff can access, query, and update all case information anytime they like using their secured credentialed login to our online portal, Staff can also rely on concierge services.

Our full-time IT and Client Services teams ensure that integration between your database and software and our database and software goes seamlessly, without hesitation, hiccup, or incident. We have extensive experience integrating with Incode version 9 and all other Tyler Technology products, working with their systems and the data in their systems all day.

Our notion of impeccable client service extends to every contact we make, every time. Highly trained contact center personnel are dedicated to maintaining and enhancing the City's positive image in the community. We strive for no less than exceptional public relations.

Through professional associations, industry and other contacts, and a decades-old nationwide network, the firm stays up-to-date and well-versed on all new changes in federal and state rules and regulations governing collections and all best practices, quality controls, advanced technology, and upcoming industry opportunities.

In years past, the firm has spearheaded many successful statewide warrant round-ups or resolution programs utilizing an extensive toolbox of strategies and methods to reach defendants and let them know they have outstanding court cases and how to resolve them. We have successfully managed this program for our clients for almost two decades. These efforts have resulted in high case resolutions, clearing the backlog of outstanding warrants.

We leave no stone unturned in finding current addresses for your defendants. With our statewide presence across the state and in neighboring cities and counties, in addition to our skip tracing partners and address research staff, we have a high likelihood of finding your defendants so we can reach out to them with phone calls, English and Spanish letters, and text messages, as appropriate. Also, if we receive notification from family or mail that a defendant is deceased, our skip-tracers will research to find either a death certificate or obituary to confirm. The court will receive copies of the death certificate or any other documentation we received regarding the defendant's death.

We appreciate the City's request to receive all payments directly from defendants, and we can and have administered programs like this. From decades of experience, we would advise that giving defendants more opportunities to pay their delinquency results in more paid and resolved delinquencies.

City of New Braunfels, Texas

RFP # 24-011, Case Resolution and Delinquent Account Collections

As we say in our tagline, MVBA Goes Further. We believe this is true in everything we do, from the privacy of the City's case files to staffing a contact center with minimal employee turnover. Staff member's content in their workplace makes them better representatives on behalf of our clients.

SUMMARY

As many government entities in the state have learned, there is a fundamental difference between "capability" and "willingness" when it comes to collection agencies and collection attorney firms consistently delivering quality service.

We have concentrated our resources on client service and have grown almost exclusively through client referrals and expanded portfolios from our government clients. Our goal has been to develop long-term quality client partnerships by clearly identifying each client's needs and requirements and meeting or exceeding them daily. Our clients will attest that this approach to service has been a tremendous advantage to them. The quality of our efforts has resulted in a cooperative atmosphere of confidence and trust, leading to outstanding client relations, community awareness, mutually increased profits, and improved working conditions for all concerned.

Due to a solid, robust program established and in place in many cities throughout the state, including your neighbor, the City of Port Arthur, coupled with exceptional recovery rates, we believe MVBA is uniquely qualified to perform municipal court collection services for the City.

What makes MVBA an excellent choice as your collection resource?

- ***Dedication to exceptional public relations***
- ***Commitment to maintaining the positive image of the City***
- ***Client confidence developed through our long-term relationship***
- ***Willingness to meet your City's changing needs***
- ***Superior training and quality controls***
- ***Highly trained personnel and personal service***
- ***Advanced technical capabilities***
- ***Our devotion solely to the collection of governmental accounts***

City of New Braunfels, Texas

RFP # 24-011, Case Resolution and Delinquent Account Collections

Should you elect to utilize MVBA's services, we are confident you will find our ethics, expertise, and effectiveness unmatched in the collection industry.

We appreciate your time and consideration of our response. We would be honored if the Selection Committee chose our firm to begin a fruitful relationship. Should you have any questions or concerns, please feel free to contact me on my cell at (512) 323-3275 or via email at Steve.Whigham@mvalaw.com.

Sincerely,



Steven W. Whigham
Director of Operations

TAB 4

*Attachment B – Company
Information & Certifications*

ATTACHMENT B

COMPANY INFORMATION AND CERTIFICATIONS

1. Company Information:

- Company name: McCreary, Veselka, Bragg, & Allen, P.C.
- Company address: 700 Jeffrey Way, Suite 100, Round Rock, TX 78665
- Year established: 1961
- Number of years in business under present name: 32
- Form of ownership: Proprietorship Partnership Corporation Other (specify)
- Federal Employer Identification Number: 74-2305409
- Texas Comptroller's Taxpayer Number, if applicable: _____
- DUNS NUMBER: 112701230

2. Subcontractor(s), if applicable:

- Subcontractor(s) will not be used to complete this contract.
- Subcontractor(s) will be used to complete this contract. *(Attach a list if additional space is necessary.)*

Subcontractor Name: _____

Percentage (%) of Total Contract: _____

Mailing Address: _____

3. If awarded, Respondent's primary point of contact for City account is:

Name: Steven W. Whigham

Title: Director of Operations

Office Location: 700 Jeffrey Way, Suite 100, Round Rock, TX 78665

Mailing Address: PO Box 1310, Round Rock, TX 78680

* Telephone Number: 512-323-3200 Fax Number: 512-323-3210

Email Address: swhigham@mvalaw.com

** Emergency Contact Number for After-Hours Service: 512-393-8685

*** A representative of the company must be available to answer phone calls from City Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time).**

4. If awarded, Respondent shall indicate preferred method for which City is to notify Awarded Contractor of purchase orders:

Purchase Orders shall be communicated via: (check all that apply) ___ Phone ___ Fax X Email

Contact Person: Steven W. Whigham

Phone: 512-323-3200

Fax: 512-323-3210

Email Address: swhigham@mvalaw.com

VENDOR CERTIFICATIONS

DEBARMENT/SUSPENSION INFORMATION:

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity or is Respondent listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>?
- Yes No

If **yes**, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, or listed at epls.gov and state the reason for or circumstances surrounding the debarment, suspension or ineligible for federal procurement, including but not limited to the period of time for such debarment, suspension or ineligibility.

CERTIFICATIONS:

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Yes No
- A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution;
- B. "fraudulent practice" means an intentional misrepresentation of facts made
- 1. to influence the solicitation process or the execution of the Contract to the detriment of Owner,
 - 2. to establish Cost Proposal or Contract prices at artificial non-competitive levels, or
 - 3. to deprive Owner of the benefits of free and open competition.
- C. "collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owner, a purpose of which is to establish Cost Proposals at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION:

- A. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company's cost Proposal? **Yes** **No**
1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation;
 2. That your cost Proposal is genuine and is not a collusive or sham Cost Proposal;
 3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or sham cost Proposal, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost Proposal or in any other cost Proposal, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other respondent; and
 4. The prices quoted in your cost Proposal are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

3. GOVERNMENT CODE TITLE 10 SUBTITLE F VERIFICATIONS:

- A. Contractor shall verify that it's named company, under the provisions of Subtitle F Title 10 Government Code Chapter 2270: **Yes** **No**
1. Does not boycott Israel currently; and
 2. Will not boycott Israel during the term of the contract.
- B. Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
- C. Pursuant to subtitle F, Chapter 2252, Texas Government code, contractor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of New Braunfels. **Yes** **No**
- D. Pursuant to Section 2274 of the Texas Government Code and Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott and will not boycott certain energy companies; and (2) will not boycott certain energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement. **Yes** **No**
- E. Pursuant to Section 2274 of the Texas Government Code and Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association. **Yes** **No**

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I certify that I have read all of the specifications and general RFP requirements and do here by certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation, and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

Bidder's full name and entity

McCreary, Veselka, Bragg, & Allen, P.C.

Company's Name



Signature, Authorized Representative of Respondent

Director of Operations

Title

TAB 5

*Experience, Qualifications,
Key Personnel & Resources*

QUALIFICATIONS

STAFFING AND EXPERIENCE

MVBA has a staff of 185 employees, including sixteen attorneys, with an average tenure of fifteen years, in twenty-one offices in the State of Texas. MVBA has offices in Round Rock, Abilene, Athens, Bastrop, Belton, Brady, Brownwood, Bryan, Burnet, Denton, Eastland, Georgetown, Kountze, Longview, Midland, New Boston, New Braunfels, Palestine, Port Lavaca, San Marcos, Seguin, and Waco. The collection program and the procedures outlined in this proposal are performed at the principal office at 700 Jeffrey Way, Suite 100, in Round Rock, Texas.

Attorneys - The firm consists of sixteen Attorneys with over two hundred years of experience managing debt collection programs for local governments.

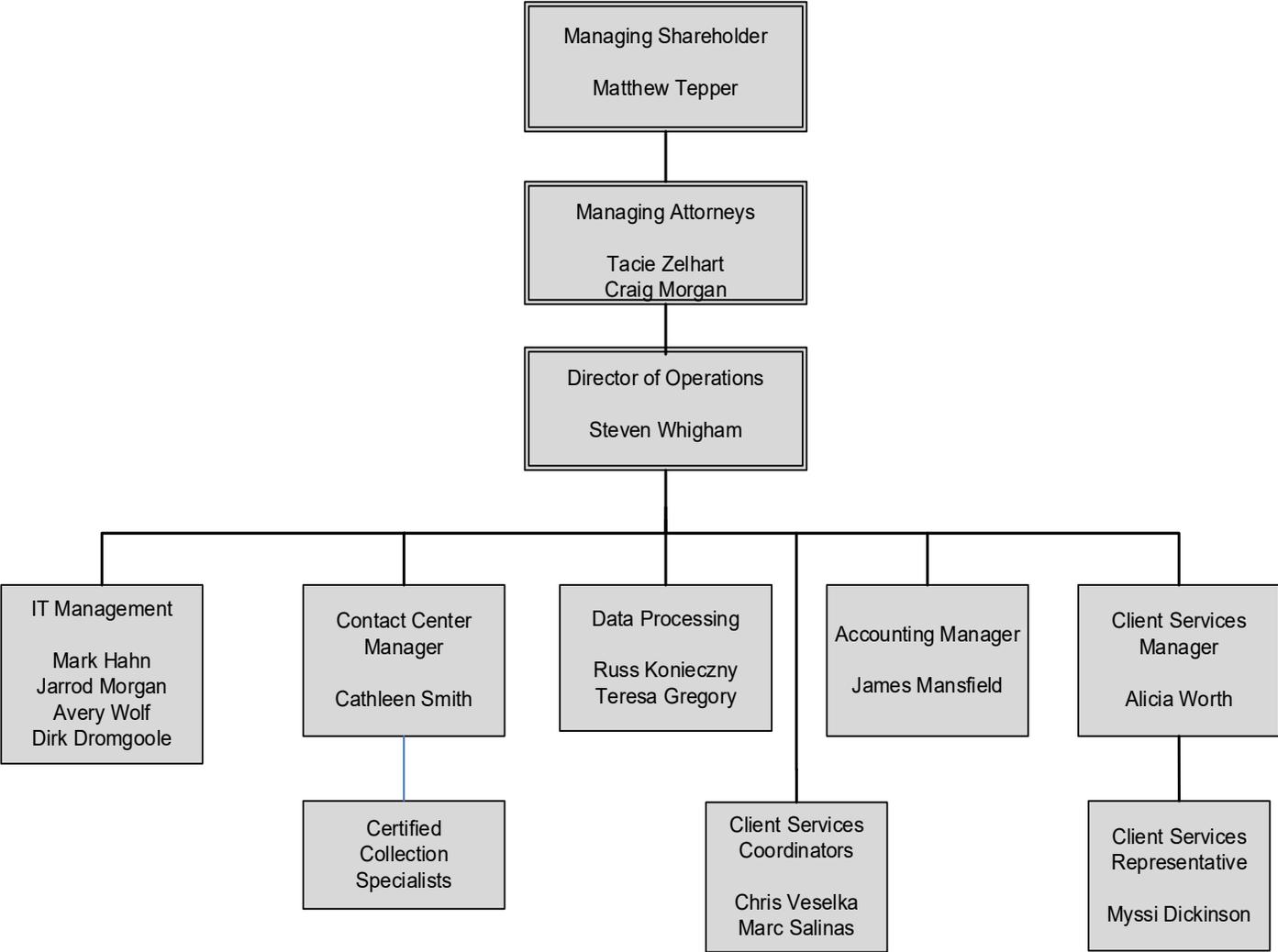
- Two attorneys have over twelve years of municipal law experience as Assistant City Attorneys.
- One attorney with ten years of experience in criminal law and eight years as an Assistant District Attorney.

Professional Staff - the firm's professional staff is located at the Round Rock office and consists of

- Attorneys
- Director of Operations
- Client Services Manager
- Client Services Coordinators (on-site representatives throughout the State)
- Internal Customer Service Manager and Service Representatives
- Information Technology Administrators, Programmers, and Engineers
- Data Managers
- Accounting Manager & Staff
- Administrative Assistants
- Certified Collection Specialists

FINES AND FEES KEY PERSONNEL FLOWCHART

The chart below depicts the MVBA Fines & Fees Key Personnel that is assigned to oversee and manage the collection program for the City of New Braunfels Municipal Court Project.



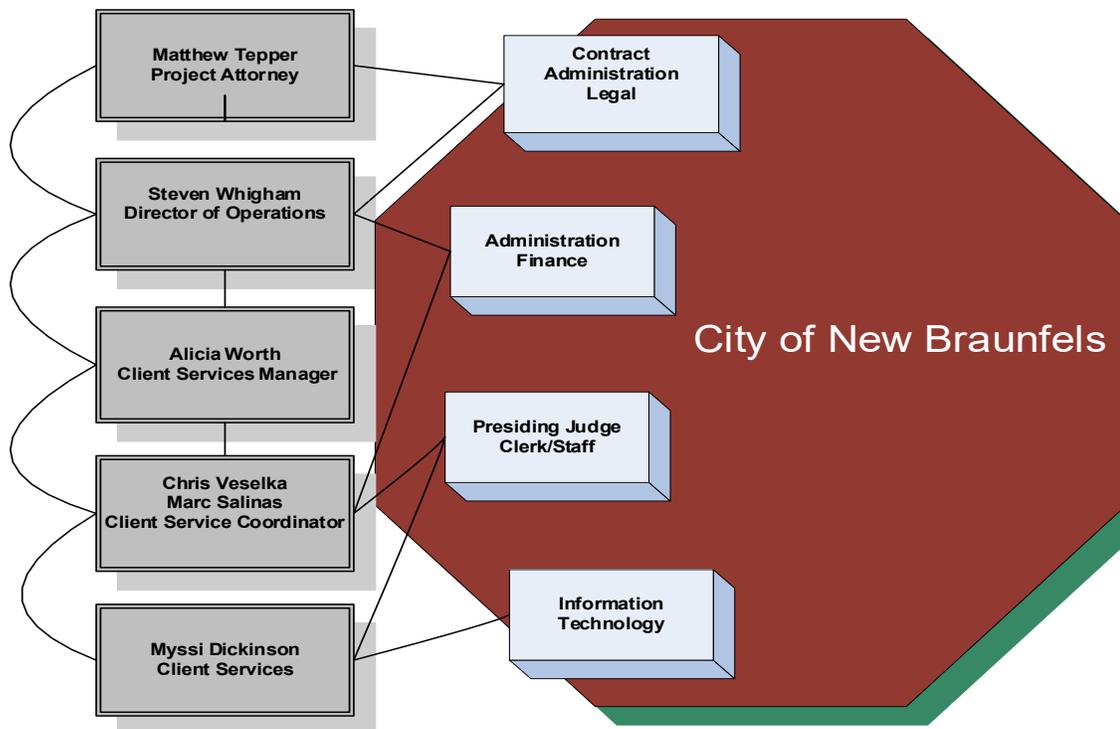
KEY MANAGEMENT AND LEAD STAFF

PROJECT MANAGEMENT TEAM

The City of New Braunfels has an experienced and qualified Project Management Team that consists of:

- Project Attorney
- Director of Operations
- Client Services Director
- Internal Client Service Manager

NEW BRAUNFELS PROJECT MANAGEMENT TEAM FLOWCHART:



MANAGEMENT TEAM QUALIFICATIONS

PROJECT ATTORNEY

Matthew Tepper, President, is the Attorney responsible for the debt collection program. He is available to consult with City officials and staff. Mr. Tepper assists Mr. Allen in managing the debt collection program. Mr. Tepper joined MVBA in 2005 and has handled numerous cases in Texas state and federal trial and appellate courts. He provides legal representation in appraisal district litigation, property value study litigation, and general litigation. Before joining MVBA, Mr. Tepper was an Assistant Attorney General for the State of Texas, where he litigated civil rights, tort, and employment lawsuits on behalf of the state's law enforcement agencies and officers.

Mr. Tepper attended the Baylor University School of Law and received a Doctor of Jurisprudence degree in 2000. He is a member of the State Bar of Texas, the Bar of the United States District Court for the Western District of Texas, and of the Fifth Circuit Court of Appeals.

DIRECTOR OF OPERATIONS

Steven Whigham is the Director of Operations and supervises all work under this contract. Mr. Whigham has thirty-five years of experience with the firm and was critical in launching our Fines & Fees division in 2001. He became Director of Client Services in 2004, and in 2008 he became Director of Operations. Mr. Whigham manages all aspects of administration, operations, and compliance of the Fines & Fees Division. Mr. Whigham is the President of the American Collectors Association of Texas. Before becoming its President, he served as Unit Director for the American Collectors Association of Texas. He served on the American Collectors Association International (ACA) Membership Committee, Public Relations Committee, and Legislative Committee.

CLIENT SERVICE MANAGER

Alicia Worth is the Client Service Manager and Client Service Liaison. She serves as the dedicated internal Client Service Representative for the City. She manages the technical functions of MVBA's telephony technology, client web access, statistical reporting, and data management flow. She assists clients with day-to-day questions and issues. Ms. Worth supervises a staff of five internal Customer Service Representatives and Information Research Specialists. Ms. Worth has fourteen years of experience with the firm.

INTERNAL CLIENT SERVICES

Myssi Dickinson will be assigned to the City of New Braunfels and will be available to answer any questions, assist with file uploads, and address any needs the City may have.

Kristen Wallace is our lead skip tracer, who will oversee skip tracing for the City of New Braunfels. She will research deceased requests and provide all information to the City once a defendant is confirmed deceased or provided a death certificate.

DATA MANAGEMENT

Russ Konieczny is the Data Administration Manager. He coordinates, processes, and manages data files and provides MVBA computer support to clients. Mr. Konieczny has over fifteen years of experience in data file management and collections and has been with the firm for over twelve years. He is a Certified Professional Collections Specialist by ACA International.

Teresa Gregory is the Data and Software Associate. She coordinates, processes, and manages data files and provides MVBA computer support to clients. Ms. Gregory has over fourteen years of experience in instruction and data file management and has over twelve years of experience with the firm. She is a Certified Professional Collections Specialist by ACA International.

ACCOUNTING

James Mansfield is the Accounting Manager. He maintains all client funds in the MVBA Trust Account, posts payments to the collection system, and invoices clients for fees due to the firm. He also supervises the work of four associates. Mr. Mansfield has over twelve years of experience with the firm. He is a Certified Professional Collections Specialist by ACA International.

COLLECTION CONTACT CENTER

Cathleen Smith is the Collections Center Supervisor. Ms. Smith joined MVBA in 2003 and has over twenty-two years of experience in contact center/collections management. She manages the contact center staff in the communications with defendants and monitors collections. Ms. Smith is multi-lingual - speaking five languages fluently, including Spanish. She is a Certified Professional Collections Specialist. Ms. Smith supervises twelve Collection Specialists.

PROFESSIONAL COLLECTION STAFF

FINES AND FEES STAFFING AND TRAINING

MVBA has forty-nine employees who are directly committed to collecting delinquent fines, fees, and accounts receivable. Forty employees are directly involved in daily managing outstanding cases for the City of New Braunfels Project. This staff comprises a diverse and qualified group of men and women, including bilingual-speaking representatives, enabling our firm to communicate effectively and collect funds from a varied population.

Fines & Fees Personnel Training:

Personnel training is a crucial component of our collection program. As a member of ACA International: The Association of Credit and Collection Professionals, the organization that provides instruction, seminars, and continuing education on all the governmental regulations related to the collection industry, MVBA staff receives training relative to all aspects of debt collection. The management of MVBA is an active participant in the ACA educational programs and provides continuing education to the collection staff.

All MVBA Collection Personnel are required to obtain and maintain Certification through ACA as Certified Professional Collections Specialists. Our Certified Collection Specialists must maintain a working knowledge of the Fair Debt Collections Practice Act (FDCPA), review and understand the Driver's Privacy Protection Act (DPPA), state law compliance, effective telephone techniques, and client case management. Our management team facilitates this training to provide our clients with the highest competency and consistency possible.

In addition to training in all aspects of State and Federal law regarding debt collections, the following is an example of additional training classes provided to collection specialists:

- Company Policy
- Professional Phone Collection Techniques
- Promises that Pay.
- Effective Leadership
- Collection Software
- Effective Skip Tracing Techniques
- ACH Rules
- Dispute Resolution
- Talk off responses.

Our Team of Certified Collection Specialists has collectively over 140 years collections experience, and collectively over 60 years court collection experience.

Ongoing Training: Other collection training includes ACA video training, audio tape library, real-time training with each Collection Specialist, and monthly management meetings, which include orientation, training, and individual collector reviews.

RELATED ISSUES

ABILITY TO PERFORM

There has been no occurrence where MVBA has been unable to perform any of its responsibilities in a timely manner or where the performance of those duties was inaccurate or not in accordance with the law. MVBA is capable and ready to continue providing collection operations as outlined in the City's RFP.

NO CONFLICTS OF INTEREST

McCreary, Veselka, Bragg & Allen, P. C. has never represented a party in an adversarial position with any client. The firm knows of no conflicts of interest or potential conflicts of interest that would impede its representation.

COMMITMENTS

MVBA commits to continue providing the best delinquent collection program available to the City of New Braunfels, including all of the services outlined in the Request for Proposal (RFP). Our response to the RFP outlines how we provide each of those services. MVBA commits to keeping the City well informed of the collection program's status and our efforts' progress through continuous personal communication and consistent reporting. MVBA is committed to providing additional services at no cost to the City that the City may deem necessary to expedite and enhance the collection program.

DEGREE OF COMPLIANCE

We intend to respond to all requirements stated in the RFP affirmatively. Accordingly, all services listed and the proposed contract in this proposal are in full accord with the specifications in the RFP. The information in this proposal is a detailed description of our collection program. As technological advancements have become available, we have continually expanded and enhanced our collection program. The results have been outstanding.

INDEMNIFICATION AND INSURANCE

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses, or costs arising from claims for damages or suits for losses or damages, including reasonable costs and attorney's fees, which may occur as a result of **MVBA's** performance of the services described in this contract. The indemnity provision of this contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees, or contractors.

Furthermore, in the event of joint or shared negligence or fault of the City and **MVBA**, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended

for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities. MVBA maintains professional liability insurance for \$2,000,000.

Please see the Certificate of Insurance in the Exhibits of this proposal.

LEGAL SERVICES

As part of our fee, we provide legal advice to clients on collecting delinquent fines, fees, and accounts receivables. MVBA provides clients with information updates on litigation, attorney general opinions, and legislation concerning all aspects of debt collection, including statutes related to Article 103.0031 of the Texas Code of Criminal Procedure.

FINANCIAL STRENGTH

McCreary, Veselka, Bragg & Allen, P. C. has existed since 1961 and has the financial strength to commit the resources required to administer an effective debt collection program. You may also contact the following bank officer for comments on our financial stability:

Michael Doss, Executive Vice President, Market President
Independent Financial
4420 Sunrise Road
Round Rock, Texas 78665
Phone: 512-733-7766

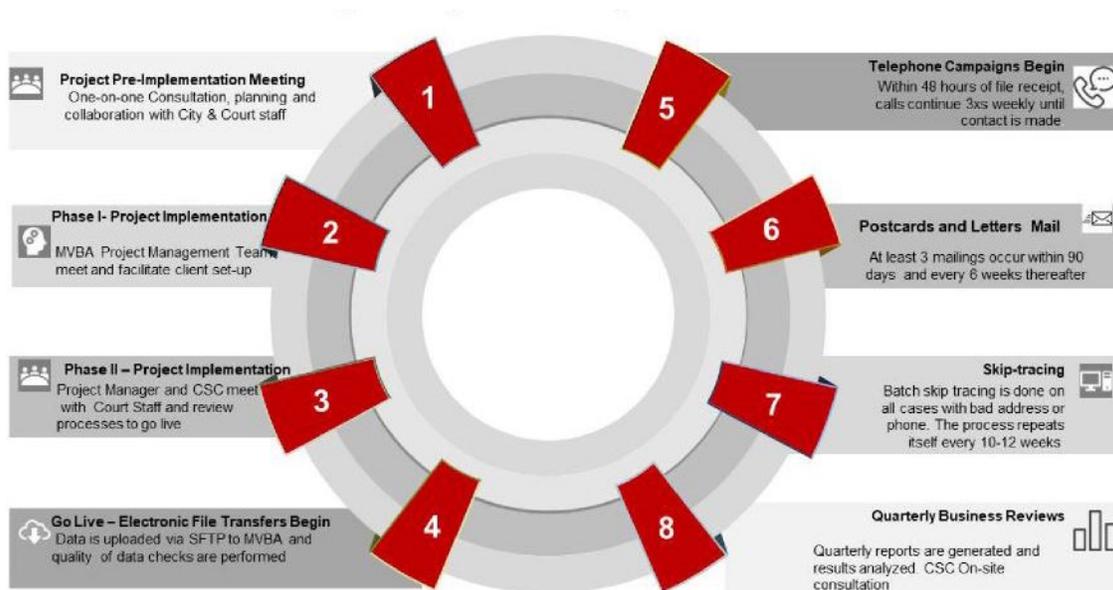
DISCLOSURE STATEMENT

No litigation has been filed against MVBA or its owners related to debt collection. MVBA has never been subject to any regulatory censure. MVBA has never filed any litigation against its clients. MVBA has never had any complaints filed against it pursuant to the FDCPA or the FDCRA and has never been sanctioned by the Federal Trade Commission or any other State or Federal Agency.

PROJECT METHODOLOGY

COLLECTION PROCEDURES

PROJECT WORKPLAN OVERVIEW



1 - Pre-Implementation Meeting Call (virtual or on-site) with the Client Management Team

2 - Project Implementation – MVBA organizes internal processes, facilitates client set-up

3 – Internal MVBA Project Implementation Meeting with MVBA staff (review of the project)

4 - Go Live – Electronic file transfers, data quality review

5 - Telephone campaigns begin after 48 hours of file receipt

6 - Postcards/letters mail (2 mailings in the 1st 90 days) and every 75 days after or when a new address is found.

7 - Skip-tracing both batches and through our dedicated skip-trace department, the process repeats every 10-12 weeks

8 – Quarterly Business Reviews, CSC on-site consultation

COLLECTION PROGRAM HIGHLIGHTS

- **COMPREHENSIVE CASE ANALYSIS**

Once the city's cases are uploaded to the MVBA computer system, our staff reviews them critically. We identify defendants requiring immediate attention and devise strategies for appropriate collection procedures. We determine the dollar distribution by year and the status of each case. In turn, you receive an inventory report, ensuring the accuracy of the information in our system.

- **ELECTRONIC ADDRESS/PHONE NUMBER UPDATING**

To ensure that MVBA has the latest address and phone number information for the City of New Braunfels defendants, we process your names, addresses, and phone numbers through various electronic research programs. The electronic data research programs used include Experian, Insight Collect, LexisNexis (Accurint), Choice Point, NCOA, Accumail, and Acolloid. All new information is electronically updated to our computer system and made ready for the collection process.

- **SCHEDULED WRITTEN NOTIFICATION**

MVBA mails notices within seven days of receiving your delinquent case information. Subsequent mailings follow a work calendar that we develop with you, but at the minimum as those required and outlined in the City's RFP. Our notices have been proven to increase the number of cases you resolve and your revenues. MVBA's letters are in English and Spanish and comply with federal and state collection laws.

Letters are tailored to the case status of each defendant. They state the event's description, location, date, amount due, telephone contact number, and online payment information. All letters are subject to the City's approval, and MVBA can customize letters for the Court.

- **AUTOMATED TELEPHONE NOTIFICATION**

Beyond letters, MVBA uses advanced telephony technology to maximize defendant contact rates and increase your revenues. Defendants are given a toll-free telephone number, connecting them with trained collection specialists. Collection specialists, 90% bi-lingual, also initiate telephone contact with defendants (only between 8 a.m. and 6 p.m., Monday through Friday). Whether answering or initiating calls, MVBA specialists provide the personal contact needed to reinforce the importance of satisfying their commitment to the Court. If telephone numbers are missing or found to be incorrect, they are flagged and transferred to our skip-tracing department.

- **EXPERT, PRODUCTIVE STAFF**

When your defendants contact MVBA by telephone or written correspondence, they are answered by our qualified bilingual staff. If a question is beyond the level of our regular team, attorneys are available to speak with the defendant.

Internal review and productivity goals are part of our ongoing expectations for staff. MVBA's floor supervisor routinely audits all collection specialists to ensure compliance with MVBA's collection approach. Coaching or retraining may be undertaken when necessary. In addition, specialists have collection goals. This allows MVBA to evaluate each specialist's collection results and effectiveness.

- **ADDRESS CORRECTION FOR RETURNED MAIL**

If mail is undeliverable or returned because an individual has moved, the United States Postal Service electronically transfers information about these events into MVBA's computer system. If the post office provides a new forwarding address, the case is automatically updated and flagged for re-mailing. If not, the case is flagged as receiving returned mail and forwarded to our skip-tracing department for more research.

- **INTERACTIVE SKIP TRACING**

Once electronic solutions fail, the City's cases move to MVBA's Skip Tracing Department. Personal intervention is sometimes vital to locating and resolving cases with wrong addresses or unavailable phone numbers. Our staff uses several licensed regional and national databases, including Transunion TLO and LexisNexis, to manually skip trace your cases.

- **DECEASED DOCUMENTATION**

If we receive notification by family or mail that a defendant is deceased, our skip tracers will research to find either a death certification or obituary to confirm. The Court will receive copies of the death certificate or any other documentation we received regarding the defendant's death.

- **CASE RECALLING ON DEMAND**

The City of New Braunfels may recall cases for any reason. When cases are recalled or canceled, MVBA can produce an electronic notification in report format to the Court to confirm cancellation of accounts.

- **DEFENDANT PAYMENT OPTIONS – PAY CLIENT ONLY**

Experience shows that offering defendants various payment options increases your chances of collecting. MVBA notifies the defendant by letter and phone call to pay the amount due directly to the City by cashier's check, money order, and credit card or electronic check if the City can accept that payment method. MVBA directs defendants to the Court or City's payment website or can process the payment on the City's payment website while the defendant is on the phone. MVBA forwards all checks payable to the City and MVBA the next business day but mailed to our office.

- **DEFENDANT PAYMENT OPTIONS – MVBA ACCEPTS PAYMENTS**

MVBA understands it will refer all defendants to the Court for payment as stipulated in the City's RFP. However, if the City chooses to change this methodology, MVBA can accept payment on behalf of the Court and does so for 98 percent of all our clients. The more payment options offered, the more excellent the opportunity for cases to be collected. When MVBA accepts payment on your behalf, defendants can pay by MoneyGram, cashier's check, money order, electronic bank draft, or credit card through our 24/7 payment website or by calling our toll-free number to speak with a specialist.



If the defendant chooses to pay online at MVBA's payment portal, they agree to a one-time processing fee before making a payment. This fee is charged on the initial transaction, regardless of the number of online payments made by the defendant.

When MVBA receives payment, we post it to the case and deposit the funds into our trust account. You receive notifications twice daily of payments received. MVBA will remit funds at the frequency the City requires, either by check or ACH deposit, but at the minimum, weekly. You receive a check with a detailed deposit report of payments.

- **DEFENDANT ONLINE INQUIRY**

Your defendants need to be able to review their case information and payment history. Empowering them with information and convenient payment options is a proven way to collect successfully. In the initial letter received, defendants receive a unique reference number for their case and will be directed to the Court's website when inquiring about their case online.

- **CLIENT WEB ACCESS**

With MVBA's *Client Web Access*, you can see what has been accomplished for the City of New Braunfels---at your convenience. Security is guaranteed with your secure login. You can review collection activity, view call center activity, access individual defendant information, send and track messages, and more. The City may have an unlimited number of secure user logins.

- **COMPLAINT/DISPUTE RESOLUTION**

Upon oral or written notification of a complaint/dispute, we immediately suspend all collection activity pending case review. We enter the information into our Professional Practice Management Tracking System and automatically email our management team for prompt review. All notes and collection phone calls are reviewed to determine the validity of the complaint/dispute.

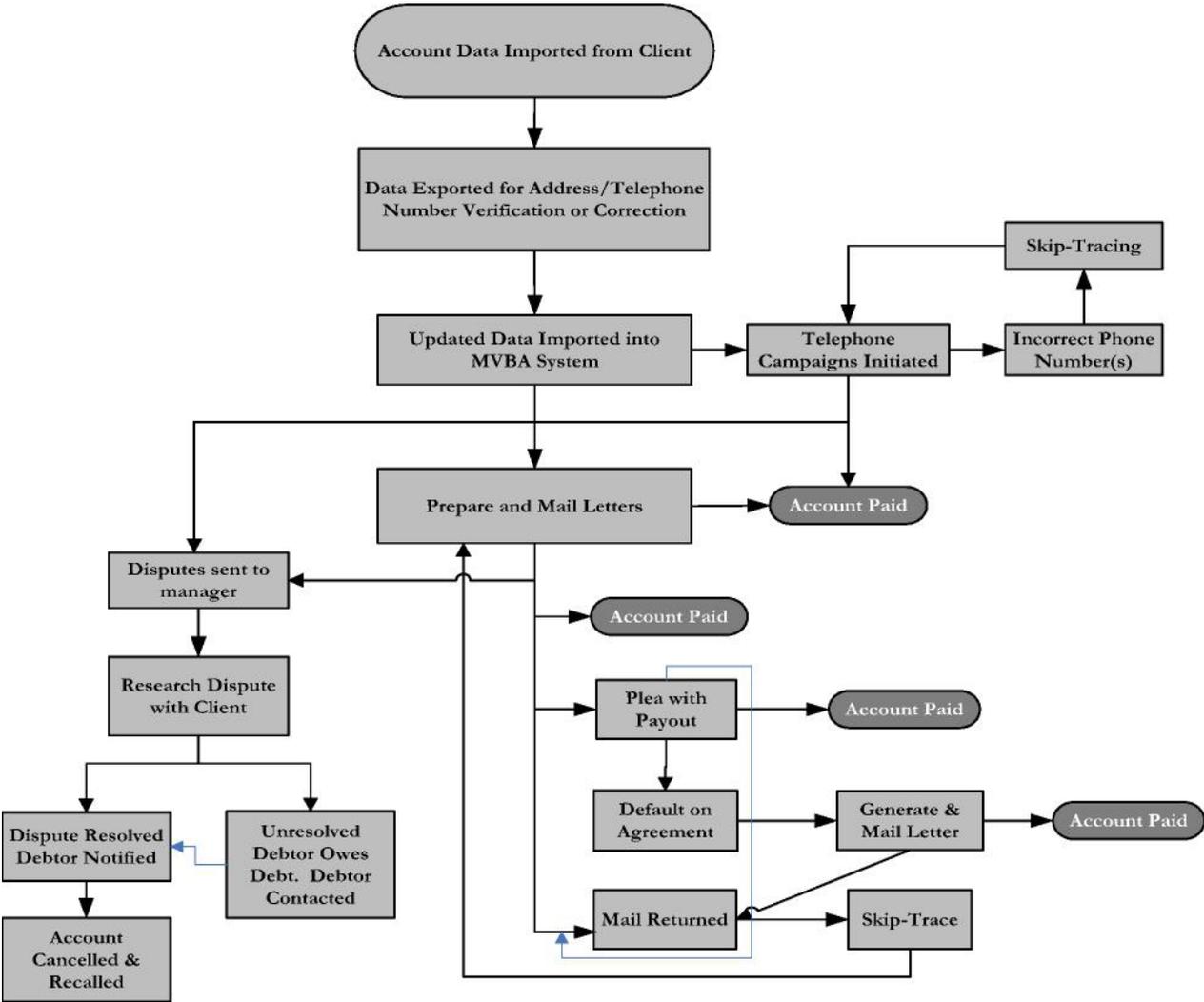
All phone calls to the MVBA call center are recorded. Upon request, MVBA can email the City a call recording in a .wav file or another format. The tracking system monitors and sends automatic reminders to resolve the matter within a prescribed timeframe. If it is not resolved within that time, the system automatically escalates the issue to executive management. This means the City of New Braunfels can be confident that matters are resolved in a timely manner.

- **WARRANT RESOLUTION, ROUND-UP, OR AMNESTY PROGRAMS**

MVBA assists all clients in warrant round-ups, resolution dockets, or amnesty programs. We mail unique letters and conduct specialized telephone campaigns that increase court collections. These campaigns supplement the efforts of each Court and generate a more significant response. MVBA also mails postcards on cases not yet submitted for collection at no charge to the City.

COLLECTION PROCESS FLOWCHART

The following flow chart illustrates MVBA's collection methodology in resolving outstanding cases.



DETAILED COLLECTION PROCEDURES

1. MVBA accepts account data in any format. We have specially designed programs that provide the efficient import of data electronically. MVBA loads the data the day it is received. We verify the data obtained with the data loaded into our system. This comparison reduces the opportunity for error at the beginning of the process. A complete inventory of accounts received is then returned to the client for approval. After the client approves the "Inventory Report," letters are generated and mailed within 24 hours of approval.
2. Letter processes begin once the delinquent accounts are received and the inventory is approved. MVBA will electronically export the data to our letter vendor, who then processes it through the NCOA and skip-tracing partners. This data is examined for new or more deliverable addresses; this process may provide vital information such as phone numbers, dates of birth, and much more, which will be used to facilitate the collection process further. Our database is then updated electronically with any new changes made by our skip-trace partners.
3. We understand that each client may have special circumstances or conditions that require special handling of accounts by our Call Center Specialist. Therefore, each client is reviewed by the specialists before receiving or initiating phone calls. Once this is completed, the accounts are placed in the queue and activated to begin making phone calls to these defendants. Phone contact takes place within 48 hours after the letters are mailed. Specialists also answer inquiry calls and process payments.
4. Outbound telephone call campaigns through our advanced telephony technology are initiated to provide a positive incentive to the defendant that payment must be made on the delinquent account. Some of the features of our technology include:
 - > **Seamless Dialing** increases Specialists' productivity by up to 400% over manual dialing by allowing Specialists to speak with live contacts virtually continuously. This technology means that the Collection Specialists will only be connected to live persons, bypassing wrong numbers, fax numbers, operator intercepts, and busy signals.
 - > **Call Recording, Monitoring, Coaching, and Conferencing** lets our Specialists and management team know what is happening in real-time and record and archive efficiently for future use, training, and review. All calls are recorded, allowing MVBA management to review calls instantaneously.
 - > **PC-based telephony** puts our phone functions on the computer screen, allowing for the greatest flexibility.
 - > **Call Transfer** allows our Specialists to transfer calls quickly, and the screen pops to any other Specialists logged onto the system to any IVR script or campaign.
 - > **Call and Agent Reporting** provides real-time reports by Specialists and campaigns using industry-standard Crystal Reports so adjustments and enhancements can be made.

5. Our collection software provides our Specialists with all the pertinent data on one screen for efficient reference.

> **Multiple Simultaneous Campaigns** mean we can run several outbound or inbound campaigns together to maximize the Specialists' strengths and optimize the line usage.

> **Administrator Features** allow users to set up collector logins and security rights, manage campaigns, change line allocation to maximize line usage, perform offline reporting, and more.

> **Real-Time Collection Software Updates** allow for immediate cancellation of paid or recalled cases out of the dialer and prevent any unwarranted phone calls to a defendant who has spent the account.

> **Immediate Screen Pop** provides the defendant's name, address, phone number, and collection account information when contact is made. In addition, the customized work plan for each court also pops up in any given individual's case. This allows the Specialists to begin the collection process promptly.

6. Once contact has been made with a defendant, our Specialists verify the name, address, telephone number, and relevant information regarding the account. Any changes that need to be made are done at this time. The Specialists then follow a talk which asks the defendant to make immediate payment in full. The specialist is trained to listen, be persuasive, courteous, and empathize with the defendants. Specialists are trained to assist defendants in seeking sources for payment. If the defendant claims they do not have the means to pay or claim to be indigent, they are referred to the Court for other options to help dispose of their case. We have found this approach to be very effective in collecting delinquent cases.

7. Our Specialists understand payment agreements and promise to pay on an account. The collection software used by MVBA can input and track postdated payments, payment agreements, and promises to pay on a given date for defendants who cannot pay on the initial phone call. As the promised payment date approaches, our collection software monitors the event and prompts the collector to follow up on the account to confirm that payment will be made.

8. Accounts are placed in various sections for quick retrieval and follow-up by the specialist. For example, A defendant who states that a money order or cashier's check is being mailed is placed into a "Hot" section for quick follow-up, whereas the "Night Call" section tracks defendants that are deemed to be more reachable in the evening hours (following all Federal and State laws).

9. MVBA's accounting department posts and accounts for all monies received by our office and produces reports daily, which are delivered by email to the appropriate client. This department also produces checks payable to the client weekly with a message that details the defendant's name, account number, date of payment, the amount paid, and an invoice for MVBA's fee. Should MVBA receive a payment for a Pay to Court only client, we forward the negotiable instrument to the client immediately, or if the City prefers, we can ACH funds from our Iolita account directly to the City's allocated depository the same day.

10. In the event a contact is not made, one of the following will occur depending on circumstances:

- > Answering machine: The Specialist will leave a message requesting a return phone call. The account is coded as leaving a message, and a dated callback reminder is entered into the system.
- > No answer: The Specialists will code the account as no answer, and a dated callback reminder is entered into the system.
- > Busy: The Call Center System will automatically call this number back within set intervals designed by our firm. The account is coded as being busy.
- > Disconnected Number: The phone number is coded as disconnected. If another number is available, the following number will be called. If no number exists, the account will be forwarded to our skip-tracing department for further research.
- > Wrong Number: The phone number is coded as wrong, and the following number is tried. If no number is available, the account is sent to our skip-tracing department for further research.

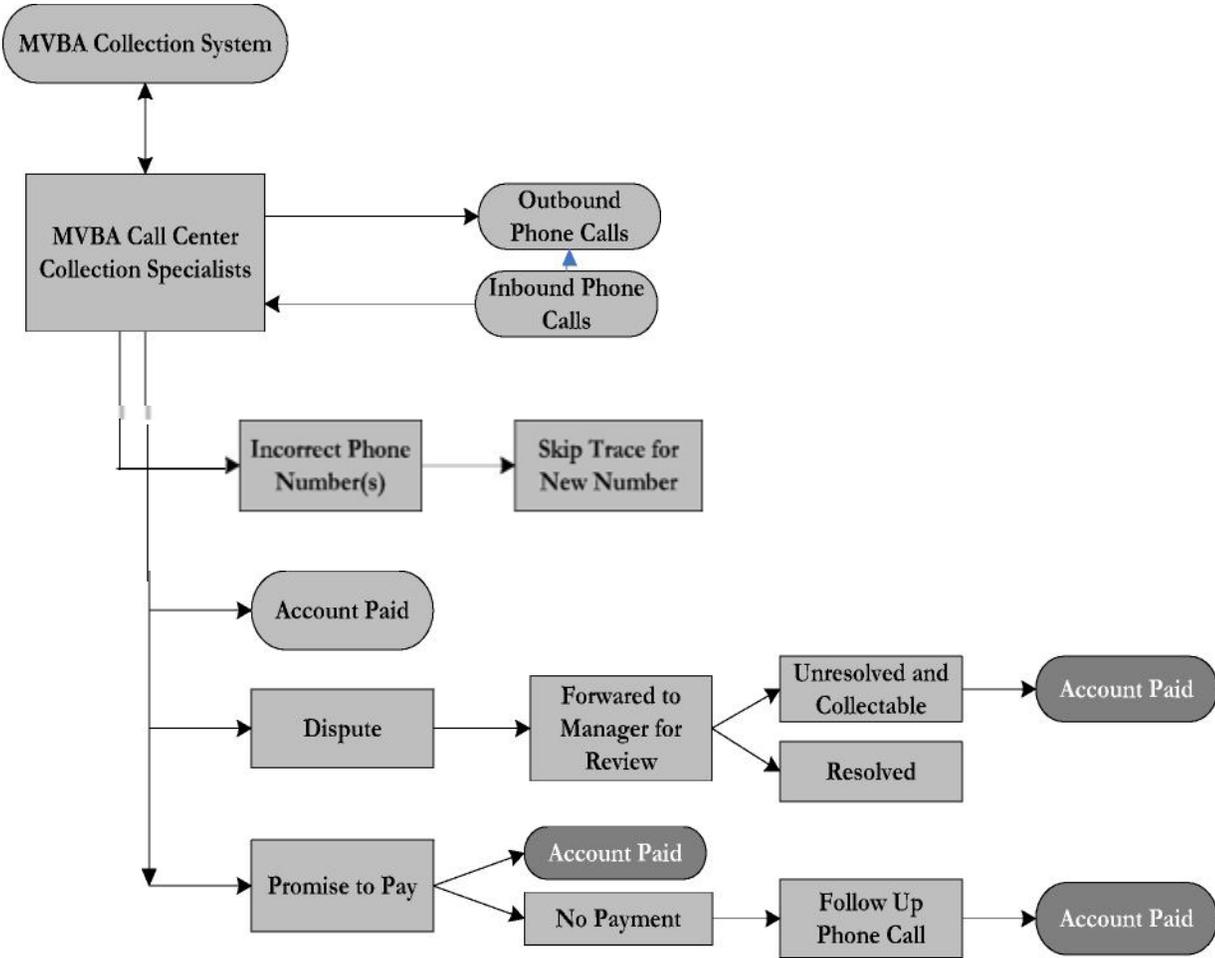
11. Return mail is processed electronically, and the account is updated. The system codes these accounts as undeliverable and then forwards them to our skip-tracing department for further research.

12. Skip-tracing is an integral part of our collection process. We take the unreachable account, begin batch processing, and manually research the defendant. Once the defendant is found, the new data is automatically documented in the system. A new address will trigger the account to get a new letter, and a unique phone number will activate the account to be placed back into the dialer campaign.

13. Personnel training is a crucial component of our collection program. Our Collection Specialists must know the Fair Debt Collections Practice Act (FDCPA), State law compliance, effective telephone techniques, and client account management. Our management team facilitates this training to provide our clients with the highest level of competency and consistency. All MVBA Collection Specialists and administrative staff must maintain certification through American Collectors Association International as a Certified Collection Specialist.

14. Internal review and productivity goals are another facet of our program. The MVBA floor supervisor routinely audits the specialist's accounts and recorded calls to ensure proper procedures are followed and that the defendant is treated fairly. If the specialist does not follow MVBA's collection methodology, the specialist is immediately retrained and coached to comply with our collection approach. We also set collection goals for each specialist, allowing management to evaluate each specialist's effectiveness.

FINES AND FEES CONTACT CENTER FLOWCHART



ADDRESS RESEARCH AND SKIP-TRACING

Address Research

- Cases may be delinquent because the defendant's address is not current. A successful debt collection program requires an exhaustive address research effort. Many delinquent cases are collected when proper attention is given to finding the correct address of a defendant. Upon receipt of delinquent case files, MVBA identifies cases with multiple offenses and links any other outstanding cases within our database.
- Upon receipt of a file of delinquent cases/accounts, MVBA processes the defendants' names through various electronic data research programs to obtain the latest address information.
- A case with an incorrect address is identified on our computer record so that it will receive special attention.
- Through these sources of information, MVBA is very successful in locating the correct addresses of defendants and obtaining payment. Skip tracing is initiated on returned notices using licensed Internet Search Engines to get Social Security Numbers, Driver's License Numbers, phone numbers, and other pertinent information to locate defendants.

Skip-tracing

Skip tracing is one of the most essential tools used to ensure successful recoveries. Cases are worked through an automated skip trace "waterfall" process. In the waterfall process, cases flow through a progressive series of pre-qualified steps to determine the best address and phone number to contact the defendant. In addition, MVBA has a staff of five Information Specialists dedicated solely to locating defendants where electronic tools have failed to yield a good address. All new information is immediately "attached" to the account via a "back screen." Our collectors have a "hot key" so that all skip trace updates are a keystroke away. Information updates include the address and owner of each phone number supplied by the City. Telephone numbers and owners associated with each address, names, addresses, and phone numbers for nearby; and names, addresses, and phone numbers for "surname" matches by region. Thorough skip tracing can identify defendants who are deceased or currently incarcerated. Any information found will always be sent to the Court for review.

MVBA uses numerous licensed information sources. Those used include Lexus Nexus, IDI Core, Accumail, Choice Point, National Change of Address database, and Credit Bureau headers.

DEFENDANT NOTIFICATION

WRITTEN NOTIFICATION

- Written notices, duplexed in English and Spanish, are mailed to the defendant informing them that McCreary, Veselka, Bragg & Allen, P. C., Attorneys at Law, has been retained to collect the debts listed, apprise the defendant of their obligation, and provide information for making payment.
- Written notices contain a unique reference number, and defendants can go to MVBA's 24/7 website to make inquiries and are directed to the Court's website for payment options.
- MVBA monitors delinquent notices to ensure the Post Office can deliver them. It also conducts additional research on returned mail, and new notices are promptly sent when new addresses are located.

Please see the exhibits for sample collection letters and the telephone scripts used by MVBA. Letters are available to the Judge/Court for inspection and approval before implementation. MVBA can customize these letters.

TELEPHONE NOTIFICATION

- MVBA's computerized Call Center enables our trained professional staff to contact defendants through our predictive dialer. Utilizing this technology, our call specialists can increase actual contacts by up to 400%, increasing case resolution and revenue for our clients.
- MVBA provides a toll-free phone number to the defendants who seek additional information or instructions on how to make payments.
- The call center operates Monday through Friday from 8 a.m. to 6 p.m. MVBA provides bilingual collection specialists.
- When a new telephone number is identified, it is immediately placed back into the computer queue and added to the dialer campaign schedule.
- **MVBA sends text messages to verified cell phone numbers. Each text notifies the defendant of one of their citations and tells them how to contact us to resolve it. We also provide an option to opt out of any further text messages.**
- MVBA's Latitude software automatically monitors all accounts for current activity, maintains appropriate collection activity files, and systematically follows up on unpaid accounts.

RESPONDING TO DEFENDANT INQUIRIES

Letters always result in numerous phone calls from the defendant. MVBA provides a toll-free number for the defendant to use. MVBA staff members will answer the defendant's telephone calls and respond to the most common questions and concerns. Attorneys can ask any defendant questions beyond our professional staff's experience or knowledge level.

Defendant case disputes shall abide by your court policy. MVBA provides defendants with the firm's address and toll-free phone number, enabling them to contact us to discuss the notice. Each defendant is treated with respect and courtesy. The defendant is asked to provide proof when they state that they have paid or made restitution for an offense. Files with a "dispute status" are noted, and the defendant can provide the information. Written correspondence relating to a dispute is forwarded to the Court for their records. In some cases, additional information may be asked for to provide the defendant.

Should the City remove the balance due from the case, the information will be posted to the computer file, and the case will be closed in our system. No fees are owed to MVBA in cases where money has not been collected. Persons who indicate they are indigent are referred to the Court for community service or other court-ordered means for clearance.

All disputes regarding utility accounts strictly adhere to all Federal and State debt collection laws, including but not limited to the Fair Debt Collection Practices Act (FDCPA) and the Driver's Privacy Protection Act (DPPA). While administering an effective, aggressive collection program, the firm's philosophy is predicated on ensuring that each defendant is treated courteously and respectfully. Every call and letter will be answered. All help and assistance, **short of legal advice**, will be provided. Collections are the primary goal of our efforts. Still, good relations with defendants are essential to enhancing your collections and creating a spirit of mutual respect and cooperation between the public and the City.

COMPLAINT RESOLUTION

MVBA understands that exceptional service applies to the defendants much as to the City. In the rare instance that a complaint is received regarding our collection activity, MVBA will immediately suspend all collection activity and present the account to management for review. The complaint will be appropriately logged and entered into our Professional Practice Management System (PPMS). The pertinent activity reports, letters, and collector notes will also be attached to the database log as part of the City complaint file. Senior management is responsible for any complaint received, whether such complaint is valid or not, and will follow through with the City to ensure that the matter is resolved to both the City's and the defendant's satisfaction, using written and verbal communications.

Every phone call into or outbound at the MVBA Call Center is recorded. This is part of our ongoing commitment to transparency. Should the City request a call recording, we can provide you a copy of the recording almost instantaneously.

NON-ENGLISH-SPEAKING DEFENDANTS

Defendants who do not speak or understand English will be assisted by a staff member who is fluent in Spanish. MVBA's call center is ninety percent (90%) bi-lingual. Our Call Center Supervisor, Cathleen Smith, is multi-lingual, speaking five languages, including Spanish. In addition, MVBA employs bi-lingual (Spanish) attorneys, client service coordinators, and administrative staff. This ensures there are no language barriers when communicating with MVBA. MVBA's staff in Round Rock has sixteen who are fluent in English and Spanish.

SAMPLE CORRESPONDENCE

Letters and postcards are mailed on the law firm's letterhead and are designed to grab attention immediately. All collection letters are duplex, with English on the front and Spanish on the back. Letters are subject to the approval of the Court.

Delinquent notices:

- Identify the client with whom the defendant has an outstanding offense or account.
- Inform the defendant that their matter has been referred to our law firm pursuant to Article 103.003 of the Criminal Code of Procedure (only in court cases)
- List all outstanding cases, the nature of each offense or outstanding receivable, the amount due, and the total amount due.
- Please provide information on how to contact the firm with questions via our toll-free number.
- Provide information on how to make payment.
- Provide MVBA hours of operation.

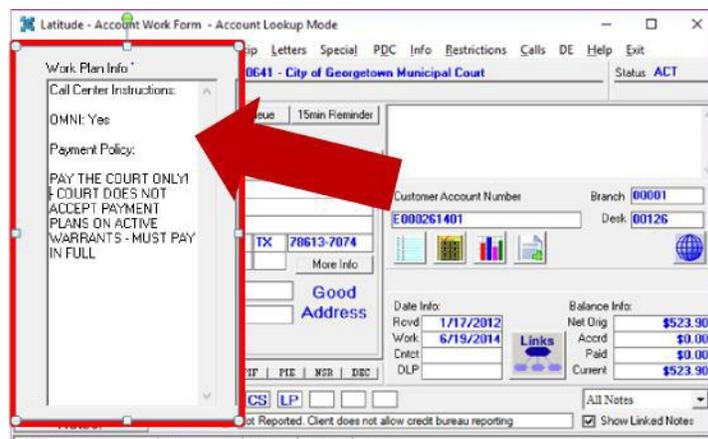
Please see the Exhibits of this proposal for sample letters. Letters are subject to the court's approval. MVBA can customize letters to meet each client's specific needs.

SAMPLE PHONE SCRIPTS

While phone scripts help standardize the approach of verifying information and following regulatory guidelines, our philosophy is predicated on coaching the defendant in finding the means to resolve their outstanding case with the City. Our Collection Specialists receive extensive training to help defendants resolve their pending cases. All courts have different policies and procedures, and MVBA has quality control checks that ensure we act as an arm of the Court and communicate each Court's specific instructions.

Upon implementing our services, your MVBA Client Services Manager consults with Court staff and creates a customized work plan based on the Court's policies and preferences. This information is carefully documented and reviewed with our Collection Specialists *before* initiating phone calls. When our Collection Specialists receive an inbound call or start an outbound call, the defendant case information pops up on their screen. The specific Court's work plan and all the pertinent data regarding the delinquent case appear on the screen. This ensures that our Collection Specialists always provide defendants with correct information on their options to resolve their cases.

Below is an example of one Court's work plan and what appears on the Collection Specialist's screen. The Collections Specialists' work plan includes as much information as the client requires. The Collection Specialist relays this information to the defendant and then provides the telephone number and website information of the Court should they accept payment online. MVBA Specialists can also process payment on behalf of the defendant on the Court's payment website while the defendant is on the phone.



COLLECTION REPORTING

AUDIT AND COOPERATIVE EFFORT

It is agreed that should MVBA be awarded this contract, we shall maintain and make available for inspection, audit, or reproduction by authorized representatives of the City or an external auditor representing the City the books, documents, and other relevant information about the collections carried out for the City and the expenses of this contract. MVBA will respond immediately to any auditor inquiries.

MVBA provides the City with multiple reports to monitor the progress of the collections program and can provide these reports as frequently as the City requires. Your MVBA Project Manager works closely with you to determine what reports are most meaningful to you and the frequency with which they are provided. We are committed to open communication and collaboration to and from our organizations to ensure all the City's reporting needs are met at the frequency the City requires.

REPORTING OF COLLECTION RESULTS

MVBA provides several reports that document our collection results. These reports are automatically generated and sent to the City at the frequency the City requests, but at the minimum, quarterly. These Reports, called *Stat Reports*, include the current fiscal year's activity and prior fiscal years' activities. They also document cases by status and by activity. They can also be run for any specific timeframe the City requests. They document:

- Number Cases Placed
- Total Dollars Placed
- Number of Cases with Partial Payment
- Dollars of Partial Payments Reported
- Cases Paid in Full
- Dollars Paid in Full
- Number of Cases Cancelled by the Court
- Dollars Cancelled by the Court
- Total Number of Cases Resolved
- Total Dollar Amount Resolved
- Number of Cases still in the collection
- Dollars Still in Collection
- Number Letters Mailed
- Number Postcards Mailed

COLLECTION ACTIVITY REPORTS

Fiscal Years to date

FY: October - September	FY 2018 and Prior	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total	%
Cases Placed	129,909	4,886	4,779	5,449	4,038	2,697	151,758	
Dollars Placed	\$39,463,875.75	\$1,919,025.03	\$1,840,066.17	\$2,164,537.93	\$1,600,369.00	\$1,066,806.96	\$48,054,680.84	
Cases With Partial Payment	1,408	64	95	91	151	173	1,982	
Partial Payments Reported	\$137,778.03	\$7,821.55	\$11,912.80	\$15,016.88	\$33,190.91	\$31,877.32	\$237,597.49	
Cases Paid in Full	31,876	3,195	1,768	2,046	2,102	1,483	42,470	27.99%
Dollars Paid in Full	\$7,717,991.90	\$719,373.45	\$522,607.76	\$639,550.41	\$684,318.95	\$459,596.05	\$10,743,438.52	22.36%
Cases Cancelled By Court	38,634	5,285	2,305	3,259	3,557	1,906	54,946	36.21%
Dollars Cancelled By Court	\$12,058,039.15	\$1,921,173.35	\$741,349.50	\$941,608.98	\$1,179,696.73	\$694,586.34	\$17,536,454.05	36.49%
Cases Resolved	81,184	7,857	4,071	5,307	5,659	3,387	107,465	70.81%
Dollars Resolved	\$24,891,201.93	\$2,776,273.80	\$1,363,397.43	\$1,680,882.08	\$1,977,921.68	\$1,256,359.29	\$33,946,036.21	70.64%
Cases Still in Collection							44,290	29.18%
Dollars Still in Collection							\$14,107,622.83	29.36%

Current Fiscal Year

For Fiscal Year 2023	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Cases Placed	629	951	728	389
Dollars Placed	\$250,115.00	\$375,153.29	\$287,104.61	\$154,434.06
Cases With Partial Payment	20	29	60	95
Partial Payments Reported	\$2,070.94	\$4,064.36	\$11,627.13	\$14,114.89
Cases Paid in Full	346	425	457	254
Dollars Paid in Full	\$95,651.35	\$124,698.53	\$122,427.59	\$68,147.98
Cases Cancelled By Court	741	407	459	299
Dollars Cancelled By Court	\$248,609.72	\$144,220.60	\$181,201.07	\$120,554.95
Cases Resolved	1,087	831	916	553
Dollars Resolved	\$378,991.12	\$304,443.10	\$355,546.63	\$217,378.44

City of New Braunfels, Texas
RFP 24-011, Case Resolution and Delinquent Account Collections

Current Fiscal Year Communication

For Fiscal Year 2023	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Number of Postcards Mailed	678	1,007	616	362
Number of Letters Mailed	6,195	10,324	14,657	5,982
Number of Calls Made	16,505	15,476	10,658	8,220
Number of Calls Received	439	529	572	462
Number of Text Messages Requested	26,848	43,737	52,076	34,344

Activity Report

Phones	Number of Accounts	Amount Due
Accounts with at least one Good Phone	31,300	9,516,171.56
Accounts with no phone or only Bad Phones	11,519	3,684,099.68
Total	42,819	13,200,271.24

Addresses	Number of Accounts	Amount Due
Good Address	23,378	7,301,944.98
Bad/Incomplete Address	56	17,598.66
Bad/Returned Address	8,078	2,680,718.04
Outside of Texas Address	11,307	3,200,009.56
Total	42,819	13,200,271.24

Age of Offense	Number of Accounts	Amount Due
Less Than a Year	1,263	480,335.79
One To Three Years	3,942	1,541,181.99
Three To Five Years	3,856	1,454,346.49
More Than Five Years	33,754	9,723,663.47
No Offense Date Provided	4	743.50
Total	42,819	13,200,271.24

Age at time of Placement	Number of Accounts	Amount Due
Less Than a Year	24,342	8,606,354.72
One To Three Years	4,804	1,393,726.33
Three To Five Years	2,976	788,299.19
More Than Five Years	10,693	2,411,147.50
No Offense Date Provided	4	743.50
Total	42,819	13,200,271.24

MANAGEMENT REPORTS

Standardized reports are available to the City and automatically generated and delivered by our Data Processing, Accounting, and Client Services Departments. In addition, MVBA provides you **Client Web Access** to view your cases and allows city staff to view all collection activity for a defendant. We aim to maintain as much transparency as possible, enabling our clients to audit our efforts at their convenience. Listed below are some of the reports available to you.

Acknowledgment Report

MVBA's Acknowledgement report is sent to the client within seven days of receiving new cases in our system. This provides the client an opportunity to verify that MVBA received the cases that were intended to be sent.

Transaction History Report

MVBA Transaction History Report is used to notify the clients daily of payments taken at MVBA. The report provides the defendant's name, payment amount, current balance, date paid, and case status. The transaction report is faxed or emailed daily, with all payments received or posted daily.

Collection Activity Report

MVBA Collection activity report summarizes letters mailed, phone calls, cases referred to collections, and the number and amount paid. The report further provides the number and dollar amount of the cases canceled/recalled and the total number and dollar amount of cases resolved. This report is broken down by year and quarter and also for the life of the contract and is emailed to our clients quarterly.

Invoice

MVBA's invoice provides a detailed list of cases paid to the Court and MVBA. Each payment is itemized and includes the defendant's name, client number, date paid, date the payment was posted, money paid to each party, and the corresponding fee and current balance. On Monday, the invoice is created and sent to the client with a check (ACH available).

Statement

This is a monthly listing of all invoices submitted, reflecting the total collections for the month and the total fees due that MVBA shows as open and ready to be paid by the client.

FLEXIBILITY IN REPORTING NEEDS

MVBA can generate virtually any type of report that the City requires. Reports are customized based on a client's particular data element specifications at the frequency required by each client.

CITY STAFF INVOLVEMENT

All collection work is performed by MVBA staff. The primary responsibilities of city staff are to electronically transfer new submissions and payment reports. However, if the City wishes, MVBA will manage these tasks with our qualified client service representatives, who will run these exports on behalf of our clients on-site or remotely, receipt monies collected, payment of invoices, and respond to MVBA when a dispute arises. The level of involvement beyond these tasks mentioned above is at the sole discretion of the City.

FIRM EXPERIENCE

COURT COLLECTION EXPERIENCE

BACKGROUND

McCreary, Veselka, Bragg & Allen P.C., Attorneys at Law, has over 61 years of experience collecting government receivables utilizing one of the nation's most technologically advanced debt collection programs. While our collection efforts extend beyond Texas, including all 50 States and US Territories, Canada, and Mexico, we are Texas-based and focus on providing collection services to Texas governmental entities. We believe in providing excellent customer service, which means responding to our client's needs promptly while at the same time focusing on producing results. During our decades of providing stellar service, we have designed and implemented collection programs that increase our clients' revenues while optimizing their resources. The firm presently represents over eight hundred local governments in collecting delinquent debt. Many of these clients have been with us for over thirty years. All work for fines and fee collections is done at our home office at 700 Jeffrey Way, Suite 100, Round Rock, Texas 78665.

MVBA understands that the city is seeking a complete municipal collection solution that will help you achieve your highest priority objectives. MVBA has successfully represented the City of New Braunfels in collecting delinquent court and utility cases since 2005. We know your community and are dedicated to serving the City and its citizens with integrity. When utilizing our services, the City reduces governmental expense, increases public awareness, increases case closure rates, provides additional revenue, and increases court efficiencies. MVBA knows that not all clients are alike, and not all courts are alike. MVBA customizes our program based on the unique needs of each Court. We emulate your Court's policies and procedures and become an arm of the Court as your "virtual clerk." We are committed to helping you resolve and collect your delinquent cases with a consistent, practical approach throughout our working relationship. MVBA is committed to extending additional services at no cost to increase efficiencies and reduce costs as the City deems necessary.

MVBA has collected delinquent court fines, fees, and costs for over 19 years. We began working for Texas municipal and justice courts after the original change to Section 103.0031, Texas Code of Criminal Procedure, was passed by the Texas Legislature in 2001. We focus on serving municipal, justice, and county courts in Texas. Since the program's inception, MVBA has expanded the collection of delinquent court fines, fees, and costs to 359 Texas courts, including 208 municipal courts and 151 district, county, and justice courts.

Because we represent courts across Texas, including the Justice of the Peace courts in Comal County, Hays County, and Guadalupe County, we may already have current information on a defendant with outstanding court fines and fees in multiple jurisdictions. We view this as a tremendous advantage to the City.

To keep abreast of issues of concerns for our clients, MVBA is a member and supports numerous municipal and county associations, including:

- Texas Municipal League (TML)
- Texas Municipal Courts Association
- Texas Court Clerks Association
- Texas Marshals Association
- Government Finance Officers of Texas
- Texas City Management Association
- Texas Justice of the Peace and Constable Association
- Various other municipal and county government associations.

MVBA is a long-standing member of ACA International, which provides instruction, seminars, and continuing education on all the governmental regulations related to the collection industry. MVBA staff receives training that is relative to all aspects of debt collection. Personnel training is a crucial component of our collection program. All MVBA collection personnel must obtain and maintain Certification through the American Collectors Association International (ACA) as a Certified Professional Collections Specialist. The management of MVBA is an active participant in the ACA educational programs and provides continuing education to the collection staff. Our Certified Collection Specialists and internal operations and administrative staff are required to maintain a working knowledge of all Texas State and United States Federal laws regarding debt collections, including but not limited to the Fair Debt Collections Practice Act (FDCPA), the Driver's Privacy Protection Act (DPPA), the Fair Credit Reporting Act (FCRA), and State law compliance.

We conduct license reviews through Cornerstone Support in Georgia and maintain licenses in the states requiring a law firm to be licensed to perform consumer-related collection activities. We believe our collection record reveals our strong capability to collect delinquent cases in and outside the State of Texas. MVBA has the Third-Party Collector bond required by Texas law (Sec. 392.101, Texas Finance Code) to do business as a collection agency.

Please see the Exhibits for a copy of the Bond.

All personnel are well-versed in court terminology and court processes. Management and Client Service Coordinators (CSCs) attend legislative updates through various Texas Associations to stay abreast of all legislation pertaining to municipal court collections and the Texas Code of Criminal Procedure Chapter 103. One CSC is a former chief justice clerk of fifteen years and taught for the Texas Justice Court Training Center. Two CSCs are former City Marshals with collectively over 30 years of experience in city policy and court collection experience.

MVBA understands the importance and complexities of collecting delinquent court fines and fees. We have consistently recognized our clients' commitment to honor and uphold the judiciary. Considering the recent Department of Justice Opinion and changes in current

legislation, while revenue is a component of the collection process, we are committed to supporting our clients in upholding defendants' Constitutional rights, and all defendants are, and always have been, directed to exercise their right to appear before the Court.

CONTRACTOR RESPONSIBILITIES

MVBA is well versed in court terminology and is familiar with the legal distinctions of each type of case coming from the Court's delinquent case files and submitted to MVBA. MVBA guarantees it will adhere to the specifications and Scope of Services outlined in the City's Request for Proposal and take no exception to the requirements described in this solicitation.

PROJECT MANAGEMENT PLAN

The MVBA team has gained wisdom from implementing solutions for hundreds of Texas clients like New Braunfels Municipal Court. After contract execution, the City was assigned a qualified and effective Project Management Team. MVBA implements our program within thirty days upon contract receipt, provided the City and Court are ready to begin implementation. MVBA receives files electronically and processes these account files within 24 hours of receipt.

Goals and timelines were established after a thorough pre-implementation meeting with MVBA and City staff. Your MVBA Project Manager organizes internal processes within MVBA to accommodate the City's timelines, guidelines, and procedures. Your MVBA Project Manager ensures your needs are considered every step of the way, from project implementation to the execution of the contract.

These steps include:

- Project planning and implementation meeting
- MVBA facilitation; internal set-up of the secure FTP set-up
- Review of the City of New Braunfels's work plan with MVBA staff
- Collaboration with City software vendor, testing
- Electronic File Transfer
- End-user training and tips on how to manage and transfer files.
- Providing and reviewing with you a comprehensive procedures manual
- Ensuring your staff is comfortable and ready to begin the program.
- Ongoing on-site consultation and reporting (monthly, quarterly, as frequently as needed)

PROJECT IMPLEMENTATION

We strive to simplify the set-up process for our clients with hands-on support every step of the way. Our simple process allows your team to focus on what matters most while getting all the help you could ask for from our expert personnel. While a lot of work is going on in the background, we've drilled our onboarding process down to three easy steps to make our clients' onboarding experience quick and easy.

1. KICK-OFF AND INTRODUCTION CALL

Our experienced Client Service Team reaches out shortly after contract signing to schedule an initial onboarding call. During this time, we gather all relevant information. You can ask questions, provide valuable information on your existing process, schedule your Implementation Meeting, and be assigned a Client Service Coordinator. You will also be offered the option to choose the most convenient method of completing your Implementation Meeting – virtually or on-site in your City.

2. IMPLEMENTATION MEETING

Once you've scheduled your Implementation Meeting, you will receive a checklist of items to prepare for and login IDs and passwords for logging into our SFTP servers and Client Web Access. Your Implementation Meeting is all about customizing the perfect process for you, helping you understand the software use, reviewing user guides and support tools, and ensuring that your team is completely comfortable using the systems we provide to streamline communications and reporting. Then, once ready, MVBA offers assistance transferring files remotely or through your on-site Client Service Coordinator.

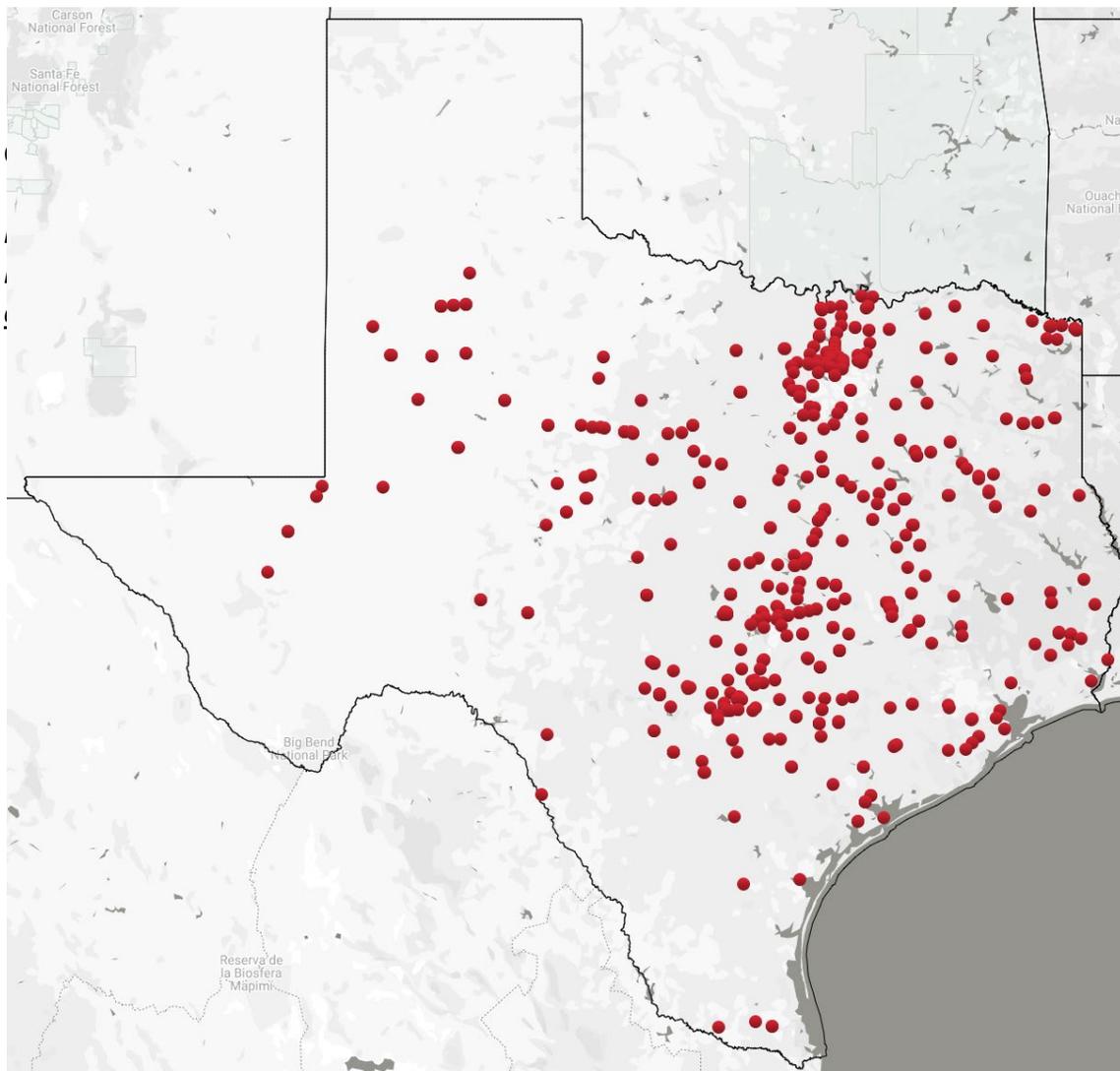
3. REPORTING, REVIEWS, AND PERFORMANCE MANAGEMENT

After file transmission, you're live and ready to go! Your dedicated Project Management Team provides ongoing support and resources to maximize the tools provided, generate reports, and assist with day-to-day issues and questions. Along with the quarterly reports provided, your Project Manager and CSC will create a schedule at your discretion (monthly, quarterly, or semi-annually) to review performance, exchange ideas, and gain feedback.

TEXAS COURT COLLECTION EXPERIENCE

TEXAS COURT REPRESENTATION – AT A GLANCE

Since 2001, our expertise in assisting Texas courts in resolving outstanding fines, fees, and costs is unmatched in the industry. This is evident with our representation of over 359 courts in Texas, including 208 municipal courts and 151 county and justice courts. The map below depicts our presentation of these courts across Texas.

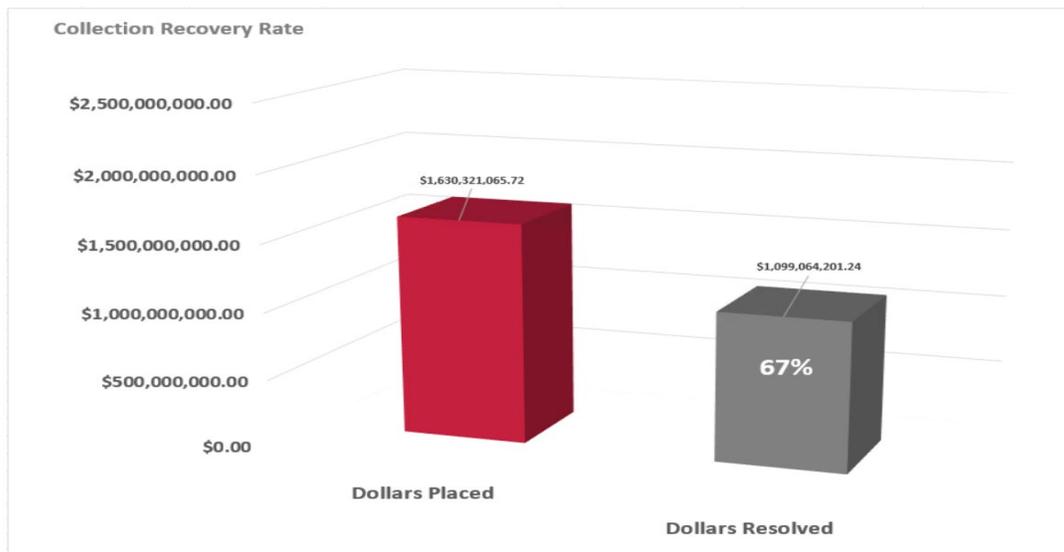


COMPARABLE STATISTICS – MUNICIPAL COURTS

Client	Dollars Placed	Dollars Paid	Dollars Resolved
City of San Angelo Municipal Court	\$48,012,031	\$17,793,197	\$33,882,733
City of Waco Municipal Court	\$44,979,585	\$8,417,452	\$27,510,648
City of Conroe Municipal Court	\$43,487,629	\$13,680,878	\$34,326,837
City of Temple Municipal Court	\$39,100,332	\$10,705,456	\$25,725,422
City of Abilene Municipal Court	\$35,869,253	\$9,775,172	\$21,361,631
City of Bryan Municipal Court	\$27,962,394	\$6,996,826	\$20,343,154
City of Lewisville Municipal Court	\$26,369,711	\$9,719,733	\$19,199,572
City of Port Arthur Municipal Court	\$24,147,982	\$3,253,448	\$15,757,187
City of Duncanville Municipal Court	\$18,928,297	\$3,127,163	\$12,836,080
City of Forest Hill Municipal Court	\$18,642,274	\$3,923,669	\$14,598,788
City of Victoria Municipal Court	\$17,100,902	\$4,149,800	\$10,204,952
City of Round Rock Municipal Court	\$17,044,303	\$5,353,521	\$10,984,850

PERFORMANCE

Since the program's inception in 2003, MVBA has resolved over sixty-seven percent (67%) of our clients' submission dollars.



REFERENCES**CLIENT: City of Round Rock Municipal Court**

LOCATION: 301 W Bagdad, Round Rock TX 78665
CONTACT PERSON AND TITLE: Christine Valdovino/Court Administrator
TELEPHONE NUMBER: 972-780-5017 fax 972-780-5077
EMAIL: cvaldovino@roundrocktexas.gov
SCOPE OF SERVICES: Collection of delinquent court fines & fees, warrant round-up services
CONTRACT PERIOD: 3/1/13 to present

CLIENT: City of Port Arthur Municipal Court

LOCATION: PO Box 1089 Port Arthur, TX 77641
CONTACT PERSON AND TITLE: Andetria Jones/Court administrator
TELEPHONE NUMBER: 409-983-8686
EMAIL: andetria.jones@portarthurtx.gov
SCOPE OF SERVICES: Collection of delinquent court fines & fees, warrant round-up services
CONTRACT PERIOD: 8/27/15 to present

CLIENT: City of Leander Municipal Court

LOCATION: PO Box 319 Leander, TX 78646
CONTACT PERSON AND TITLE: Barbara Shannon/Court Administrator
TELEPHONE NUMBER: 512-259-1239- fax 512- 528-2713
EMAIL: barbara@leandertx.gov
SCOPE OF SERVICES: Collection of delinquent court fines & fees, warrant round-up services, scofflaw processing
CONTRACT PERIOD: 5/21/2009 to present

CLIENT: City of Bryan Municipal Court

LOCATION: PO Box 1000, Bryan TX 77805
CONTACT PERSON AND TITLE: Chad Eixmann/Court Administrator
TELEPHONE NUMBER: 979-209-5400 fax 979-731-1760
EMAIL: ceixmann@bryantx.gov
SCOPE OF SERVICES: Collection of delinquent court fines & fees, GIS mapping, warrant round-up services
CONTRACT PERIOD: 7/1/2007 to present

CLIENT: City of Cedar Hill Municipal Court

LOCATION: 285 Uptown Blvd.
CONTACT PERSON AND TITLE: Bobbie Spence/Court Administrator
TELEPHONE NUMBER: (469) 272-2930 ext 1046
EMAIL: bobbie.spence@cedarhilltx.com
SCOPE OF SERVICES: Collection of delinquent court fines & fees, warrant round-up services, GIS mapping
CONTRACT PERIOD: 3/28/08 to present

TECHNOLOGY AND SYSTEMS

COMPUTER NETWORK

MVBA has the most advanced hardware and software in a Debt Collection Program. Our computing environment combines Windows 11 Enterprise and Windows 10 Professional PC operating systems. We are transitioning towards exclusively using Windows 11 Enterprise, with the phase-out of Windows 10 Professional targeted for completion by the first quarter of 2024. The server infrastructure is built on VMware vSphere hypervisors, which host a fleet of robustly secured Windows Server 2019 virtual machines. There is comprehensive segmentation both within and across these two platforms, ensuring optimal performance and security.

MVBA uses a national debt collection software package customized to MVBA specifications to receive, data mine, process, and disseminate the information provided by clients in various letters, reports, legal proceedings, and electronic mediums. MVBA software interfaces with Incode Software.

Our computer resources enhance communications with clients through the Internet or modem. Email or SFTP is the preferred delivery method for data transfer. MVBA's secure network allows clients to send and receive information as frequently as they desire.

Software: Latitude Software is an advanced collection management system developed based on today's standards in information technology. It delivers powerful features and functions standard in an actual Windows environment.

Latitude Software includes an intuitive, easy-to-use GUI interface that allows you to perform cross queries by client/product/date received ranges/pay date ranges/work date ranges/excellent & bad addresses/best time to contact ranges/balance ranges/collector queues/etc. Once the City criteria are isolated, we can move/export/ document /etc. The City's cases, managing the City's inventory. The Latitude Collection System provides the flexibility necessary to serve our government client base.

Data security is maintained by defining what features employees see and how they use them. The user specifies how long a case is active, the frequency of contacts, how and when they must pay, and when they are purged. Client billing, payment, and reporting cycles are established client-by-client.

Real-time Changes and Status Reports: We can immediately change cases and view status reports. This allows us to maintain accurate records and alerts us to any needed changes to the collection program. For example, when a case is paid online, or the City notifies us that a case has been paid, the case is immediately updated and removed from collection activity, including a dialer campaign.

IT Staff: MVBA has two full-time network administrators, one dedicated Fines and Fees Systems Analyst, two data information managers, six programmers on staff, and our collection software vendor to analyze and implement enhancements to our collection program.

Hardware: The IT staff at MVBA employs the latest technology for their networking and storage architecture. The computers and servers in the central Round Rock office run over gigabit ethernet via DELL switches. Our branch offices and disaster recovery site are networked to the primary office via secure IPSEC VPN to VPN connections over a 2xT1 WAN link using Cisco PIX firewalls. References to the internet at the Round Rock office are filtered using a Cymphonix Composer firewall device that allows the network administrators to filter web content, prioritize bandwidth, control applications for faster performance, monitor user activity, and stop internet threats.

MVBA runs MS Windows Server 2019 on all production servers in a virtualized environment utilizing an EMC Clariion CX310 processor and SAN with 2 Terabytes RAID 5 and 1/0 storage. VMWare ESX server software runs the virtual servers on three DELL PowerEdge 2950 servers; each has 12 GB of RAM and two quad-core Xeon 2.66 GHz processors. The PowerEdge servers are connected to the SAN via redundant Brocade switches. The configuration of these servers provides complete failover in the event of a hardware failure; virtual servers will "migrate" to one of the other servers with absolutely no downtime or interruption to the users connected and zero data loss. The virtualized environment runs on a fiber optic backbone running at 2 GB. Critical data is mirrored/replicated using EMC RepliStor over the internet WAN link to our disaster recovery site so that data will not be lost. In the event of a complete crash of the collections data server, we can fail-over to a "mirrored" server at the disaster recovery site in less than 10 minutes with no data loss. Data is also backed-up throughout the day to tape and carried off-site to a secure location each day. The IT staff is on-site from 8 to 5, Monday through Friday, except for holidays. However, our servers are monitored 24/7 for security breaches and potential problems.

ELECTRONIC DATA TRANSFER

MVBA collection software is built on the latest [Microsoft.Net®](#) development and SQL Database technologies. Our software interfaces with all major court software vendors. It automates and supports all aspects of our collection program. This includes skip tracing, the call center, payment processing, reporting, accounting, invoicing, and data file transfers.

MVBA handles data provided in all the Incode platforms and versions, including version 10. We have been successfully interfacing with Incode for almost fifteen years. MVBA absorbs any costs associated with the programming and interface of this export and update module.

MVBA receives data from the Court by placement on our secure file transfer protocol (SFTP) site. Court staff can utilize this SFTP site to transfer collection cases securely and with confidence. MVBA will provide data files that the City requires via SFTP in the format that the Court needs. Project data is accepted in any form via SFTP. MVBA works with each client to design an import program that will enhance the efficient data flow to both organizations. Data

is loaded into our system the day it is received and verified, thereby detecting any error at the beginning of the process. Once the data is loaded into the MVBA system, various integrity checks are performed to verify the data received. The Court is then provided an "inventory" of the information received to allow for verification by the Court.

Once the data is loaded and verified into our system, it is given, electronically and in batch, to one of our national skip-trace partners to validate and update address and telephone information. This information is received in an electronic format and brought back into the MVBA system in batch for nearly instantaneous updates of the files. The cases are then prepared to be processed for letters, and any case with a phone number is placed in the dialer queue so that phone calls can begin once letters are mailed. The language indicator on the case will be noted to forward the case to a bilingual Collection Specialist.

This process repeats itself upon the receipt of all new cases. A similar process occurs when information concerning previously referred cases is received from the Court staff. This information is loaded into the system to alter or stop collection activity.

INCODE INTERFACING

MVBA has two IT Managers who oversee the network and security of all systems, one IT Manager who is dedicated to all programming and data compatibility issues, and two Data Managers who actively handle data import and export files to and from the City and MVBA. In addition, MVBA has a staff of six Programmers and Engineers.

MVBA has an excellent working relationship with Tyler Technologies and interfaces exceptionally well with each of their court software collection programs (Incode and Odyssey). We have been successfully interfacing with Incode since 2003. Over eighty percent (80%) of our municipal court clients utilize Incode as their court management software. All MVBA Client Service Coordinators and Internal Client Service Specialists are trained in the export modules and the export processes within the software. MVBA works easily and seamlessly in its various platforms and already has programming to manage the City's case load when electronically uploading new cases and transferring data.

CLIENT WEB ACCESS – SECURE ACCOUNT MANAGER

With MVBA'S Web Access, the City can see what has been accomplished on your cases "*real-time*" and at your convenience. Security is guaranteed with your secure login. The City may have an unlimited number of secure user logins.

You can review collection activity reports online, view call center activity, access individual defendant information, and much more. This system is an online audit tool for our clients to track and monitor our activities, providing transparency and valuable data for your Court staff. Every activity that has occurred on an account is documented.

Some of the features include:

- Accessible via a link directly from MVBA's website
- Search by Name, Case Number, or Phone Number

- View pertinent details, including case number, unique reference number, newest address, phone numbers, payments or adjustments, balance, collector notes, number, and date letters mailed.
- All reports may be downloaded in Excel or PDF formats. Some of these reports include:
 - > Invoices
 - > Statements
 - > Statistical reports
 - > New defendant address information
 - > Status reports
 - > Paid in full cases
 - > Partial payments
 - > Default on payments
- Messaging and tracking system – allows you to send and track messages to MVBA on any case or send a general message.

TELEPHONY TECHNOLOGY

Through our LiveVox software and our advanced dialing technology, our collection specialists can complete up to 250 calls per shift. In addition, the software can complete up to 12,000 calls per day, relaying operator intercepts, busy signals to retry, and marking notes accordingly on each account in MVBA's Collection Software. Our system screens out busy signals, no answers, and operator responses and updates the cases for call backs at another time. It anticipates how long an operator will be on each call and has the next caller on the line when the call is completed. Unlike telemarketing firms, algorithms are utilized so that the outbound dialing speed is automatically adjusted to ensure there are no "dead zones" when the called party answers, eliminating hang-ups and increasing productive contacts.

One of the most productive aspects of our dialing technology architecture is that the system is co-resident with our Latitude Software. Every collector is connected to the dialing software

through our collection system, which eliminates any restrictions on the number of collection specialists allowed on a call campaign at one time.

All phone numbers provided by the client are scrubbed to determine whether they are a landline or cell phone. All phone numbers discovered while skip tracing are verified as landline or cell phones. We use state-of-the-art dialing technology for all of the landlines. Cell phones are placed in this technology once consent is received from the defendant. There are no "Robo Calls". A professional collection specialist attends all calls. Once a number is answered, either live or voicemail, the specialist takes the call to talk with the individual or leave a message. There is no wait time between when the call is answered and when the specialist takes over the call.

The collection specialist manually dials cell phones with no consent during designated daily campaigns. All calls comply with the Fair Debt Collection Practices Act (FDCPA), Telephone Consumer Protection Act (TCPA), Texas Debt Collection Act, and other state laws. Professional Collection Specialists receive regular refreshers on all applicable laws, changes, and professional techniques.

MVBA sends text messages to verified cell phone numbers. Each text notifies the defendant of one of their citations and how to contact us to resolve it. We also provide an option to opt out of any further text messages.

RECORD MAINTENANCE AND RETENTION

MVBA can maintain all collection information, from placement to reporting, within Latitude, the collection software we presently utilize. Our system is designed with excess capacity, enabling us to continue adding new placements and the corresponding transactions and history while increasing the entire system's efficiency. This information is part of a daily, weekly, and monthly backup routine, which safeguards the data in case of a system crash or disaster. The daily transactions and collections information is also incrementally backed up several times daily to ensure immediate recovery of the current transactions. The placements and the corresponding history of activity, healing, or collection are not the only information routinely maintained in our system.

Each incoming and outgoing phone call handled in our call center is recorded. These calls are moved off the server early each morning and archived remotely. These calls are immediately accessible should an occasion arise that a client would like to review a particular conversation with a defendant. These calls are part of the same backup routine as all other data. Our records are retained on our backups and, in the case of the phone calls, eventually burned to a DVD or some other media that can be easily accessed. Placement, collection, and recovery data are easily accessible at all times.

SECURITY

Security is an essential focus at MVBA and is part of our core culture, whether physical, network, or data security. MVBA considers security an essential part of the daily management of client's accounts; therefore, only select administrative personnel have security clearance to make changes to the defendant account or import a client's file. These individuals establish security levels for each employee who accesses our computer system on a need-to-know basis. Our computer system generates an audit trail of changes and notes made to an account from the moment we receive your imported files, and no individual can manipulate this audit trail.

Physical Security

MVBA places a high priority on securing the physical location in Round Rock, Texas. There is only one door which the public may enter, and each visitor must register with the receptionist and wear a "Visitor" badge at all times. All other entrances to the office require an electronic key card or passcode; these codes are changed periodically to maintain a secure facility. Video surveillance also records all entries into the firm's office. Access to network administrators and the computer room requires an electronic key card. After-hours access to our building is only allowed using an electronic key card or a physical keypad, knowing the appropriate codes to turn off the alarm system. The alarm system is independently monitored and alerts any intrusion or fire on the premises.

NETWORK/DATA SECURITY

Leading firewall and virus protection technology is deployed to protect our computer network and systems from potential intruders and viruses. Our network administrators use specialized software to monitor traffic patterns to and from the web to ensure the system's integrity.

A multiple password scheme protects all computer system admission. When connecting to the system from outside MVBA, a password is required to get to normal user log-on. Therefore, an outsider would not know what type of system they are trying to access without knowing the system password. Once access to the system has been granted, the user must enter a user name/password to access system resources. This combination is unique to each user and identifies to the collection system what capabilities that particular user can have. The system is designed to allow clients to access and monitor only their cases.

All routers and firewalls are upgraded regularly, and all data is 128-bit encrypted; however, encryption is only one tier in MVBA's approach to a multi-tiered security solution. Security is not just about protecting our network from outside threats but also from threats from within. The weakest link in any Information Technology security chain is the human element. Everyone in the organization, from top to bottom, must be informed and motivated about information security to maintain a genuine security culture.

The first step in internal security is awareness. All our employees are aware and trained to recognize and protect against potential threats. Education and awareness empower each employee with the knowledge of their role in protecting our organization's network, which facilitates mitigating risk.

MVBA's Acceptable Use Policy (AUP) is a crucial element of our training for each employee. Our AUP covers Email Usage, Privacy, Passwords, Laptops, Client Data, and Containment (no collector is permitted to work from home or remove transportable storage devices such as CD-ROM, USB key, or floppy from the facility or to transfer data from work to home). No personal files (MP3s) are permitted on MVBA's network.

Workforce training is not a single event. Security awareness requires a commitment to a continuous employee communications and training program. Properly trained employees are a core component of any enterprise security program. Training includes:

- 1) MVBA policy and procedure documents regarding computer usage, especially Internet and email limitations, are a prime element of employee training and are reinforced periodically.
- 2) We also teach employees "best practices" when using the Internet or email (for example, not opening attachments from unknown senders and keeping passwords private). Other information security issues include spam, the dangers of accidentally downloading spyware, and phishing expeditions.

Unless employees are 100% certain that a communication is legitimate, they assume it is not. In addition to Internet security training and regular briefings, memos are distributed companywide when new threats arise, alerting all staff about the danger, how to identify it, and what to do if it is encountered.

- 3) All employee computers and laptops are equipped with the latest security tools and require two levels of passwords for access. Each employee is educated on the application and use of each tool, and the computer system constantly scans for viruses. No individual may gain access to our system via an insecure Internet connection.
- 4) MVBA ensures all employees are aware of the risks associated with internal security breaches. All staff members are reminded of the importance of reporting unusual or potentially harmful activity amongst other employees.

The integrity of hard-copy files cannot be overlooked. Hard copy information often displays content deemed confidential; therefore, employees are trained to discard this information in secure receptacles and shredded by MVBA's bonded on-site shredding company. Our layered, multi-tiered approach to security provides both MVBA and our clients with maximized security solutions that enhance our client's confidence in MVBA.

DISASTER RECOVERY

At MVBA, we recognize a big difference between backup and recovery plans. Our recovery plan does not deal solely with disaster recovery. We also have procedures for common data loss, such as an employee deleting the wrong file or a missing email. Email is a critical recovery priority, along with information, payment histories, partial payment contracts, collector notes, skip-trace data, remittance data, and inventory data.

All recovery efforts are accomplished through software and our Information Technology Department. Our Recovery procedures and systems are tested regularly. If a third-party vendor is needed to help facilitate recovery efforts, this vendor will sign a Non-Disclosure Agreement. All switch and router settings, passwords, and device baseline information are stored off-site. All servers, firewalls, and routers are upgraded regularly by our Information Technology Department.

Software procedures back up hard drive sectors instead of simply copying individual files. This allows our IT administrators to make exact copies of the disks for faster restoration to a "bare metal" system if necessary.

All of our Direct Access Storage Devices (DASD) are redundant. We maintain a complete backup of live data. In addition, we do a complete backup nightly to DDS-4 data cartridges. The daily tapes are archived for three weeks, the weekly tapes are archived for a month, and the monthly tapes are archived for a year. All data storage is safely vaulted off-site.

FEE STRUCTURE

PROPOSED FEE FOR DELINQUENT COURT FINES AND FEES COLLECTIONS

For the collection of delinquent Fines and Fees, MVBA proposes the following as compensation for professional services rendered:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, a fee of zero percent (0%) of the amount collected by the court on those cases in which the data files are transmitted to MVBA by electronic media.
2. For those Fines and Fees imposed against Unadjudicated offenses that occurred on or after June 18, 2003, and for adjudicated offenses regardless of the date of occurrence, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the City, as provided by Article 103.0031 of the Texas Code of Criminal Procedure. MVBA understands all court costs due to the State will be paid first.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs, or fees are discharged through the performance of community service, credit for jail time served, the discretionary removal of a collection fee by the court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

FEE CALCULATION

Per statute, thirty percent (30%) of the total amount due the court may be added to the defendant's case by the court. The client's court software adds this fee upon the export of a new collection file. The fee sequence within your software should be set to allocate the collection fee after State fees and Court costs. This ensures that MVBA's fee is applied after all other mandatory fees have been allocated. This is particularly important in cases where defendants have a payment agreement and are making incremental payments to the Court or MVBA.

Court Fines & Fees Calculation Example:

Total outstanding amount before sent to collection vendor:

262.00

$\times 30\% = 78.60 + 262.00 = 340.60$ (Total amount due)

The following formula is used to calculate the fee due the collection vendor and to back out the fee:

Total amount due and collected:

340.60

$\times 23.07692\% = 78.60$ (Total fee due)

FEE CALCULATION PER TRANSACTION

The calculation of fees per transaction is contingent on each client's software and how the software allocates and applies the fee per transaction. MVBA is well-versed in each type of court management software and allows us flexibility depending on each client's software and how it allocates fees. These reports will enable us to make any adjustments and to match the court's allocation of fees to the penny.

MVBA utilizes an Incode general ledger report called the CL Distribution Report monthly. It contains the amount collected and fee by transaction disbursement, allowing us to match fees posted to the penny, thereby alleviating potential invoice discrepancies.

INVOICE CALCULATION

MVBA's collection software, Latitude, automates the calculation of fees due. The same formula used to calculate fees is programmed within our software and is used to calculate fees due on each case collected. However, as noted in the above section regarding fee calculation per transaction, MVBA does not generate invoices based solely on what our system calculates but on what the court's system has allocated. By utilizing the CL Distribution report generated by the court for the prior month, MVBA can produce an invoice of all payments posted to the court's system. This includes any payments received by MVBA and remitted to the court weekly. This methodology ensures that amounts invoiced correctly match the court's disbursement of fees due MVBA.

INVOICE FREQUENCY

MVBA can invoice the City at the frequency the City requires. MVBA forwards all monies collected weekly by ACH deposit or checks, depending on the City's preference. These weekly funds are remitted to the court along with a deposit report. Invoice approval is utilized when clients accept funds via ACH. This ensures that the amounts collected are correct and provides the easiest court reconciliation. Sending funds weekly enables our clients to receive monies expeditiously, and the court can receipt those funds quickly. Monthly invoices are generated for payments to the court or MVBA. We ask that the City remit fees due MVBA monthly based on the invoice sent for that month. A statement is generated along with the monthly invoice and identifies any outstanding invoices.

MONTHLY REMITTANCE – LATE CHARGES/INTEREST

MVBA asks that our clients submit fees due within 45 days after the close or end of the month after the invoice is generated for the month. Our accounting department sends reminders via email of monthly outstanding invoices, and a statement is mailed each month identifying any unpaid invoices. MVBA does not charge our clients late fees or interest penalties due to untimely remittances.

INVOICING

Invoices are generated for payments paid to the Court or City office and MVBA directly and contain:

- Defendant/debtor Name
- Account number (Court's ticket or docket number or City account number)
- Status (partial payment or paid in full)
- Date of assignment (date submitted to MVBA)
- Date Posted
- Date Paid
- Amount Paid
- Paid MVBA or Paid Client
- MVBA Fee
- Fee Rate
- Balance

SAMPLE INVOICE

Please see Exhibit 1, Sample Reports, for a sample invoice and statement

ALTERNATIVE RESOURCES AVAILABLE TO THE CITY

Recently, some law firms that routinely bid on collection services covered by this RFP include an annual cash payment of \$25,000.00 to the prospective client in their proposal. In evaluating an offer of a cash payment, Rule 7.03(c) of the Texas Rules of Professional Conduct, as set forth by the State Bar of Texas, states as follows:

A lawyer, to solicit professional employment, shall not pay, give, advance, or offer to pay, give, or advance anything of value, other than actual litigation expenses or other financial assistance as permitted by Rule 1.08(d), to a prospective client or any other person.

Accordingly, a proposal submitted by a law firm offering a cash payment directly violates Rule 7.03(c) of the Texas Rules of Professional Conduct of the State Bar of Texas.

When the City chooses to award the contract to MVBA, we propose that twenty percent (20%) of all revenues paid to MVBA by the City be paid to the City to help manage the relationship and information exchange with MVBA. The payment will be made on October 15th of each year when the contract is in effect.

Additionally, MVBA offers the City other innovative service enhancements at no additional cost. Through consistent client communication and feedback, MVBA is continually pursuing opportunities to provide innovative service enhancements that increase efficiencies, expand resources, and reduce client costs. MVBA will beta test a new enhancement with a few clients, and once we have determined that the process or product is working seamlessly and advantageous to clients, we will roll out the new service announcement to all our clients. Some of the enhanced services we currently offer at no additional charge to our clients include:

SHOW CAUSE COURTESY NOTICES AND JUDGE HEARING NOTICES

File transfer is via SFTP. Flexible formatting options are available. MVBA handles all costs associated with the production and mailing of notices and adheres to the Court's mailing calendar. We only need the form fields in your letter, your letterhead with the logo, and the data in your letter form fields. Usually, the fields are ***Name, Address, City, State, Zip, Court/hearing date***, but we will customize based on your Court's specific fields. This service saves the Court valuable production, material, and postage costs.

PRE-WARRANT CALLS

MVBA began providing this service to large-volume courts to help achieve OCA compliance and decrease internal costs. This service has allowed courts to increase efficiency by freeing up a full-time employee. Utilizing MVBA's technology can help increase court efficiencies and expand resources. The Court provides a list of defendants requiring a courtesy call before issuing a warrant. MVBA calls the defendant on behalf of the Court, and the defendant is instructed to contact the Court. MVBA can also provide this technology to other city departments to help get the word out regarding water restrictions or other community-related messages.

WARRANT-ROUND-UP/WARRANT RESOLUTION SERVICES

We help with localized round-ups and amnesty programs by mailing on your behalf or any other program the Court may offer. MVBA absorbs all production and mailing costs. We also help by getting the word out through your local publications and other media sources and can also help with door hangers or whatever your law enforcement officers may need.

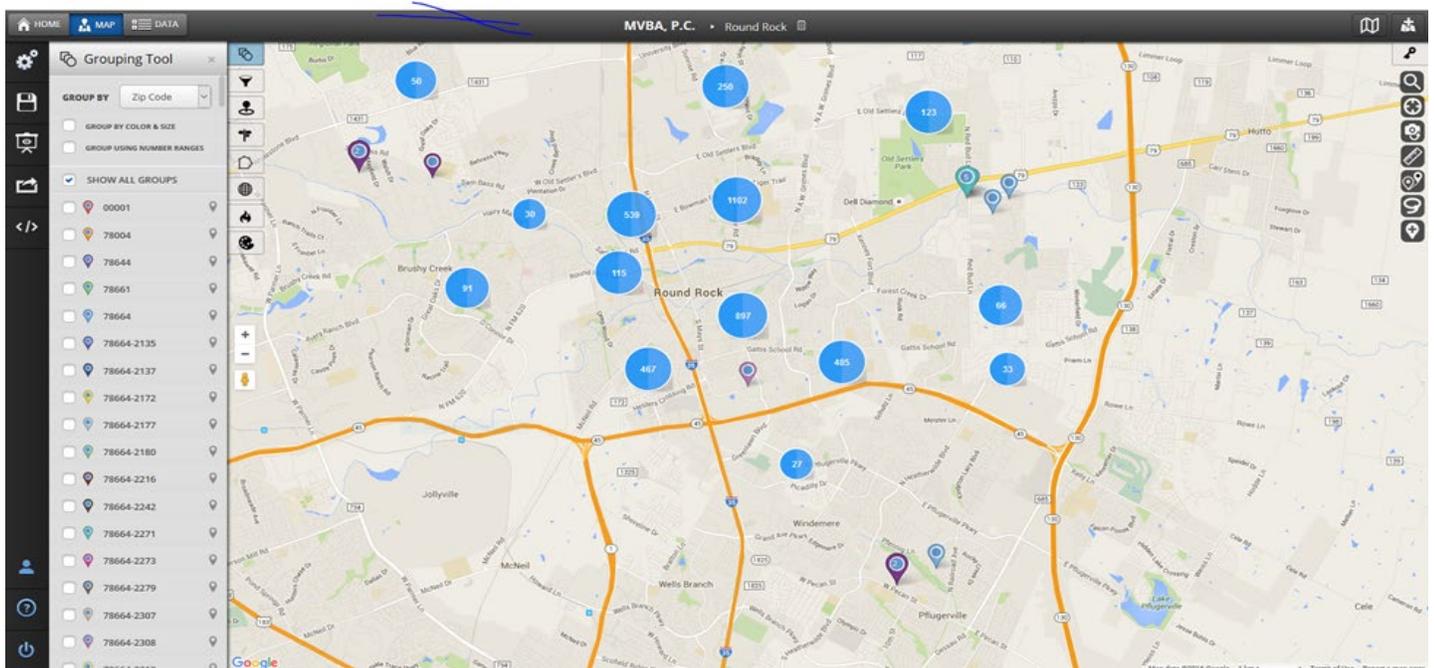
WARRANT ROUND-UP PRE-COLLECTION MAILINGS

MVBA will handle mailing postcards on pre-collection cases on behalf of the Court. MVBA absorbs the cost of all printing and materials. The Court must only provide a list of names and the last address on record. MVBA provides this service at **no charge to the City**.

GIS MAPPING TOOL

MVBA can provide an interactive mapping tool to assist Constables in locating defendants when attempting to serve warrants. The mapping tool increases efficiencies in the efforts of officers serving warrants. Some of the features include:

- *Most current information on defendants*
- *Ability to group and prioritize by balance and geographic location.*
- *Case information on each defendant*
- *Directional instruction to each location*
- *Target mapping can be provided by MVBA staff.*



SPECIALIZED SKIP-TRACING SERVICES

Many clients may need assistance in locating defendants or debtors who have not yet been placed for collection. MVBA can research these defendants and return the applicable information. The Court or Warrant Officers and the Marshal's office can easily download the reports with updated address information.

In addition, clients can access MVBA's Client Web Access, which is their window into our system to view current, real-time information on their defendants.

TEXTING SERVICES

As an MVBA client, your Court will receive an account through our vendor. This service allows you to send a text message to a list of defendants. MVBA funds the cost of the service in full. This service can be used to notify defendants of outstanding warrants or citations.

SCOFFLAW PROCESSING AND REPORTING

MVBA manages all Scofflaw reporting processes and absorbs all costs. MVBA fully funds the costs associated with the TXDMV contract and submits all of the reports on your behalf based on the vehicle information we receive from the Court's file. MVBA provides this service at *no charge to the City*.

TAB 6

*Additional Supporting
Documentation*

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

McCreary, Veselka, Bragg, & Allen, P.C.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

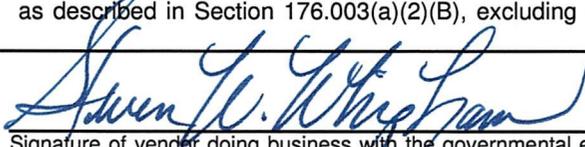
Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

March 10, 2024

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

McCreary Veselka Bragg & Allen PC
 Round Rock, TX United States

Certificate Number:
 2024-1133102

Date Filed:
 03/10/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of New Braunfels, Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 24-011
 Legal Services - Case Resolution and And Delinquent Account Collections

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Steven W. Whigham, and my date of birth is May 24, 1956.

My address is 700 Jeffrey Way, Suite 100, Round Rock, TX, 78665, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 10th day of March, 2024.
(month) (year)


 Signature of authorized agent of contracting business entity
(Declarant)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/1/24 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001165274 of Texas Mutual Insurance Company effective on 2/1/24

Issued to: MCCREARY, VESELKA, BRAGG & ALLEN PC

DBA: MVBA

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

1/24/24

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/1/24 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001165274 of Texas Mutual Insurance Company effective on 2/1/24

Issued to: MCCREARY, VESELKA, BRAGG & ALLEN PC

DBA: MVBA

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

1/24/24

RIDER

BOND NO. 775224817 TX

EFF. DATE OF RIDER: JANUARY 01, 2007

PRINCIPAL: MC CREARY, VESELKA, BRAGG & ALLEN, P.C. ATTORNEYS AT LAW

OBLIGEE: THE STATE OF TEXAS

DATE OF BOND: JUNE 01, 2003

This rider is to be attached to and form a part of the above described bond.

The surety hereby gives its consent to CHANGE PRINCIPAL BOND ADDRESS TO:

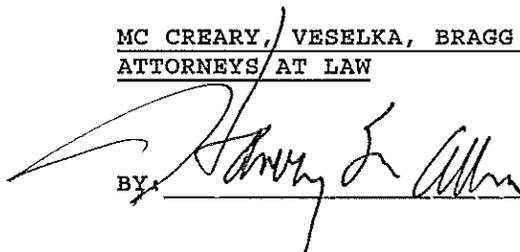
700 JEFFREY WAY, SUITE 100, ROUND ROCK, TX 78664

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned bond other than as above stated.

Signed and Dated on the 26 DAY OF FEBRUARY, 2007.

MC CREARY, VESELKA, BRAGG & ALLEN, P.C.
ATTORNEYS AT LAW

Principal

BY:  _____

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
Surety

BY:  _____

LESLIE LUE SCHWANKL, Attorney-In-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 217691

Certificate No. 001178358

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Patrella I. Wolf, Lisa M. Eubanks, and Leslie Lue Schwankl

of the City of Minneapolis, State of Minnesota, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of September, 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 1st day of September, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of FEB 26 2007, 20 .

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS:

On FEB 26 2007 before me, a Notary Public within and for said County and State, personally appeared LESLIE LUE SCHWANKL known to me to be the Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and that executed the within and foregoing instrument in behalf of said corporation and (s)he duly acknowledged to me that such corporation executed the same.



Patrella I. Wolf

THIRD-PARTY DEBT COLLECTOR BOND

BOND NUMBER: 775224817 TX

KNOW ALL PERSONS BY THESE PRESENTS:

That, we MC CREARY, VESELKA, BRAGG & ALLEN, P.C. ATTORNEYS AT LAW, as Principal, whose address 5929 BALCONES DRIVE, SUITE 200, AUSTIN, TX 78731 and TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA, as Surety, and being a surety company authorized to do business in the State of Texas, are held and firmly bound unto the State of Texas, in the sum of TEN THOUSAND DOLLARS AND NO/100 (\$10,000), payable to the State for the use and benefit of the State or any injured party, lawful money of the United States of America, the payment of which well and truly to be made, we and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT:

Whereas, the above named Principal is engaged in the business of a third-party debt collector in accordance with the provisions of Texas Financial Code, §392.001 et seq.;

NOW, THEREFORE, if the Principal shall conduct the business of said Principal in accordance with the provisions of §392.001 et seq., and if said Principal in the course and scope of the business of said Principal shall not damage any person by any violation of the act, then this obligation shall be void, otherwise to remain in full force and effect.

THIS BOND IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. This bond shall also be construed to be in favor of any person damaged by any violation of §392.001 et seq.
2. That an individual injured by a violation of this act may bring an action against principal and surety on this bond.
3. That the aggregate liability of the surety to all persons damaged by principal's violation of this act may not exceed the amount of the bond.
4. The bond shall not be subject to cancellation by either the principal or the surety unless written notice of intent to cancel is forwarded by the surety and/or principal to the Secretary of State, Statutory Documents Section, at least ninety (90) days prior to the effective date of the cancellation. If the cancellation is at the request of the surety, the surety shall also provide the principal with written notification at least ninety (90) days prior to the effective date of cancellation.

IN WITNESS WHEREOF, said PRINCIPAL and SURETY have been executed this bond, this 29 DAY OF MAY, 2003.

This bond is effective JUNE 01, 2003.

SURETY BY: TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

Eleanore G. Woodward
(Signature)

ELEANORE G. WOODWARD
(Printed or Typed Name)

Title: Attorney-In-Fact

Address: ONE TOWER SQUARE, HARTFORD, CT 06183

Countersigned by: N/A
(Signature)

N/A
(Printed Name)

PRINCIPAL: MC CREARY, VESELKA, BRAGG & ALLEN, P.C. ATTORNEYS AT LAW

Harvey M. Allen
(Signature)
President HARVEY M. ALLEN
(Printed Name & Title)

File completed bond form with:

Secretary of State
Statutory Documents Section
P.O. Box 12887
Austin, TX 78711-2887

(DCB/10/93)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Patrella I. Wolf, Eleanore G. Woodward**, of Minneapolis, Minnesota, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS:

MAY 29 2003

On _____ before me, a Notary Public within and for said County and State, personally appeared ELEANORE G. WOODWARD known to me to be the Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and that executed the within and foregoing instrument in behalf of said corporation and (s)he duly acknowledged to me that such corporation executed the same.



Angela Jill Luscomb

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 3rd day of December, 2002.

STATE OF CONNECTICUT

City of Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By *George W. Thompson*
George W. Thompson
Senior Vice President

On this 3rd day of December, 2002 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault
My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this _____ day of _____, 2002

MAY 29 2003



By *Kori M. Johanson*
Kori M. Johanson
Assistant Secretary, Bond

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>✎ Print your name and address on the reverse so that we can return the card to you.</p> <p>✎ Attach this card to the back of the mailpiece, on the front if space permits.</p>	<p>A. Recipient (Print Name and Address) DOUG BENNETT</p> <p>B. Date of Delivery JUN 06 2003</p>	
<p>Article Addressed to:</p> <p>SECRETARY OF STATE STATUTORY DOCUMENTS SECTION P.O. Box 12887 AUSTIN, TX 78711-2887</p>	<p>C. Signature X JUN 06 2003</p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No 1BPC</p>	
<p>2. Article Number (Transfer from service label)</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>PS Form 3811, March 2001</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p>7000 1670 0009 7757 7382</p> <p>Domestic Return Receipt 102595-01-M-1424</p>	

TAB 7

Deviation from RFP

ATTACHMENT C

EXCEPTIONS AND ALTERNATIVES FORM

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

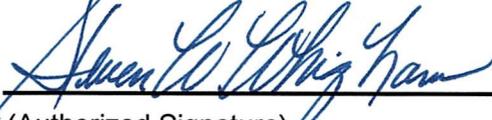
Proposers are to comply with all requirements of this solicitation, otherwise the proposal may be deemed non-responsive. Exceptions may be considered if they are presented with the proposal and if the City determines that the exception does not materially alter the intent of this solicitation or that it exceeds the requirements of this solicitation.

- No Exceptions Taken
 Exceptions Taken – *See attached (Include in Tab 9)
**Note that if any exceptions are taken, all required information must be submitted as an attachment*
-

In the event the Proposer takes exception to any language in this solicitation, they may set forth alternatives by presenting each exception separately by stating:

- a) The specific item or clause for which an exception is requested (citing the page and item number).
- b) The suggested change to the exception, inclusive of proposed new language if applicable.
- c) An explanation as to how the proposed change would benefit the City and/or why the exception is necessary.

Except as may be indicated above, Proposer is in complete agreement with this entire solicitation including any proposed terms, conditions and business arrangements described herein.



(Authorized Signature)

March 10, 2024

Date

Director of Operations
(Title)

TAB 8

Sample Letters & Reports

MVBA Transaction Report

Run Date: 9/5/2022

Payments Taken: 9/4/2022

0000291

SAMPLE COURT

Paid in Full Payments

Name	Account Number	File Number	Paid to MVBA	Total Paid to MVBA	Current Balance	Status Description
DOE, JANE	LP1450201	4386015	\$334.10	\$334.10	\$0.00	PAID IN FULL
DOE, JOHN	LPV1450201	4386016	\$78.00	\$490.10	\$0.00	PAID IN FULL

Partial Payments

Name	Account Number	File Number	Paid to MVBA	Total Paid to MVBA	Current Balance	Status Description
DOE, JOE	LPV1573601	4456795	\$397.00	\$397.00	\$93.10	ACTIVE

*This payment notification is for new payments, partial and paid in full, that MVBA collected for your Court/Office. Please email ffaccounting@mvbalaw.com or call 1-800-287-0013 if you have any corrections on these accounts. Please use the balance column if you need to see which accounts are paid in full and which are partials with a balance remaining.

McCreary, Veselka, Bragg, and Allen, LLC
P.O. Box 1310
Round Rock, Texas 78680

MVBA Invoice

CHECK

SAMPLE COURT

Invoice: 178932 Report Date: 10/19/2022

Name	Account Number	Date Posted	Date Paid	Paid to MVBA	Paid to Client	Fees	Balance
DOE, JANE	LPF0146201	10/08/2022	09/24/2022	0.00	400.00	103.20	47.20
DOE, JANE	LPV1431601	10/08/2022	09/14/2022	0.00	100.00	0.00	617.11
DOE, JOHN	LPF1526601	10/08/2022	09/07/2022	0.00	358.20	94.20	0.00
DOE, JOHN	LP0086901	10/08/2022	09/25/2022	0.00	577.20	133.20	0.00
Report Totals				0.00	1,435.40	330.60	

Total Collections: \$1,435.40
CHECK to be Remitted to Client: \$0.00
Collection Fees due to MVBA: \$330.60

McCreary, Veselka, Bragg, and Allen, LLC
P.O. Box 1310
Round Rock, Texas 78680

MVBA Invoice

CHECK

SAMPLE COURT

Invoice: 176333

Report Date: 09/09/2022

Name	Account Number	Date Posted	Date Paid	Paid to MVBA	Paid to Client	Fees	Balance
DOE, JANE	LP1450201	09/04/2018	09/04/2018	334.10	0.00	77.10	0.00
DOE, JOHN	LPV1450201	05/29/2018	05/29/2018	412.10	0.00	95.10	0.00
		09/04/2018	09/04/2018	78.00	0.00	18.00	0.00
				490.10	0.00	113.10	
Report Totals				824.20	0.00	190.20	

Total Collections: \$824.20
CHECK to be Remitted to Client: \$824.20
Collection Fees due to MVBA: \$190.20

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
City of SAMPLE Municipal Court
Contract Date to Current Date

Phones	Number of Accounts	Amount Due
Accounts with at least one Good Phone	31,300	9,516,171.56
Accounts with no phone or only Bad Phones	11,519	3,684,099.68
Total	42,819	13,200,271.24

Addresses	Number of Accounts	Amount Due
Good Address	23,378	7,301,944.98
Bad/Incomplete Address	56	17,598.66
Bad/Returned Address	8,078	2,680,718.04
Outside of Texas Address	11,307	3,200,009.56
Total	42,819	13,200,271.24

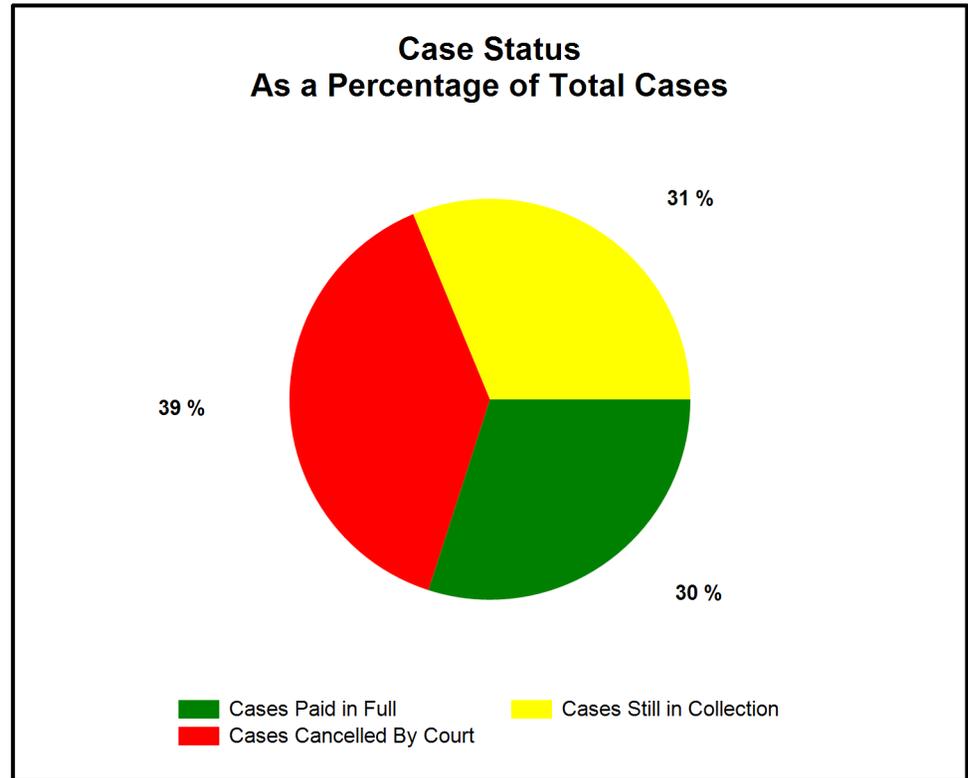
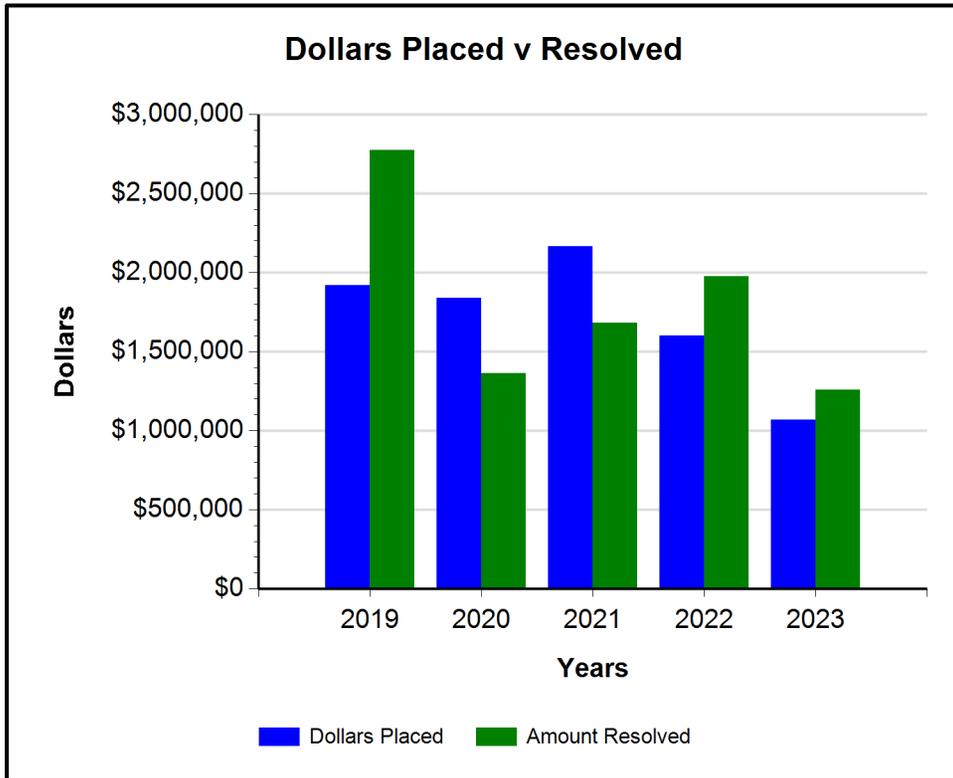
Age of Offense	Number of Accounts	Amount Due
Less Than a Year	1,263	480,335.79
One To Three Years	3,942	1,541,181.99
Three To Five Years	3,856	1,454,346.49
More Than Five Years	33,754	9,723,663.47
No Offense Date Provided	4	743.50
Total	42,819	13,200,271.24

Age at time of Placement	Number of Accounts	Amount Due
Less Than a Year	24,342	8,606,354.72
One To Three Years	4,804	1,393,726.33
Three To Five Years	2,976	788,299.19
More Than Five Years	10,693	2,411,147.50
No Offense Date Provided	4	743.50
Total	42,819	13,200,271.24

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
City of SAMPLE Municipal Court
Contract Date to Current Date

FY: October - September	FY 2018 and Prior	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total	%
Cases Placed	129,909	4,886	4,779	5,449	4,038	2,697	151,758	
Dollars Placed	\$39,463,875.75	\$1,919,025.03	\$1,840,066.17	\$2,164,537.93	\$1,600,369.00	\$1,066,806.96	\$48,054,680.84	
Cases With Partial Payment	1,408	64	95	91	151	173	1,982	
Partial Payments Reported	\$137,778.03	\$7,821.55	\$11,912.80	\$15,016.88	\$33,190.91	\$31,877.32	\$237,597.49	
Cases Paid in Full	31,876	3,195	1,768	2,046	2,102	1,483	42,470	27.99%
Dollars Paid in Full	\$7,717,991.90	\$719,373.45	\$522,607.76	\$639,550.41	\$684,318.95	\$459,596.05	\$10,743,438.52	22.36%
Cases Cancelled By Court	38,634	5,285	2,305	3,259	3,557	1,906	54,946	36.21%
Dollars Cancelled By Court	\$12,058,039.15	\$1,921,173.35	\$741,349.50	\$941,608.98	\$1,179,696.73	\$694,586.34	\$17,536,454.05	36.49%
Cases Resolved	81,184	7,857	4,071	5,307	5,659	3,387	107,465	70.81%
Dollars Resolved	\$24,891,201.93	\$2,776,273.80	\$1,363,397.43	\$1,680,882.08	\$1,977,921.68	\$1,256,359.29	\$33,946,036.21	70.64%
Cases Still in Collection							44,290	29.18%
Dollars Still in Collection							\$14,107,622.83	29.36%

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
City of San Angelo Municipal Court
June 02, 2005 - August 29, 2023



McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
City of SAMPLE Municipal Court
Contract Date to Current Date

For Fiscal Year 2023	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Cases Placed	629	951	728	389
Dollars Placed	\$250,115.00	\$375,153.29	\$287,104.61	\$154,434.06
Cases With Partial Payment	20	29	60	95
Partial Payments Reported	\$2,070.94	\$4,064.36	\$11,627.13	\$14,114.89
Cases Paid in Full	346	425	457	254
Dollars Paid in Full	\$95,651.35	\$124,698.53	\$122,427.59	\$68,147.98
Cases Cancelled By Court	741	407	459	299
Dollars Cancelled By Court	\$248,609.72	\$144,220.60	\$181,201.07	\$120,554.95
Cases Resolved	1,087	831	916	553
Dollars Resolved	\$378,991.12	\$304,443.10	\$355,546.63	\$217,378.44

For Fiscal Year 2023	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Number of Postcards Mailed	678	1,007	616	362
Number of Letters Mailed	6,195	10,324	14,657	5,982
Number of Calls Made	16,505	15,476	10,658	8,220
Number of Calls Received	439	529	572	462
Number of Text Messages Requested	26,848	43,737	52,076	34,344



McCREARY VESELKA BRAGG & ALLEN P.C
ATTORNEYS AT LAW

NOTICE OF OUTSTANDING FINE

According to the City of Test Municipal Court you have an outstanding fine. The court has referred this past due fine to our law firm pursuant to article 103.0031 of the Texas Code of Criminal Procedure. If you believe this has been taken care of or would like to make a payment, contact our office using the reference number and information given below. If you are having difficulty paying, you are still required to contact the court to resolve the matter.

Darwin Joel Castro Deras - 5797695

PAY YOUR FINE(S) NOW

PLEASE BE ADVISED THAT YOU MAY HAVE ADDITIONAL CASES PAST DUE.

CALL: 1-866-955-5455

ONLINE: www.paymvba.com

MAIL: P.O. Box 1310, Round Rock, TX, 78680-1310

Cashier's Check or Money order; No personal checks accepted.

Write the Reference # on the cashier's check or money order

to receive credit for your payment.

McCreary Veselka Bragg & Allen P.C.
P.O. Box 1310
Round Rock, TX 78680-1310

Presorted
First-Class Mail
US Postage

PAID

R K C



Darwin Joel Castro Deras
2320 Jaguar Dr Apt 501
Bryan, TX 77807-2346

DAYS OF OPERATION
Monday - Friday



McCREARY VESELKA BRAGG & ALLEN P.C.
ATTORNEYS AT LAW
P.O. Box 1310
ROUND ROCK, TX 78680-1310
03/15/2023

HOURS OF OPERATION
MONDAY - THURSDAY
8:00 AM - 5:30 PM
FRIDAY
8:00 AM - 5:00 PM

NOTICE OF OUTSTANDING BALANCE

Joy L Coler
3127 Greenfield Rd Lot 22
Pearl, MS 39208-8708



Total Amount Due: \$1,378.00

According to the jurisdiction(s) listed below, you have an outstanding balance that needs your immediate attention. The court(s) has referred this past due matter to our law firm pursuant to Article 103.0031 of the Texas Code of Criminal Procedure.

<u>Docket</u>	<u>Reference</u>	<u>Jurisdiction</u>	<u>Offense</u>	<u>Balance</u>
BPD3079153	4539721	City of Test Municipal Court	FAIL TO MAINTAIN FIN	\$585.00

Not all cases may be listed above. Contact us for more information

If you are represented in this complaint, please forward this letter to your attorney so that your attorney may contact our firm regarding this matter. If you believe this fine has been paid or otherwise satisfied by deferred disposition, community service, jail time served, or a defensive driving course, please contact our office. **If you have not responded to the citation you have the right to plead not guilty, post bond and have a trial by jury on the citation by contacting the court either in person or in writing. If you are unable to pay, the court has certain options available to resolve your case. Please contact the court for more information.** Payment in full of the amount shown above constitutes a plea of "no contest" pursuant to Article 27.14 of the Texas Code procedure and will dispose of the citation(s).

McCreary Veselka Bragg & Allen P.C.
P.O. Box 1310
Round Rock, TX 78680-1310

FOR QUESTIONS, PAYMENT OPTIONS OR TO MAKE A PAYMENT

Call: 1-866-955-5455

Online: www.paymvba.com

Mail: P.O. Box 1310, Round Rock, TX, 78680-1310

Cashier's Check or Money order; No personal checks accepted.
Write the Reference # on the cashier's check or money order to receive credit for your payment.

Reference #: 4539721

Statement Date: 03/15/2023



Joy L Coler
3127 Greenfield Rd Lot 22
Pearl, MS 39208-8708

DAYS OF OPERATION
Monday - Friday



McCREARY VESELKA BRAGG & ALLEN P.C.
ATTORNEYS AT LAW
P.O. Box 1310
ROUND ROCK, TX 78680-1310
03/15/2023

HOURS OF OPERATION
MONDAY - THURSDAY
8:00 AM - 5:30 PM
FRIDAY
8:00 AM - 5:00 PM

AVISO DE SALDO PENDIENTE

Joy L Coler
3127 Greenfield Rd Lot 22
Pearl, MS 39208-8708

Importe total debido: \$1,378.00

Según la jurisdicción (es) notado, Usted tiene Un saldo pendiente que requiere su atención inmediatamente. La corte se ha referido este caso a nuestro bufete de abogados de conformidad con lo dispuesto en el artículo 103.0031 del Código de Procedimiento Penal de Texas.

<u>Cuenta</u>	<u>Referencia</u>	<u>Jurisdicción</u>	<u>Violación</u>	<u>Saldo</u>
BPD3079153	4539721	City of Bryan Municipal Court	FAIL TO MAINTAIN FIN	\$585.00

No todos los casos se pueden enumerar arriba. Póngase en contacto con nosotros para obtener más información.

Si usted está siendo representado en este caso, favor de enviar esta carta a su abogado para que su abogado pueda comunicarse con nuestra oficina sobre este asunto. Si usted cree que esta multa ha sido pagada o satisfecho de otra manera por la disposición diferida, servicio a la comunidad, tiempo de cárcel, o un curso de manejo defensivo, por favor comuníquese con nuestra oficina. **Si no ha respondido a esta cita, tiene el derecho de declararse inocente, Usted tiene el derecho de adquirir una fianza Y tener un juicio por esta citación, se puede poner en contacto con el tribunal, ya sea en persona o por escrito.** Por otra parte, el pago total de la cantidad mostrada arriba constituye un argumento de "no concurso" de conformidad con el artículo 27.14 del Código de Procedimiento Penal de Texas y dispondrá de la(s) citación(s). Si no puede pagar, el tribunal tiene ciertas opciones disponibles para resolver su caso. Comuníquese con el tribunal para obtener más información.

PARA PREGUNTAS, OPCIONES DE PAGAR O PARA PAGAR EL SALDO

Call: 1-866-955-5455

Online: www.paymvba.com

Mail: P.O. Box 1310, Round Rock, TX, 78680-1310

Chasiers cheque o giro postal; No se aceptan cheques personales.
Escriba la referencia # el cheque o giro postal ara recibir crédito por su pago.

Referencia #: 4539721

McCreary Veselka Bragg & Allen P.C.
P.O. Box 1310
Round Rock, TX 78680-1310

Presorted
First-Class Mail
US Postage

PAID

R K C



Joy L Coler
3127 Greenfield Rd Lot 22
Pearl, MS 39208-8708

McCreary, Veselka, Bragg, & Allen LLC
 IOLTA TRUST ACCOUNT
 P.O. Box 1310
 Round Rock, TX 78680

Statement

Date

10/19/2022

Total Amount Due

\$741.63

SAMLE COURT
123 ANY ROAD DRIVE
ROUND ROCK, TEXAS 78680

Date	Invoice Number & Description				Amount Due
09/02/2022	INV #175950. Orig. Amount \$220.83. Sept 2022 Report PU				220.83
09/09/2022	INV #176333. Orig. Amount \$190.20. Sept 2022 Report PU				190.20
10/19/2022	INV #178932. Orig. Amount \$330.60. Sept 2022 Report PC				330.60
	Current	31-60 Days	61-90 Days	Over 90 Days	Total Due
	0.00	411.03	0.00	0.00	\$741.63

Our records indicate these invoices are due. Please contact our office if you have any questions.

James Mansfield at 1-800-287-0013 x 208 or jmansfield@mvalaw.com

5/13/2024

Agenda Item No. E)

PRESENTER:

Garry Ford, Director of Transportation and Capital Improvements

SUBJECT:

Approval of a contract with Consolidated Traffic Control, Inc. for the installation of Opticom emergency preemption equipment to support the City of New Braunfels Fire Department.

DEPARTMENT: Transportation and Capital Improvements

COUNCIL DISTRICTS IMPACTED: 5

BACKGROUND INFORMATION:

Since the inception of the Creekside Town Center Tax Increment Reinvestment Zone (TIRZ), the construction of a fire station within the boundaries has been planned. On June 11, 2019 the Creekside TIRZ board approved a recommendation to City Council for full design and issuance of a Competitive Sealed Proposal for construction of the station and the City Council approved the construction contract with D. Wilson for Fire Station 7 on June 13, 2022. The new fire station driveway was realigned to connect to the intersection of Lifehaus Industrial Drive at FM 306 and a new traffic signal has been installed at this intersection.

Opticom emergency preemption equipment will help to ensure safe travel through three intersections (listed below) near Fire Station 7 by providing priority signal operation. It is also expected that the preemption will reduce response times along the FM 306 corridor.

- Lifehaus Industrial Drive at FM 306
- Longhorn Industrial Drive at FM 306
- Common Street/FM 1102 at FM 306

City Staff is recommending that the Opticom system be tested through a pilot agreement with Consolidated Traffic Control to ensure performance expectations are achieved before finalizing the purchase contract. The intent is to implement future traffic signal preemption upgrades at key intersections throughout the City utilizing the 2023 Bond Funds through the Citywide Intersection Improvement Project.

The contract will provide for the necessary equipment and installation at a cost of \$71,077.

The City will be utilizing a Houston-Galveston Area Council cooperative contract which has been vetted thereby satisfying the City's competitive bidding requirements.

ISSUE:

Traffic congestion on FM 306 will have an impact on emergency response times dispatching from the new Fire Station 7.

STRATEGIC PLAN REFERENCE:

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

Ensuring safe travel for emergency vehicles entering FM 306 from the new Fire Station 7

FISCAL IMPACT:

The cost of the installation of Opticom emergency preemption equipment will be funded by unused contingency from the Fire Station 7 project which is funded by the Creekside TIRZ, therefore sufficient funds are available.

RECOMMENDATION:

Approval of a contract with Consolidated Traffic Control, Inc. for the installation of Opticom equipment to support the City of New Braunfels Fire Department.

5/13/2024

Agenda Item No. F)

PRESENTER:

Jared Werner, Assistant City Manager

SUBJECT:

Approval of a contract with Paddle TX for the operation and maintenance of the Paddle Boat and Mini Golf Landa Park Attractions.

DEPARTMENT: City Manager's Office**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

During the development of the Strategic Plan, public input suggested demand for broader access to recreational and park activities. Concurrently, city staff have been contemplating opportunities to expand availability and programming for both the Paddle Boats and Mini Golf operations. Given that year-round operations would likely not be cost effective if performed by the City, it became apparent that 3rd party operation was the best path towards increasing availability of these two facilities.

Beyond expanding access to the public and our visitors, 3rd party management will provide some relief from the continuing challenge of hiring seasonal workers as well as provide some indirect relief to the Parks and Recreation management team during the summer months.

A Request for Proposals, (RFP) for the management of the Paddle Boats and Mini Golf was issued in 2023. One response was received after community outreach and staff have successfully negotiated contractual terms with New Braunfels based Paddle TX. In addition to expanding operating hours, Paddle TX plans to increase programming and concession services at both locations as well.

Paddle TX is a New Braunfels based outfitter providing a variety of Comal and Guadalupe River experiences at several locations throughout the community. The contract with Paddle TX provides for lease of the facilities and operations of both Paddle Boats and Mini Golf. Paddle TX will be responsible for the daily inspection, maintenance, and cleanliness of both locations. Any improvements, additions or repairs will be at the expense of Paddle TX. Ownership of all structures, buildings, and land will continue to be held with the city. The term of the initial contract is for a period of 3 years.

This initiative was presented to City Council at the March 18th workshop as well as the Parks and Recreation Advisory Board on March 19th. Both of whom provided direction to move forward with bringing a contract to City Council for approval.

ISSUE:

Support long-term fiscal sustainability of the organization.

FISCAL IMPACT:

The contract includes a requirement that Paddle TX agree provide the city with 10% of the gross receipts generated from both facilities. This percentage increases to 12% in year two and 14% in year 3. Staff is confident that this arrangement will result in a better net fiscal outcome for the organization in comparison to current operations.

STAFF ANALYSIS:

Staff recommends approval.

**CONCESSIONAIRE AGREEMENT FOR THE OPERATION OF
PADDLE BOATS AND MINIATURE GOLF IN LANDA PARK**

THIS AGREEMENT is entered into by and between the CITY OF NEW BRAUNFELS, TEXAS, hereinafter referred to as “CITY”, and PADDLE TX, LLC, a Texas limited liability corporation, hereinafter referred to as “Concessionaire” or “Paddle TX”, together collectively referred to as “Parties”, for the operation and maintenance of the City’s Paddle Boats and Miniature Golf Concessions at Landa Park.

PREAMBLE

WHEREAS, the City has provided paddle boats and miniature golf (sometimes referred to as “mini-golf”) concession services in Landa Park for over 20 years; and

WHEREAS, historically, the other city park concessionaires have paid the City 15% of their gross receipts as compensation for the contract to operate the miniature train and food and beverage concessions on public property; and

WHEREAS, Paddle TX agrees to pay 14% of their gross receipts by increasing from 10% year 1, 12% year 2, and reaching 14% by the beginning of year 3, with City paid utilities and solid waste services reflected in this payment structure; and

NOW THEREFORE, the City of New Braunfels and Concessionaire’s agreement for the provision of paddle boats and miniature golf services in Landa Park will be governed by the following terms and conditions:

1. CONCESSIONS GRANTED

- 1.01 Paddle TX, hereinafter referred to as “Concessionaire,” is hereby exclusively authorized to operate the paddle boats and miniature golf concession within City owned Landa Park.
- 1.02 This Agreement does not preclude any other lease or agreements between the City of New Braunfels, hereinafter referred to as “City” and other concessionaires in Landa Park.

2. CONCESSION PREMISES

- 2.01 The concessions for paddle boats and miniature golf will be conducted within the two Concession Premises described and depicted in Exhibit A, attached hereto and incorporated for all purposes.
- 2.02 This Agreement is exclusively for the operation of the paddle boats and miniature golf concession services within Landa Park. As part of its concession services, and in addition to the paddle boat rides and mini-golf games, the Concessionaire is authorized to sell those items listed in Exhibit B. Before selling services, refreshments, souvenirs, or items not listed in Exhibit B, Concessionaire must receive the prior written approval of the City’s Parks and Recreation Director.
- 2.03 Concessionaire accepts the Concession Premises in their present physical condition, and agrees to make no demands upon the City for any improvements or alterations. Concessionaire is responsible for the daily inspection, maintenance, and clean-up of the Concession Premises and surrounding area.
- 2.04 Any improvements, additions, alterations, repairs or changes to the Concession Premises must be approved by the City. Concessionaire is responsible for securing all applicable permits and

complying with all City ordinances and policies. All construction will be at Concessionaire's expense.

- 2.05 Except as provided below, Concessionaire acknowledges the City's title to the Concession Premises, including all improvements and assets listed in Exhibit C, and covenants and agrees never to assail, contest or resist said title.

Upon execution on this agreement, Concessionaire shall have the option to purchase from the City some or all of the assets listed in Exhibit C. Concessionaire shall have up to thirty (30) days to make payment to the City for all or some of the assets in accordance with the pricing in the attached exhibit.

- 2.06 Ownership of all structures, buildings or improvements constructed by Concessionaire upon the Concession Premises and all alterations, additions or betterments thereto, shall remain in Concessionaire's control until termination of this Agreement. Upon termination, whether by expiration of the term, cancellation, forfeiture, or otherwise, ownership of all structures, buildings, and/or improvements, including alterations, additions or betterments, shall vest in the City without further compensation to Concessionaire.

- 2.07 Upon termination of this Agreement, Concessionaire will provide the City the first right of refusal for the purchase of some or all of its assets and inventory at prices mutually agreeable to the parties.

3. TERM

- 3.01 The term of this Agreement will commence on June 1, 2024 and terminate in three years on May 31, 2027, at which time all structures, buildings, and/or improvements made by Concessionaire shall vest in the City, without further compensation to Concessionaire.

- 3.02 The Concessionaire must notify the City in writing at least one hundred and eighty (180) days prior to the original termination date, of their intent to terminate, renew, modify or extend the Agreement past the termination date.

CONCESSIONAIRE AGREES AND ACKNOWLEDGES THAT THE CITY IS UNDER NO OBLIGATION TO RENEW, MODIFY OR EXTEND THE AGREEMENT AND THE CITY RESERVES THE RIGHT TO SOLICIT BIDS FOR THE LANDA PARK PADDLE BOATS AND MINIATURE GOLF CONCESSIONS IN ANTICIPATION OF THE TERMINATION OF THIS AGREEMENT.

4. PAYMENT

- 4.01 Concessionaire shall pay the City on the 15th of each month for the prior month's revenues either by ACH (automated clearing house) or check made out to the City and remitted by mail or in person to the City's Finance Department. Payments for the concession and use granted herein in accordance with the following:

- a. For year 1 of this agreement, Concessionaire will pay the City ten percent (10%) of all gross sales from both concessions. based on the Concessionaire's gross receipts as defined in Paragraph 21.02;
- b. Beginning on the first day of year 2 of this agreement, Concessionaire shall pay the City twelve percent (12%) of gross sales from both concessions; and

- c. Beginning on the first day of year 3 of this agreement, Concessionaire shall pay the City fourteen percent (14%).

4.02 Late Payments. Payments made after the 15th day of each month are subject to a 10% penalty on the amount due. Payments made more than 30 but less than 60 days late are subject to a 15% penalty. Payments made more than 60 days late are subject to a 20% penalty. If payments are 90+ days in arrears, City has option of terminating contract effective immediately without issuing a notice of default and without an additional period to cure this delinquency.

5. ACCOUNTING RECORDS

5.01 Concessionaire is required to submit documents to support gross sales as defined in Section 20.02, and a reconciliation of the amount remitted to the City.

5.02 Concessionaire is responsible for collecting and remitting all sales taxes dues to the State Comptroller as required by law and provide to the City Finance Director a copy of the remittance confirmation page from the State Comptroller's Office, along with a summary report from Concessionaire's accounting system that verifies the amount remitted.

5.03 Concessionaire agrees to allow and cooperate in the examination and audit by the City of all accounting records kept in connection with both concessions.

6. REQUIRED CONSTRUCTION

6.01 Concessionaire is not required to construct any new facilities during the term of this Agreement.

7. OPERATING RESPONSIBILITIES

7.01 Compliance with Law

Concessionaire will follow all applicable municipal and county ordinances, and all state and federal laws and regulations.

7.02 Compliance with Rules and Regulations

Concessionaire will follow all applicable rules and regulations of the City of New Braunfels and the Parks and Recreation Department.

7.03 Disorderly Persons

Loud, boisterous or disorderly persons will not be allowed to loiter about the Concession Premises.

7.04 Illegal Activities

Illegal activities will not be allowed upon the Concession Premises.

7.05 Signs

Concessionaire is responsible for following city ordinances regulating signage. All Signs and advertisements placed on the Concession Premises must have the prior approval of the City's Parks and Recreation Director, or their designee. Said signage location will be limited to that signage plan attached to this agreement as Exhibit D.

7.06 Non-interference

Concessionaire will not interfere with the public's use of Landa Park.

7.07 Concession Staff

The Concessionaire agrees to maintain adequate staff for its operation of the concession. Following notice from the City, the Concessionaire agrees to remove any staff from the Concession Premises whose conduct has been deemed by the City to be detrimental to the public patronizing the Concession Premises. The Concessionaire agrees to designate at least one member of their staff as the Concession Manager who oversees both concessions whom the City may contact during normal business hours, including at all times when the concessions are being operated, and agrees to provide the City with an emergency contact phone number for said manager. Due to the nature of the concessions, Concessionaire is prohibited from employing staff on the Concession Premises that are required by any law enforcement or judicial entity, to register as sex offenders.

7.08 Days and Hours of Operation

The Concessions will operate every day, with limited exceptions listed below. The minimum hours of operation will be 10 AM to 5 PM, but concessions shall not be operated earlier than 8 AM or later than 10 PM. If the Concessionaire has a regular operating schedule they intend to adhere to, they are required to provide a copy to the Parks and Recreation Department Director. Exceptions: Concessionaire is not required to remain open if doing so is impractical due to equipment failure, inclement weather, or the absence of concession customers. The Concessionaire agrees to provide the City immediate notice of any equipment failures requiring the unscheduled closing of the concession for more than 3 hours and an estimate of when the concession(s) will reopen, as well as notice of any closures expected to exceed 8 hours. The operation of the paddle boats and minigolf must cease during inclement weather for customer safety. Notices required by this Section must be provided by email to the Parks and Recreation Department Director rather than pursuant to notice provision in Section 22.

7.09 Prices

Concession prices will be posted for public information. Prices will be at a fair and reasonable cost. In the event the City notifies Concessionaire that prices are not fair and reasonable, Concessionaire will have the right to confer with the City and justify its prices. Following consultation, Concessionaire will make price adjustments as required by the City. Concessionaire may appeal to the City Manager whose decision shall be final.

7.10 Removal of Objectionable Goods and Services

Concessionaire will immediately remove or withdraw from sale any goods or services which may be found objectionable by the City.

7.11 Utilities

The City shall provide and pay for all utilities, including water and electricity, consumed by the Concessionaire in the operation of the concession; or the construction, maintenance and operation of any new or additional facilities constructed by Concessionaire; or the impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Concession Premises.

7.12 Sanitation

Concessionaire is responsible for ensuring the Concession Premises are kept clear and free of garbage, fire and health hazards. Concessionaire is responsible for trash collection on and around the Concession Premises. Concessionaire is allowed to utilize the three City dumpsters depicted in the attached Sanitation Exhibit E. Concessionaire shall deposit its trash collected in its own receptacles into City dumpsters at least twice a week and more often if necessary to ensure sanitary conditions. The City shall be responsible for all associated fees and equipment.

7.13 Maintenance

The Concessionaire is responsible for maintaining the Concession Premises in good and substantial repair, including but not limited to all painting and general maintenance. All maintenance and repairs will be at the Concessionaire's expense.

7.14 Security Devices

With prior written approval by the City, Concessionaire may install a security system. All equipment purchases and installation costs will be at the Concessionaire's expense.

7.15 Trade Fixtures

Concessionaire will provide all appliances, furniture, fixtures and equipment that are required for the concession. During the last thirty (30) days preceding the termination of this Agreement, Concessionaire will remove same from the Concession Premises, other than for those items which have been furnished by the City or so affixed that their removal cannot be accomplished without damage to the realty. Should Concessionaire fail to remove said appliances, furniture, fixtures and equipment within a thirty (30) day period, Concessionaire will lose all right, title and interest to these items, and the City may elect to keep same upon the premises or to sell, remove or demolish same. Concessionaire shall reimburse City for any costs incurred in excess of any consideration received from the sale, removal or demolition of Concessionaire's appliances, furniture, fixtures and equipment left on the Concession Premises.

7.16 Programmed Events

Any private or special event by Concessionaire that expects to include 50 or more participants must receive prior written approval in writing, which includes via email for this limited purpose, from the Parks and Recreation Director at least thirty (30) days before the private or special event. The Parks Director shall have the authority to approve any modifications to this requirement as deemed in the best interests of the City.

7.17 Habitation

The Concession Premises will not be used for human habitation, other than an approved night watchman or patrolman.

7.18 Sponsorships and Advertisements

Prior to agreeing to any sponsorships or advertisements by Concessionaire with third parties, Concessionaire must obtain prior written approval from the City of any such third-party affiliations and the location of such sponsorships and advertisements.

7.19 Camp Minnehaha

The City reserves the right to exclusive use of the two Concession Premises depicted in Exhibit A for twelve (12) weeks in the summer by the City's Camp Minnehaha campers as part of its regular summer programming. Use by the City shall be scheduled prior to 10:00 AM so as not to interfere with the Concessionaire's operations. The Parks Director will make best efforts to share a schedule of use by the City in advance. The City will pay \$4,000.00 to Concessionaire for this exclusive use for Year 1 of this Agreement. Future costs will be negotiated by the parties at a later date.

8. DESTRUCTION OF CONCESSION PREMISES

8.01 In the event the Concession Premises is totally or partially destroyed from a risk covered by the insurance required herein, Concessionaire shall either restore the premises or terminate this Agreement. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, City and/or Concessionaire shall either restore the premises or terminate this Agreement. City shall make the loss adjustment with the insurance company insuring the loss and receive payment of the proceeds of insurance.

8.02 If the premises are restored, this Agreement shall continue in full force and effect except that the payments to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the City may determine the damage and/or restoration interferes with the concession, provided a claim therefore is filed with the City within ninety (90) days of notice of election to restore the premises. Any such claim shall be denied, if the destruction of the Concession Premises is found by the City to have been caused by the gross negligence of the Concessionaire or its staff. Concessionaire agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the concession, and permitting examination and audit of all accounting records kept in connection with said concession.

8.03 Concessionaire shall cooperate in the restoration of the Concession Premises by vacating and removing all items of inventory, trade fixtures, equipment and furnishings for such periods as are required for the restoration thereof.

8.04 The aforesaid provisions for relief shall also be applicable to a total or partial destruction of Landa Park by the aforementioned causes, except that the relief to be provided shall be based upon the extent the City may determine that the reduction in the public's use of Landa Park due to the partial or total closure thereof has affected the concession.

8.05 Concessionaire agrees to accept the remedy heretofore provided in the event of a destruction of the Concession Premises and/or Landa Park and waives all additional rights and remedies for relief or compensation that are presently available or may hereinafter be made available under the laws or statutes of this state.

9. HOLD HARMLESS AND INDEMNIFICATION

- 9.01 Concessionaire agrees to indemnify, defend, and hold harmless the City, its agents, officers, and employees from and against any and all liabilities and expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising from or connected with Concessionaire's operations or services under this Agreement, including, but not limited to, liability, expense, and claims for: bodily injury or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of express or implied warranty of product, defectiveness of product, or intentional infliction of harm, including any worker's compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of Concessionaire by any person pursuant to this Agreement: nonpayment for labor, materials, appliances, or power, performed on, or furnished or contributed to the Concession Premises; infringement of a patent or copyright; and violation of state and federal antitrust laws.

10. INSURANCE

- 10.01 Without limiting Concessionaire's indemnification of City, Concessionaire shall provide and maintain at its own expense during the term of this Agreement the liability insurance covering its operations on the Concession Premises as specified in Section 5.5 of the City's Request for Competitive Proposals, Solicitation #23-025, attached to this Agreement as Exhibit F. Such insurance shall be provided by insurer(s) satisfactorily to City's Risk Manager and evidence of such programs satisfactory to City shall be delivered to the City on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance.
- 10.02 Failure on the part of Concessionaire to procure or maintain the required insurance shall constitute a material breach of Agreement upon which the City may immediately terminate this Agreement.
- 10.03 Concessionaire will not be allowed to operate either concession until all insurance requirements are met. Operations will be suspended during any period that Concessionaire fails to maintain said policies in full force and effect.

11. TAXES AND ASSESSMENTS

- 11.01 Concessionaire will pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used.

12. TRANSFERS

- 12.01 Concessionaires will not assign, hypothecate, or mortgage this Agreement or sublease or license any portion of the Concession Premises without the prior written consent of the City. Any attempted assignment, hypothecation mortgage, sublease or license without the consent of the City, other than a transfer occurring as a result of the Concessionaire's death, shall cause an immediate termination of this Agreement.
- 12.02 This Agreement is not transferable in proceedings in attachment or execution against Concessionaire, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Concessionaire, or by any process of law.

13. NONDISCRIMINATION

- 13.01 Concessionaire certifies and agrees that all persons employed thereby, and/or the affiliates, subsidiaries of holding companies thereof are and shall be treated equally without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964.
- 13.02 Concessionaire certifies and agrees that subcontractors, bidders, and vendors thereof are and shall be selected without regard to or because of race, religion, ancestry, national origin or sex.
- 13.03 All employment records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of nondiscrimination herein contained.

14. EASEMENTS

- 14.01 City reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the Concession Premises for utilities and/or public access to Landa Park provided City shall exercise such rights in a manner as will avoid any substantial interference with the concessions. Should the establishment of such easements permanently deprive Concessionaire of the use of a portion of the Concession Premises, an abatement of payments shall be provided in an amount proportional to the total area of the Concession Premises in the before and after conditions.

15. CANCELLATION

- 15.01 Concessionaire's default on the stipulations of the Agreement will result in the termination of the Agreement. After providing any required time to cure, if any is applicable by the terms of this Agreement, the City will give Concessionaire ten (10) days' notice by registered or certified mail of the date set for termination, the reason for such action, and that an opportunity to be heard by the Parks and Recreation Director on the issue will be afforded on or before a said date, if a request is made prior to the date set for termination.
- 15.02 Upon termination for any reason, City shall have the right to take possession of the Concession Premises including all improvements, equipment, and inventory, and use for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement. Upon termination of the Agreement, the Concessionaire shall peaceably vacate the Concession Premises.

16. EVENTS OF DEFAULT

The following is a list of events of default:

- 16.01 The abandonment, vacating, or discontinuance of operations of the Concession Premises for more than forty-eight (48) consecutive hours, except for off-season periods and except as provided in paragraph 7.08.
- 16.02 Failure of Concessionaire to punctually pay or make required payments when due, where the delinquency continues beyond ten (10) days.
- 16.03 Failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the City to correct the specified condition.

- 16.04 Failure to maintain the Concession Premises and the improvements in the required state of repair, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the City to correct the condition.
- 16.05 Failure of Concessionaire to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days, unless shorter cure period or no cure period is provided elsewhere in this Section 16, after written notice from the City; provided that the correction of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, the thirty (30) day time limit may be waived in the manner and to the extent allowed by the City.
- 16.06 The filing of a voluntary petition in bankruptcy by Concessionaire; the adjudication of Concessionaire as bankrupt; the appointment of any receiver of Concessionaire's assets; the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of Concessionaire under any Federal Reorganization Act, including petitions or answers under the Bankruptcy Act; the occurrence of any act which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operation of the concession; the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.
- 16.07 Determination by the City, the State Workforce Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of state and/or federal laws.
- 16.08 Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this Agreement except for any transfer occurring with the prior consent of the City or as a result of the Concessionaire's death.
- 16.09 Employing staff on the Concession Premises that are required by any law enforcement or judicial entity to register as sex offenders.

17. WAIVER

- 17.01 Any waiver by the City of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of City to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping City from enforcing the full provisions thereof.
- 17.02 No delay, failure or omission of the City to reenter the Concession Premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.
- 17.03 No notice to Concessionaire shall be required to restore or revive "time of the essence" after the waiver by City of any default.

17.04 No option, right, power, remedy or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights powers, options and remedies given the City by this Agreement shall be cumulative.

18. RIGHT OF ENTRY

18.01 Any officer and/or employee of the City may enter upon the Concession Premises at all reasonable times for the purposes of determining if Concessionaire is complying with the terms and conditions of this Agreement, or for any other purpose incidental to the rights of the City within Landa Park.

18.02 In the event of an abandonment, vacating, or discontinuance of concession operations for a period in excess of forty-eight (48) hours which is not allowed under the provisions of paragraph 7.08-Days and Hours of Operation, Concessionaire hereby irrevocably appoints City as an agent for continuing operation of the concession granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the Concession Premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Concessionaire; (3) sublease or license the premises; and (4) after payment of all expenses of such subleasing or licensing apply all payments received to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by the officers and employees of the City upon the Concession Premises for the purpose of exercising the authority conferred herein shall be without prejudice to the exercise of any other rights provided herein or by law, to remedy a breach of this Concession Agreement.

19. SURRENDER

19.01 Upon expiration of the term hereof, Concessionaire shall peaceably vacate the Concession Premises and any and all improvements located thereon and deliver up the same to City in a reasonably good condition ordinary wear and tear excepted subject to the right of City to demand removal thereof to the extent that Paragraph 2.06 may be applicable.

20. INTERPRETATION

20.01 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

20.02 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

"Concession": The privilege of engaging in the commercial activities authorized herein on the public property designated therefore.

"Concessionaire": Paddle TX, LLC.

"City": The City of New Braunfels, Comal and Guadalupe Counties, Texas.

"Gross Receipts": All money, cash receipts, assets, property or other things of value, including but not limited to gross charges, sales, rentals, fees and commissions made or earned by Concessionaire and/or assignees, subleases, or permittees thereof, whether collected or accrued

from any business, use or occupation, or any combination thereof, transacted or performed in whole or in part, on the Concession Premises or Landa Park, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise. There shall be excepted from said gross receipts the following:

- a. Sales and excise taxes applicable thereto, required to be collected by concessionaire, and remitted to the State Comptroller and/or the sub-leaseholder or permittees thereof.
- b. Federal, state, municipal or other taxes collected from the consumers, regardless of whether the amount thereof is stated to the consumer as a separate charge, provided the amount of such taxes shall be shown on the accounting records for the concession as hereinafter required.
- c. Receipts from the sale or trade-in value of any equipment used on the Concession Premises and owned by Concessionaire.
- d. Receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to the shippers, suppliers or manufacturers.
- e. Receipts with respect to any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser and accepted by Concessionaire, to the extent of any refund actually granted or adjustment actually made, in the form of cash or credit.

21. ENFORCEMENT

- 21.01 The City Manager or his designated representative shall be responsible for the enforcement of this Agreement on behalf of City and shall be assisted therein by those officers and employees of the City having duties in connection with the administration thereof.
- 21.02 In the event City commences legal proceedings for the enforcement of this Agreement or recovery of the premises used herein, the prevailing party in any legal action shall be awarded reasonable attorney's fees.
- 21.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this agreement are performable in Comal County, Texas.

22. NOTICES

- 22.01 Unless stated otherwise in other sections of this agreement, any notice required to be given under the terms of this Concession Agreement or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United State Postal Service. The address to be used for any notice served by mail upon Concessionaire shall be:

Paddle TX, LLC
c/o Stacy A. Thigpen, Registered Agent/Manager
532 Mallow Drive
New Braunfels, Texas 78130

or such other place as may hereinafter be designated in writing to the City by Concessionaire. Any notice served by mail upon City shall be addressed to the City Manager, City of New Braunfels, 550 Landa St., New Braunfels, Texas 78130 or such other place as may be designated in writing to Concessionaire by the City with copies thereof to the Director of Parks and Recreation, 110

Golf Course Road, New Braunfels, Texas 78130. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

22.02 In performing the obligations hereunder, Concessionaire is engaged solely in the capacity of an independent contractor, it being expressly understood that no relationship between the contracting parties hereto other than that of independent contractor, has been or intended to be created. This Agreement does not constitute, and the parties hereto do not intend to create thereby a partnership, or a joint venture, or a relationship of master and servant or principal and agent, as it is mutually understood and agreed that the relationship created thereby and the construction of rights and duties hereunder is to be determined in accordance with the laws relating to owners and occupants of real property.

23. ENTIRE AGREEMENT

23.01 This document and the exhibits attached hereto, constitutes the entire Agreement between the City and Concessionaire for the concession and use granted at Landa Park. All other Agreements, promises and representations with respect thereto, other than contained herein are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provision of this document, and the exhibits attached hereto, the terms, conditions, promises and covenants relating to the concession and the premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality or any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

23.02 This document may be modified only by further written agreement between the parties hereto. Any such modification shall not be effective unless and until executed by Concessionaire and in the case of the City, until approved by the City Manager and executed by the Parties.

IN WITNESS WHEREOF, the parties have hereto set their hands this _____ day
of _____, 2024.

CITY OF NEW BRAUNFELS, TEXAS:

Robert Camareno, City Manager

ATTEST:

Gayle Wilkinson, City Secretary

CONCESSIONAIRE:

Stacy Thigpen, Manager, Paddle TX, LLC

Nicole Wolf, Manager, Paddle TX, LLC

5/13/2024

Agenda Item No. G)

PRESENTER:

Scott McClelland, Assistant Director of Transportation & Capital Improvements

SUBJECT:

Approval of a contract with Sustainable Modular Management for a modular classroom building at the new Fire Training Complex.

DEPARTMENT: Transportation and Capital Improvements**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

On March 13, 2023 City Council approved the construction of the utility and site improvements associated with the new Fire Training Complex located at 353 FM 306. This first phase of the complex includes a driving course and areas for emergency vehicle response training. The proposed modular classroom includes restrooms and indoor training space intended to supplement the on-site training activities.

The total cost for the contract with Sustainable Modular Management for purchase and installation is \$196,099. Sustainable Modular Management is an authorized vendor through a cooperative contract with BuyBoard and complies with competitive procurement requirements.

ISSUE:

Continue an ongoing program of infrastructure construction and maintenance.

FISCAL IMPACT:

The cost of the modular building and associated improvements will be funded by unused contingency from Fire Station 7 and the Fire Training Center Site Improvements projects which is funded by the Creekside Tax Increment Reinvestment Zone (TIRZ), therefore sufficient funds are available.

RECOMMENDATION:

Staff recommends the approval of a contract with Sustainable Modular Management for the purchase of a modular building for the Fire Training Complex.

5/13/2024

Agenda Item No. H)

PRESENTER:

Scott McClelland, Assistant Director of Transportation and Capital Improvements

SUBJECT:

Approval of a contract modification with Freese & Nichols Inc. for bidding and construction phase services associated with the Last Tuber's Exit Improvement Project.

DEPARTMENT: Transportation and Capital Improvements**COUNCIL DISTRICTS IMPACTED:** 5**BACKGROUND INFORMATION:**

The New Braunfels Economic Development Corporation (NBEDC) has worked to develop a list of capital projects to support - through engineering and design and/or construction funding - since the summer of 2022. The NBEDC voted unanimously to approve funding the final design of the Last Tuber's Exit project at its January 19, 2023 meeting. Freese and Nichols, Inc (FNI) was selected as the design consultant. The final design completed by FNI includes the construction design drawings and an opinion of probable cost for construction.

The proposed improvements to Last Tuber's Exit will help reduce staff intervention, reduce the backup of tubers at the lower landing area and stairs, and improve the safety for staff and park users. The construction of these improvements would replace the underwater stairs with additional steps and a 12' wide underwater landing. Handrails will be replaced, an ADA transfer system will be included, and marker buoys will be added to delineate the underwater landing.

The cost to complete construction of the proposed improvements and for other construction phase expenses is \$1,200,000. The NBEDC approved this project expenditure unanimously at its April 18, 2024 meeting.

The contract modification with FNI will provide bidding and construction phase support with a not to exceed amount of \$154,179.

If the City Council approves the NBEDC funding, construction would begin after the 2024 river season ends.

ISSUE:

The Last Tuber's Exit requires safety updates to help reduce staff intervention and the backup of tubers exiting the river. These improvements would replace underwater stairs and add additional steps and a wide underwater landing.

STRATEGIC PLAN REFERENCE:

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

Improving the Last Tuber's Exit will greatly contribute to the Community's Well-Being. These proposed improvements will increase the safety of tubers exiting the river and allow for ADA accessibility.

FISCAL IMPACT:

The NBEDC has approved \$1,200,000 for the construction phase. Therefore, there are adequate funds for this project expenditure.

RECOMMENDATION:

Approval of a contract modification with Freese & Nichols Inc. for bidding and construction phase services associated with the Last Tuber's Exit improvements in the not to exceed amount of \$154,179.

5/13/2024

Agenda Item No. 1)

PRESENTER:

Scott McClelland, Assistant Director of Transportation and Capital Improvements

SUBJECT:

Approval of a contract modification with Freese & Nichols Inc. for bidding and construction phase services associated with the construction of the Landa Lake Dam & Spillway Improvements.

DEPARTMENT: Transportation and Capital Improvements

COUNCIL DISTRICTS IMPACTED: 3

BACKGROUND INFORMATION:

The New Braunfels Economic Development Corporation (NBEDC) has worked to develop a list of capital projects to support - through engineering and design and/or construction funding - since the summer of 2022. The NBEDC voted unanimously to approve funding the final design of the Landa Lake Dam project at its March 9, 2023 meeting. Freese and Nichols, Inc (FNI) was selected as the design consultant. The final design completed by FNI includes the construction design drawings and an opinion of probable cost for construction.

The repair of the dam will improve global stability of the structure to meet the TCEQ dam safety regulations. The construction of the improvements will add a concrete toe to the existing dam as well as address erosion in the overflow channel to improve stability and maintenance of the channel.

The cost to complete construction of the proposed improvements and for other construction phase expenses is \$1,000,000. The NBEDC approved this project expenditure unanimously at its April 18, 2024 meeting. If approved by City Council, the construction would begin after the 2024 Spring Fed Pool season ends.

The contract modification with FNI will provide bidding and construction phase support with a not to exceed amount of \$163,710.

ISSUE:

The Landa Lake Dam does not meet the TCEQ dam safety regulations. The proposed improvements would improve the dam's stability to meet these regulations.

STRATEGIC PLAN REFERENCE:

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

The proposed improvements to the Landa Lake Dam & Spillway will add to the Community's Well-Being by ensuring the longevity and improving the stability of the dam itself, keeping Landa Park safe by decreasing the likelihood of a dam failure.

FISCAL IMPACT:

The NBEDC has approved \$1,000,000 for the construction phase. Therefore, there are adequate funds for this project expenditure.

RECOMMENDATION:

Approval of a contract modification with Freese & Nichols Inc. for bidding and construction phase services associated with the Landa Lake Dam improvements in the not to exceed amount of \$163,710.

5/13/2024

Agenda Item No.

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of the Modification of Deed between the City of New Braunfels and ADM Milling Co.

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: 5

BACKGROUND INFORMATION:

The ADM Milling Co. property on East San Antonio in downtown New Braunfels is under contract to sell and the parties are trying to clarify language in the original 1881 deed that conveyed the property with a particular interest to the City. In a deed dated July 18, 1881, the City of New Braunfels conveyed a 4.3-acre parcel where the current ADM Milling Co. sits on East San Antonio Street. As part of the consideration, the City required that the buyer at the time (New Braunfels Woolen Manufacturing Company) provide water from a ten-foot property strip on the Comal Riverbank to tanks, cisterns and reservoirs provided by the City for use by the fire department for fire extinguishing purposes. The property was conveyed with the condition that the owner at the time pump water for firefighting purposes to tanks, cisterns and reservoirs provided by the City of New Braunfels and for the city's use.

The deed provides that if the owner of the property - now ADM Milling Co.- failed to comply with the terms of the Deed, it would work as a forfeiture of the original conveyance of the property and revert the property back to the City of New Braunfels. The modified deed language relinquishes the owner's obligations to provide water for the purposes of firefighting and clearly states that the reverter obligation is terminated and no longer in effect. The City's use is obsolete and it does not draw water from the Comal Riverbank for the purposes of fire extinguishing

ISSUE:

This item approves the modification of deed language that terminates the ADM Milling Co.'s obligations from 1881 to provide water from the Comal River for firefighting purposes and clarifies that the property does not revert back to the City of New Braunfels when that obligation ceases.

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 Modification of Deed. The original intent of the property conveyance - water access for firefighting- is no longer needed and the property has been owned and controlled by the owners of the mill property for decades. Clarifying this deed language and the reverter clause is needed for the property to be sold with no questions around title, which would allow it to be redeveloped in the future.

MODIFICATION OF DEED

This Modification of Deed (“Modification”) is entered into as of the ____ day of _____, 2024 (the “Effective Date”) by the **CITY OF NEW BRAUNFELS**, a home rule municipality (“CONB”) and **ADM MILLING CO.**, a Minnesota corporation (“ADM”).

RECITALS

A. WHEREAS, Pursuant to that certain instrument dated July 18, 1881, recorded in Volume Z, Page 22 of the Deed Records of Comal County, Texas (the “Deed”), CONB conveyed certain property in the City of New Braunfels, Comal County, Texas, as more particularly described in the Deed (the “Conveyance Property”) to the New Braunfels Woolen Manufacturing Company.

B. WHEREAS, ADM is the current owner of the portion of the Conveyance Property that is located on the property described in EXHIBIT A attached hereto (such portion of the Conveyance Property being referred to herein as the “Release Property”).

C. WHEREAS, the Deed provides that the owner of the Conveyance Property shall furnish and propel water from the Comal River to such tanks, cisterns and reservoirs as may be provided by the City of New Braunfels and such places in said City as the City shall provide, and such water as furnished shall be in sufficient quantities at all times to supply any demand for fire extinguishing purposes, keeping said tanks filled at all times if so required by ordinance of the City Council of the City of New Braunfels (together with all other obligations of the owner of the Conveyance Property set forth in the Deed, collectively the “Owner Obligations”).

D. WHEREAS, the Deed provides that any failure at any time on the part of the owner of the Conveyance Property to comply with the terms of the Deed will work as a forfeiture of said Conveyance Property and all rights appertaining thereto to the City of New Braunfels (together with any other reverter, right of reversion and other reversionary rights and interests set forth in the Deed, collectively the “Reverter”).

NOW THEREFORE, for and in consideration of Ten and No/100 Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by CONB, CONB hereby agrees as follows:

1) Modification. CONB hereby agrees that (i) the Owner Obligations and the Reverter are hereby fully terminated in their entirety and shall hereafter be of no further force or effect as to the Release Property, (ii) the owner of the Release Property shall have no Owner Obligations under the Deed and (iii) CONB has no Reverter with respect to the Release Property.

2) Runs With the Land; Binding Effect. This Modification shall be effective from and after the Effective Date. The terms, provisions and conditions of this Modification shall run with the land, shall be binding upon CONB and its successors and assigns, and shall inure to the benefit of the owner of the Release Property and its successors and assigns.

3) Authority. Each of the individuals executing this Modification represents and warrants that he or she is duly authorized to execute this Modification on behalf of their respective party hereunder, and that all corporate, partnership, trust, governmental or other action necessary for such party to execute, enter into, and perform obligations in this Modification have been duly taken by such party and have occurred.

IN WITNESS WHEREOF, CONB and ADM have executed this Modification as of the Effective Date.

[Signature Pages Follow]

EXHIBIT A
Description of Release Property
METES AND BOUNDS DESCRIPTION
FOR A 4.373 ACRE TRACT OF LAND
"TRACT 1"

Being a 4.373 acre tract of land located in the J.M. Veramendi Survey, Abstract No. 2, Comal County, Texas, being all of Lots 102, 144, 145 and part of Lot 133, New City Block 2004, and Lots 136, 260, 261, 263 and 298, New City Block 2005, City of New Braunfels, recorded in Volume 284, Page 817, corrected in Volume 286, Page 616, Deed Records, Comal County, Texas, and a called 0.436 of an acre tract of land, "Area 1", (a former portion of Gilbert Street now closed) recorded in Document No. 9606001284, Official Public Records, Comal County, Texas said 4.373 acre tract of land located being more particularly described as follows:

BEGINNING at a found 1/2" iron pin in the Southeast right of way line of East Mill Street for the West corner of a called 1.004 acre tract of land recorded in Document No. 201906026762, Official Public Records, Comal County, Texas, same point being the North corner of Lot 298, New City Block 2005, City of New Braunfels;

THENCE departing the Southeast right of way line of East Mill Street, with the Southwest line of said 1.004 acre tract and the Northeast lines of Lots 298 and 261, S 52°59'24" E, a distance of 193.48 feet to a fence corner post found for the South corner of said 1.004 acre tract, the East corner of Lot 261, same point being the West corner of Lot 260, and a corner of the herein described tract;

THENCE with the Southeast line of said 1.004 acre tract and the Northwest line of Lot 260, N 38°50'32" E, a distance of 169.16 feet to a found 1/2" iron pin in concrete at the edge of water in the Southwest bank of the Comal River for the East corner of said 1.004 acre tract, the North corner of Lot 260 and a corner of the herein described tract;

THENCE with the edge of water along the Southwest bank of the Comal River and the Northeast line of Lot 260, the following six (6) calls:

1. S 04°56'19" E, a distance of 35.30 feet to a point for a corner;
2. S 34°35'05" E, a distance of 31.76 feet to a point for a corner;
3. S 26°29'20" E, a distance of 31.01 feet to a point for a corner;
4. S 78°47'20" E, a distance of 18.29 feet to a point for a corner;
5. S 41°36'00" E, a distance of 91.12 feet to a point for a corner;
6. S 46°57'11" E, a distance of 4.49 feet to a set mag nail in a concrete drainage structure at the waters edge for the East corner of Lot 260, same point lying in the Northwest right of way line of East San Antonio Street, and a corner of the herein described tract;

THENCE departing the Southwest bank of the Comal River, with the Northwest right of way line of East San Antonio Street, and the Southeast line of Lots 260, Lot 136, and a called 0.436 acre tract of land, "Area 1", S 38°26'41" W, a distance of 349.16 feet to a set 1/2" iron rod with cap "HMT" point for the South corner of said 0.436 of an acre tract, same point being the East corner of Lot 133, and an East corner of a strip of Lot 133 conveyed to the City of New Braunfels in Volume 226, Page 495, Deed Records, Comal County, Texas, for a corner of the herein described tract;

THENCE departing the Northwest right of way line of East San Antonio Street, with the Southwest line of said 0.436 of an acre tract, the Northeast line of Lot 133 and the Northeast line of said strip of Lot 133 conveyed to City of New Braunfels, N 52°39'58" W, a distance of 192.06 feet to a point for a corner in the Southwest line of said 0.436 of an acre tract, the North corner of said Lot 133, same point being the East corner of Lot 145, New City Block 2004, and the Northwest corner of said strip of Lot 133 conveyed to the City of New Braunfels, for a corner of the herein described tract of land;

THENCE departing the Southwest line of said 0.436 of an acre tract, with the Southwest line of said strip of Lot 133 conveyed to the City of New Braunfels, S 50°52'34" E, a distance of 192.04 feet to a point in the Northwest right of

way line of East San Antonio Street and the Southeast line of Lot 133, for the South corner of said save and except tract and a corner of the herein described tract;

THENCE with the Southeast line of Lot 133 and the Northwest right of way line of East San Antonio Street, S 38°26'41" W, a distance of 90.29 feet to a found 4" fence post under a concrete wall for the South corner of Lot 133, the East corner of Lot 132, and a corner of the herein tract;

THENCE departing the Northwest right of way line of East San Antonio Street, with the Southwest line of Lot 133 and the Northeast line of Lot 132, N 52°57'51" W, a distance of 192.04 feet to a point lying inside of a 21" pecan tree for the West corner of Lot 133, the North corner of Lot 132, the South corner of Lot 145, and the East corner of Lot 144, for a corner of the herein described tract;

THENCE with the Northwest lines of Lots 132 and Lot 2, and the Southeast lines of Lots 144 and 102, S 37°56'48" W, a distance of 190.72 feet to a set 1/2" iron pin with cap "HMT" in the Northeast right of way line of North Market Avenue for the West corner of Lot 2, the South corner of Lot 102, and the South corner of the herein described tract;

THENCE with the Northeast right of way line of North Market Avenue and the Southwest line of Lot 102, N 52°25'05" W, a distance of 192.06 feet to a set 1/2" iron pin with cap "HMT" in the East right of way line of the intersection of North Market Avenue and East Mill Street for the West corner of Lot 102, and a corner of the herein described tract;

THENCE with the Southeast right of way line of East Mill Street, the Northwest lines of Lots 102, 144, and 145, and the Northwest line of the aforementioned 0.436 of an acre tract of land, N 37°56'14" E, a distance of 336.66 feet to a found 1/2" iron pin for the North corner of said 0.436 of an acre tract, same point being the West corner of the aforementioned Lot 298, New City Block 2005, and a corner of the herein described tract;

THENCE continuing with the Southeast right of way line of East Mill Street and the Northwest line of said Lot 298, N 37°42'14" E, a distance of 188.94 feet to the POINT OF BEGINNING, containing 4.373 acres of land in Comal County, Texas.

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

21.

Deed.

City of New
Braunfels, by
John Golden-
bagen. Ex. Off.
City Mayor.
New Braun-
fels Woolen
Manufactur-
ing Company.
Fried. Groos. et al.

The State of Texas.

County of Comal.

Whereas the City Council of the City of New Braunfels on the 8th day of July, A. D. 1881. at a meeting of the same passed the following resolution, to wit: Be it resolved by the City Council of the City of New Braunfels, that the City Council authorize the Mayor of said City, or in case of his disability, such other person as they may direct to convey the following described property to the New Braunfels Woolen Manufacturing Company, which Company is composed of following members, namely; Frederick Groos. Charles Groos. Gustav Groos. Adolph Giesecke. Julius Giesecke and Mrs. Alvine Mourseau, to wit: All that part of lot No. 260. situated in the City of New Braunfels on San Antonio Street, so as to include ten feet from the edge of the water and bank of the Comal river from the N. W. line of said lot No. 260. to its South E. line and all that portion of said Lot which N. E. of said strip of ten feet to the center of said stream of water - The consideration and condition of this sale, is that the said New Braunfels Woolen Manufacturing Company or the successors to the same shall furnish and propell water from the Comal River to such tanks, Cisterns and Reservoirs as may be provided by the said City and at such places in said City as the said City shall provide, and such water as furnished shall be in sufficient quantities at all times to supply any demand for fire Extinguishing purposes, Keeping said tanks filled at all times if so required by ordinance of the City Council. Provided however that the said City shall furnish and properly equip said tanks, Cisterns or Reservoirs; and furnish all the necessary pipe and pumps for carrying the said water to the said tanks, Cisterns or Reservoirs. Any failure at any time upon the part of said Company or their successors to comply with the terms of this sale as herein expressed or intended and under the provisions herein will work a forfeiture of said property, and all rights appertaining thereto to the City of New Braunfels.

And the title to the same shall be and remain in said City as fully as if no conveyance or contract had ever been made in regard to the premises, but in case of a compliance with the said terms on the part of the said Company as aforesaid, then they are to have the title and all the rights and privileges belonging to said property or appertaining thereto. And whereas the Mayor of the City of New Braunfels is disqualified in the premises, and an ordinance was adopted by the ^{said} City Council on the 8th day of July, A.D. 1881, authorizing and instructing me to make the conveyance of said property described in the foregoing resolution. - Now therefore I John Goldenbagen by virtue of authority vested in me as aforesaid, and in pursuance of the terms and conditions in said first named resolution, do hereby sell, alien and convey to the said Company, composed of Frederick Groos, Charles Groos, Gustav Groos, Adolph Giesecke, Julius Giesecke and Mrs. Alvine Maureau, All and singular the part of lot No. 260, as described in said resolution and made part of this deed. But it is understood that the terms and conditions set forth as part of the consideration and a condition upon which the conveyance is to be made must strictly complied with by the said Company or their successors, otherwise the property is to revert to the said City as set forth in said resolution. And in case of compliance by said Company with said conditions they are to have and to hold the said premises to them and their successors and legal representatives forever.

Witness my hand and the seal of the City of New Braunfels, this the 18th day of July, A.D. 1881.

(Seal)

John Goldenbagen, Ex officio Mayor of City of New Braunfels.

The State of Texas, } Before me, J. D. Guinn Notary Public in and for Comal County, State
County of Comal, } of Texas, on this day personally appeared John Goldenbagen, known to
me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 18th day of July, A.D. 1881.

(Seal)

J. D. Guinn, Notary Public Comal County, Texas.

Filed for Record the 30th day of July, A.D. 1900, at 5 o'clock P.M.

Recorded this the 2nd day of August, A.D. 1900, at 11 o'clock A.M.

R. Richter, Clerk Co. Ct. Comal Co. Texas.

5/13/2024

Agenda Item No. K)

PRESENTER:

Barbara Coleman, Purchasing Manager

SUBJECT:

Approval to authorize the City Manager to execute an interlocal cooperative purchasing agreement with the Sheriffs Association of Texas in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code for the purchase of vehicles.

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

In accordance with Texas Government Code Chapter 791, "Texas Interlocal Cooperation Act this item requests approval for the City Manager to enter an interlocal cooperative purchasing agreement with the Sheriffs Association of Texas. The Intergovernmental Agreement with the Sheriffs Association of Texas hosts contract with lead public agencies which are made available to eligible organizations, which includes cities.

This interlocal agreement offers shared procurement opportunities between governmental entities to engage in the purchase of vehicles. These agreements will maximize spending power for the city and provide increased efficiency in the sourcing and purchasing of vehicles. By utilizing this agreement, the participating members will handle all governmental procurement requirements including the competitive bidding process, so the entities can immediately access contracts as needed, saving time and money on the bidding and purchasing process. The City of New Braunfels utilizes several similar cooperatives, which adds capacity to the purchasing process.

The State Government Code Title 7, Chapter 791 requires an interlocal Cooperation Contract to participate in a purchasing cooperative. There is no cost associated to the use of this interlocal agreement. The agreement is effective for ten (10) years and shall automatically renew annually.

ISSUE:

Strategic Objective: Maintain fiscal stability of City operations.

FISCAL IMPACT:

There is no cost for the issuance or use of the interlocal agreement, therefore there is no fiscal impact.

RECOMMENDATION:

Staff recommends approval of an interlocal cooperative purchasing agreement with the Sheriffs Association of Texas in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code for the purchase of vehicles.

MASTER COOPERATIVE PURCHASING AGREEMENT

This Master Cooperative Purchasing Agreement (“Agreement”), effective April 23, 2024, is made by and between the Sheriffs’ Association of Texas, Inc. (“SAT”), a Texas non-profit corporation, and the City of New Braunfels, Texas (“End User”), a local government created under the laws of the State of Texas.

WITNESSETH

WHEREAS, SAT’s Vehicle Procurement Program (“VPP”) is a cooperative bid program where SAT solicits bids for vehicles to be purchased directly from vehicle vendors by units of local government or political subdivisions, including, but not limited to, municipalities and counties, local county boards of public instruction, and local public safety agencies or authorities; and

WHEREAS, the purpose of the VPP is to provide public procurement of quality goods to support effective and efficient government, ensuring the prudent use of public funds. This includes providing efficient delivery of products and services; obtaining best value through competition; offering fair and equitable competitive contracting opportunities for suppliers; and maintaining public confidence through ethical and transparent procurement practices; and

WHEREAS, SAT will serve as the “Contract Administrator” in the solicitation of bids process. The purpose of the solicitation for bids is to identify the most suitable manufacturer’s authorized dealer for the purchase of vehicles on a “no trade-in basis;” and

WHEREAS, the SAT Contract Administrator will award the bid to the lowest and best responsive bidder by specification and by manufacturer. The award will be determined by the price of the bid, qualifications based on a dealer’s facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner;

NOW, THEREFORE, SAT and the End User agree as follows:

1.0 **Responsibilities of the parties.**

- 1.1 The SAT will identify, solicit, and invite interested vehicle vendors, including but not limited to vehicle manufacturers, dealers and certified representatives, to submit bids for vehicles.
- 1.2 The SAT will develop and provide all necessary solicitation, bid, and contract award documents which will enable End User to purchase vehicles directly from vendors at a competitive price.
- 1.3 The SAT will consult with the End User as needed in order to facilitate End User’s purchase of vehicle through the VPP.

- 1.4 The SAT will prepare “solicitation for bid” documents in order to obtain price commitments from manufacturers and dealers for the sale of vehicles to End User.
- 1.5 The End User agrees to be bound by the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, which is attached hereto and incorporated by reference as if fully set forth herein.
- 1.6 The End User agrees to provide to the SAT all information and assistance requested by the SAT that is reasonably necessary to remain in compliance with the Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions.

2.0 **Compliance with Laws.** SAT and End User each represent and warrant to the other party that each has obtained all regulatory approvals and licenses necessary to enter into and perform under the terms and conditions of this Agreement. Further, the SAT and the End User represent and warrant to the other party that each is in compliance with all applicable laws and regulations and each party covenants to remain in compliance with such laws and regulations during the term of this Agreement.

3.0 **Term.** The term of this Agreement shall commence on the date set out above and shall continue in effect for one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms ending on the initial anniversary date each year.

4.0 **Termination.** This Agreement may be terminated by either party at any time without cause by written notice to the other party given at least ninety (90) days in advance of the effective date of termination.

5.0 **Trademarks and Copyrights.** The parties reserve the right to the control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party’s name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other party unless agreed to in this document. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the right to use its name, address, and telephone number in connection with the other party's obligations hereunder.

6.0 **Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to the recipient at its respective address designated on the signature page of this Agreement.

7.0 **Independent Contractors.** The SAT and the End User are each acting as independent contractors under this Agreement and not as a partner, joint venture or employee of any other party to this Agreement. Each party shall be responsible for all taxes or similar charges payable with respect to any amounts received by such party under this Agreement. End User shall have no authority to bind SAT to any agreement or obligation. SAT shall have no authority to bind End User to any agreement or obligation. No party shall make any representations to the contrary.

The responsibilities of the SAT in administering the VPP are limited to those specified in the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, attached hereto and incorporated by reference as if fully set forth herein. This Agreement shall not create additional legal obligations for SAT beyond those specified in the attached Terms and Conditions.

8.0 **Amendments.** The parties reserve the right to amend or terminate this Agreement, as provided herein or as specified by amendment. All amendments or modifications to this Agreement must be mutually agreed to in writing by the End User and the SAT.

9.0 **Severability.** If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable, and of full force and effect.

10.0 **Waiver.** The waiver by either party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement or warranty or representation set forth herein, shall not be construed as a waiver of any prior or subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

11.0 **Entire Agreement.** This Agreement, including any exhibits or attachments hereto, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

12.0 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

13.0 **Assignment.** Neither party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other party approves of such assignment, subcontract, or delegation by prior written consent thereto.

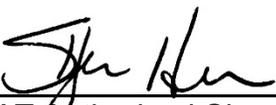
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.0 **Force Majeure.** The obligations of the SAT and the End User hereunder shall be excused during any period of delay or inability to perform caused by matters such as strikes, acts of God, shortages of raw materials or power, an inability to obtain products or services after the parties use their best efforts to provide such products or services, governmental action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the parties to control.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the day and year shown on the first page.

Sheriffs' Association of Texas, Inc.
1601 S. Interstate 35
Austin, TX 78741-2503

City of New Braunfels, Texas
550 Landa Street
New Braunfels, TX 778130



SAT Authorized Signature

By: _____

5/13/2024

Agenda Item No. L)

PRESENTER:

Administrative Lieutenant David Blevins, NBPD

SUBJECT:

Approval of an updated Interlocal Cooperation Agreement between the City of New Braunfels and the New Braunfels Independent School District (NBISD) for the provision of School Resource Officers by the New Braunfels Police Department at NBISD locations.

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

On August 10, 2020, City Council approved an agreement between the City of New Braunfels and the New Braunfels Independent School District (NBISD) for the assignment of officers employed by the New Braunfels Police Department (NBPD) to perform law enforcement services for NBISD as School Resource Officers (SROs). In accordance with the interlocal agreement, the “primary purpose of SROs is to patrol NBISD property and campuses to protect all students, personnel, and visitors from physical harm, to prevent property loss due to theft or vandalism; to enforce all laws including municipal ordinances, county orders, and state law, and to work in coordination with campus officials and NBISD administration (the “Services”)”, in addition to other duties as requested or required.

After implementation of the SRO program, the agreement was amended with clarifying details in concurrence by City Council and the NBISD Board in November 2020. In mutual agreement, the contract has again been updated with minor revisions to the sections pertaining to invoicing, contract renewal process, and document delivery methods; all other terms and conditions remain in effect. Upon receipt of approval by City Council, the updated agreement will be presented to the NBISD Board for their consideration and approval in accordance with standard procedures.

ISSUE:

Not applicable

STRATEGIC PLAN REFERENCE:

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

Continue to utilize cross departmental teams to enhance services provided to internal and external customers.

FISCAL IMPACT:

Per the interlocal agreement, NBISD pays the City for 75% of the direct costs incurred by the City, including salaries, benefits, equipment, training, and vehicle costs associated with the SRO program; the balance of costs is paid by the City. All expenditures and revenue to support the program have been included within the City and NBISD Adopted Budgets and will be incorporated within upcoming budgets. As such, there is sufficient funding for the interlocal agreement as described above.

RECOMMENDATION:

Staff recommends approval of an updated Interlocal Cooperation Agreement between the City of New Braunfels and the New Braunfels Independent School District (NBISD) for the provision of School Resource Officers by the New Braunfels Police Department at NBISD locations.

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF NEW BRAUNFELS, TEXAS AND
NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement for School Resource Officers is made and entered into this ___ day of _____, 2024, by the CITY OF NEW BRAUNFELS, TEXAS (hereinafter referred to as the “City”), a political subdivision of the State of Texas acting through its City Council, and the NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “NBISD”), a political subdivision of the State of Texas acting by and through its Board of Trustees (collectively the “Parties”), and in this regard hereto mutually agree and state as follows:

RECITALS

WHEREAS Chapter 791 of the Texas Government Code authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS Section 37.081 of the Texas Education Code authorizes school districts to enter into an interlocal cooperation agreement with a local law enforcement agency or a county or municipality that is the employing political subdivision of commissioned peace officers for the provision of school resource officers;

WHEREAS the City's New Braunfels Police Department may commission peace officers to provide necessary security and protection and determine the jurisdiction of such peace officers; and

WHEREAS NBISD has determined it is in its best interest to enter into an agreement with the City of New Braunfels, Texas to provide such law enforcement services to NBISD, and it has specifically authorized the subject peace officers (“School Resource Officers”, hereinafter referred to as “SROs”) to carry weapons in performing such services at all NBISD schools and properties within the City’s corporate limits and within NBISD’s jurisdiction and NBISD’s campuses in the City of New Braunfels, Texas (the “Service Area”); and

WHEREAS the City of New Braunfels has determined it is in the best interest of its citizens to assign city police officers to provide enhanced law enforcement services to NBISD within the Service Area, and to patrol areas within the Service Area; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, which constitute good and valuable consideration, the Parties agree as follows:

ARTICLE 1

1.1 The City of New Braunfels, Texas agrees to assign police officers from its department to be employed full-time by the City of New Braunfels, Texas, to perform law enforcement services for NBISD as School Resource Officers (“SROs”) in the Service Area. The primary purpose of SROs is to patrol NBISD property and campuses to protect all students, personnel, and visitors from physical harm, to prevent property loss due to theft or vandalism; to enforce all laws including municipal ordinances, county orders, and state law, and to work in coordination with campus officials and NBISD administration (the “Services”). SROs assigned may also:

- act as a resource person in the area of law enforcement education at the request of NBISD staff;
- speak to classes on the law, search and seizure, drugs, motor vehicle laws, and other law enforcement topics;
- perform other duties as mutually agreed upon, provided that the duty is legitimately and reasonably related to the Services as described herein and is consistent with federal and state law, local ordinances and orders, laws applicable to NBISD, NBISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the New Braunfels Police Department.
- Serve as a confidential source of counseling for students and parents concerning problems they face, as well as provide information on community resources available to them.

If an SRO encounters a school code violation in his or her assigned school, the SRO shall attempt to notify school officials of the violation and the school officials shall mete out discipline for the violation. Unless the school code violation also involves criminal conduct, SROs are not responsible for discipline of any student.

NBISD has provided the City with a complete copy of its policies, procedures, rules, and regulations applicable to the subject matter of this Agreement and will promptly provide each of them with any changes thereto.

1.2 In addition to the officers who are assigned as full-time SROs, the City agrees to assign up to two commissioned peace officers from its department who are willing to serve overtime hours performing law enforcement services for NBISD as School Resource Officers ("SROs") in the Service Area. These hours will be in addition to the peace officer's normal hours performing their regular law enforcement for the City. Commissioned peace officers who serve in this capacity will have the same duties as those who are assigned as full-time SROs under Section 1.1.

1.3 NBISD and the City at least annually will evaluate the number of SROs to be provided and may increase or decrease the number of SROs by mutual agreement. Any change to the number of SROs covered by this agreement shall be made by amendment in accordance to Section 9.1.

1.4 SROs shall be hired pursuant to state civil service laws and the City of New Braunfels hiring policies, shall be fully qualified as police officers, and trained in the capacity of SROs, in the State of Texas. SROs shall be solely directed by the Chief of Police and his designees within the New Braunfels Police Department to patrol and provide a police presence on such properties and campuses owned, operated, or leased by NBISD within the Service Area. The City and NBISD agree to jointly interview and select personnel to fill the position of SRO in accordance with the City policies and procedures. The SROs assigned to NBISD shall be subject to the approval of the NBISD Superintendent or designee and such approval shall not be withheld without good cause. NBISD understands that the Chief of Police may at times have to rotate or change any officer assigned to serve as an SRO; provided, however, that both NBISD and the City agree that consistency in the assigned officer is a priority and NBISD may refuse any particular officer assigned as SRO at any time for good cause and request assignment of a different officer.

1.5 The NBPD and NBISD each agree to maintain specially identified liaison personnel for their

mutual benefit during the term of this Agreement. The liaisons named by the City shall serve as the initial point of contact for any inquiries made pursuant to this Agreement by NBISD and initially respond to any such inquiries by NBISD. The liaison named by the NBISD shall serve as the initial point of contact for any inquiries made pursuant to this Agreement by the City (NBPD) and initially respond to any such inquiries by the City. The liaison shall be named in writing in the Agreement. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

NBPD Liaison, Designated by the chief of Police:

Blake Alexius
Sergeant
3030 West San Antonio
New Braunfels, Texas 78130

NBISD Liaison:
Stephen Brown, Director of Safety and Security
New Braunfels ISD 1000 N. Walnut
New Braunfels, Texas 78130

1.6 NBISD agrees to report all incidents involving students on and off campuses within the Service Area to the New Braunfels Police Department in accordance with Chapter 37 of the Texas Education Code. SROs shall be designated as “a school official” under NBISD Policy. Subject to NBISD’s obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g and state law, NBISD agrees to provide SROs with (a) access to student and personnel records as necessary for the investigation of criminal offenses or to ensure the safety and security of school campuses or events, and (b) access to technology installed at campuses within the Service Area, including surveillance cameras to provide for the safety and security of campuses. SROs shall maintain the confidentiality of student records as required by FERPA.

1.7 When an SRO takes a person into custody in the course of duty under this Agreement, they shall notify NBISD of the incident within the time frame required by law and, to the extent permitted by law, the disposition of the matter. In addition, to the extent permitted by applicable law, SROs shall report to NBISD all information obtained during the investigation of any reported incident involving a student for the purposes of determining appropriate disciplinary actions and modifications of education programs as a result of the incident.

1.8 NBISD agrees to provide appropriate on-campus office space for SROs.

1.9 NBISD agrees to appoint a point of contact who will be responsible for the annual security audit of each campus and who will consult with SROs assigned under this Agreement for input and review of each campus.

1.10 The City will coordinate the use of City canines with NBISD’s Director of Safety and Security, as well as, campus administrations whenever possible; however, when in the best interest of law enforcement and campus security, unannounced inspections may occur.

1.11 NBISD agrees that services for areas outside of the Service Area or for extracurricular activities and events within the Service Area outside the normal school hours are not Services covered under the terms of this Agreement. Nothing in this Agreement prevents NBISD from

continuing its practice of hiring off-duty peace officers for these purposes.

1.12 SRO duties shall be performed during normal workdays in the active school year, which generally includes one hundred eighty-seven (187) days during each calendar year except that SRO duties will commence one week prior to the start of the instructional school year. "Normal workdays" refers to the usual or normal hours the officers may be required to work during any calendar week. While school is in session, SROs will be assigned to a campus on a full-time basis and will be present during regular school hours, for forty (40) hours per week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity time, including any emergencies such as civil disasters. Overtime hours that relate to regular law enforcement duties or that reasonably relate to campus duties must be authorized and approved by the SRO's police supervisor prior to the performance of the overtime work and the direct costs associated with such overtime will be paid by NBISD in accordance with procedures established by the City of New Braunfels.

1.13 The Parties agree that every effort should be made to schedule and/or designate vacation time, training time, court time, any other police-related activity time, vacation days, compensatory time, and other days off outside regular school hours. If an SRO assigned to a campus is unable to be present during regular school hours, the City agrees to use its best reasonable efforts to provide a qualified officer to serve as a substitute SRO during the regular school hours in which the assigned SRO is not present on campus. Overtime costs will be billed to NBISD as provided in Article 2, section 1.

1.14 NBISD understands and agrees notwithstanding other provisions herein that the SROs shall at all times be deemed officers and employees of the City of New Braunfels and shall be responsible and answerable to and under the command of the Chief of Police of the City of New Braunfels.

1.15 Patrol and other law enforcement duties of the SROs shall be performed with the use of City-owned vehicles, appropriately marked designating law enforcement services being performed under authority of the City of New Braunfels.

1.16 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. It is understood that, depending on the nature of an incident, law enforcement personnel may be required to conduct on scene interviews and/or briefing for the media without prior coordination between the Parties. Information will only be released by a Party in accordance with established law and its existing policies and procedures.

ARTICLE 2

2.1 For the purpose of subsidizing the expenses incurred by the City in the employment and retention of SROs hired under Section 1.1 and supplying SROs hired under Section 1.1 with necessary equipment, NBISD agrees to pay, out of currently available revenues, the City each quarter during the active school year seventy-five percent (75%) of the direct costs incurred by the City, including salaries, benefits, personnel services, and associated direct costs of providing services, including but not limited to, furnishing adequate and appropriate supplies, training, equipment, vehicles, and any contractual services necessary for the performance of the SRO duties performed under this Agreement. Overtime expenditures incurred by SROs will be billed at 100% to NBISD.

- a. The City shall provide the SRO with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- b. The City shall keep and maintain accurate records of dates of service and the hours served by the SRO. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement.
- c. Overtime hours that relate to SRO duties must be authorized and approved by the NBISD Superintendent or designee prior to the performance of the overtime work and will be paid in accordance with procedures established by the City.
- d. During the active school year, the City will provide NBISD with a quarterly invoice for the salary, benefits, overtime, and personnel services of the SRO due at least thirty (30) business days prior to each payment date.
- e. NBISD will pay all invoices within thirty days out of current revenue available.
- f. With 48-hour notice, the City shall promptly provide NBISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.

2.2 For the purpose of reimbursing the expenses incurred by the City in connection with City peace officer(s)'s overtime service as SROs, NBISD agrees to pay, out of currently available revenues, the City each month during the active school year the overtime salary costs incurred by the City for the performance of the SRO duties performed under this Agreement.

2.3 NBISD certifies that all payments due under this Agreement shall be paid out of the then current fiscal year funds.

2.4 All Parties agree that all SROs, whether hired under Section 1.1 or assigned to overtime work under Section 1.2, shall be employed by the City of New Braunfels and, as such, shall be provided with all salaries and benefits of similarly-situated and classified employees of the City of New Braunfels.

ARTICLE 3

3.1 The Parties agree that the terms and provisions of this Agreement shall commence on January 1, 2024 and shall continue in full force and effect for a three-year period ending on December 31, 2027 and subject to agreement on Consideration by the Parties, shall have perpetual options to renew annually for an additional period of twelve (12) months. The renewal option shall be exercised prior to July 1 of current service year, unless the Parties hereto shall have previously exercised their right to cancel this Agreement as hereafter provided.

3.2 This Agreement may be terminated at any time by any Party, with or without cause, upon one Hundred Eighty (180) days written notices prior to January 1 of the year the notice is delivered to the other Party. No termination will relieve the obligation of NBISD to pay the City of New Braunfels for any amounts due and payable for Services performed hereunder prior to termination. Unless termination is subject to Section 3.3, if NBISD terminates this Agreement during any year, then

NBISD shall be responsible for the remaining annual consideration for the four SROs as provided for under Section 2.2 unless any of the SROs leave the employment of the City, and the NBISD shall be granted a proportionate reduction

3.3 This Agreement may be terminated by any Party upon not less than thirty (30) days written notice should another Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

ARTICLE 4

4.1 This Agreement shall bind and benefit each Party and their legal successors, but shall not otherwise be assignable, in whole or in part, by any Party without first obtaining the written consent of the other Party.

ARTICLE 5

5.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The Services provided for herein are governmental functions, and the City and NBISD shall be engaged in the conduct of a governmental function while providing and/or performing any Service pursuant to this Agreement.

5.2 The relationship of NBISD and the City shall, with respect to that part of any Service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties hereto.

5.3 The City shall have no liability whatsoever for or with respect to NBISD's use of any NBISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of NBISD. NBISD shall be solely responsible, as between NBISD and the City and the agents, officers, and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by NBISD or its agents, officers, employees, and subcontractors, while on NBISD property or while using any NBISD facility or performing any function or providing or delivering any service undertaken by NBISD pursuant to this Agreement. For and with respect to NBISD property or NBISD's use of any NBISD facility, NBISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure NBISD and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by NBISD, its agents, officers, employees, and subcontractors in the course of their duties.

5.4 NBISD shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City shall be solely responsible, as between the City and NBISD and the agents, officers, and employees of NBISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while performing any function or providing or delivering any Service undertaken by the City pursuant to this Agreement;

For and with respect to the Services to be provided by the City to NBISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission or failure to act by the City, and its agents, officers, employees, and subcontractors in the course of their duties.

5.5 It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing its liability and potential liability pursuant to this Agreement; each Party hereto reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor NBISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under this Agreement except as specifically provided herein or by law. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

ARTICLE 6

6.1. All correspondence and communications concerning this Agreement shall be directed to:

City of New Braunfels

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

New Braunfels Independent School District

Superintendent
New Braunfels Independent School District
1000 N. Walnut
New Braunfels, Texas 78130

ARTICLE 7

7.1 This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

ARTICLE 8

8.1 If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of this Agreement, which shall remain in force and effect.

ARTICLE 9

9.1 This Agreement is the entire agreement between NBISD and the City as to the subject matter hereof and is the sole and only agreement of the Parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument and executed by the Parties in accordance with the formalities of this Agreement.

ARTICLE 10

10.1 This Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Comal County, Texas.

The parties hereto have executed this Agreement as dated below.

NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT:

BY: _____
Eric Bergquist
President, New Braunfels ISD Board of Trustees

Date

CITY OF NEW BRAUNFELS

BY: _____
Robert Camareno
New Braunfels City Manager

Date

5/13/2024

Agenda Item No. M)

PRESENTER:

Garry Ford, Transportation and Capital Improvements Director

SUBJECT:

Approval of a resolution authorizing the City Manager to apply for Federal Transit Administration grant funds and authorizing the City Manager to execute and file required documents annually.

DEPARTMENT: Transportation and Capital Improvements**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

The Federal Transit Administration (FTA) requires that agencies receiving federal public transportation funds provide an authorizing resolution to apply for funds and designate an authorized signer for documents required to apply for and accept federal transit grant funds.

The FTA provides an annual apportionment amount for Federal transit funds. City staff will bring a separate item for consideration annually outlining the amount of Federal funds awarded along with the amount of available state matching funds and the amount of local match funds required.

ISSUE:

Seek alternative funding sources and partnerships that extend city tax dollars; Coordinate land use with strategic investments in multimodal transportation so residents and visitors can travel safely and easily throughout the city.

FISCAL IMPACT:

This action is required for the receipt of federal transit funding.

STAFF ANALYSIS:

Staff recommends approval of a resolution authorizing the City Manager to execute grant applications, award documents and annual certification and assurance documents.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transit Administration has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal assistance will impose certain obligations upon the City, and may require the City to provide the local share of project costs; and

WHEREAS, the City has or will provide all annual certifications and assurances to the Federal Transit Administration required for transportation projects;

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

THAT, the City Manager is authorized to execute and file an application for federal assistance on behalf of the City of New Braunfels with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration; and

THAT, the City has received authority from the designated recipient ,the Texas Department of Transportation, to apply for Urbanized Area Formula Program assistance; and

THAT, the City Manager is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement; and

THAT, the City Manager is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of New Braunfels; and

THAT, this resolution shall be in full force and effect immediately from and after its passage.

PASSED, ADOPTED AND APPROVED THIS 13th DAY OF May, 2024

CITY OF NEW BRAUNFELS, TEXAS

BY: _____
NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

5/13/2024

Agenda Item No. N)

PRESENTER:

Scott McClelland, Assistant Director of Transportation and Capital Improvements

SUBJECT:

Approval of a resolution recommended by the New Braunfels Economic Development Corporation approving a project expenditure of up to \$1,000,000 to the City of New Braunfels for the construction of the Landa Lake Dam & Spillway Improvements, a project authorized under 505.152 of the Texas Local Government Code.

DEPARTMENT: Transportation and Capital Improvements

COUNCIL DISTRICTS IMPACTED: 3

BACKGROUND INFORMATION:

The New Braunfels Economic Development Corporation (NBEDC) has worked to develop a list of capital projects to support - through engineering and design and/or construction funding - since the summer of 2022. The NBEDC voted unanimously to approve funding the final design of the Landa Lake Dam project at its March 9, 2023 meeting with Freese and Nichols, Inc (FNI). The final design completed by FNI includes the construction design drawings and an opinion of probable cost for construction.

The repair of the dam will improve global stability of the structure to meet the TCEQ dam safety regulations. The construction of the improvements would add a concrete toe to the existing dam as well as address erosion in the overflow channel to improve stability and maintenance of the channel.

The NBEDC received a presentation on the construction of these improvements at its March 21, 2024 regular meeting. The cost to complete construction of the proposed improvements and for other construction phase expenses is \$1,000,000. The NBEDC approved this project expenditure unanimously at its April 18, 2024 meeting. If approved by City Council, the construction would begin after the 2024 Spring Fed Pool season ends.

ISSUE:

The Landa Lake Dam does not meet the TCEQ dam safety regulations. The proposed improvements would improve the dam's stability to meet these regulations.

STRATEGIC PLAN REFERENCE:

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

The proposed improvements to the Landa Lake Dam & Spillway will add to the Community's Well-Being by ensuring the longevity and improving the stability of the dam itself, keeping Landa Park safe by decreasing the likelihood of a dam failure.

FISCAL IMPACT:

The construction phase cost is estimated to be \$1,000,000; the NBEDC has adequate funds for this project

expenditure.

RECOMMENDATION:

Approval of \$1,000,000 for the construction of the Landa Lake Dam & Spillway Improvements.

RESOLUTION 2024- RXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING A RECOMMENDATION OF THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION FOR A PROJECT EXPENDITURE OF UP TO \$1,000,000 TO THE CITY OF NEW BRAUNFELS FOR THE CONSTRUCTION OF THE LANDA LAKE DAM & SPILLWAY IMPROVEMENTS, A PROJECT AUTHORIZED UNDER 505.152 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the New Braunfels Economic Development Corporation (“NBEDC”) Board of Directors met on April 18, 2024, to consider a request from the City of New Braunfels for up to \$1,000,000 for improvements to the Landa Lake Dam & Spillway; and

WHEREAS, the improvements to the Landa Lake Dam & Spillway include plans to improve global stability of the dam to comply with TCEQ Dam Safety requirements, to minimize erosion and maintain the spillway channel, and replace the sluice gates to control water; and

WHEREAS, the engineering and design of this project was previously funded by the NBEDC in May 2023; and

WHEREAS, section 505.152 of the Texas Local Government Code outlines approved projects for the NBEDC; and

WHEREAS, section 505.152 lists projects related to recreational or community facilities to include improvements to “public park purposes” and “open space improvements” as eligible projects for funding; and

WHEREAS, the NBEDC Board of Directors held a public hearing on April 18, 2024 to solicit public comments about the City’s funding request; and

WHEREAS, the NBEDC Board of Directors, after discussing the request, voted to approve the expenditure in an amount up to \$1,000,000 to the City of New Braunfels to fund the construction and completion of the Landa Lake Dam & Spillway Improvements;

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

Section 1: That the recommendation of the New Braunfels Economic Development Corporation to approve a project expenditure of up to \$1,000,000 to the City of New Braunfels for the construction of the Landa Lake Dam & Spillway Improvements is hereby approved.

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

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

PASSED, ADOPTED, AND APPROVED this ___ day of _____ 2024.

CITY OF NEW BRAUNFELS

BY: _____
NEAL LINNARTZ, MAYOR

ATTEST

BY: _____
GAYLE WILKINSON, CITY SECRETARY

5/13/2024

Agenda Item No. O)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of a resolution consenting to the issuance of unlimited tax road bonds and unlimited tax bonds by Comal County Water Improvement District No. 1A, a Water Improvement District located within the Extraterritorial Jurisdiction of the City.

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: N/A

BACKGROUND INFORMATION:

The Development Agreement (“the Agreement”) between the City of New Braunfels and Word-Borchers Ranch Joint Venture (“Veramendi”) authorizes up to \$620 million in debt for eligible, designated purposes. The Water Improvement District (“WID”) will market and intends to sell up to \$5.5 million in Unlimited Tax Road Bonds and up to \$14.325 million in Unlimited Tax Bonds to provide reimbursements to the developer for the financing, operation and maintenance of regional water, sanitary sewer, drainage facilities and other services provided to the subdistricts of the Veramendi WID. Each of the subdistricts - numbers 1A, 1B, 1C, 1D, 1E and 1F- have each given the authority by their respective Board of Directors to enter the Master Contract and levy ad valorem taxes to make payments under the Contract Revenue Bonds. The bonds will be paid for by tax revenues secured by approximately \$306 million in taxable assessed valuation within the boundaries of all the WID’s subdistricts. The preliminary value of the area in 2024 is approximately \$425 million and no increase in taxable value is anticipated for issuance of the bonds. The total tax rate varies by subdistrict but is not expected to change because of the issuance of the Master District Bonds; either the debt or the maintenance component of each Participant’s tax rate will be reduced to accommodate the Contract Tax in 2024.

Section 8 of the Agreement outlines the requirements for the District (and subdistricts) and indebtedness, as well as obligations of the District to the City. The District has undertaken preliminary feasibility of the debt issuance and does not expect a change in the total tax rate paid by Veramendi property owners.

ISSUE:

The issuance of bonds secured by property tax revenue within the Veramendi WID.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

No fiscal impact to the City of New Braunfels because the bonds are secured by property tax revenue paid from property owners within the boundaries of the WID.

RECOMMENDATION:

Staff recommends approval of the proposed resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, GIVING CONSENT TO THE ISSUANCE OF UNLIMITED TAX ROAD BONDS AND UNLIMITED TAX BONDS BY COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 1A, A WATER IMPROVEMENT DISTRICT LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY.

WHEREAS, the City of New Braunfels, Texas (the "City") is a Texas municipal corporation as defined by the Texas Local Government Code; and

WHEREAS, Comal County Water Improvement District No. 1A (the "District") is a water district created under Article XVI, Section 59 of the Texas Constitution and by order of division adopted by Comal County Water Improvement District No. 1, and is operating pursuant to Chapters 49 and 51 of the Texas Water Code and located within the extraterritorial jurisdiction of the City; and

WHEREAS, the District desires to proceed with the issuance of the Comal County Water Improvement District No. 1A Unlimited Tax Road Bonds, Series 2024, in an amount not to exceed \$5,500,000, and Unlimited Tax Bonds, Series 2024, in an amount not to exceed \$14,325,000 (collectively the "Bonds"); and

WHEREAS, the District desires that the City give its written consent to the issuance of the Bonds, pursuant to Section 8.2 of that certain Development Agreement, dated February 25, 2013, by and between the City and Word-Borchers Ranch Joint Venture, a Texas general partnership, and pursuant to the presentation provided to the City, attached hereto and incorporated fully herein as **Exhibit A**, which reflects the City's consent to issuance of the Bonds at the specified par amount and maturity schedule and at such call and redemption dates as reflected therein; and

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

SECTION 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. That the City Council of the City hereby specifically gives its written consent to the issuance of the Bonds at such specified par amount, maturity schedule, call and redemption dates as reflected in **Exhibit A**.

PASSED AND APPROVED by the City Council of the City of New Braunfels, Texas on this _____ day of _____, 2024.

Neal Linnartz, Mayor
City of New Braunfels, Texas

ATTEST:

Gayle Wilkinson, City Secretary
City of New Braunfels, Texas

COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 1A

\$5,500,000*

Unlimited Tax Road Bonds, Series 2024

\$14,325,000*

Unlimited Tax Bonds, Series 2024

*Final size may be reduced, not exceeded.



THE ROAD BONDS

- Up to \$5,500,000 Principal Amount (may be reduced)
- Maturity Schedule: March 1, 2026 through 2049
- Callable: March 1, 2030
- Expected Sale Date: May 21, 2024
- Security: Unlimited Tax Bonds
- Rating: The District's debt is rated Baa2 by Moody's Investors Service and the Bonds are expected to sell with municipal bond insurance ('AA' insured rating)
- Type of Sale: Competitive

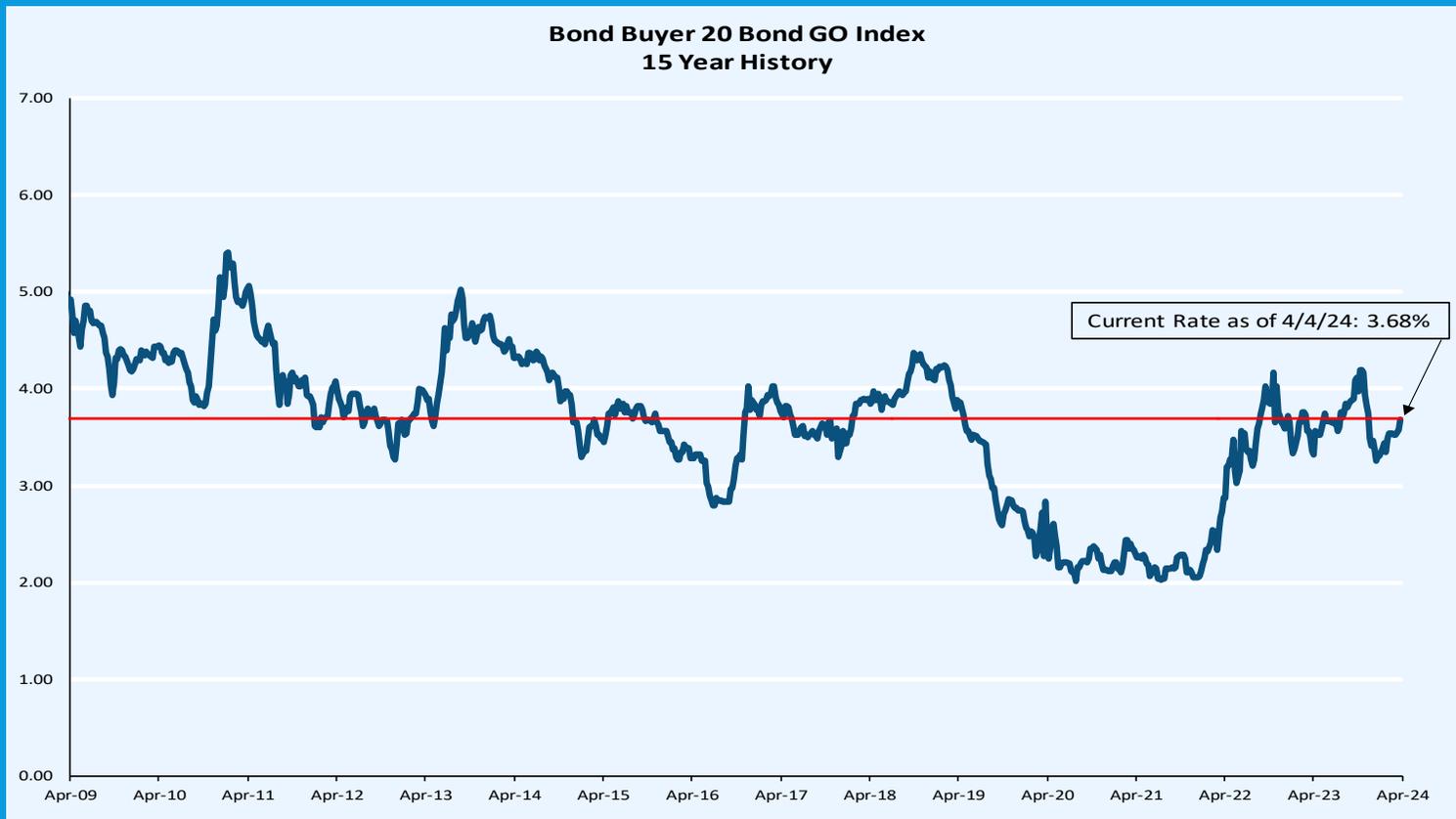
THE UTILITY BONDS

- Up to \$14,325,000 Principal Amount (may be reduced)
- Maturity Schedule: March 1, 2027 through 2049
- Callable: March 1, 2031
- Expected Sale Date: November 19, 2024
- Security: Unlimited Tax Bonds
- Rating: The District's debt is rated Baa2 by Moody's Investors Service and the Bonds are expected to sell with municipal bond insurance ('AA' insured rating)
- Type of Sale: Competitive

FEASIBILITY OF THE BONDS (BOTH SERIES)

- The 2023 Certified Value was \$305,874,803 and the Estimate of Value as of March 1, 2024 is \$425,210,360 (provided by the Comal Appraisal District).
- No increase in taxable value is required for issuance of the Bonds; however, the District expects to achieve approximately \$571 million in taxable value by the time of sale of the utility bonds.
- Bond size is based upon a 10.00% debt ratio. The outstanding debt of Comal 1A after the issuance of both series of Bonds will be \$54,585,000.
- The Road Bonds will be delivered in June 2024 and the Utility Bonds will be delivered in December 2024.
- 2023 Total Tax Rate is \$0.794 (\$0.73 Debt + \$0.064 M&O). This total tax rate has been the same since inception.
- No change in total tax rate is expected as a result of the issuance of the Bonds; however, in 2024 the District expects to reduce the debt service tax to \$0.65, reduce the M&O to \$0.044 and levy an initial Contract Tax of \$0.10 in connection with the Master District.
- Average Annual Debt Service of \$3,396,000 (2025-2049).

THE MARKET



5/13/2024

Agenda Item No. P)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of a resolution consenting to the issuance of Contract Revenue Bonds by Comal County Water Improvement District No. 1A, a Water Improvement District located within the Extraterritorial Jurisdiction of the City.

DEPARTMENT: Economic and Community Development

COUNCIL DISTRICTS IMPACTED: N/A

BACKGROUND INFORMATION:

The Development Agreement (“the Agreement”) between the City of New Braunfels and Word-Borchers Ranch Joint Venture (“Veramendi”) authorizes up to \$620 million in debt for eligible, designated purposes. The Water Improvement District (“WID”) will market and intends to sell up to \$3.5 million in Contract Revenue Bonds to provide reimbursements to the Master District for the financing, operation and maintenance of regional water, sanitary sewer, drainage facilities and other services provided to the subdistricts of the Veramendi WID. Each of the subdistricts - numbers 1A, 1B, 1C, 1D, 1E and 1F- have each given the authority by their respective Board of Directors to enter the Master Contract and levy ad valorem taxes to make payments under the Contract Revenue Bonds. These contract revenue bonds are to reimburse the master district the final payments for the regional stormwater facility that all the subdistricts receive a benefit from. The bonds will be paid for by tax revenues secured by approximately \$375 million in taxable assessed valuation within the boundaries of all the WID’s subdistricts. The taxable value of the area in 2023 was approximately \$435 million and \$561 million in preliminary 2024 preliminary values. The total tax rate varies by subdistrict but is not expected to change because of the issuance of the Master District Bonds; either the debt or the maintenance component of each Participant’s tax rate will be reduced to accommodate the Contract Tax in 2024.

Section 8 of the Agreement outlines the requirements for the District (and subdistricts) and indebtedness, as well as obligations of the District to the City. The District has undertaken preliminary feasibility of the debt issuance and does not expect a change in the total tax rate paid by Veramendi property owners.

ISSUE:

The issuance of bonds secured by property tax revenue within the Veramendi WID.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

No fiscal impact to the City of New Braunfels because the bonds are secured by contracted revenue obligations paid from property owners within the boundaries of the WID.

RECOMMENDATION:

Staff recommends approval of the proposed resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, GIVING CONSENT TO THE ISSUANCE OF CONTRACT REVENUE BONDS BY COMAL COUNTY MASTER WATER IMPROVEMENT DISTRICT, A WATER IMPROVEMENT DISTRICT LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY.

WHEREAS, the City of New Braunfels, Texas (the "City") is a Texas municipal corporation as defined by the Texas Local Government Code; and

WHEREAS, Comal County Master Water Improvement District (the "District") is a water district created under Article XVI, Section 59 of the Texas Constitution and by order of division adopted by Comal County Water Improvement District No. 1, and is operating pursuant to Chapters 49 and 51 of the Texas Water Code and located within the extraterritorial jurisdiction of the City; and

WHEREAS, the Master District entered into that certain Contract for Financing, Operation and Maintenance of Regional Water, Sanitary Sewer, and Drainage Facilities and Other Services (the "Master Contract"), dated February 14, 2020, with Comal County Water Improvement District No. 1A, Comal County Water Improvement District No. 1B, and, as such rights, duties, and obligations thereunder were partially assigned to, and assumed by, Comal County Water Improvement District No. 1C, Comal County Water Improvement District No. 1D, Comal County Water Improvement District No. 1E, and Comal County Water Improvement District No. 1F, each of which were given the authority by their respective Board of Directors and through voter-approval to enter into the Master Contract and levy ad valorem taxes to make payments required thereunder; and

WHEREAS, the Master District desires to proceed with the issuance of the Comal County Master Water Improvement District Contract Revenue Bonds, Series 2024A, (the "Bonds") in an amount not to exceed \$3,500,000; and

WHEREAS, the Master District desires that the City give its written consent to the issuance of the Bonds, pursuant to Section 8.2 of that certain Development Agreement, dated February 25, 2013, by and between the City and Word-Borchers Ranch Joint Venture, a Texas general partnership, and pursuant to the presentation provided to the City, attached hereto and incorporated fully herein as Exhibit A, which reflects the City's consent to issuance of the Bonds at the specified par amount and maturity schedule and at such call and redemption dates as reflected therein; and

WHEREAS, the Master District and the Participant Districts desire that the City give its written consent to the Master District and the Participant Districts to enter into the Master Contract and the contractual obligations specified therein, including such covenants to make payments in support of the Bonds.

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

SECTION 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. That the City Council of the City hereby specifically gives its written consent to the issuance of the Bonds at such specified par amount, maturity schedule, call and redemption dates as reflected in Exhibit A.

PASSED AND APPROVED by the City Council of the City of New Braunfels,
Texas on this _____ day of _____, 2024.

Neal Linnartz, Mayor
City of New Braunfels, Texas

ATTEST:

Gayle Wilkinson, City Secretary
City of New Braunfels, Texas

COMAL COUNTY MASTER WATER IMPROVEMENT DISTRICT THE MASTER DISTRICT

\$3,500,000

Contract Revenue Bonds, Series 2024A



THE BONDS

- \$3,500,000 Principal Amount
- Maturity Schedule: December 1, 2027 through 2050
- Callable: December 1, 2030
- Expected Sale Date: Fourth Quarter 2024
- Security: Contract Revenue received from the Participant districts Comal 1A, 1D and 1F (collectively, Participants in the Service Area). Comal 1B, 1C and 1E will also become participants once their development begins. The Contract Revenue received from the Participants represents the proceeds of an unlimited tax pledge by the Participants (the Contract Tax). The Contract Tax and associated Master District Contract has been approved by each Participant and approved by the voters within each Participant.
- This will be the second issuance of bonds by the Master District
- Type of Sale: Competitive
- Approval of the Texas Commission on Environmental Quality Required

FEASIBILITY OF THE BONDS

- The 2023 Value of the Service Area is \$434,709,046
- The Estimate of Value of the Service Area as of March 1, 2024 is \$561,578,080
- Bond size is based upon no-growth in value and a \$0.10 Contract Tax with an initial Contract Tax levy by the Participants in 2024.
- 2023 Total Tax Rate of the Participants ranges from \$0.794 to \$0.85 and this not expected to change in future years as a result of the issuance of the Master District Bonds; either the debt or the maintenance component of each Participant's tax rate will be reduced to accommodate the Contract Tax in 2024.
- Estimated Average Annual Debt Service of \$670,114(2025-2050).
- No increase in taxable value is required for issuance of the Bonds.

5/13/2024

Agenda Item No. Q)

PRESENTER:

Garry Ford, Transportation and Capital Improvements Director

SUBJECT:

Approval of a resolution supporting the submission of projects to the U.S. Department of Transportation Safe Streets and Roads for All grant.

DEPARTMENT: Transportation and Capital Improvements**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

The U.S. Department of Transportation (USDOT) Safe Streets and Roads for All (SS4A) program provides grants to local, regional, and tribal communities for implementation, planning, and demonstration activities as part of a systematic approach to prevent deaths and serious injuries on the nation's roadways. The SS4A grant program offers Planning and Demonstration Grants for Safety Action Plans and supplemental safety planning and demonstration activities and Implementation Grants to implement projects identified in existing action plans.

On March 25, 2024, City Council passed a resolution adopting the New Braunfels Street Safety Action Plan. This plan outlined measures to reduce speeds, protect and expand multimodal spaces, inform and educate the public on the benefits of such infrastructure, and work towards more streamlined implementation of safety measures. The plan also details funding options for proposed projects, including the SS4A grant program.

City staff has evaluated programs and safety measures which will help meet the goals of the adopted plan and recommend submission of the Pedestrian and Bicycle Network Plan and the Americans with Disabilities Act (ADA) Transition Plan to the SS4A Planning and Demonstration grant funding.

ISSUE:

Continue to develop programs and safety measures to help meet the goals of the adopted Street Safety Action Plan through the use of Federal grants.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

Projects selected for grant funding require a 20 percent local match.

RECOMMENDATION:

Approval of a resolution of support to submit projects to the SS4A grant program.

RESOLUTION NO. 2024-____

A RESOLUTION SUPPORTING THE SUBMISSION OF CITY OF NEW BRAUNFELS TRANSPORTATION PROJECTS FOR THE UNITED STATES DEPARTMENT OF TRANSPORTATION SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM.

WHEREAS, the City seeks funding to prevent traffic-related injuries and deaths through the implementation of the “Safe Systems” approach by building and reinforcing multiple layers of protection to both prevent crashes and minimize harm when crashes do occur ; and

WHEREAS, the City adopted a Safe Streets Action Plan based on Vision Zero principles, a global safety initiative positing that traffic-related deaths and injuries are not inevitable; they can be entirely prevented through planning, design, enforcement, and education; and

WHEREAS, the City’s Strategic Plan prioritizes improved connectivity and enhanced walkability providing a well-connected transportation network serving pedestrians, bicyclists, transit users, children, older individuals, individuals with disabilities, motorists and freight vehicles; and

WHEREAS, the U.S. Department of Transportation released a National Roadway Strategy in early 2022 highlighting the public health crisis occurring from traffic deaths , and committing to a national goal of zero deaths through a Safe Systems Approach ; and

WHEREAS, the Bipartisan Infrastructure Law is providing funding for transportation projects, including the Safe Streets and Roads for All (SS4A) grant program focused on elevating planning and investments towards safer streets; and

WHEREAS, funds for the Fiscal Year 2024 SS4A discretionary grant program funds are to be awarded on a competitive basis to support planning, infrastructure, behavioral and operational initiatives to prevent death and serious injuries on roads and streets involving all users;

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

THAT, the City Council authorizes the City Manager, or designee, to submit a grant application for planning and demonstration grant funds to support the City’s Pedestrian and Bicycle Network Plan and Americans with Disabilities Act Transition Plan.

PASSED, ADOPTED AND APPROVED this 13th day of May, 2024.

City of New Braunfels, Texas

NEAL LINNARTZ, Mayor

Attest:

GAYLE WILKINSON, City Secretary

5/13/2024

Agenda Item No. R)

PRESENTER:

Scott McClelland, Assistant Director of Transportation and Capital Improvements

SUBJECT:

Approval of a resolution recommended by the New Braunfels Economic Development Corporation approving a project expenditure of up to \$1,200,000 to the City of New Braunfels for the construction of the Last Tuber's Exit Improvements, a project authorized under 505.152 of the Texas Local Government Code.

DEPARTMENT: Transportation and Capital Improvements

COUNCIL DISTRICTS IMPACTED: 5

BACKGROUND INFORMATION:

The New Braunfels Economic Development Corporation (NBEDC) has worked to develop a list of capital projects to support - through engineering and design and/or construction funding - since the summer of 2022. The NBEDC voted unanimously to approve funding the final design of the Last Tuber's Exit project at its January 19, 2023 meeting with Frees and Nichols, Inc (FNI). The final design completed by FNI includes the construction design drawings and an opinion of probable cost for construction.

The proposed improvements to Last Tuber's Exit will help reduce staff intervention, reduce the backup of tubers at the lower landing area and stairs, and improve the safety for staff and park users. The construction of these improvements would replace the underwater stairs with additional steps and a 12' wide underwater landing. Handrails will be replaced, an ADA transfer system will be included, and marker buoys will be added to delineate the underwater landing.

The NBEDC received a presentation on the construction of these improvements at its March 21, 2024 regular meeting. The cost to complete construction of the proposed improvements and for other construction phase expenses is \$1,200,000. The NBEDC approved this project expenditure unanimously at its April 18, 2024 meeting. If the City Council approves, construction would begin after the 2024 river season ends.

ISSUE:

Last Tuber's Exit requires safety updates to help reduce staff intervention and the backup of tubers exiting the river. These improvements would replace underwater stairs and add additional steps and a wide underwater landing.

STRATEGIC PLAN REFERENCE:

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

Improving the Last Tuber's Exit will greatly contribute to the Community's Well-Being. These proposed improvements will increase the safety of tubers exiting the river and allow for ADA accessibility.

FISCAL IMPACT:

The construction phase cost is estimated to be \$1,200,000; the NBEDC has adequate funds for this project expenditure.

RECOMMENDATION:

Approval of \$1,200,000 for the construction of the Last Tuber's Exit Improvements.

RESOLUTION 2024- RXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING A RECOMMENDATION OF THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION FOR A PROJECT EXPENDITURE OF UP TO \$1,200,000 TO THE CITY OF NEW BRAUNFELS FOR THE CONSTRUCTION OF THE LAST TUBER'S EXIT IMPROVEMENTS, A PROJECT AUTHORIZED UNDER 505.152 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the New Braunfels Economic Development Corporation ("NBEDC") Board of Directors met on April 18, 2024, to consider a request from the City of New Braunfels for up to \$1,200,000 for improvements to the Last Tuber's Exit; and

WHEREAS, the improvements to the Last Tuber's Exit include plans to improve the egress from the Comal River, provide an ADA compliant accessible route, remove the aging NBU water lines, and replace water service at the Last Tuber's Exit; and

WHEREAS, the engineering and design of this project was previously funded by the NBEDC in April 2023; and

WHEREAS, section 505.152 of the Texas Local Government Code outlines approved projects for the NBEDC; and

WHEREAS, section 505.152 lists projects related to recreational or community facilities to include improvements to "public park purposes" and "open space improvements" as eligible projects for funding; and

WHEREAS, the NBEDC Board of Directors held a public hearing on April 18, 2024 to solicit public comments about the City's funding request; and

WHEREAS, the NBEDC Board of Directors, after discussing the request, voted to approve the expenditure in an amount up to \$1,200,000 to the City of New Braunfels to fund the construction and completion of the Last Tuber's Exit Improvements;

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

Section 1: That the recommendation of the New Braunfels Economic Development Corporation to approve a project expenditure of up to \$1,200,000 to the City of New Braunfels for the construction of the Last Tuber's Exit Improvements is hereby approved.

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

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

PASSED, ADOPTED, AND APPROVED this ___ day of _____ 2024.

CITY OF NEW BRAUNFELS

BY: _____
NEAL LINNARTZ, MAYOR

ATTEST

BY: _____
GAYLE WILKINSON, CITY SECRETARY

5/13/2024

Agenda Item No. S)

PRESENTER:

Sandy Paulos, Director of Finance

SUBJECT:

Approval of the first reading of an ordinance amending the New Braunfels Code of Ordinances, Section 86-2 by adopting new Miscellaneous Park Rental fees and moving all fees to Appendix D.

DEPARTMENT: Parks and Recreation

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

A presentation regarding these proposed fee adjustments was given at the July Council Retreat and then again at the March 18, 2024, Council meeting. At these meetings, staff was given direction to move forward with implementation of the proposed fee adjustments including changes to Parks and Recreation related fees, more specifically for Miscellaneous Park Rentals. The adjustments will help bring those fees in line with market rates and help cover increased costs. The addition of three new Miscellaneous Park Rental Fees will help cover the costs of upkeep and operating costs for those parks and events.

If approved, the change for the Parks and Recreation related user fees will have an implementation date of June 1, 2024, and will be posted on the Parks Department website.

The proposed fee adjustments are as follows:

MISCELLANEOUS PARK RENTALS				
	Current Resident	Proposed Resident	Current Non-Resident	Proposed Non-Resident
Special Event Areas				
Morningside Nature Stage	N/A	\$45.00	N/A	\$104.00
JAWS Skate Park (per 6 hr rental)	N/A	\$150.00	N/A	\$345.00
Special Use Fees				
Walk/Race/Run Permit	\$50.00	\$100.00	\$50.00	\$230.00
Commercial Picnic Permit	N/A	\$50.00	N/A	\$115.00

ISSUE:

STRATEGIC PLAN REFERENCE:

Strategic Priority: Organizational Excellence

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

FISCAL IMPACT:

Any additional revenue generated by these fee adjustments will be incorporated into the FY 2025 Budget to

help offset increased costs and cover unfunded resource needs.

RECOMMENDATION:

Staff recommends approval of the ordinance.

ORDINANCE NO. 2024 - ____

AN ORDINANCE AMENDING THE CITY OF NEW BRAUNFELS, TEXAS, CODE OF ORDINANCES, CHAPTER 86 – PARKS AND RECREATION, SECTION 86-2 RESERVED PICNIC AREAS AND INDIVIDUAL PICNIC TABLE USAGE FEES IN CITY PARKS; AND MOVING THESE FEES TO APPENDIX D, FEE SCHEDULE; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council has adopted miscellaneous park rental fees that have not been increased since 2018; and

WHEREAS, the addition of new special event area and permit fees, along with an increase to some existing permit fees is necessary to sufficiently cover expenses related to the operations and maintenance of the various park areas and City Council finds the staff's recommendation both reasonable and necessary.

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

SECTION 1: The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2: That Section 86-2 Reserved Picnic Areas and Individual Picnic Table Usage Fees in City Parks, of the New Braunfels Code of Ordinances shall be amended to hereinafter read as follows:

Section 86-2 Reserved Picnic Areas and Individual Picnic Table Usage Fees in City Parks

- a) ~~The following scheduled fees shall be paid by patrons of any city-owned municipal park in the city. Reserved areas are those designated on the map of the city parks on file in the office of the parks and recreation department.~~
- a) The scheduled fees reflected in Appendix D shall be paid by patrons of any city-owned municipal park in the city. Reserved areas are those designated on the map of the city parks on file in the office of the parks and recreation department.

Area No:	No. of Tables	Usage Fee Resident	Usage Fee Non-Resident
Group Type A	3	\$35.00	\$81.00
Group Type B	4	\$45.00	\$104.00
Group Type C	5	\$55.00	\$127.00
Group Type D	10	\$110.00	\$253.00
Shelter Type A	7 or 8	\$110.00	\$253.00
Shelter Type B	12	\$225.00	\$518.00
LP Dance Slab (Must rent Pavilion 4)		\$150.00	\$345.00
LP Gazebo, per 2 hours		\$75.00	\$173.00
Cypress Bend Pavillion (11 Tables)		\$110.00	\$253.00
FP Pavillion A-G	4	\$75.00	\$173.00
FP Grand Pavillion	18	\$250.00	\$575.00
FP Hilltop Pavilion	18	\$300.00	\$690.00
FP Amphitheater (Must rent Hilltop Pavillion)		\$150.00	\$345.00
FP Plaza (Must rent Hilltop Pavillion)		\$100.00	\$230.00
Faust Street Bridge		\$75.00 (per 2 Hours)	\$173.00 (per 2 Hours)
Landa Lake Gazebo		\$75.00 (per 2 Hours)	\$173.00 (per 2 Hours)
Cypress Bend Grass Area		\$150.00	\$345.00
Solms Pavillion		\$45.00	\$104.00
Haymarket Pavillion		\$45.00	\$104.00
Kraft Pavillion		\$45.00	\$104.00
Individual Picnic Tables		\$0-\$20.00	\$25.00
Live/Amplified Music Permit		\$25.00	\$25.00
Inflatable Game Permit		\$25.00	\$25.00

- (b) Picnic permit fees will be paid by all non-residents for the use of each picnic area/table used in Landa Park, Hinman Island, Fischer and Prince Solms Parks. Residents of the city may use one picnic area/table at no cost. Each additional picnic table/area will be charged the picnic permit fee.
- (c) The reservation fee, as set forth in this section, may be refunded under the following conditions:
- (1) *Inclement weather (rain out)*. Inclement weather rain outs will be determined by the parks and recreation director or designee. Reservation holders may reschedule based on availability and within 90 days from the original reservation date. Customers must notify the parks administration office (830) 221-4350 within the first three working days of the rain out date in order to reschedule.

- (2) *Cancellations by customer.* Peak season is defined as March—September. During peak season, if cancellation is received less than two weeks prior to the reservation date, customer will be issued a 50 percent refund or account credit. Outside of peak season, customer will be issued a full refund when reservation is cancelled independent of cancellation date.
 - (3) *No refund.* If customer fails to show up or no cancellation notice is received prior to the date of the reservation, no refund will be issued.
 - (4) *Special circumstances.* Special circumstances related to cancellation requests not specifically covered within this policy will be determined at the discretion of the parks and recreation director or designee.
- (d) Persons reserving the city-owned Landa Park gazebo shall be responsible for the control of traffic by employing sufficient law enforcement officers to direct traffic at the entrance of the roadway known as the peninsula circular driveway. Such law enforcement officers may prohibit motor vehicles from crossing the bridge at the entrance of the circular drive only during the period this gazebo is reserved. The director of parks and recreation shall be authorized to install barricades at the entrance to the peninsula circular driveway when traffic controls are paramount and the safety of the participants is jeopardized. Cost of such precautions shall be borne by the persons reserving the gazebo.

(Code 1961, § 14A-2; Ord. No. 2003-51, § I(1.), 8-11-03; Ord. No. 2006-01, § I(1.), 1-9-06; Ord. No. 2012-12, § II, 3-26-12; Ord. No. 2015-02, § II, 1-12-15; Ord. No. 2018-16, § 1, 2-26-18; Ord. No. 2019-46, § 1, 7-22-19)

APPENDIX D FEE SCHEDULE

Sec. A. Schedule of Fees.

PICNIC AREA/TABLE FEES

The following scheduled fees shall be paid by patrons of any City-owned municipal park in the city. Reserved areas are those designated on the map of the city parks on file in the office of the Parks and Recreation Department.

Area No.	No. of Tables	Usage Fee	
		Resident	Non-Resident
<u>Group Type A</u>	<u>3</u>	<u>\$35.00</u>	<u>\$81.00</u>
<u>Group Type B</u>	<u>4</u>	<u>\$45.00</u>	<u>\$104.00</u>
<u>Group Type C</u>	<u>5</u>	<u>\$55.00</u>	<u>\$127.00</u>
<u>Group Type D</u>	<u>10</u>	<u>\$110.00</u>	<u>\$253.00</u>
<u>Shelter Type A</u>	<u>7 or 8</u>	<u>\$110.00</u>	<u>\$253.00</u>
<u>Shelter Type B</u>	<u>12</u>	<u>\$225.00</u>	<u>\$518.00</u>
<u>LP Dance Slab (Must rent Pavilion 4)</u>		<u>\$150.00</u>	<u>\$345.00</u>
<u>LP Gazebo, per 2 hours</u>		<u>\$75.00</u>	<u>\$173.00</u>
<u>Cypress Bend Pavillion (11 Tables)</u>		<u>\$110.00</u>	<u>\$253.00</u>
<u>FP Pavillion A - G</u>	<u>4</u>	<u>\$75.00</u>	<u>\$173.00</u>
<u>FP Grand Pavillion</u>	<u>18</u>	<u>\$250.00</u>	<u>\$575.00</u>
<u>FP Hilltop Pavillion</u>	<u>18</u>	<u>\$300.00</u>	<u>\$690.00</u>
<u>FP Amphitheater (Must rent Hilltop Pavillion)</u>		<u>\$150.00</u>	<u>\$345.00</u>
<u>FP Plaza (Must rent Hilltop Pavillion)</u>		<u>\$100.00</u>	<u>\$230.00</u>
<u>Faust Street Bridge</u>		<u>\$75.00 (per 2 Hours)</u>	<u>\$173.00 (per 2 Hours)</u>
<u>Landa Lake Gazebo</u>		<u>\$75.00 (per 2 Hours)</u>	<u>\$173.00 (per 2 Hours)</u>
<u>Cypress Bend Grass Area</u>		<u>\$150.00</u>	<u>\$345.00</u>
<u>Solms Pavillion</u>		<u>\$45.00</u>	<u>\$104.00</u>
<u>Haymarket Pavillion</u>		<u>\$45.00</u>	<u>\$104.00</u>
<u>Kraft Pavillion</u>		<u>\$45.00</u>	<u>\$104.00</u>
<u>Individual Picnic Tables</u>		<u>\$0 - \$20.00</u>	<u>\$25.00</u>
<u>Live/Amplified Music Permit</u>		<u>\$25.00</u>	<u>\$25.00</u>
<u>Inflatable Game Permit</u>		<u>\$25.00</u>	<u>\$25.00</u>
<u>Walk/Race/Run Permit</u>		\$50.00 <u>\$100.00</u>	\$50.00 <u>\$230.00</u>
<u>Commercial Picnic Permit</u>		<u>\$50.00</u>	<u>\$115.00</u>
<u>Morningside Nature Stage</u>		<u>\$45.00</u>	<u>\$104.00</u>
<u>JAWS Skate Park (per 6 Hour Rental)</u>		<u>\$150.00</u>	<u>\$345.00</u>

SECTION 3: Savings Clause.

All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only. All provisions of the Code of Ordinances of the City of New Braunfels not herein amended or repealed shall remain in full force and effect.

SECTION 4: Effective Date.

This Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing by the City Secretary, except that the effective date of the new fees will be June 1, 2024.

PASSED AND APPROVED: First reading this _____ day of May, 2024.

PASSED AND APPROVED: Second reading this _____ day of May, 2024.

CITY OF NEW BRAUNFELS, TEXAS

By: _____
Neal Linnartz, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

5/13/2024

Agenda Item No. T)

PRESENTER:

Sandy Paulos, Director of Finance

SUBJECT:

Approval of the first reading of an ordinance amending the New Braunfels Code of Ordinances, Section 86-98 by adopting new Landa Haus Set Up fees, and moving all Landa Haus Rental fees to Appendix D.

DEPARTMENT: Parks and Recreation

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

A presentation regarding these proposed fee adjustments was given at the July Council Retreat and then again at the March 18, 2024, Council meeting. At these meetings, staff was given direction to move forward with implementation of the proposed fee adjustments including changes to Landa Haus Rental Fees, more specifically for the Landa Haus Set Up Fee. The Landa Haus Rental Fees have not been adjusted since 2018. The increase is necessary to cover expenses and staff time related to the set up and take down preparation required for rental of the facility.

If approved, the change for the Landa Haus Set Up Fee will have an implementation date of June 1, 2024, and will be posted on the Parks Department website.

The proposed fee adjustments are as follows:

LANDA HAUS RENTALS				
	Current Resident	Proposed Resident	Current Non-Reside	Proposed Non-Reside
Landa Haus				
Set Up Fee	\$75.00	\$125.00	\$75.00	\$287.50

ISSUE:

STRATEGIC PLAN REFERENCE:

Strategic Priority: Organizational Excellence

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

FISCAL IMPACT:

Any additional revenue generated by these fee adjustments will be incorporated into the FY 2025 Budget to

help offset increased costs and cover unfunded resource needs.

RECOMMENDATION:

Staff recommends approval of the ordinance.

ORDINANCE NO. 2024 - ____

AN ORDINANCE AMENDING THE CITY OF NEW BRAUNFELS, TEXAS, CODE OF ORDINANCES, CHAPTER 86 – PARKS AND RECREATION, SECTION 86-98 LANDA HAUS RENTAL AND USE FEES; AND MOVING THESE FEES TO APPENDIX D, FEE SCHEDULE; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council has adopted Landa Haus rental fees that have not been increased since 2018; and

WHEREAS, an increase is necessary to sufficiently cover expenses related to the set up and take down preparation required for rental of the facility, and City Council finds the staff's recommendation both reasonable and necessary.

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

SECTION 1: The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2: That Section 86-98 Landa Haus Rental and Use Fees, of the New Braunfels Code of Ordinances shall be amended to hereinafter read as follows:

Section 86-98 Landa Haus Rental and Use Fees

- a) The ~~following~~ schedule of fees [reflected in Appendix D](#) shall be paid by users of the Landa Haus facility when reserved;
- b) Landa Haus rental/use fees paid by users of the Landa Haus may be refunded under the following conditions:

Full refund less \$25.00 handling fee if cancellation is made two weeks prior to the reservation date. The renter is to notify the parks and recreation department in writing of cancellation of rental/use not less than 14 days prior to the date of use of the facility. Renter is not entitled to a refund if cancellation is made less than 14 days prior to date of use of the facility.

- c) All rental/use agreements for the use of the facility known as the Landa Haus shall be completed on the parks and recreation department's Landa Haus rental agreement form designed for such use. All such rental/use agreements shall be executed on behalf of the city by and through a designated member of the parks and recreation department. Such designated representative shall represent the city in all rental/use negotiations for the facility.

(d)

d) All payments and charges pursuant to the rental use agreements shall be due and payable to the city. The city, acting through the parks and recreation department, reserves the right to refuse to rent or allow the use of the Landa Haus facility or any part thereof to any individual, organization, or group when it is deemed by the city that such rental would not be in the best interest of the city.

(Ord. No. 00-04, § I, 2-14-00; Ord. No. 2006-01, § I(1.), 1-9-06; Ord. No. 2018-16, § 1, 2-26-18)

APPENDIX D FEE SCHEDULE

Sec. A. Schedule of Fees.

LANDA HAUS RENTAL AND USE FEES

<u>LANDA HAUS</u>						
<u>Day</u>	<u>Hours</u>	<u>Deposit Required</u>	<u>Resident</u>		<u>Non-Resident</u>	
<u>Monday - Thursday</u>	<u>All Day</u>	<u>\$250.00</u>	<u>\$400.00</u>		<u>\$800.00</u>	
<u>Monday - Thursday</u>	<u>Per Two Hours</u>	<u>\$250.00</u>	<u>\$100.00</u>		<u>\$200.00</u>	
<u>Friday, Saturday, Sunday and Holidays</u>	<u>All Day</u>	<u>\$250.00</u>	<u>\$500.00</u>		<u>\$1,000.00</u>	
<u>Set Up Fee</u>			<u>\$75.00</u>	<u>\$125.00</u>	<u>\$75.00</u>	<u>\$287.50</u>

SECTION 3: Savings Clause.

All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only. All provisions of the Code of Ordinances of the City of New Braunfels not herein amended or repealed shall remain in full force and effect.

SECTION 4: Effective Date.

This Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing by the City Secretary, except that the effective date of the new fees will be June 1, 2024.

PASSED AND APPROVED: First reading this _____ day of May, 2024.

PASSED AND APPROVED: Second reading this ___ day of May, 2024.

CITY OF NEW BRAUNFELS, TEXAS

By: _____
Neal Linnartz, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

5/13/2024

Agenda Item No. U)

PRESENTER:

Sandy Paulos, Director of Finance

SUBJECT:

Approval of the first reading of an ordinance amending the New Braunfels Code of Ordinances, Section 86-95 by adopting a Tube Chute Facility Rental fee, adjusting the Tube Rental Deposit, and moving all fees to Appendix D.

DEPARTMENT: Parks and Recreation

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

A presentation regarding these proposed fee adjustments was given at the July Council Retreat and then again at the March 18, 2024, Council meeting. At these meetings, staff was given direction to move forward with implementation of the proposed fee adjustments including changes to Parks and Recreation related fees, more specifically for Tube Chute Facility Rental, and for Tube Rental Deposits. There is a high demand for the rental of the Tube Chute Facility by public safety entities for swift-water rescue training. With the addition of night rentals, the cost for providing rental of the facility has increased due to staff demands. These rental fees have never been adjusted. The increase to the tube rental deposit is necessary to discourage the loss of tubes and to help cover the cost of replacing lost tubes.

If approved, the changes for the Tube Chute related fees will have an implementation date of June 1, 2024, and will be posted on the Parks Department website.

The proposed fee adjustments are as follows:

CITY TUBE CHUTE		
	Current Rate	Proposed Rate
Tube Chute Facility Rental		
-Day rental	\$75	\$200
Tube Chute Facility Rental		
-Night Rental	\$75	\$200
Tube Deposit		
-Ord. allows \$15-\$20	\$20	\$30

ISSUE:

STRATEGIC PLAN REFERENCE:

Strategic Priority: Organizational Excellence

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

FISCAL IMPACT:

Any additional revenue generated by these fee adjustments will be incorporated into the FY 2025 Budget to help offset increased costs and cover unfunded resource needs.

RECOMMENDATION:

Staff recommends approval of the ordinance.

ORDINANCE NO. 2024 - ____

AN ORDINANCE AMENDING THE CITY OF NEW BRAUNFELS, TEXAS, CODE OF ORDINANCES, CHAPTER 86 – PARKS AND RECREATION, SECTION 86-95 TUBE CHUTE ENTRANCE FEES; AND MOVING THESE FEES TO APPENDIX D, FEE SCHEDULE; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council has adopted Tube Chute Entrance fees to include a tube rental deposit that has not been increased since 2003; and

WHEREAS, an increase to the tube deposit is necessary to discourage the loss of tubes and to cover the cost of replacing lost tubes; and

WHEREAS, the City Council has never adjusted Tube Chute Facility Rental fees; and

WHEREAS, an increase to the Tube Chute Facility Rental fees is necessary to help offset expenses related to the rental of the Tube Chute Facility to public safety entities for swift-water rescue training, and

WHEREAS, City Council finds the staff’s recommendations both reasonable and necessary.

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

SECTION 1: The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2: That Section 86-95 Tube Chute Entrance Fees, of the New Braunfels Code of Ordinances shall be amended to hereinafter read as follows:

Section 86-95 Tube Chute Entrance Fees

- (a) The following scheduled fees shall be paid by the patrons of the City Tube Chute in the city, beginning the first weekend in May and ending Labor Day Monday. The city manager is hereby authorized to set appropriate fees in writing, not to exceed the limits ~~Appendix D~~.below:

~~(1) Daily entrance tickets (including Saturday, Sunday and holidays):~~

~~All ages.....\$5.00—10.00~~

~~(2) Tube rentals per day, per tube \$5.00—20.00~~

~~Security rental deposit, per day.....10.00—20.00~~

- (b) Daily entrance tickets will entitle the bearer only the rights to entrance the City Tube Chute and use of recreation facilities within such park area.
- (c) Daily entrance tickets to the City Tube Chute will be valid only on the day the bearer purchased such ticket.
- (d) All entrance fees to the City Tube Chute shall be payable in advance, before service or ticket is rendered.
- (e) A patron may obtain a City Tube Chute By-Pass wristband, free of charge, that will allow the patron access to the City Tube Chute for the sole purpose of entering the Comal River below the chute to float down the river. The City Tube Chute By-Pass wristband does not allow a patron to cross Clemens Dam or grant prolonged access to the City Tube Chute property.
- (f) The city shall not be responsible for injury to any person caused by or the result of dangerous acts or disregard of safety by patrons at the City Tube Chute.
- (g) The city manager may negotiate a suitable agreement with adjoining recreation property owners to honor their customers in exchange for use of their facility by patrons of the City Tube Chute.

(Code 1961, § 14A-13; Ord. No. 99-4, § II, 1-11-99; Ord. No. 2003-51, § I(8.), 8-11-03; Ord. No. 2020-09, § 2, 2-10-20)

Editor's note— Ord. No. 2020-09, § 2, adopted February 10, 2020, changed the title of section 86-95 from "Prince Solms Park fenced area entrance fees" to "City Tube Chute entrance fees." The historical notation has been preserved for reference purposes.

APPENDIX D FEE SCHEDULE

Sec. A. Schedule of Fees.

TUBE CHUTE FEES

<u>TUBE CHUTE ENTRANCE FEES - The following fees shall be paid by the patrons of the City Tube Chute beginning the first weekend in May and ending Labor Day Monday. The City Manager is hereby authorized to set appropriate fees in writing, not to exceed the limits set below.</u>		
<u>Daily Entrance Tickets (including Saturday, Sunday, and holidays)</u>		<u>\$5.00 - \$10.00</u>
<u>Tube Rentals per Day, per Tube</u>		<u>\$5.00 - \$20.00</u>
<u>Security Rental Deposit, per Day</u>	\$10.00-\$20.00	<u>\$30.00</u>
<u>Tube Chute Facility Rental - Day Rental</u>	\$75.00	<u>\$200.00</u>
<u>Tube Chute Facility Rental - Night Rental</u>	\$75.00	<u>\$200.00</u>

SECTION 3: Savings Clause.

All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only. All provisions of the Code of Ordinances of the City of New Braunfels not herein amended or repealed shall remain in full force and effect.

SECTION 4: Effective Date.

This Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing by the City Secretary, except that the effective date of the new fees will be June 1, 2024.

PASSED AND APPROVED: First reading this _____ day of May, 2024.

PASSED AND APPROVED: Second reading this ____ day of May, 2024.

CITY OF NEW BRAUNFELS, TEXAS

By: _____
Neal Linnartz, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

5/13/2024

Agenda Item No. V)

PRESENTER:

Jean Drew, AICP, CNU-A, Planning and Development Services Assistant Director

SUBJECT:

Approval of the second and final reading of an ordinance regarding amendments to Chapter 144 Zoning, Section 5.1 Parking, loading, stacking, and vehicular circulation.

DEPARTMENT: Planning and Development Services
Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**Staff Contact: Amanda Mushinski, CNU-A
Planner
830.221.4056
amushinski@newbraunfels.gov**The City Council held a public hearing on April 22, 2024, and unanimously approved the first reading of the ordinance (6-0-0).**

The Downtown Parking Exception Area was established in the Fall of 2012 following the adoption of the 2010 Downtown Implementation Plan. The boundary of the Area spans 184.07 acres and encompasses 306 parcels.

The establishment of the Downtown Parking Exception Area was a significant decision made by the city to address the evolving needs of New Braunfels' Downtown and immediate surrounding area. At its core, the creation of the Downtown Parking Exception Area aimed to strike a balance between preserving the downtown's character, preserving historic buildings, and fostering economic growth.

One of its most significant features is the provision that allows buildings to be modified and to change use within a limited area without triggering additional parking requirements. This aspect of the ordinance effectively expands the range of options available to property owners, granting them more flexibility in utilizing their buildings. Additionally, the ordinance stipulates that buildings undergoing reconstruction or those being brought back into use after vacancy are also exempt from additional parking requirements.

The ordinance does mandate additional parking for expansions exceeding ten percent of a building's current size. This aspect ensures responsible growth while still allowing for reasonable development within the downtown area.

By allowing these exemptions, the Downtown Parking Exception Area has effectively increased downtown visitor activity. Moreover, it has played a crucial role in preserving greenspace and existing historic structures, preventing unnecessary demolition. Furthermore, it has contributed to reducing development costs, and facilitating economic opportunities while maintaining the city's unique character.

ISSUE:

The proposed expansion of the Downtown Parking Exception Area aims to incorporate parcels currently within the existing Downtown boundary and additional ones currently zoned Commercial and Industrial within and proximate to the Downtown boundary. The proposed amendments would also provide clarity and consistency in the application of these rules. The expansion includes an additional 132.75 acres (261 separate parcels) proposed to be added to the 184 acres included in the original boundaries. This expansion is expected to improve economic opportunity and mobility by reducing development costs, preserving greenspace and existing structures for efficient land use, and supporting diverse local business development to maintain the vibrancy of Downtown.

Properties that are solely residential lying adjacent to the existing Downtown Parking Exception Area are excluded from the proposal. This exclusion is intended to help preserve housing in the downtown area which will, in turn, support local businesses. It is recommended that outfitters, special events, and event venues not be eligible for the parking exception due to their unique parking demands and their impacts on the Downtown and surrounding neighborhoods.

Envision New Braunfels: This amendment would be consistent with the following actions from Envision New Braunfels:

- **Action 1.11:** Update policies and codes to achieve development patterns that implement the goals of this plan.
- **Action 2.5:** Encourage diversification of commercial activity Downtown to build on and sustain existing historic resources and maximize structure utilization for economic expansion.
- **Action 2.26:** Achieve and update Downtown Implementation Plan goals for quality places downtown and along South Castell Avenue.
- **Action 3.6:** Proactively provide a regulatory environment that remains business and resident-friendly.

Downtown Implementation Plan: This amendment would be consistent with the following actions from the Downtown Implementation Plan:

- **Action Item P4.4:** Reduce or eliminate parking requirements in the Downtown for new development.

Strategic Plan Priorities and Objectives: This amendment would be consistent with the following objectives in the **Economic Mobility** Strategic Priority from the City of New Braunfels Strategic Plan:

- **Objective 1:** Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.
- **Objective 2:** Support Confluence, the New Braunfels Chamber of Commerce Economic Development Strategic Plan, by helping to ensure a community that supports the targeted industries and increases the diversity of job opportunities in the community.
- **Objective 3:** In partnership with the New Braunfels Economic Development Corporation (NBEDC) and New Braunfels Utilities, develop a cohesive framework for economic development incentives that encourage a built environment that results in enhanced walkability, mixed housing types, and the co-location of commercial and residential uses.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approval.

Resource Links

- Chapter 144, Sec. 5.1-1 (Parking, loading, stacking, and vehicular circulation) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- 2010 Downtown Implementation Plan:
www.newbraunfels.gov/DocumentCenter/View/25113/2010-DOWNTOWN-IMPLEMENTATION-

Draft Minutes for the April 2, 2024, Planning Commission Regular Meeting

C) ORD24-096 Public hearing and recommendation to City Council regarding amendments to Chapter 144 Zoning, Section 5.1 Parking, loading, stacking, and vehicular circulation. (Presented by Amanda Mushinski, CNU-A, Planner)

Amanda Mushinski presented the above-mentioned item and recommended approval as stated in the staff report.

Chair Edwards asked if there were any questions for staff.

Discussion followed regarding the Downtown Parking Exception Area Boundary, property owners within the current and proposed boundary, and clarifications on land use.

Chair Edwards opened the public hearing and asked if anyone wished to speak.

No one spoke.

Chair Edwards closed the public hearing.

Chair Edwards asked if there were further discussion or a motion.

Motion by Commissioner Anderson-Vie, seconded by Commissioner Nolte, to recommend approval to City Council regarding proposed amendments to Chapter 144 Zoning, Section 5.1 Parking, loading, stacking, and vehicular circulation. Motion carried (7-0-0).

DRAFT

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING THE NEW BRAUNFELS CODE OF ORDINANCES, CHAPTER 144 ZONING SECTION 5.1; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; CONTAINING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 211 of the Texas Local Government Code empowers a city to enact zoning regulations and provide for their administration, enforcement and amendment; and

WHEREAS, the City Council of the City of New Braunfels, Texas, deems it necessary and desirable to establish zoning regulations to provide for the orderly development of property within the City by governing the use of land in order to promote the public health, safety, morals, and general welfare of the residents of the City; and

WHEREAS, the Comprehensive Plan, Envision New Braunfels, has multiple action items supporting updates that improve regulations, including Action Item 1.11: Update policies and codes to achieve development patterns that implement the goals of this plan; Action 2.5: Encourage the diversification of commercial activity Downtown to build on and sustain existing historic resources and maximize structure utilization for economic expansion; Action 2.26: Achieve and update Downtown Implementation Plan goals for quality places downtown and along South Castell Avenue; Action Item 3.6: Proactively provide a regulatory environment that remains business and resident friendly.

WHEREAS, the Downtown Implementation Plan has action items supporting updates that improve regulations, including Action Item P4.4: Reduce or eliminate parking requirements in the Downtown for new development.

WHEREAS, the City of New Braunfels Strategic Plan has multiple objectives in the Economic Mobility Strategic Priority supporting updates that improve regulations, including Objective 1: Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity; Objective 2: Support Confluence, the New Braunfels Chamber of Commerce Economic Development Strategic Plan, by helping to ensure a community that supports the targeted industries and increases the

diversity of job opportunities in the community; and Objective 3: In partnership with the New Braunfels Economic Development Corporation (NBEDC) and New Braunfels Utilities, develop a cohesive framework for economic development incentives that encourage a built environment that results in enhanced walkability, mixed housing types, and the co-location of commercial and residential uses.

WHEREAS, the City Council has directed that regulations dealing with the use and development of land be reviewed by the Planning Commission to make recommendations concerning improving those regulations; and

WHEREAS, the City is engaged in a project to update the development-related ordinances known as the Land Development Ordinance (LDO), in accordance with the Comprehensive Plan, Envision New Braunfels; and

WHEREAS, the City Council heard a briefing at their special meeting on March 18, 2024, and directed staff to proceed with amendments ahead of the LDO project; and

WHEREAS, the Planning Commission held a public hearing on April 2, 2024, and recommended approval of the proposed amendments; and

WHEREAS, the City Council held a public hearing on said amendments on April 22, 2024; and

WHEREAS, the City Council hereby finds and determines that regularly updating the code for clarification provides improved customer service and is in the best interest of the citizens of New Braunfels.

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

SECTION 1

THAT Chapter 144, Zoning, Article V, Development Standards, Section 5.1, Parking, loading, stacking and Vehicular Circulation, is hereby amended with additions as underlines and deletions as strikeouts as follows:

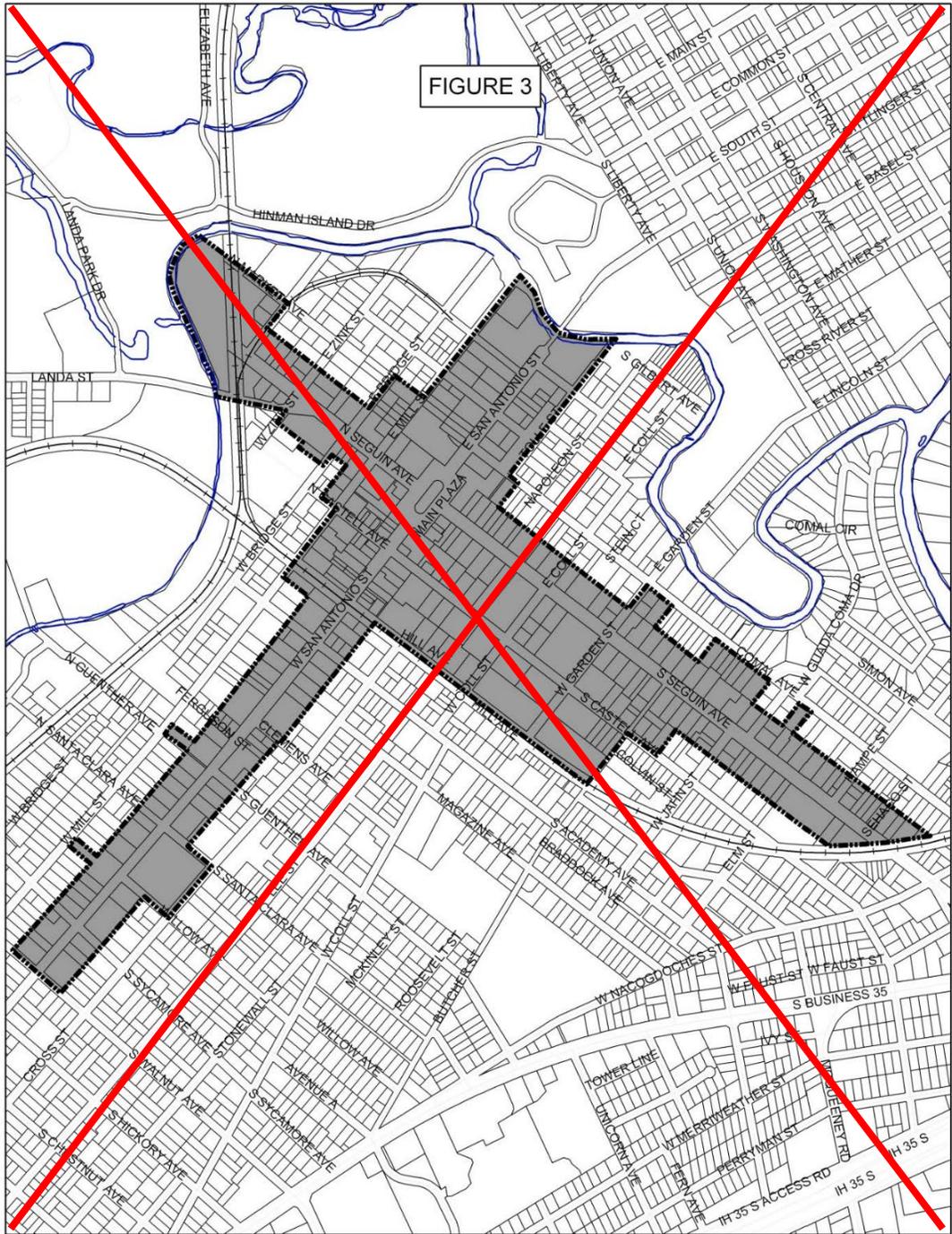
Sec. 144-5.1. Parking, loading, stacking and vehicular circulation.

5.1-1. *General provisions.*

(b) *Exception to application for existing uses and changes in uses.* Buildings existing in

the area defined by the boundary shown on Figure 3 are exempt from having the number of off-street parking spaces required by this section when:

- (1) The use of the building is being changed, but the gross floor area of the building is not being enlarged;
- (2) The building is being reconstructed or renovated, but ~~not enlarged~~ the gross floor area of the building is not being enlarged; or
- (3) The building is being brought back into use after being vacant.
- (4) Where a building ~~an existing building~~ is being enlarged or reconstructed and the building's gross floor area is being enlarged by more than ten percent, the parking shall be required in proportion to the building's ~~for the~~ expanded gross floor area only.
- (5) Uses not eligible to be exempt include outfitters, special events, or event venues.



SECTION 2

THAT it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 3

THAT all provisions of the Code of Ordinances of the City of New Braunfels not herein amended or repealed shall remain in full force and effect.

SECTION 4

THAT all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

SECTION 5

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 6

THAT this Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing with the City Secretary's Office. This Ordinance must also be published in a newspaper of general circulation at least one time within ten (10) days after its final passage, as required by the City Charter of the City of New Braunfels, Texas.

PASSED AND APPROVED: First reading this 22nd day of April 2024.

PASSED AND APPROVED: Second reading this 13th day of May 2024.

CITY OF NEW BRAUNFELS

NEIL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

5/13/2024

Agenda Item No. A)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Discuss and consider the approval of an ordinance declaring the canvass and result of the General Election held on May 4, 2024, to elect two members of the New Braunfels City Council; containing a savings clause; declaring an effective date upon one reading.

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

Consistent with Texas Election laws, the City of New Braunfels is required to canvass and declare the results of its duly ordered elections. On January 22, 2024, the City Council of the City of New Braunfels ordered a General Election to be held on Saturday, May 4, 2024, for the purpose of electing councilpersons for New Braunfels City Council Districts 3 and 4. The election for District 4 Council member was cancelled due to an unopposed candidate and Lawrence W. Spradley was declared duly elected by City Council on February 26, 2024. The City Council has investigated all matters pertaining to the general election, including the order, giving notice, officers, holding and making returns of the general election, all as required by applicable federal, state, and local law, and determines that this election was duly ordered; proper notice of this election was given; proper election officers were duly appointed prior to this election; the election was duly held; the City has complied with the federal, state, and local law; and due returns of the result of this election have been made and delivered, in accordance with the law and the Ordinance calling the election.

ISSUE:

Whether to approve the ordinance that accepts the May 4, 2024, general election canvass returns and results.

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends approval of the ordinance accepting the general election canvass returns and election results.

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, CANVASSING THE RETURNS OF THE GENERAL ELECTION OF NEW BRAUNFELS, TEXAS, COMAL COUNTY, HELD ON SATURDAY, MAY 4, 2024, TO ELECT TWO MEMBERS TO THE NEW BRAUNFELS CITY COUNCIL FOR DISTRICT THREE (3) AND DISTRICT FOUR (4), EACH FOR A THREE (3)-YEAR TERM, DECLARING THE RESULTS OF SAID ELECTION, DECLARING AN EFFECTIVE DATE UPON ONE READING.

WHEREAS, on the 22nd day of January 2024, the City Council of the City of New Braunfels ordered a General Election to be held on Saturday, May 4, 2024, for the purpose of electing councilpersons for New Braunfels City Council Districts Three (3) and Four (4); and

WHEREAS, the election for District Four (4) was cancelled and Lawrence W. Spradley was declared duly elected due to running unopposed by the New Braunfels City Council by formal action on February 26th, 2024; and

WHEREAS, the City Council has investigated all matters pertaining to said election, including the ordering, giving notice, officers, holding and making returns of said election, all as required by applicable federal, state, and local law; and

WHEREAS, the election officers who held said election have duly made the returns of the result thereof, said returns have been duly delivered to the City Council, and it is now necessary to declare the official results of the canvass;

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

SECTION 1. The City Council having convened on this the 13th day of May 2024, to canvass the returns of the General Election held on May 4, 2024, and after canvassing the returns of this election, officially finds and determines that this election was duly ordered; proper notice of this election was given; proper election officers were duly appointed prior to this election; the election was duly held; the City has complied with the federal, state, and local law; and due returns of the result of this election have been made and delivered, all in accordance with the law and the Ordinance calling the election.

SECTION 2. The Mayor and City Council of the City of New Braunfels, after opening the returns of the election received from the election judges and delivered to the City Secretary, do officially find, and declare the results of the May 4, 2024, General Election to be as follows:

[continue to next page]

GENERAL ELECTION – FOR MEMBERS OF CITY COUNCIL

Final numbers are subject to change per Comal County

Comal County 05-04-2024 – Unofficial Final Results

20240504 New Braunfels Unofficial Results 20240504 General and Special Elections Run Time 10:10 PM Run Date 05/04/2024	COMAL COUNTY, TEXAS GENERAL ELECTION 5/4/2024 Page 1	Unofficial Results Registered Voters 2053 of 145873 = 1.41% Precincts Reporting 100 of 100 = 100.00%
--	--	---

City of New Braunfels Councilmember District 3 - Vote for none or one									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
D. Lee Edwards		39	36.11%	721	59.20%	282	48.21%	1,042	54.53%
Bob Nohrn		20	18.52%	82	6.73%	42	7.18%	144	7.54%
Leigh Ann Rowlands		49	45.37%	415	34.07%	261	44.62%	725	37.94%
	Cast Votes:	108	100.00%	1,218	100.00%	585	100.00%	1,911	100.00%
	Undervotes:	11		83		48		142	
	Overvotes:	0		0		0		0	

SECTION 3. Voting numbers are also broken out by precinct in the New Braunfels Canvass Report provided by Comal County through their contract for holding a joint election and are incorporated for all purposes herein. However, since Comal County was holding joint elections, including elections for certain school districts, some precincts may also include areas which are not within the city limits for the City of New Braunfels and each district had its own ballot for district representation. As a result, the City Council utilized the per district numbers provided by Comal County.

[continue to next page]

5/13/2024

Agenda Item No. B)

PRESENTER:

Matthew Simmont, AICP Planning Manager

SUBJECT:

Discuss and consider the second and final reading of an ordinance to rezone approximately 5 acres consisting of Lot 2 of the William E. Field Subdivision, from R-2 AH (Single-Family and Two-Family with Airport Hazard Overlay District) to C-4A AH (Resort Commercial with Airport Hazard Overlay District), currently addressed at 1493 Gruene Road.

DEPARTMENT: Planning and Development Services

COUNCIL DISTRICTS IMPACTED: 4

BACKGROUND INFORMATION:

Case No: PZ24-0038

Applicant/Owner: LGD 1 LLC, Justin Holliday

25214 Callaway
San Antonio, TX 78260
(210) 865-0401 | justin@lowergruene.com

Staff Contact: Amanda Mushinski
(830) 221-4056 | amushinski@newbraunfels.gov

The City Council held a public hearing on April 22, 2024, and approved the first reading of the ordinance (5-1).

The subject property is approximately 5 acres in size, located on the southeast side of Gruene Road, southeast of the intersection of Gruene Road and Ervendberg Avenue, and less than a quarter of a mile from the Guadalupe River and Gruene. The applicant requests a change in zoning from R-2 AH (Single-Family and Two-Family with Airport Hazard Overlay District) to C-4A AH (Resort Commercial with Airport Hazard Overlay District).

Surrounding Zoning and Land Use:

North	Across Gruene Rd: C-4 AH	Commercial Property
South	R-2 AH with an SUP to allow resort development and R-1 AH	Vacant Land and Single-Family Neighborhood
East	C-4 AH	Rockin' R
West	C-4B AH	Vacant Land

ISSUE:

The application indicates that the proposed zoning change is intended to allow for development under the C-4A zoning district which is intended to be developed as resort commercial property to serve tourists, vacationing public, conference center attendees, sports-related programs, and support service facilities including garden

office, retail, and specialty shops.

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

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

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

Strategic Plan Priorities and Objectives:

- **Economic Mobility** - 1) Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.
- **Community Well-Being** - 5) Look for opportunities to reconnect the community by mitigating highways, waterways, and other transportation facilities that create barriers to community connectivity.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approval. C-4A would allow land uses tailored to tourists, including retail and specialty shops. This transition not only supports the diversity and sustainability of the local tourism industry but also enhances community amenities by potentially incorporating public spaces, cultural venues, and recreational facilities, as well as connecting neighborhoods and development in this area, enriching the quality of life for residents and visitors alike. Additionally, the potential for developing retail and specialty shops within the proposed development would provide opportunities for local businesses to thrive, contributing to the vitality of the local economy. Furthermore, the proposed zoning change ensures compatibility with surrounding land use while maximizing the property's potential as a vibrant commercial destination, capitalizing on its strategic location and proximity to tourist attractions.

The Planning Commission held a public hearing on April 2, 2024, and unanimously recommended approval (7-0-0)

Mailed notification as required by state statute:

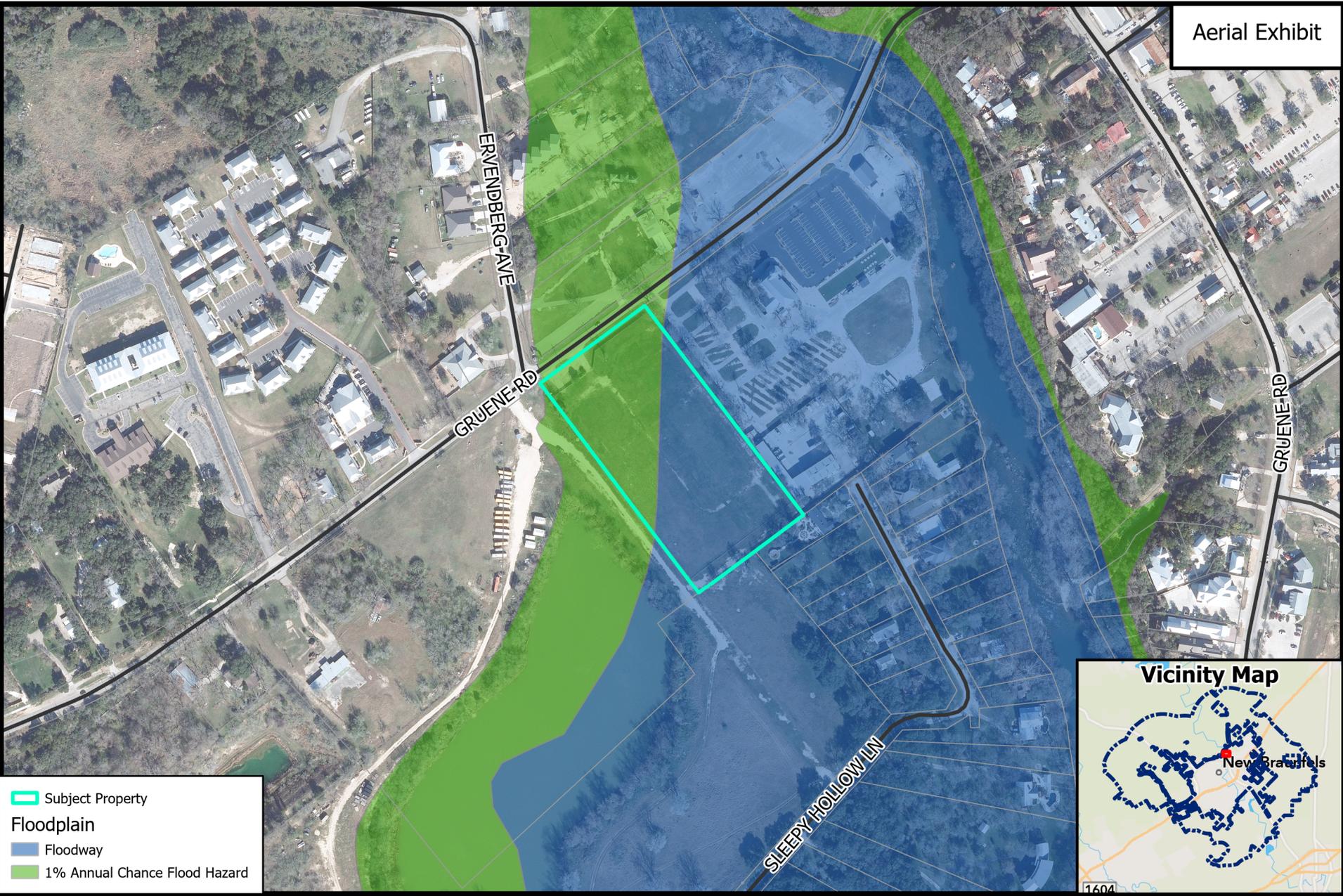
Public hearing notices were sent to owners of 9 properties within 200 feet of the request. As of the agenda posting date, the city has received responses representing 4% in opposition.

Resource Links:

- Chapter 144, Sec. 3.3-2 (R-2) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?

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

Aerial Exhibit



Subject Property

Floodplain

- Floodway
- 1% Annual Chance Flood Hazard



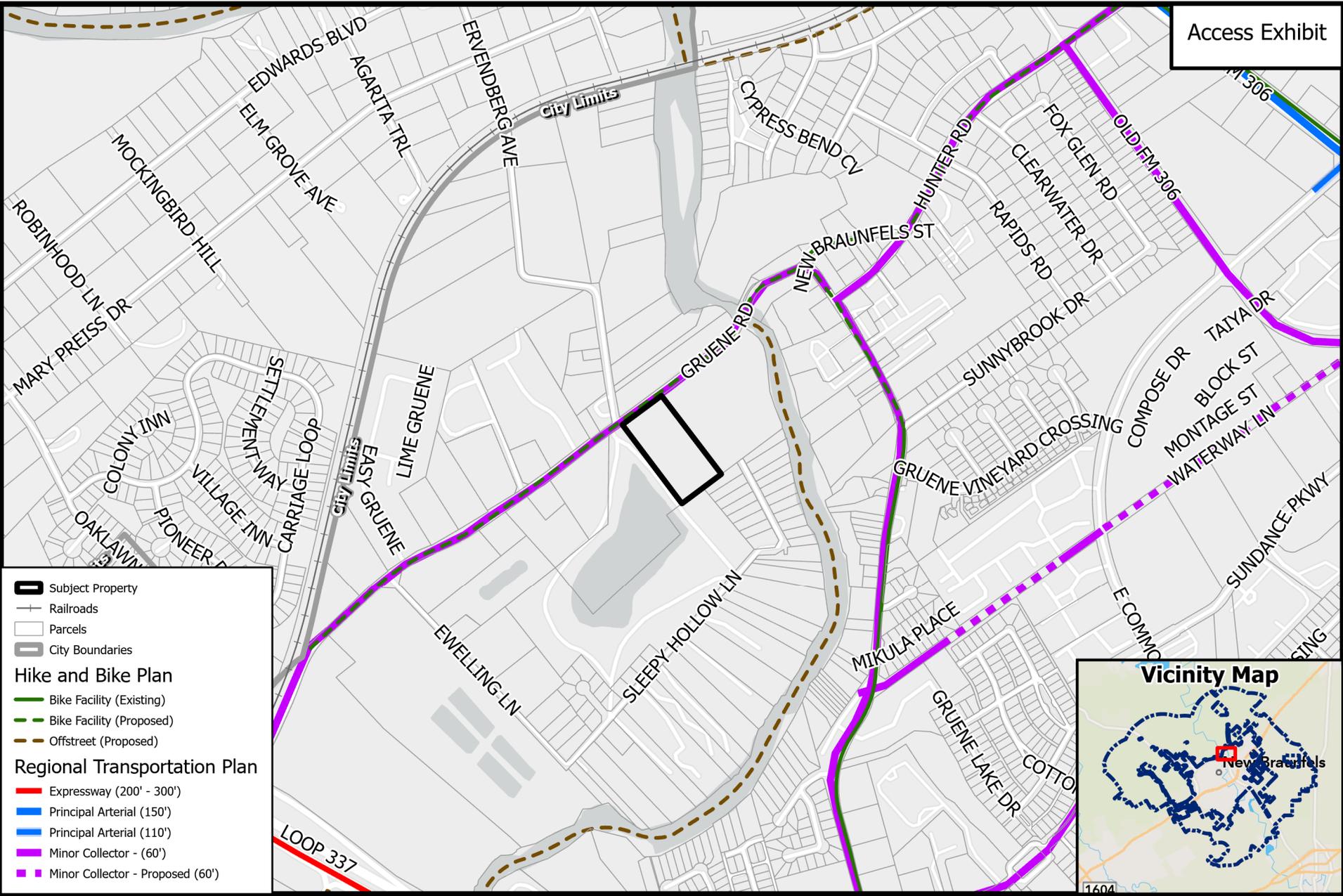
PZ24-0038
R-2 to C-4A



Path: B:\ZoneChange & SUPs\2024\PZ24-0038 - 1493 Gruene Rd - R-2 ro

Source: City of New Braunfels Planning
 Date: 4/10/2024

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



- Subject Property
- Railroads
- Parcels
- City Boundaries

Hike and Bike Plan

- Bike Facility (Existing)
- Bike Facility (Proposed)
- Offstreet (Proposed)

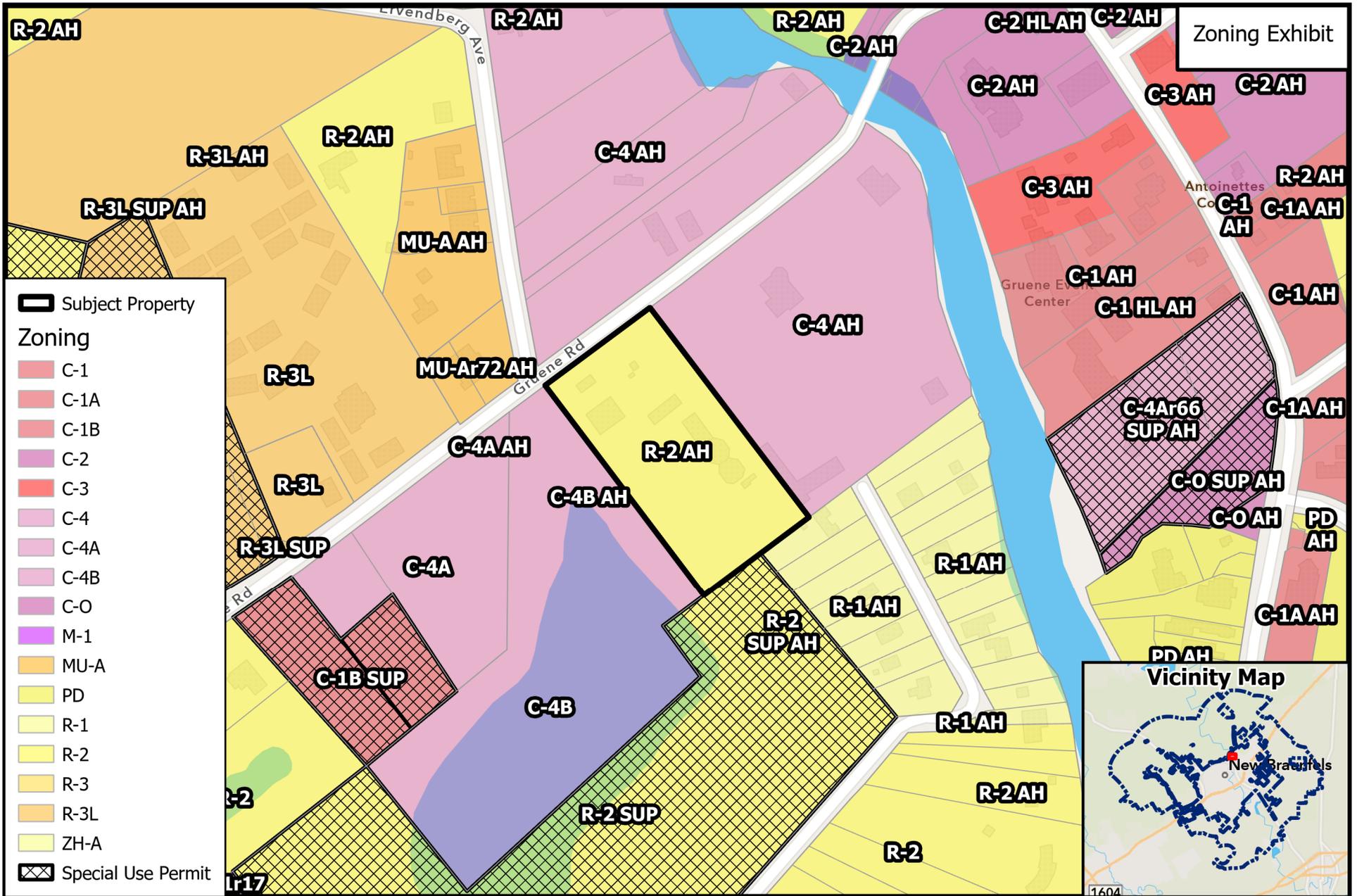
Regional Transportation Plan

- Expressway (200' - 300')
- Principal Arterial (150')
- Principal Arterial (110')
- Minor Collector - (60')
- Minor Collector - Proposed (60')



PZ24-0038
R-2 to C-4A

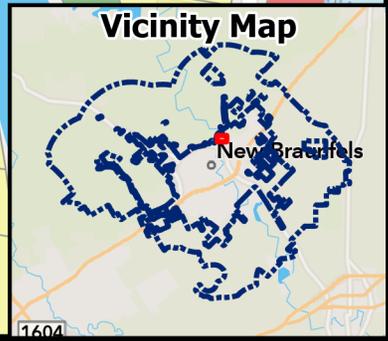
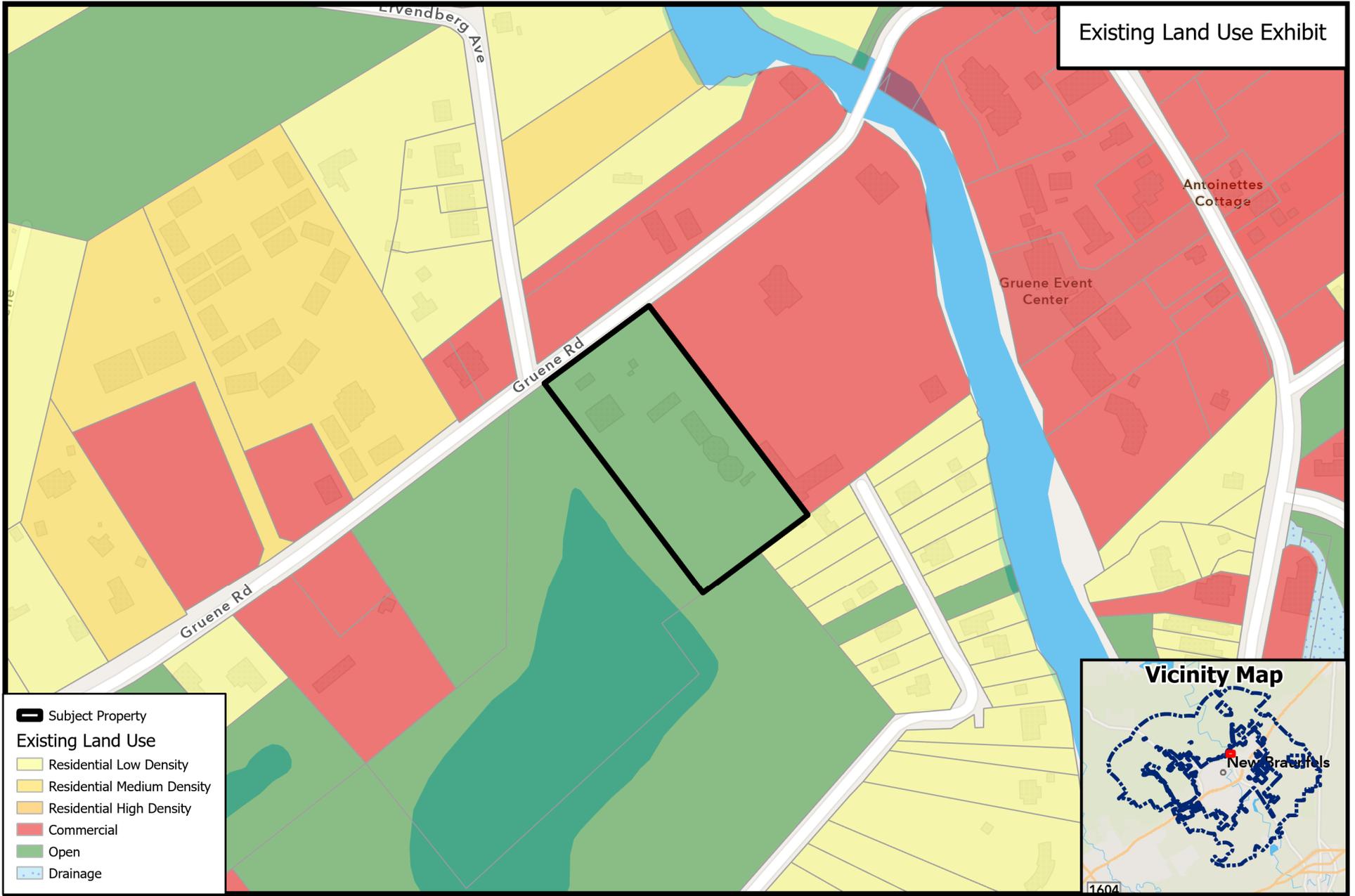




PZ24-0038
R-2 to C-4A

Source: City of New Braunfels Planning
 Date: 4/10/2024

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



PZ24-0038
R-2 to C-4A

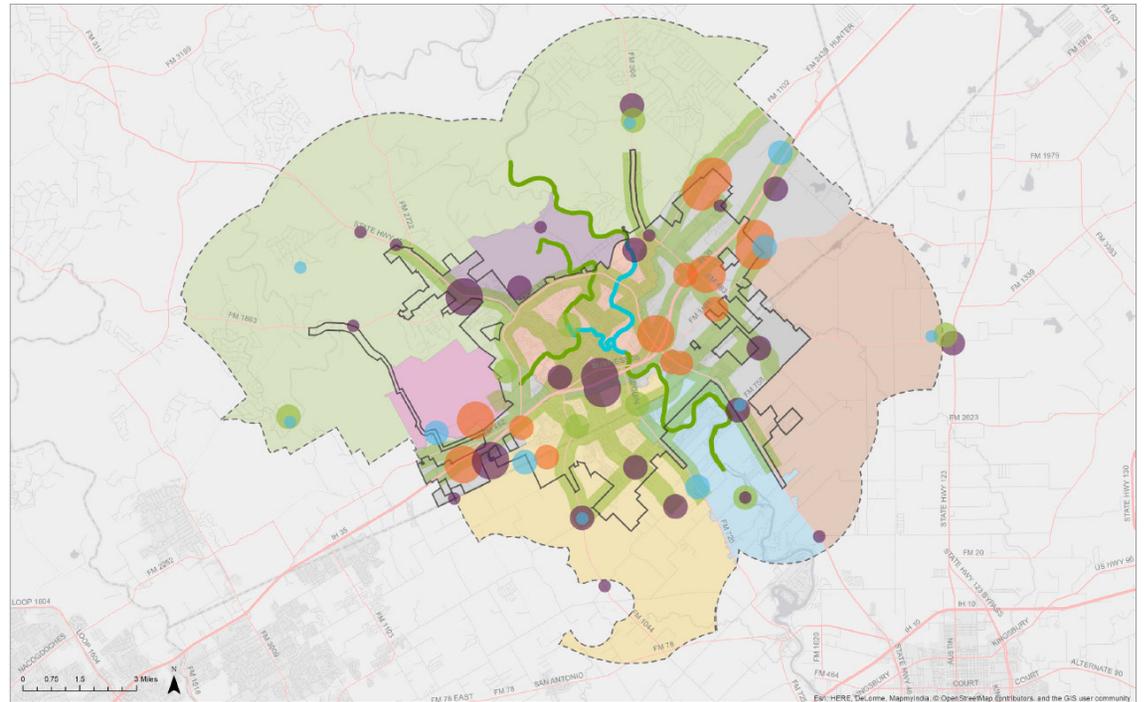




Envision New Braunfels

A SPECIAL PLACE BY DESIGN

Future Land Use Map



- ◆ Located in the New Braunfels Sub-Area
- ◆ Near existing Tourist Center and Employment Centers and a proposed Market Center.

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

LAND USE	EXISTING	PROPOSED
	R-2	C-4A
Accessory building/structure (see section 144-5.4)	P	P
Accessory dwelling (one accessory dwelling per lot, no kitchen)	P	
Accounting, auditing, bookkeeping, and tax preparations		P
Acid manufacture		
Adult day care (no overnight stay)		P
Adult day care (with overnight stay)		P
Aircraft support and related services		
Airport		
All-terrain vehicle (ATV) dealer/sales		P
Ambulance service (private)		
Amphitheaters (outdoor live performances)		P
Amusement devices/arcade (four or more devices)		P
Amusement services or venues (indoors) (see section 144-5.13)		P
Amusement services or venues (outdoors)		P
Animal grooming shop		P
Answering and message services		P
Antique shop		P
Appliance repair		
Archery range		P
Armed services recruiting center		P
Art dealer/gallery		P
Artist or artisans studio		P
Assembly/exhibition hall or areas		P
Assisted living facility/retirement home		
Athletic fields		P
Auction sales (non-vehicle)		
Auto body repair, garages (see section 144-5.11)		
Auto glass repair/tinting (see section 144-5.11)		
Auto interior shop/upholstery (see section 144-5.11)		
Auto leasing		
Auto muffler shop (see section 144-5.11)		
Auto or trailer sales rooms or yards (see section 144-5.12)		
Auto or truck sales rooms or yards—Primarily new (see section 144-5.12)		
Auto paint shop		
Auto repair as an accessory use to retail sales		
Auto repair garage (general) (see section 144-5.11)		
Auto supply store for new and factory rebuilt parts		
Auto tire repair/sales (indoor)		
Auto wrecking yards		
Automobile driving school (including defensive driving)		
Bakery (retail)		P
Bank, savings and loan, or credit union		P
Bar/tavern (no outdoor music)		P
Bar/tavern		P
Barber/beauty college (barber or cosmetology school or college)		
Barber/beauty shop, haircutting (non-college)		P
Barns and farm equipment storage (related to agricultural uses)	P	P
Battery charging station		

LAND USE	EXISTING	PROPOSED
	R-2	C-4A
Bed and breakfast inn (see section 144-5.6)		P
Bicycle sales and/or repair		P
Billiard/pool facility		P
Bingo facility		P
Bio-medical facilities		
Blacksmith or wagon shops		
Blooming or rolling mills		
Boarding house/lodging house		P
Book binding		
Book store		P
Bottling or distribution plants (milk)		
Bottling works		
Bowling alley/center (see section 144-5.13)		P
Breweries/distilleries and manufacture of alcohol and alcoholic beverages		
Broadcast station (with tower) (see section 144-5.7)		
Bulk storage of gasoline, petroleum products, liquefied petroleum and flammable liquids (see section 5.27)		
Bus barns or lots		
Bus passenger stations		
Cabin or cottage (rental)		P
Cabin or cottage (rental for more than 30 days)		P
Cafeteria/cafe/delicatessen		P
Campers' supplies		P
Campgrounds		P
Canning/preserving factories		
Car wash (self-service; automated)		P
Car wash, full service (detail shop)		P
Carpenter, cabinet, or pattern shops		
Carpet cleaning establishments		
Caterer		P
Cement, lime, gypsum or plaster of Paris manufacture		
Cemetery and/or mausoleum	P	
Check cashing service		P
Chemical laboratories (e.g., ammonia, bleaching powder)		
Chemical laboratories (not producing noxious fumes or odors)		
Child day care/children's nursery (business)		
Church/place of religious assembly	P	P
Cider mills		
Civic/conference center and facilities		P
Cleaning, pressing and dyeing (non-explosive fluids used)		
Clinic (dental)		
Clinic (emergency care)		
Clinic (medical)		
Club (private)		P
Coffee shop		P
Cold storage plant		
Commercial amusement concessions and facilities		P
Communication equipment—Installation and/or repair		

LAND USE	EXISTING	PROPOSED
	R-2	C-4A
Community building (associated with residential uses)	P	
Community home (see definition)	P	P
Computer and electronic sales		
Computer repair		P
Concrete or asphalt mixing plants—Permanent		
Concrete or asphalt mixing plants—Temporary		
Confectionery store (retail)		P
Consignment shop		
Contractor's office/sales, with outside storage including vehicles		
Contractor's temporary on-site construction office	P	P
Convenience store with gas sales		P
Convenience store without gas sales		P
Cotton ginning or baling works		
Country club (private)	P	P
Credit agency		P
Crematorium		
Curio shops		P
Custom work shops		
Dance hall/dancing facility (see section 144-5.13)		P
Day camp		P
Department store		
Distillation of bones		
Dormitory (in which individual rooms are for rental)		P
Drapery shop/blind shop		
Driving range		P
Drug store/pharmacy		P
Duplex/two-family/duplex condominiums	P	
Electrical generating plant		
Electrical repair shop		P
Electrical substation		
Electronic assembly/high tech manufacturing		
Electroplating works		
Enameling works		
Engine repair/motor manufacturing re-manufacturing and/or repair		
Explosives manufacture or storage		
Exterminator service		
Fairground		P
Family home adult care	P	
Family home child care	P	
Farmers market (produce market—wholesale)		
Farms, general (crops) (see chapter 6 and section 144-5.9)	P	P
Farms, general (livestock/ranch) (see chapter 6 and section 144-5.9)	P	P
Feed and grain store		
Fertilizer manufacture and storage		
Filling station (gasoline tanks must be below the ground)		P
Florist		P
Flour mills, feed mills, and grain processing		
Food or grocery store with gasoline sales		P

LAND USE	EXISTING	PROPOSED
	R-2	C-4A
Food or grocery store without gasoline sales		P
Food processing (no outside public consumption)		
Forge (hand)		
Forge (power)		
Fraternal organization/civic club (private club)		P
Freight terminal, rail/truck (when any storage of freight is wholly outside an enclosed building)		
Freight terminal, truck (all storage of freight in an enclosed building)		
Frozen food storage for individual or family use		
Funeral home/mortuary		
Furniture manufacture		
Furniture sales (indoor)		
Galvanizing works		
Garbage, offal or dead animal reduction or dumping		
Garden shops and greenhouses		P
Gas manufacture		
Gas or oil wells		
Golf course (public or private)	P	P
Golf course (miniature)		P
Government building or use with no outside storage (outside storage allowed in M-2 and M-2A)	P	P
Grain elevator		
Greenhouse (commercial)		P
Handicraft shop		P
Hardware store		
Hay, grain, and/or feed sales (wholesale)		
Health club (physical fitness; indoors only)		P
Heating and air-conditioning sales/services		
Heavy load (farm) vehicle sales/repair (see section 144-5.14)		
Heavy manufacturing		
Heliport		
Hides/skins (tanning)		
Home occupation (see section 144-5.5)	P	
Home repair and yard equipment retail and rental outlets		
Hospice		
Hospital, general (acute care/chronic care)		
Hospital, rehabilitation		
Hotel/motel		P
Hotels/motels—Extended stay (residence hotels)		P
Ice delivery stations (for storage and sale of ice at retail only)		
Ice plants		
Indoor or covered sports facility		
Industrial laundries		
Iron and steel manufacture		
Junkyards, including storage, sorting, baling or processing of rags		
Kiosk (providing a retail service)		P
Laboratory equipment manufacturing		
Laundromat and laundry pickup stations		P
Laundry, commercial (without self-serve)		

LAND USE	EXISTING	PROPOSED
	R-2	C-4A
Laundry/dry cleaning (drop off/pick up)		P
Laundry/washateria (self-serve)		P
Lawnmower sales and/or repair		
Leather products manufacturing		
Light manufacturing		
Limousine/taxi service		P
Livestock sales/auction		
Locksmith		P
Lumber mill		
Lumberyard (see section 144-5.15)		
Lumberyard or building material sales (see section 144-5.15)		
Machine shop		
Maintenance/janitorial service		
Major appliance sales (indoor)		
Manufacture of carbon batteries		
Manufacture of paint, lacquer, oil, turpentine, varnish, enamel, etc.		
Manufacture of rubber, glucose, or dextrin		
Manufactured home—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home park—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home subdivision—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home sales		
Manufacturing and processes		
Manufacturing processes not listed		
Market (public, flea)		
Martial arts school		P
Meat or fish packing/storage plants		
Medical supplies and equipment		
Metal fabrication shop		
Micro brewery (onsite mfg. and/or sales)		P
Mini-warehouse/self-storage units (no boat and RV storage permitted)		
Mini-warehouse/self-storage units with outside boat and RV storage		
Monument, gravestone, or marble works (manufacture)		
Motion picture studio, commercial film		P
Motion picture theater (indoors)		P
Motion picture theater (outdoors, drive-in)		P
Motorcycle dealer (primarily new/repair)		
Moving storage company		
Moving, transfer, or storage plant		
Multifamily (apartments/condominiums)		P
Museum		P
Natural resource extraction and mining		
Needlework shop		P
Nonbulk storage of gasoline, petroleum products and liquefied petroleum		
Nursing/convalescent home/sanitarium		
Offices, brokerage services		P
Offices, business or professional		P
Offices, computer programming and data processing		P

LAND USE	EXISTING	PROPOSED
	R-2	C-4A
Offices, consulting		P
Offices, engineering, architecture, surveying or similar		P
Offices, health services		P
Offices, insurance agency		P
Offices, legal services, including court reporting		P
Offices, medical offices		P
Offices, real estate		P
Offices, security/commodity brokers, dealers, exchanges and financial services		P
Oil compounding and barreling plants		
One-family dwelling, detached	P	
Outside storage (as primary use)		
Paint manufacturing		
Paper or pulp manufacture		
Park and/or playground (private and public)	P	P
Parking lots (for passenger car only) (not as incidental to the main use)		P
Parking structure/public garage		P
Pawn shop		P
Personal watercraft sales (primarily new/repair)		P
Pet shop/supplies (less than 10,000 sq. ft.)		
Pet store (over 10,000 sq. ft.)		
Petroleum or its products (refining of)		
Photo engraving plant		
Photographic printing/duplicating/copy shop or printing shop		
Photographic studio (no sale of cameras or supplies)		P
Photographic supply		P
Plant nursery (no retail sales on site)	P	
Plant nursery (retail sales/outdoor storage)		P
Plastic products molding/reshaping		
Plumbing shop		
Portable building sales		
Poultry killing or dressing for commercial purposes		
Propane sales (retail)		
Public recreation/services building for public park/playground areas	P	P
Publishing/printing company (e.g., newspaper)		
Quick lube/oil change/minor inspection		P
Radio/television shop, electronics, computer repair		P
Railroad roundhouses or shops		
Rappelling facilities		P
Recreation buildings (private)		P
Recreation buildings (public)	P	P
Recycling kiosk		
Refreshment/beverage stand		P
Rental or occupancy for less than one month (see section 144-5.17)		P
Research lab (non-hazardous)		
Residential use in buildings with non-residential uses permitted in the district		P
Restaurant/prepared food sales		P
Restaurant with drive-through service		
Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less)		P

LAND USE	EXISTING	PROPOSED
	R-2	C-4A
Retail store and shopping center with drive-through service (50,000 sq. ft. bldg. or less)		P
Retail store and shopping center (more than 50,000 sq. ft. bldg.)		P
Retirement home/home for the aged		
Rock crushers and rock quarries		
Rodeo grounds		P
RV park		P
RV/travel trailer sales		P
Sand/gravel sales (storage or sales)		
School, K-12 public or private	P	P
School, vocational (business/commercial trade)		
Security monitoring company (no outside storage or installation)		P
Security systems installation company		
Sexually oriented business (see chapter 18)		
Sheet metal shop		
Shoe repair shops		P
Shooting gallery—Indoor (see section 144-5.13)		
Shooting range—Outdoor (see section 144-5.13)		
Shopping center		
Sign manufacturing/painting plant		
Single-family industrialized home (see section 144-5.8)	P	
Smelting of tin, copper, zinc or iron ores		
Specialty shops in support of project guests and tourists		P
Stables (as a business) (see chapter 6)		
Stables (private, accessory use) (see chapter 6)		
Steel furnaces		
Stockyards or slaughtering		
Stone/clay/glass manufacturing		
Storage—Exterior storage for boats and recreational vehicles		
Storage in bulk		
Structural iron or pipe works		
Studio for radio or television, without tower (see zoning district for tower authorization)		
Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.)		P
Sugar refineries		
Tailor shop (see home occupation)		P
Tar distillation or manufacture		
Tattoo or body piercing studio		P
Taxidermist		
Telecommunications towers/antennas (see section 144-5.7)		
Telemarketing agency		P
Telephone exchange buildings (office only)		
Tennis court (commercial)		P
Theater (non-motion picture; live drama)		P
Tire sales (outdoors)		
Tool rental		P
Townhouse (attached)		
Transfer station (refuse/pick-up)		
Travel agency		P
Truck or transit terminal		

LAND USE	EXISTING	PROPOSED
	R-2	C-4A
Truck stop		
Tuber entrance and takeout facilities (see section 144-5.13)		
University or college (public or private)		P
Upholstery shop (non-auto)		
Used or second hand merchandise/furniture store		
Vacuum cleaner sales and repair		
Vehicle storage facility		
Veterinary hospital (no outside animal runs or kennels)		
Veterinary hospital (with outdoor animal runs or kennels that may not be used between the hours of 9:00 p.m. and 7:00 a.m.)		
Video rental/sales		P
Warehouse/office and storage/distribution center		
Waterfront amusement facilities—Berthing facilities sales and rentals		P
Waterfront amusement facilities—Boat fuel storage/dispensing facilities		P
Waterfront amusement facilities—Boat landing piers/launching ramps		P
Waterfront amusement facilities—Swimming/wading pools/bathhouses		P
Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system	P	P
Welding shop		
Wholesale sales offices and sample rooms		
Wire or rod mills		
Wood distillation plants (charcoal, tar, turpentine, etc.)		
Woodworking shop (ornamental)		
Wool scouring		
Zero lot line/patio homes		

P* with kitchen



TIA DETERMINATION REQUIREMENTS
February 20, 2024
Retail at 1493 Gruene Road
TIA24-0012

Owner:
LGD 1 LLC
justin@lowergruene.com

Preparer:
Jeff Shindler
jshindler@tdi-llc.net

The Engineering Division reviewed the TIA Worksheet and associated documents for the referenced development and TIA determination. Based on the information provided in the application, **at least a Level 1 TIA Report** is required. A reasonable estimation for the full build-out of the property would be required in order to make a more precise determination.

Please submit the attached TIA Scope Worksheet, along with all other pertinent documents (listed on Scope Worksheet: Required Documents), through the portal, and kindly inform the Engineering Permit Technician by email: engineeringtechs@newbraunfels.gov. Upon receipt and review of the packet, City staff will review and finalize the TIA Scope Worksheet, or follow up with a request for information, or a scope meeting.

A TIA scope meeting may be required per the TIA Scope Worksheet: Section 4. A scope meeting may also be requested by the applicant. If a meeting is necessary, City staff will contact you to schedule.

Effective April 1, 2024, the review fee will be determined based on the TIA scope and review comments and will be provided with the TIA Scope Worksheet and review comments. The review fee shall be paid through the portal to start the review.

Please contact the Engineering Division at (830) 221-4275 if you have any questions or need additional information.

Respectfully,

A handwritten signature in blue ink that reads "Jessica Perry".

Jessica Perry, E.I.T.
Graduate Engineer
JP / ce

*****After preparing the TIA, please submit report using the online portal <https://nbpermits.newbraunfels.gov/publicaccess/template/Login.aspx> once the document has been uploaded email cedmond@newbraunfels.gov with the transmittal letter attached to notify of the TIA submittal.**

CITY OF NEW BRAUNFELS TRAFFIC IMPACT ANALYSIS (TIA) WORKSHEET

Complete this worksheet to determine Traffic Impact Analysis requirements and as a requirement for zoning, master plan, plat, and permit applications as specified in the City of New Braunfels Code of Ordinances Section 118-46. A project site plan with an area map must be included with this worksheet to be considered a complete application.

Section 1: General Information

Project Name: NBU Tract Rezone		Date: 02/09/2024
Subdivision Plat Name: A-2 Sur-1, J M Veramendi		Project Address/Location: 1493 Gruene Road, New Braunfels, TX 78130
Location? <input checked="" type="checkbox"/> City of New Braunfels	<input type="checkbox"/> New Braunfels ETJ	<input checked="" type="checkbox"/> Comal County <input type="checkbox"/> Guadalupe County
Owner Name: LGD 1, LLC		Owner Email: justin@lowergruene.com
Owner Address: 26108 Overlook Parkway, Suite 401, Box 150, San Antonio, TX 78260		Owner Phone:
Preparer Company: TDI Engineering, LLC		
Preparer Name: Jeff Shindler		Preparer Email: jshindler@tdi-llc.net
Preparer Address: 5906 Old Fredericksburg Road, Suite 300, Austin, TX 78749		Preparer Phone: 512-301-3389
Application Type or Reason for TIA Worksheet/Report		
<input checked="" type="checkbox"/> Zoning <input type="checkbox"/> Master Plan <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Permit		
TIA Submittal Type (A TIA Worksheet is required with all zoning, plan, plat, and permit applications)		
<input checked="" type="checkbox"/> TIA Worksheet Only (99 peak hour trips or less)		<input type="checkbox"/> Level 1 TIA Report (100-199 peak hour trips)
<input type="checkbox"/> TIA Worksheet Only – Previous TIA Worksheet/Report Approved (complete Sections 3-6)		<input type="checkbox"/> Level 2 TIA Report (200-499 peak hour trips)
<input type="checkbox"/> TIA Worksheet Only – Previous TIA Report not required (supporting documentation may be required)		<input type="checkbox"/> Level 3 TIA Report (500 or more peak hour trips)
TxDOT Access Authorized?		
<input type="checkbox"/> Yes (provide supporting documentation)		<input type="checkbox"/> No (authorization required for application approval) <input checked="" type="checkbox"/> Not Applicable

Section 2: Proposed Land Use and Trip Information for Application

Phase	Land Use	ITE Code ¹	ITE Unit ²	Est. Project Units	Critical Peak Hour	AM Peak Hour Rate	PM Peak Hour Rate	WKND Peak Hour Rate	Daily Trip Rate	AM Peak Hour Trips	PM Peak Hour Trips	WKND Peak Hour Trips	Daily Trips
1	Strip Retail Plaza (<40k)	822	1,000sf GLA	7.5		7.6	13.24	6.57	54.5	57	99	49	408
An acceptable assumption at this level of development is 20% of developable property with the remaining 80% allowed for access, parking, detention, drainage, etc. Based on the parcel information provided, the size of the retail can be estimated between 18-43k sq ft. 18k sq ft based on the retail & hospitality site, and 43K sq ft with parking in the floodway.													
Total from additional tabulation sheet (if necessary):													
Total:													

¹Institute of Transportation Engineers (ITE) Trip Generation, 11th Edition or most recent; ²E.g., Dwelling Units, Acres, Employees, KSF, etc.

Internal Use Only	Reviewed by: Jessica Perry	Date: 2/20/2024
	<input type="checkbox"/> TIA Worksheet is acceptable. <input checked="" type="checkbox"/> TIA Worksheet requires corrections. <input checked="" type="checkbox"/> TIA Report required.	<input type="checkbox"/> TIA Update required.



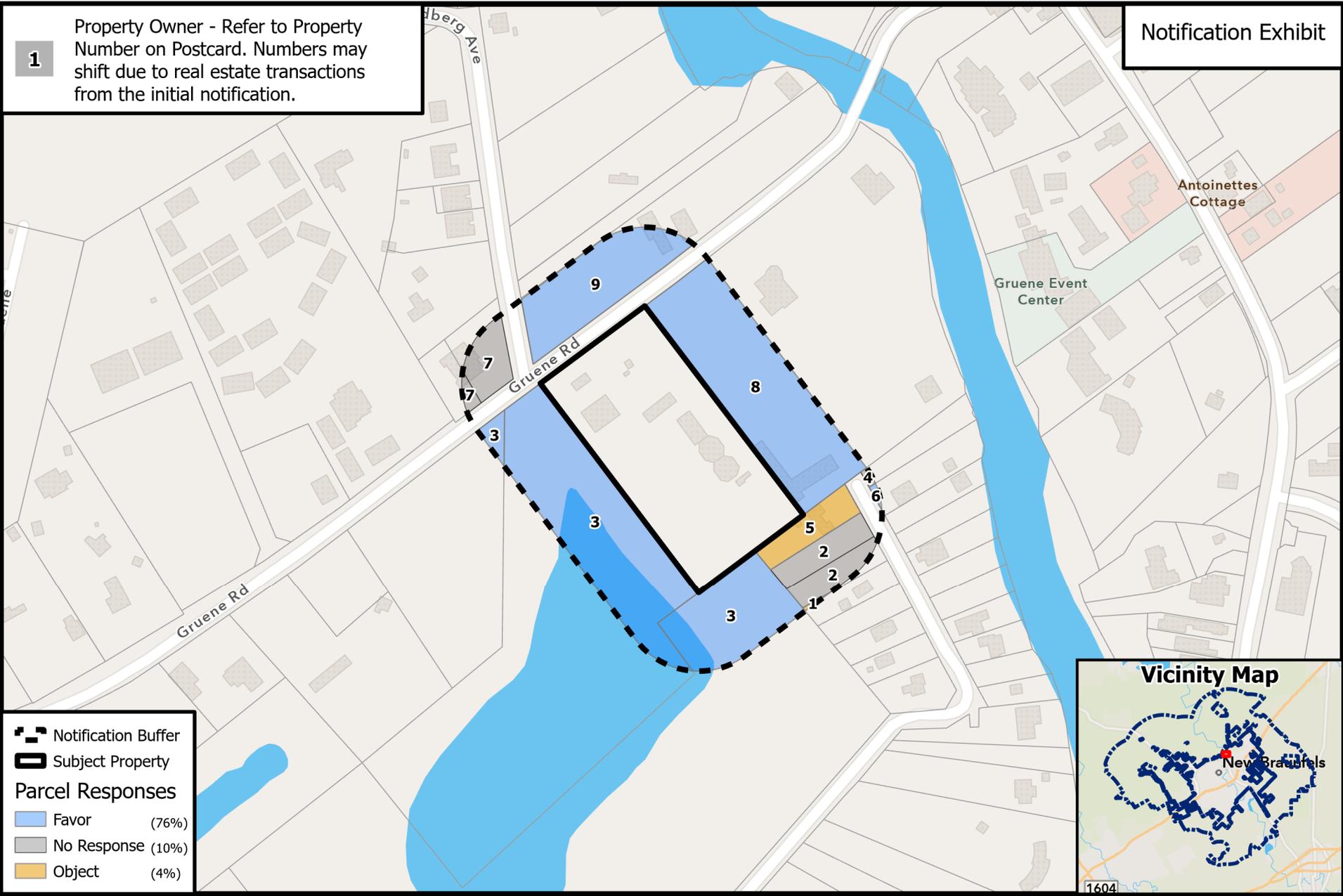
1493 Gruene Rd—Gruene Rd Frontage



1493 Gruene Rd—Gruene Rd Frontage



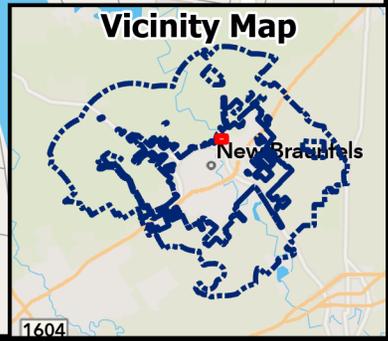
1 Property Owner - Refer to Property Number on Postcard. Numbers may shift due to real estate transactions from the initial notification.



Notification Buffer
Subject Property

Parcel Responses

- Favor (76%)
- No Response (10%)
- Object (4%)



PZ24-0038
R-2 to C-4A



PLANNING COMMISSION – April 2, 2024 – 6:00PM

City Hall Council Chambers

Applicant: LGD 1 LLC, Justin Holiday

Address/Location: 1493 Gruene Rd

PROPOSED ZONE CHANGE – CASE # PZ24-0038

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. ROWLAND CURTIS & GENEVIEVE | 6. GAGLIARDI EMANUEL JR |
| 2. RUFFING PATRICK E & CHRISTINA L | 7. UPRIVER INVESTMENTS LLC |
| 3. LGD 1 LLC | 8. CORE ROYALTY LLC |
| 4. MJ CROCKER CO LLC | 9. GRUENE TEXAS 90 LLC |
| 5. PROPERTY OWNER #5 | |

SEE MAP

Amanda Mushinski

From: genevieve@rowland-properties.com
Sent: Friday, April 19, 2024 6:52 PM
To: Amanda Mushinski
Subject: re: Case number PZ24-0038

Property # 1

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.

Amanda,

Thank you for taking my call yesterday regarding the re-zoning Of the Gruene Road property from SR2 to commercial. We (Curtis and Genevieve Rowland) Located at 1469 Sleepy Hollow in New Braunfels TX are Submitting our opposition to the rezoning of the subject property to commercial. We would be in favor of an SUP for this property, as approximately half of it is in the flood zone or flood way. Because of that, privacy fences are not allowed and make it much more difficult to buffer our community from commercial property. This in turn, can significantly reduce the property values and add to more Public nuisance issues, ie lighting and noise pollution just to name a few, that could potentially have a significant negative impact on our properties.

Respectfully,

Genevieve Rowland, REALTOR, MCNE, CLHMS
Multi-million Dollar Producer, ILHM
Keller Williams Memorial
[1220 Augusta Drive, Suite 300](https://www.rowland-properties.com)
[Houston, TX 77057](https://www.rowland-properties.com)
www.rowland-properties.com

281-904-7014 – Cell
713-467-6226 – Fax

LGD 1 LLC
25214 CALLAWAY
SAN ANTONIO TX 78260
Property #: 3
PZ24-0038
Case Manager: AM

FAVOR

OPPOSE

COMMENTS

The property, it's proposed zone change makes sense for this portion of Gruene Road. I fully support the change, as this property could even potentially add needed parking

CORE ROYALTY LLC
25214 CALLAWAY
SAN ANTONIO TX 78260
Property #: 8
PZ24-0038
Case Manager: AM

FAVOR

OPPOSE

COMMENTS

To change the former plant to commercial only helps the area. The current R-2 designation is not fitting for this portion of Gruene Rd., as this is clearly a commercial, resort portion of the area.

GRUENE TEXAS 90 LLC

1601 HUNTER RD

NEW BRAUNFELS TX 78130

Property #: 9

PZ24-0038

Case Manager: AM

FAVOR



OPPOSE



COMMENTS



Amanda Mushinski

From: Amanda Mushinski
Sent: Tuesday, April 2, 2024 1:15 PM
To: Greg Linder
Subject: RE: 1493 Sleepy Hollow notice

Good afternoon,

1493 Sleepy Hollow is considered **Property # 5**. We sent the mailed notification on March 12, but it was sent back to us. We receive all of our mailing information from the County.

We currently have your stamped notice letter and post card at our front counter if you would like to come pick it up. Being that you stated your opposition in the email, I am going to go ahead and mark property # 5 as opposed on the map.

Thank you,



Amanda Mushinski, CNU-A, She/Her
Planner | Planning and Development Services
550 Landa St | New Braunfels, TX 78130
830-221-4056 | AMushinski@newbraunfels.gov

Do you have a question about a permit? Check out the [Citizen Portal](#).

We would like to hear from you! [Click here](#) to provide your input on the land development ordinance update.

This email, plus any attachments, may constitute a public record of the City of New Braunfels and may be subject to public disclosure under the [Texas Public Information Act](#).

Please take a moment to complete the City of New Braunfels [Customer Satisfaction Survey](#).

-----Original Message-----

From: Greg Linder <glinderrpr@icloud.com>
Sent: Tuesday, April 2, 2024 12:21 PM
To: Amanda Mushinski <AMushinski@newbraunfels.gov>
Subject: 1493 Sleepy Hollow notice

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Amanda,
My name is Greg Linder, and I live at 1493 SleepyHollow. I wanted to notify you that my household has not received a physical

notification of meetings regarding the commercial resort re-zoning (PZ24-0038) of the property directly beside my property! I have only been made aware by distant neighbors that a meeting has been scheduled for this evening! I would like any specific direction by which to send you a letter of opposition and corresponding photos prior to the City Council meeting !
Sent from my iPhone

GAGLIARDI EMANUEL JR
1488 SLEEPY HOLLOW LN
NEW BRAUNFELS TX 78130

Property #: 6

PZ24-0038

Case Manager: AM

COMMENTS

FAVOR

OPPOSE



Draft Minutes for the April 2, 2024, Planning Commission Regular Meeting

B) PZ24-0038 Public hearing and recommendation to City Council to rezone approximately 5 acres consisting of Lot 2 of the William E. Field Subdivision, from R-2 AH (Single-Family and Two-Family with Airport Hazard Overlay District) to C-4A AH (Resort Commercial with Airport Hazard Overlay District), currently addressed at 1493 Gruene Road. (Applicant/Owner: LGD 1, LLC; Justin Holliday; Case Manager: Amanda Mushinski, CNU-A, Planner)

Amanda Mushinski presented the above-mentioned item.

Chair Edwards asked if there were any questions for staff.

No one spoke.

Chair Edwards invited the applicant to speak.

Justin Holiday elaborated on the request and stated they were available for questions.

Chair Edwards opened the public hearing and asked if anyone wished to speak.

The following individuals spoke on the item: Scott Retzloff and Ted Meadows.

Discussion followed on flood potential of the area and residential buffering.

Justin Holiday clarified that no vertical development was proposed in the floodway.

Chair Edwards closed the public hearing.

Chair Edwards asked if there were further discussion or a motion.

Commissioner Reaves asked a question regarding the current condition of the property.

Matthew Simmont, Planning Manager, clarified that the property was currently vacant.

Motion by Commissioner Anderson-Vie, seconded by Commissioner Nolte, to recommend approval to City Council regarding a proposed rezoning of approximately 5 acres consisting of Lot 2 of the William E. Field Subdivision, from R-2 AH (Single-Family and Two-Family with Airport Hazard Overlay District) to C-4A AH (Resort Commercial with Airport Hazard Overlay District), currently addressed at 1493 Gruene Road. Motion carried (7-0-0).

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 5 ACRES, BEING LOT 2 OF THE WILLIAM E FIELD SUBDIVISION, CURRENTLY ADDRESSED AT 1493 GRUENE RD, FROM R-2 AH (SINGLE-FAMILY AND TWO-FAMILY WITH AIRPORT HAZARD OVERLAY DISTRICT) TO C-4A AH (RESORT COMMERCIAL WITH AIRPORT HAZARD OVERLAY DISTRICT); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, in keeping with the spirit and objectives of the C-4A (Resort Commercial District), the City Council has given due consideration to all components of said district; and

WHEREAS, the rezoning is in compliance with the Future Land Use Plan; and

WHEREAS, it is the intent of the City Council to provide harmony between existing zoning districts and proposed land uses; and

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

WHEREAS, the City Council desires to amend the Zoning Map by changing the zoning of approximately 5 acres being Lot 2 of the William E. Field Subdivision, currently addressed at 1493 Gruene Rd from R-2 AH (Single-Family and Two-Family with Airport Hazard Overlay District) to C-4A AH (Resort Commercial with Airport Hazard Overlay District); and

now, therefore;

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

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by rezoning the following tract of land from R-2 AH (Single-Family and Two-Family with Airport Hazard Overlay District) to C-4A AH (Resort Commercial with Airport Hazard Overlay District):

Approximately 5 acres, being Lot 2 (Tract # 2) of the William E. Field Subdivision, as delineated on Exhibit "A" and depicted in Exhibit "B", attached.

SECTION 2

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

SECTION 3

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

SECTION 4

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

PASSED AND APPROVED: First reading this 22nd day of April 2024.

PASSED AND APPROVED: Second reading this 13th day of May 2024.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

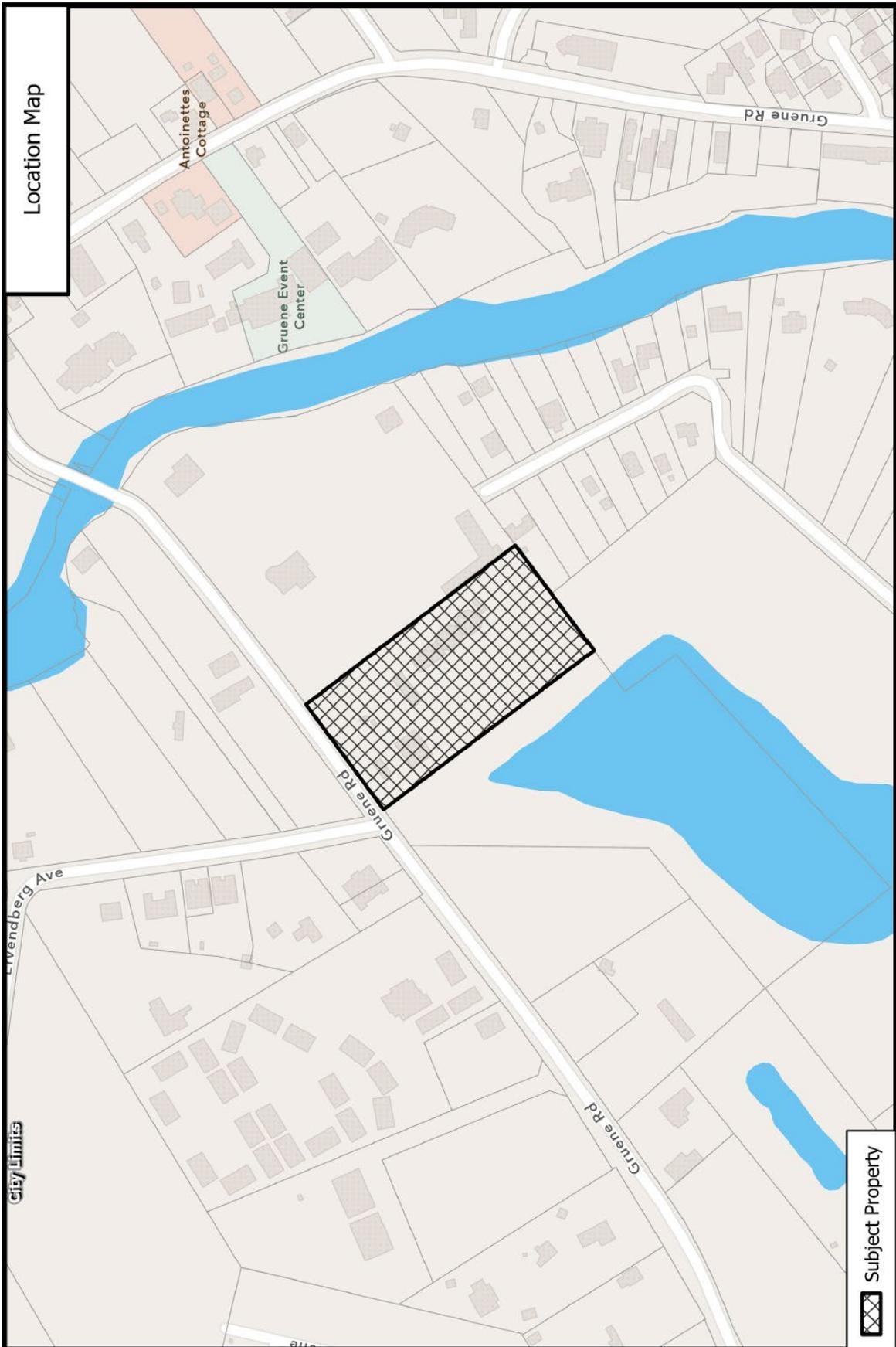
ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

EXHIBIT "B"



5/13/2024

Agenda Item No. C)

PRESENTER:

Matthew Simmont, AICP, Planning Manager

SUBJECT:

Discuss and consider the second and final reading of an ordinance regarding a proposed rezoning of approximately 82 acres out of the A.M. Esnaurizar Survey, Abstract 20, from APD AH (Agricultural/Pre-Development Airport Hazard Overlay District) to R-3L AH (Multifamily Low Density Airport Hazard Overlay District) currently addressed at 1280 Saengerhalle Road and 1682 Saur Lane.

DEPARTMENT: Planning and Development Services

COUNCIL DISTRICTS IMPACTED: 2

BACKGROUND INFORMATION:

Case No: PZ23-0352

Authorized Representative: Shannon Mattingly
2705 Bee Cave Road, Suite 100
Austin, TX 78746
(830) 643-9453 | smattingly@drennergroupp.com

Owner: Rockspring Saur LLC (Attn: Beau Ryan)
3200 Southwest Freeway, Suite 300
Houston, TX 77027
(713) 535-2285 | beau@rockspring.com

Staff Contact: Mary Lovell, Senior Planner
(830)221-4051 | mlovell@newbraunfels.gov

The City Council held a public hearing on February 26, 2024 and approved the applicant’s alternate zoning exhibit presented at the hearing (4-3-0).

At the January 22, 2024 City Council meeting, the applicant requested and was granted a postponement to the February 26, 2024 City Council meeting.

At the January 8, 2024 City Council meeting, the applicant requested a postponement to the January 22, 2024 City Council meeting. City Council approved the postponement request. The applicant also amended their request: their original request was for a mix of R-3L AH (Multifamily Low Density Airport Hazard Overlay District) and R-3H AH (Multifamily High Density Airport Hazard Overlay District). Their amended request is for the entirety of the requested rezoning area to be R-3L (Multifamily Low Density Airport Hazard Overlay District).

The subject property comprises approximately 82 acres on the southeast side of Saengerhalle Road,

approximately 700 feet east of Saur Lane and next to the Saengerhalle Estates Subdivision. The property is currently developed with two single-family residences and is under agricultural use. The applicant is requesting a change in the base zoning from APD to R-3L but is not requesting to change or remove the Airport Hazard Overlay. R-3L allows multifamily residences at not more than 12 units per acre.

Access to the property would be from Saengerhalle Road (Minor Collector). A planned minor collector is located on the southwestern portion of the subject property and will be required to be constructed with platting.

Surrounding Zoning and Land Use:

North	Outside City Limits	Undeveloped, farmland
South	APD	Undeveloped, farmland
East	APD, M-1	Single family residences, New Braunfels
West	R-1A-6.6r79	National Airport Single-family and duplex development

ISSUE:

Related **Envision New Braunfels** Action Items include:

- **Action 1.8:** Concentrate future investment in industrial and employment centers near existing and emerging hubs, such as the airport; and along existing high-capacity transportation networks, such as Interstate Highway 35.
- **Action 2.1:** Sustain community livability for all ages and economic backgrounds.
- **Action 6.2:** Protect the airport from incompatible land use encroachment.

Future Land Use Plan: The property lies within the Oak Creek Sub Area near a Transitional Mixed-Use Corridor, is adjacent to and partially within a Future Market Center and lies a short drive from Existing Employment and Civic Centers. The tract on the north side of Saengerhalle Road is outside of the city limits.

Airport Master Plan: Expansion plans for airport improvements and operations will be located in the undeveloped southwest corner, which is directly across from the subject property.

Land use compatibility around airports is an important element in allowing aircraft to traverse the airspace expeditiously and safely. Airport compatibility also includes ensuring activities and land uses near airports are not negatively impacted by airport operations. Residential development is particularly sensitive to such operations and is typically considered incompatible if situated near an airport. Residences near the Airport would be subject to ongoing and increased noise emanating from planes during takeoff and landing. Airport noise is such that when residences are near airports, contentious relationships often arise between those residents and the respective city.

Protecting the Airport from conflicting land uses helps to maintain a safe operating environment, maximize return on taxpayer infrastructure investments, and comply with Federal grant assurances. It is important for the long-term operation and viability of an airport, its users and the health and safety of people living and working in close proximity.

FISCAL IMPACT:

N/A

RECOMMENDATION:

A transition of land use from least intense (residential) to most intense (industrial) as one moves closer to an

airport is the typical expectation for airport compatibility. Revisions to the original request that reduce the amount of the proposed residential use closest to the airport property allows for a transition of land use from existing residential immediately southwest of the subject tract towards airport activities. In addition, the ability to plan for commercial and/or industrial use along Saur Lane to the northeast of the subject property supports the Action Items and the Future Market Center called for in Envision New Braunfels.

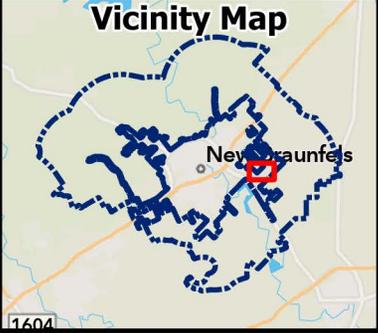
The Planning Commission held a public hearing on December 5, 2023 and unanimously recommended denial of the applicant's original request (7-0-0).

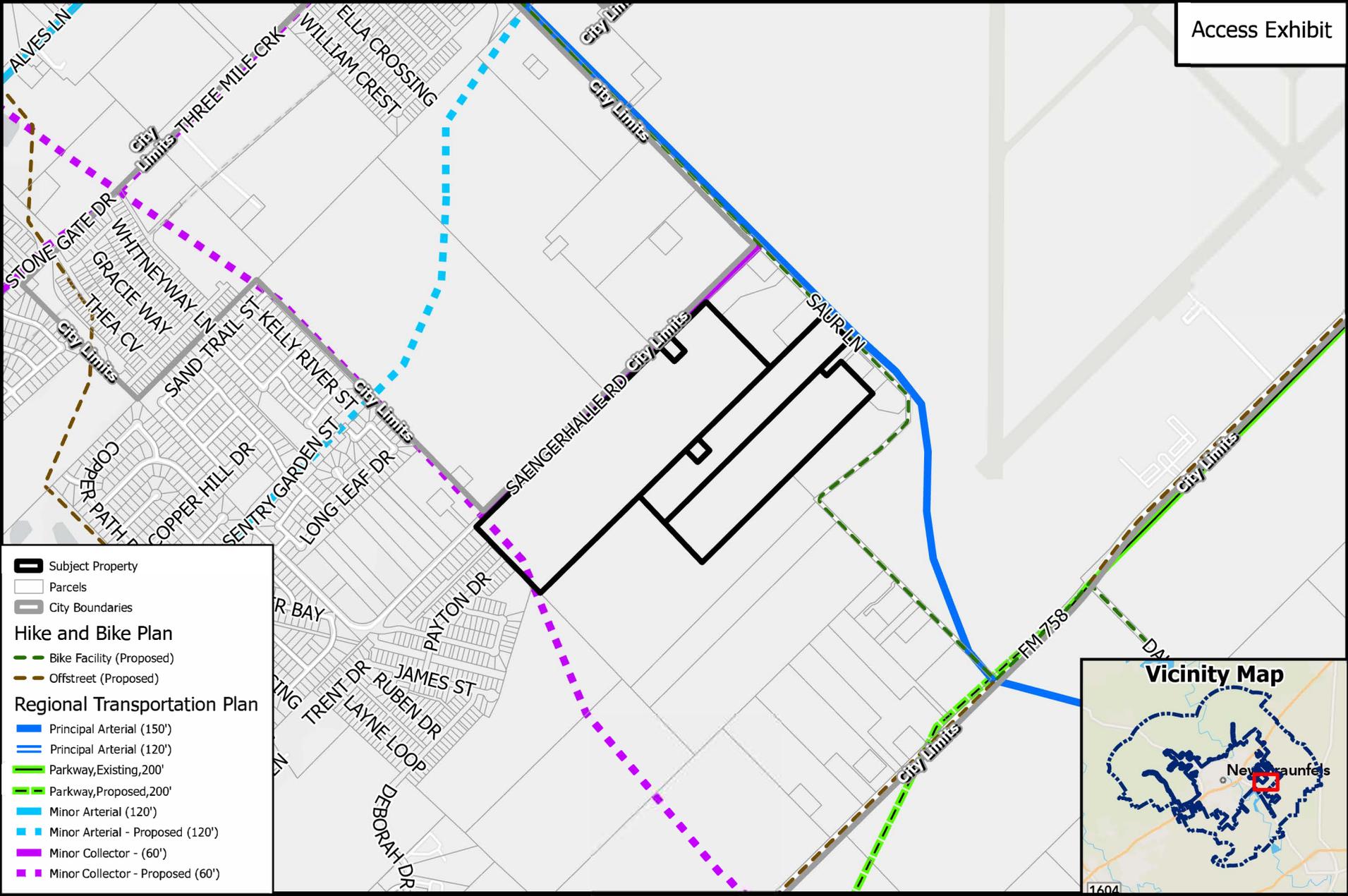
Mailed notification pursuant to state statute:

Public hearing notices were sent to owners of 21 properties within 200 feet of the request and staff has received responses of 2% in opposition.

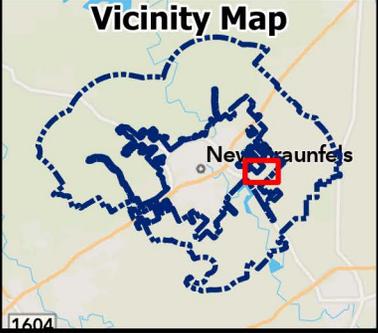
Resource Links:

- Chapter 144, Sec. 3.4-1 (APD) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Section 3.4-4. (R-3L) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Section 5.20 Airport Hazard Zoning District:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?

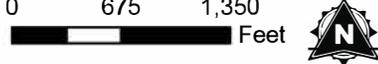


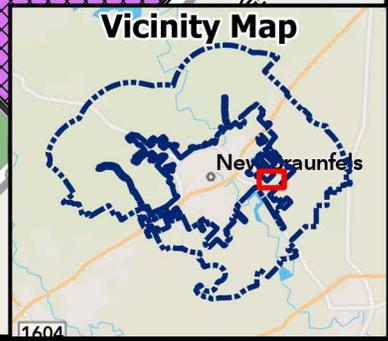
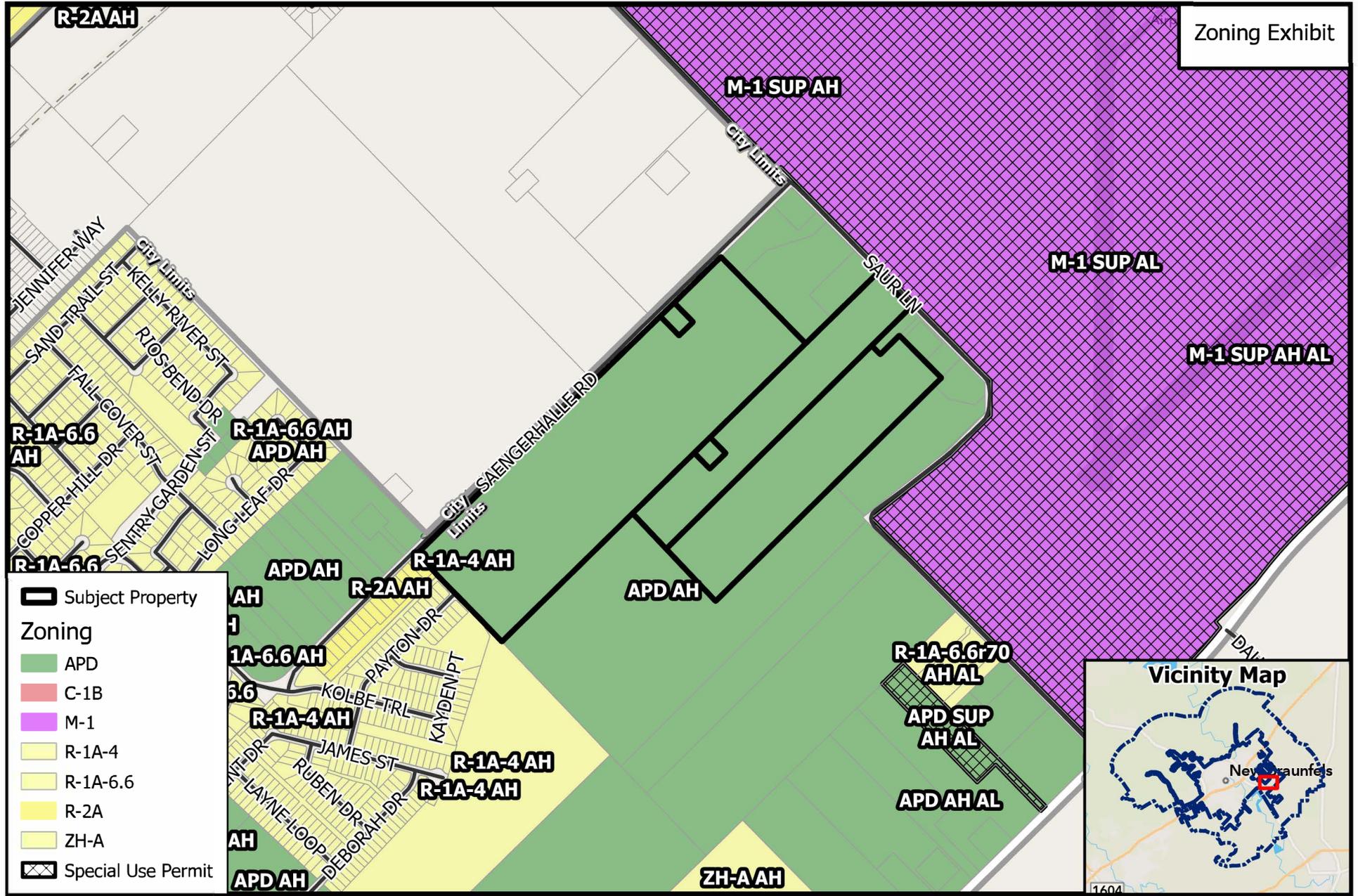


- Subject Property
- Parcels
- City Boundaries
- Hike and Bike Plan**
- Bike Facility (Proposed)
- Offstreet (Proposed)
- Regional Transportation Plan**
- Principal Arterial (150')
- Principal Arterial (120')
- Parkway, Existing, 200'
- Parkway, Proposed, 200'
- Minor Arterial (120')
- Minor Arterial - Proposed (120')
- Minor Collector - (60')
- Minor Collector - Proposed (60')



PZ23-0352
APD to R-3L

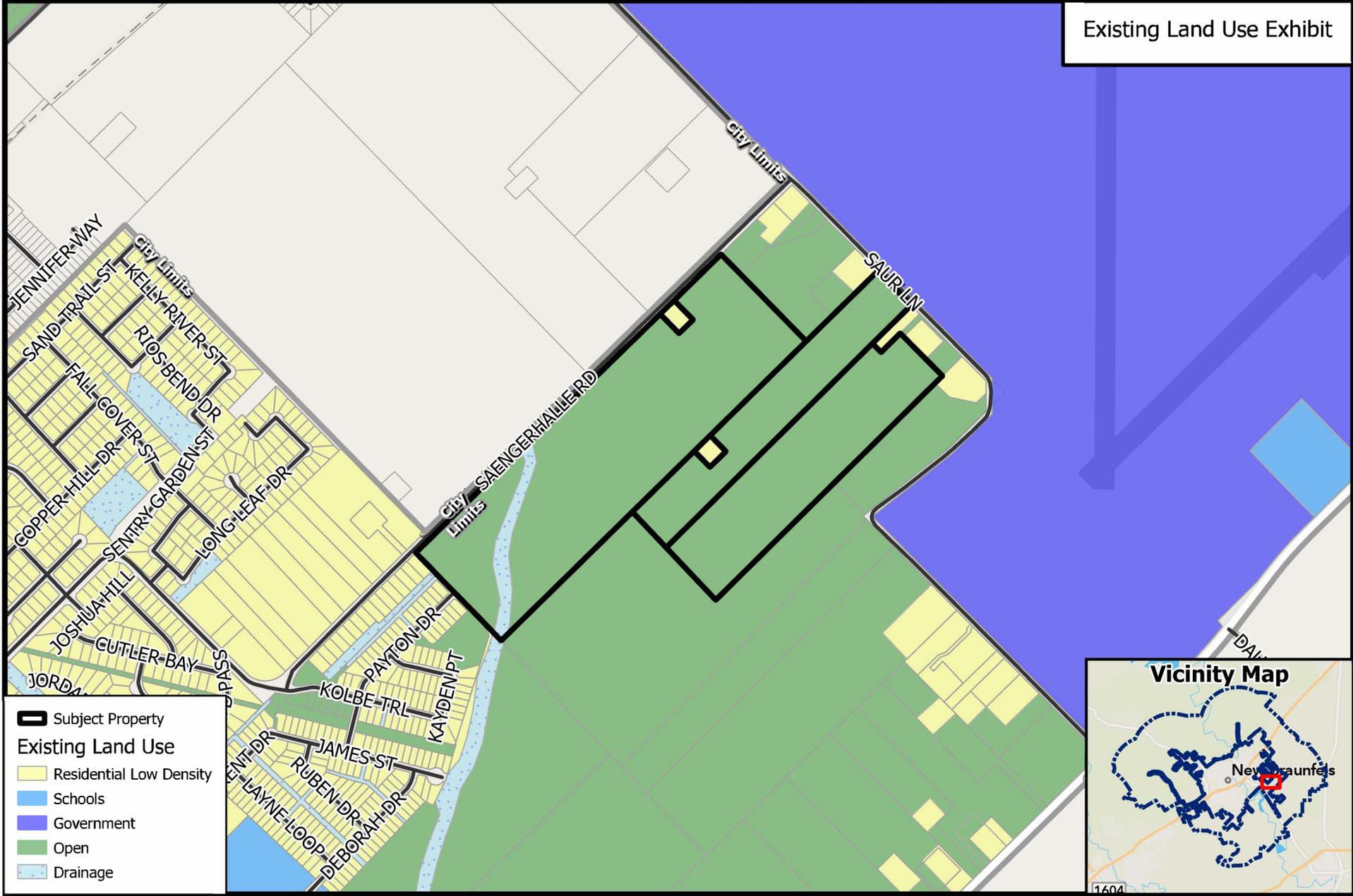




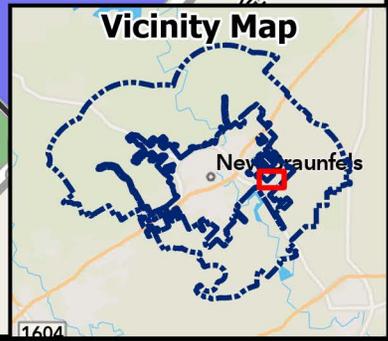
PZ23-0352
APD to R-3L



Existing Land Use Exhibit



-  Subject Property
- Existing Land Use**
-  Residential Low Density
-  Schools
-  Government
-  Open
-  Drainage



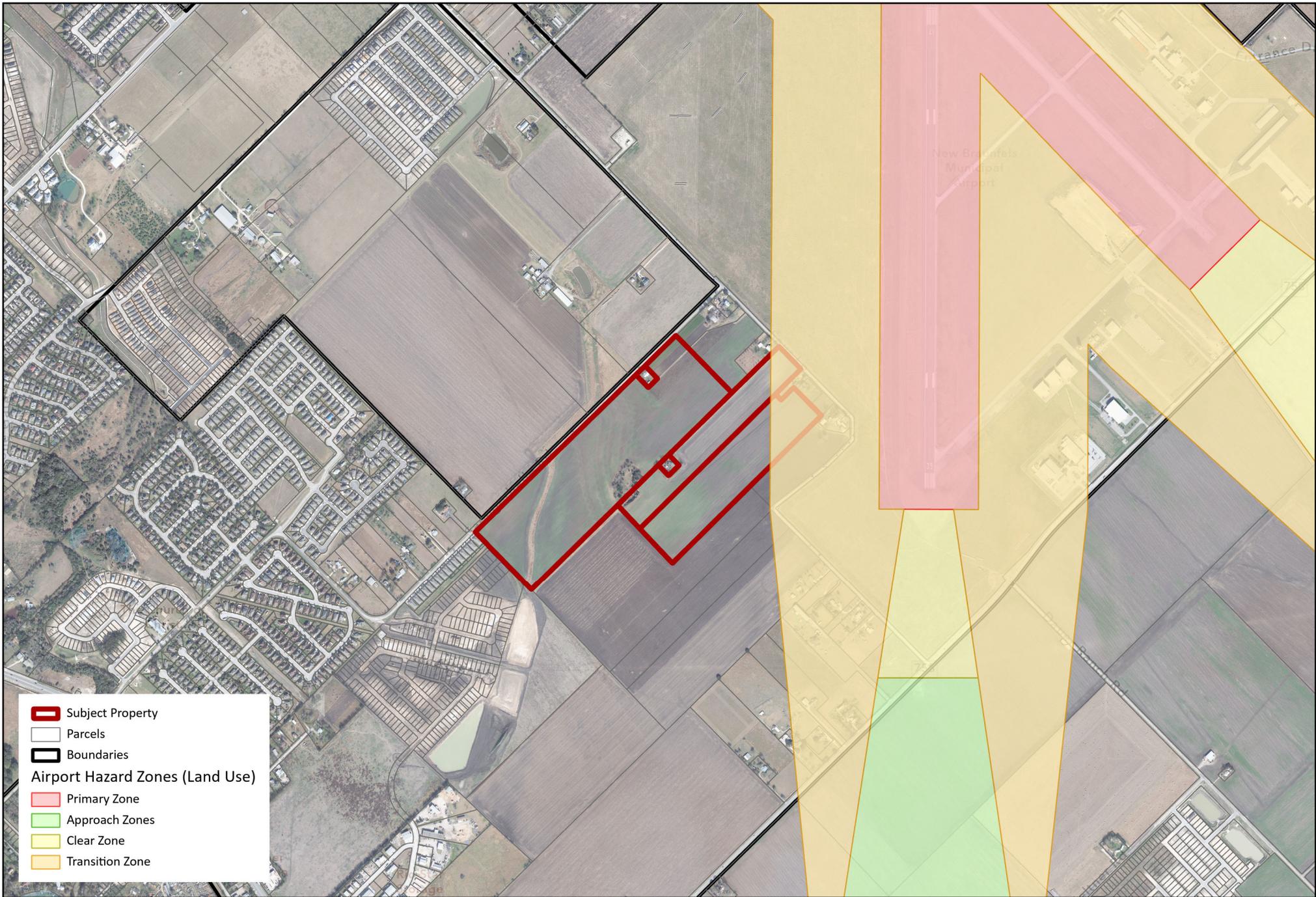
PZ23-0352
APD AH to R-3L AH & R-3H AH



Path: \\chfs-1\Departments\Planning\ZoneChange & SUPS\2023\PZ23-0352 - Saur Ln - APD to

Source: City of New Braunfels Planning Date:
 10/16/2023

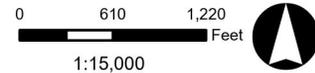
DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by else is at that party's risk and without liability to the City of New Braunfels officials or employees for any discrepancies, errors, or variances which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

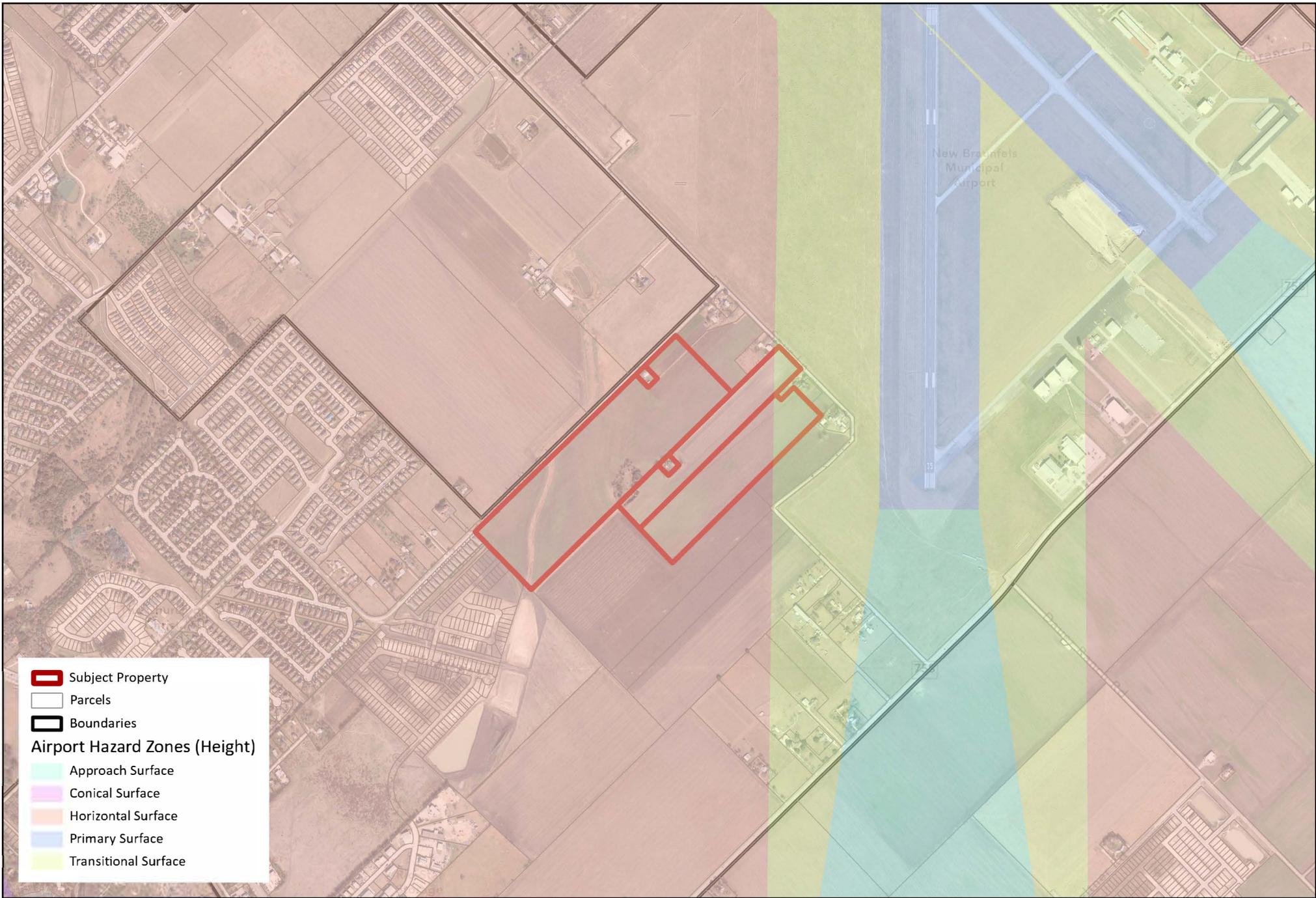


-  Subject Property
-  Parcels
-  Boundaries
- Airport Hazard Zones (Land Use)**
-  Primary Zone
-  Approach Zones
-  Clear Zone
-  Transition Zone



PZ23-0352
Airport Hazard Overlay Exhibit (Land Use)

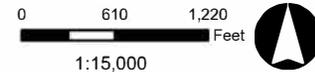




-  Subject Property
-  Parcels
-  Boundaries
- Airport Hazard Zones (Height)**
-  Approach Surface
-  Conical Surface
-  Horizontal Surface
-  Primary Surface
-  Transitional Surface



PZ23-0352
Airport Hazard Overlay Exhibit (Height)

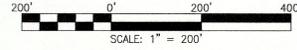


ZONING EXHIBIT

81.864 ACRE TRACT OF LAND LOCATED IN THE A.M. ESNAURIZAR SURVEY, ABSTRACT NO. 20, GUADALUPE COUNTY, TEXAS, BEING ALL OF A CALLED 52.50 ACRE TRACT RECORDED IN DOCUMENT NO. 202399002975, A PORTION OF A CALLED 17.08 ACRE TRACT RECORDED IN DOCUMENT NO. 202399002927, AND A PORTION OF A CALLED 22.80 ACRE TRACT RECORDED IN DOCUMENT NO. 202399002929, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

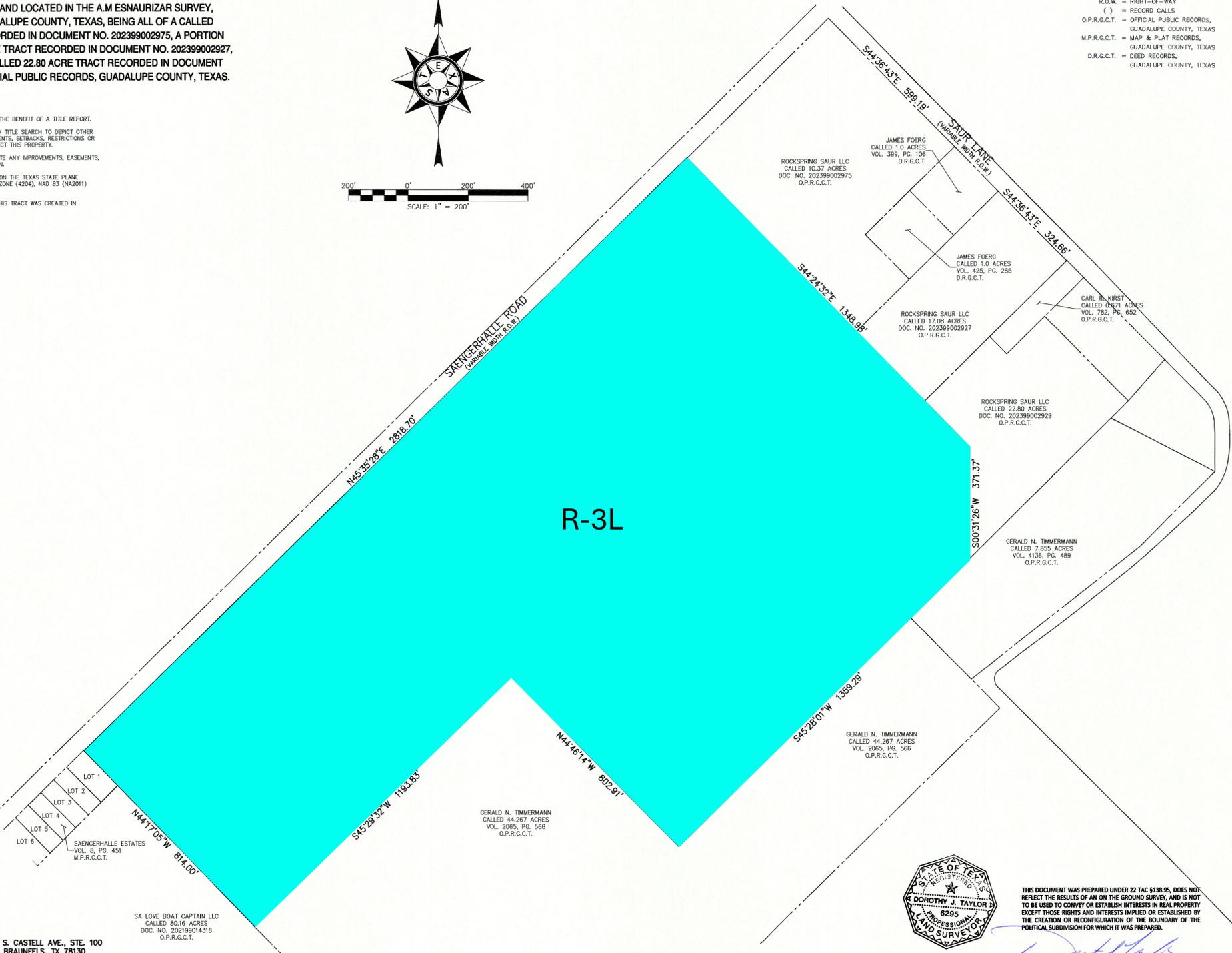
SURVEY NOTES:

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
 THIS SURVEYOR HAS NOT CONDUCTED A TITLE SEARCH TO DEPICT OTHER MATTERS OF RECORD, SUCH AS EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.
 NO ATTEMPT HAS BEEN MADE TO LOCATE ANY IMPROVEMENTS, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.
 BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (NAZ011) EPOCH 2010.00.
 A METES & BOUNDS DESCRIPTION OF THIS TRACT WAS CREATED IN CONJUNCTION WITH THIS SURVEY.



LEGEND:

- R.O.W. = RIGHT-OF-WAY
- () = RECORD CALLS
- O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS
- M.P.R.G.C.T. = MAP & PLAT RECORDS, GUADALUPE COUNTY, TEXAS
- D.R.G.C.T. = DEED RECORDS, GUADALUPE COUNTY, TEXAS



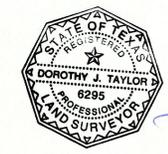
DRAWN BY: JRL

HMT
 ENGINEERING & SURVEYING

290 S. CASTELL AVE., STE. 100
 NEW BRAUNFELS, TX 78130
 TBPE FIRM F-10961
 TBPLS FIRM 10153600

SA LOVE BOAT CAPTAIN LLC
 CALLED 80.16 ACRES
 DOC. NO. 202199014318
 O.P.R.G.C.T.

GERALD N. TIMMERMANN
 CALLED 44.267 ACRES
 VOL. 2065, PG. 566
 O.P.R.G.C.T.



THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

DOROTHY J. TAYLOR
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6295

3-1-24

LAND USE	EXISTING	PROPOSED
	APD	R-3L
Accessory building/structure (see section 144-5.4)	P	P
Accessory dwelling (one accessory dwelling per lot, no kitchen)	P	
Accounting, auditing, bookkeeping, and tax preparations		
Acid manufacture		
Adult day care (no overnight stay)		P
Adult day care (with overnight stay)		
Aircraft support and related services		
Airport		
All-terrain vehicle (ATV) dealer/sales		
Ambulance service (private)		
Amphitheaters (outdoor live performances)		
Amusement devices/arcade (four or more devices)		
Amusement services or venues (indoors) (see section 144-5.13)		
Amusement services or venues (outdoors)		
Animal grooming shop		
Answering and message services		
Antique shop		
Appliance repair		
Archery range		
Armed services recruiting center		
Art dealer/gallery		
Artist or artisans studio		
Assembly/exhibition hall or areas		
Assisted living facility/retirement home		
Athletic fields		
Auction sales (non-vehicle)		
Auto body repair, garages (see section 144-5.11)		
Auto glass repair/tinting (see section 144-5.11)		
Auto interior shop/upholstery (see section 144-5.11)		
Auto leasing		
Auto muffler shop (see section 144-5.11)		
Auto or trailer sales rooms or yards (see section 144-5.12)		
Auto or truck sales rooms or yards—Primarily new (see section 144-5.12)		
Auto paint shop		
Auto repair as an accessory use to retail sales		
Auto repair garage (general) (see section 144-5.11)		
Auto supply store for new and factory rebuilt parts		
Auto tire repair/sales (indoor)		
Auto wrecking yards		
Automobile driving school (including defensive driving)		
Bakery (retail)		
Bank, savings and loan, or credit union		
Bar/tavern (no outdoor music)		
Bar/tavern		
Barber/beauty college (barber or cosmetology school or college)		
Barber/beauty shop, haircutting (non-college)		
Barns and farm equipment storage (related to agricultural uses)	P	P

LAND USE	EXISTING	PROPOSED
	APD	R-3L
Battery charging station		
Bed and breakfast inn (see section 144-5.6)		P
Bicycle sales and/or repair		
Billiard/pool facility		
Bingo facility		
Bio-medical facilities		
Blacksmith or wagon shops		
Blooming or rolling mills		
Boarding house/lodging house		P
Book binding		
Book store		
Bottling or distribution plants (milk)		
Bottling works		
Bowling alley/center (see section 144-5.13)		
Breweries/distilleries and manufacture of alcohol and alcoholic beverages		
Broadcast station (with tower) (see section 144-5.7)		
Bulk storage of gasoline, petroleum products, liquefied petroleum and flammable liquids (see section 5.27)		
Bus barns or lots		
Bus passenger stations		
Cabin or cottage (rental)		
Cabin or cottage (rental for more than 30 days)		
Cafeteria/cafe/delicatessen		
Campers' supplies		
Campgrounds		
Canning/preserving factories		
Car wash (self-service; automated)		
Car wash, full service (detail shop)		
Carpenter, cabinet, or pattern shops		
Carpet cleaning establishments		
Caterer		
Cement, lime, gypsum or plaster of Paris manufacture		
Cemetery and/or mausoleum	P	P
Check cashing service		
Chemical laboratories (e.g., ammonia, bleaching powder)		
Chemical laboratories (not producing noxious fumes or odors)		
Child day care/children's nursery (business)		
Church/place of religious assembly	P	P
Cider mills		
Civic/conference center and facilities		
Cleaning, pressing and dyeing (non-explosive fluids used)		
Clinic (dental)		
Clinic (emergency care)		
Clinic (medical)		
Club (private)		
Coffee shop		
Cold storage plant		
Commercial amusement concessions and facilities		

LAND USE	EXISTING	PROPOSED
	APD	R-3L
Communication equipment—Installation and/or repair		
Community building (associated with residential uses)		P
Community home (see definition)	P	P
Computer and electronic sales		
Computer repair		
Concrete or asphalt mixing plants—Permanent		
Concrete or asphalt mixing plants—Temporary		
Confectionery store (retail)		
Consignment shop		
Contractor's office/sales, with outside storage including vehicles		
Contractor's temporary on-site construction office	P	P
Convenience store with gas sales		
Convenience store without gas sales		
Cotton ginning or baling works		
Country club (private)	P	
Credit agency		
Crematorium		
Curio shops		
Custom work shops		
Dance hall/dancing facility (see section 144-5.13)		
Day camp		
Department store		
Distillation of bones		
Dormitory (in which individual rooms are for rental)		P
Drapery shop/blind shop		
Driving range		
Drug store/pharmacy		
Duplex/two-family/duplex condominiums		
Electrical generating plant		
Electrical repair shop		
Electrical substation		P
Electronic assembly/high tech manufacturing		
Electroplating works		
Enameling works		
Engine repair/motor manufacturing re-manufacturing and/or repair		
Explosives manufacture or storage		
Exterminator service		
Fairground		
Family home adult care	P	P
Family home child care	P	P
Farmers market (produce market—wholesale)	P	
Farms, general (crops) (see chapter 6 and section 144-5.9)	P	P
Farms, general (livestock/ranch) (see chapter 6 and section 144-5.9)	P	P
Feed and grain store		
Fertilizer manufacture and storage		
Filling station (gasoline tanks must be below the ground)		
Florist		

LAND USE	EXISTING	PROPOSED
	APD	R-3L
Flour mills, feed mills, and grain processing	P	
Food or grocery store with gasoline sales		
Food or grocery store without gasoline sales		
Food processing (no outside public consumption)		
Forge (hand)		
Forge (power)		
Fraternal organization/civic club (private club)		
Freight terminal, rail/truck (when any storage of freight is wholly outside an enclosed building)		
Freight terminal, truck (all storage of freight in an enclosed building)		
Frozen food storage for individual or family use		
Funeral home/mortuary		
Furniture manufacture		
Furniture sales (indoor)		
Galvanizing works		
Garbage, offal or dead animal reduction or dumping		
Garden shops and greenhouses		
Gas manufacture		
Gas or oil wells		
Golf course (public or private)	P	P
Golf course (miniature)		
Government building or use with no outside storage (outside storage allowed in M-2 and M-2A)	P	P
Grain elevator	P	
Greenhouse (commercial)		
Handicraft shop		
Hardware store		
Hay, grain, and/or feed sales (wholesale)	P	
Health club (physical fitness; indoors only)		
Heating and air-conditioning sales/services		
Heavy load (farm) vehicle sales/repair (see section 144-5.14)		
Heavy manufacturing		
Heliport		
Hides/skins (tanning)		
Home occupation (see section 144-5.5)	P	
Home repair and yard equipment retail and rental outlets		
Hospice		P
Hospital, general (acute care/chronic care)		
Hospital, rehabilitation		
Hotel/motel		
Hotels/motels—Extended stay (residence hotels)		
Ice delivery stations (for storage and sale of ice at retail only)		
Ice plants		
Indoor or covered sports facility		
Industrial laundries		
Iron and steel manufacture		
Junkyards, including storage, sorting, baling or processing of rags		
Kiosk (providing a retail service)		

LAND USE	EXISTING	PROPOSED
	APD	R-3L
Laboratory equipment manufacturing		
Laundromat and laundry pickup stations		
Laundry, commercial (without self-serve)		
Laundry/dry cleaning (drop off/pick up)		
Laundry/washateria (self-serve)		
Lawnmower sales and/or repair		
Leather products manufacturing		
Light manufacturing		
Limousine/taxi service		
Livestock sales/auction	P	
Locksmith		
Lumber mill		
Lumberyard (see section 144-5.15)		
Lumberyard or building material sales (see section 144-5.15)		
Machine shop		
Maintenance/janitorial service		
Major appliance sales (indoor)		
Manufacture of carbon batteries		
Manufacture of paint, lacquer, oil, turpentine, varnish, enamel, etc.		
Manufacture of rubber, glucose, or dextrin		
Manufactured home—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home park—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home subdivision—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home sales		
Manufacturing and processes		
Manufacturing processes not listed		
Market (public, flea)		
Martial arts school		
Meat or fish packing/storage plants		
Medical supplies and equipment		
Metal fabrication shop		
Micro brewery (onsite mfg. and/or sales)		
Mini-warehouse/self-storage units (no boat and RV storage permitted)		
Mini-warehouse/self-storage units with outside boat and RV storage		
Monument, gravestone, or marble works (manufacture)		
Motion picture studio, commercial film		
Motion picture theater (indoors)		
Motion picture theater (outdoors, drive-in)		
Motorcycle dealer (primarily new/repair)		
Moving storage company		
Moving, transfer, or storage plant		
Multifamily (apartments/condominiums)		P
Museum		
Natural resource extraction and mining		
Needlework shop		
Nonbulk storage of gasoline, petroleum products and liquefied petroleum		
Nursing/convalescent home/sanitarium		

LAND USE	EXISTING	PROPOSED
	APD	R-3L
Offices, brokerage services		
Offices, business or professional		
Offices, computer programming and data processing		
Offices, consulting		
Offices, engineering, architecture, surveying or similar		
Offices, health services		
Offices, insurance agency		
Offices, legal services, including court reporting		
Offices, medical offices		
Offices, real estate		
Offices, security/commodity brokers, dealers, exchanges and financial services		
Oil compounding and barreling plants		
One-family dwelling, detached	P	
Outside storage (as primary use)		
Paint manufacturing		
Paper or pulp manufacture		
Park and/or playground (private and public)	P	P
Parking lots (for passenger car only) (not as incidental to the main use)		
Parking structure/public garage		
Pawn shop		
Personal watercraft sales (primarily new/repair)		
Pet shop/supplies (less than 10,000 sq. ft.)		
Pet store (over 10,000 sq. ft.)		
Petroleum or its products (refining of)		
Photo engraving plant		
Photographic printing/duplicating/copy shop or printing shop		
Photographic studio (no sale of cameras or supplies)		
Photographic supply		
Plant nursery (no retail sales on site)	P	
Plant nursery (retail sales/outdoor storage)		
Plastic products molding/reshaping		
Plumbing shop		
Portable building sales		
Poultry killing or dressing for commercial purposes		
Propane sales (retail)		
Public recreation/services building for public park/playground areas		P
Publishing/printing company (e.g., newspaper)		
Quick lube/oil change/minor inspection		
Radio/television shop, electronics, computer repair		
Railroad roundhouses or shops		
Rappelling facilities		
Recreation buildings (private)		
Recreation buildings (public)	P	P
Recycling kiosk		
Refreshment/beverage stand		
Rental or occupancy for less than one month (see section 144-5.17)		P
Research lab (non-hazardous)		

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

LAND USE	EXISTING	PROPOSED
	APD	R-3L
Tool rental		
Townhouse (attached)		
Transfer station (refuse/pick-up)		
Travel agency		
Truck or transit terminal		
Truck stop		
Tuber entrance and takeout facilities (see section 144-5.13)		
University or college (public or private)		P
Upholstery shop (non-auto)		
Used or second hand merchandise/furniture store		
Vacuum cleaner sales and repair		
Vehicle storage facility		
Veterinary hospital (no outside animal runs or kennels)		
Veterinary hospital (with outdoor animal runs or kennels that may not be used between the hours of 9:00 p.m. and 7:00 a.m.)		
Video rental/sales		
Warehouse/office and storage/distribution center		
Waterfront amusement facilities—Berthing facilities sales and rentals		
Waterfront amusement facilities—Boat fuel storage/dispensing facilities		
Waterfront amusement facilities—Boat landing piers/launching ramps		
Waterfront amusement facilities—Swimming/wading pools/bathhouses		
Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system	P	P
Welding shop		
Wholesale sales offices and sample rooms		
Wire or rod mills		
Wood distillation plants (charcoal, tar, turpentine, etc.)		
Woodworking shop (ornamental)		
Wool scouring		
Zero lot line/patio homes		

P* with kitchen



PUBLIC WORKS

TIA DETERMINATION REQUIREMENTS

February 24, 2023
Saur Ln - Multifamily
TIA23-0004

Owner:
Rockspring attn: David Orr
9901 W I10 Ste. 725, San Antonio, TX 78230
david@rockspring.com

Preparer:
INK Civil - Madison Simon
2021 W SH46 #105, New Braunfels, TX 78132
MadisonSimon@ink-civil.com

The Engineering Division reviewed the TIA Determination application and associated documents for the referenced development. Based on the information provided in the application, a Level 2 TIA Report is required. **Note: Full build out analysis of property(s) is required but could not be confirmed from submitted exhibits. Responsibility falls on applicant to confirm and communicate extent of property boundary. Failure to do so could cause delays.**

The attached TIA Scoping Meeting Worksheet, along with any other pertinent documents, should be submitted to Rebecca Browne rbrowne@newbraunfels.gov. Upon receipt of the packet, Mrs. Browne will respond with various options for scheduling a TIA scoping meeting. A final decision on intersections to be included within the TIA will be established by City Staff and listed within the approved scope.

Please contact the Engineering Division at (830) 221-4020 if you have any questions or need any additional information.

Respectfully,

A handwritten signature in blue ink that reads "Jessica Perry".

Jessica Perry, E.I.T.
Graduate Engineer

JP / jp

*****After preparing the TIA report, please submit report using the online portal <https://nbpermits.nbtexas.org/publicaccess/template/Login.aspx> once the document has been uploaded email kbowlby@newbraunfels.gov with the transmittal letter attached to notify of the TIA report submittal.**

CITY OF NEW BRAUNFELS TRAFFIC IMPACT ANALYSIS (TIA) DETERMINATION FORM

Complete this form to determine Traffic Impact Analysis requirements.

A site exhibit with a location map (top corner) must be with this form to be considered a complete submittal.

Section 1: General Information

General Information	
Project Name: Saur Lane	Date: 2/24/2023
Subdivision Plat Name:	Project Address/Location: Saur Ln and Saengerhalle Rd
Location? <input checked="" type="checkbox"/> City of New Braunfels <input type="checkbox"/> New Braunfels ETJ <input type="checkbox"/> Comal County <input checked="" type="checkbox"/> Guadalupe County	
Owner Name: Rockspring attn: David Orr	Owner Email: david@rockspring.com
Owner Address: 9901 W I10 Ste. 725	Owner Phone:
Preparer Company: INK Civil	
Preparer Name: Madison Simon	Preparer Email: MadisonSimon@ink-civil.com
Preparer Address: 2021 W SH46 #105, New Braunfels, TX 78132	Preparer Phone: (830) 358-7127
Application Type or Reason for TIA Worksheet/Report	
<input type="checkbox"/> Master Plan <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Commercial Permit <input checked="" type="checkbox"/> Zoning	
TIA Submittal Type (A TIA Worksheet is required with all zoning, plan and plat applications)	
<input type="checkbox"/> TIA Worksheet Only (100 peak hour trips or less)	<input type="checkbox"/> Level 1 TIA Report (101-500 peak hour trips)
<input checked="" type="checkbox"/> Level 2 TIA Report (501-1,000 peak hour trips)	<input type="checkbox"/> Level 3 TIA Report (1,001 or more peak hour trips)
Previously Approved TIA (Required if this project is part of a development with a previously approved TIA report)	
Previously Approved TIA Report Name:	City Approval Date:
TxDOT Access Approved?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable	

Section 2: Proposed Land Use and Trip Information for Application

Land Use	ITE Code ¹	ITE Unit ²	Est. Project Units	AM Peak Hour Rate	PM Peak Hour Rate	WKND Peak Hour Rate	AM Peak Hour Trips	PM Peak Hour Trips	WKND Peak Hour Trips
Multifamily Housing (Mid-Rise) Not Close to Rail Transit	221	DU	360	.35	.39	.39	126	141	141
Multifamily Housing (Low-Rise) Not Close to Rail Transit	220	DU	860	.47	.57	0.41	405	491	353
<i>Total from additional tabulation sheet (if necessary):</i>									
Total:							531	632	494

¹Institute of Transportation Engineers (ITE) Trip Generation, 11th Edition or most recent

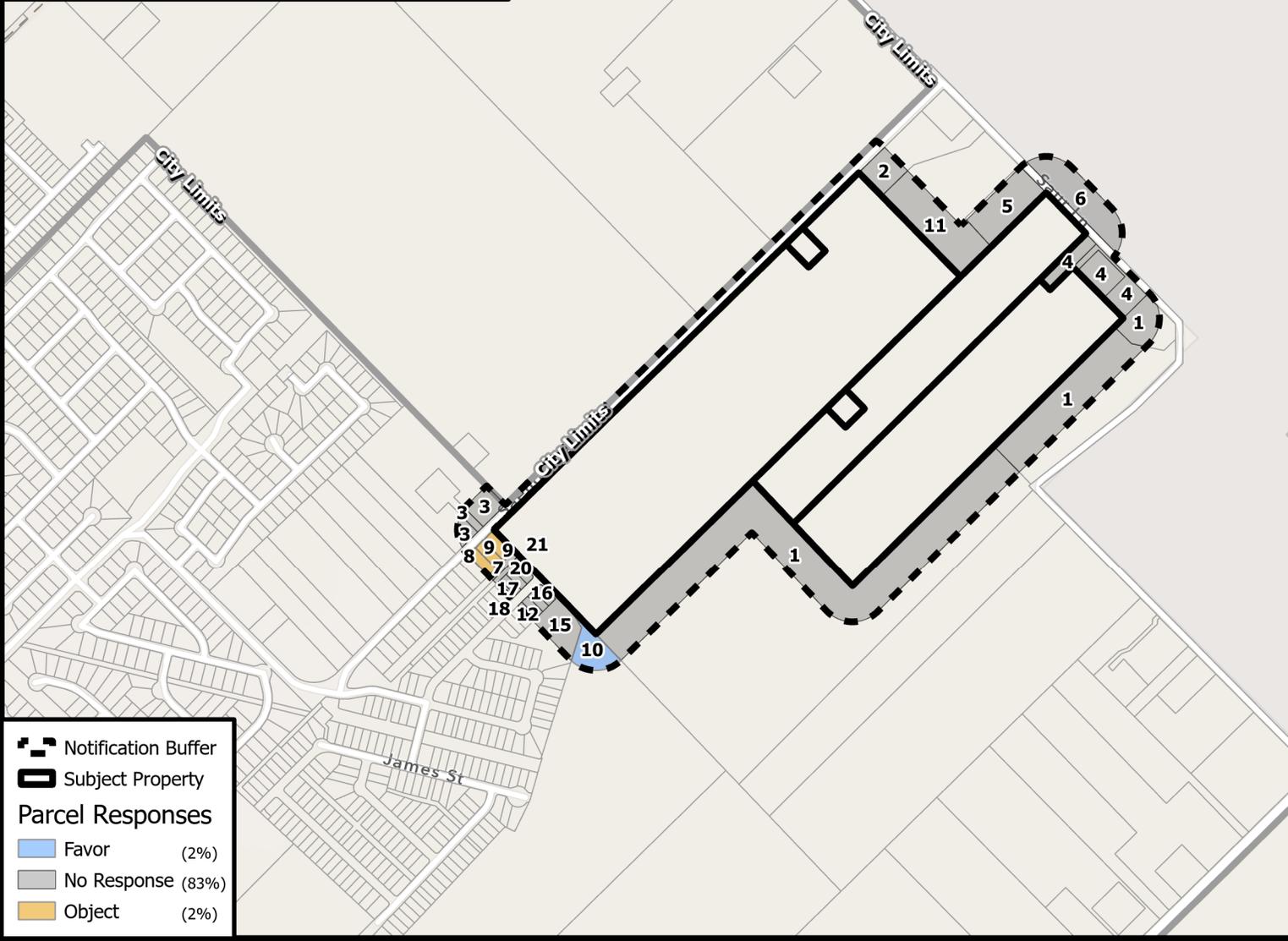
²E.g., Dwelling Units, Acres, Employees, KSF, etc.

Please include:

1. A site exhibit with a location map (top corner).

Notification Exhibit

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

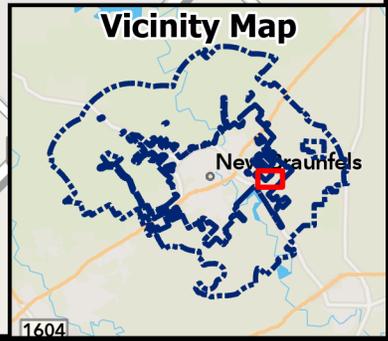


Notification Buffer
 Notification Buffer

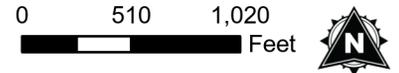
Subject Property
 Subject Property

Parcel Responses

	Favor	(2%)
	No Response	(83%)
	Object	(2%)



PZ23-0352
APD to R-3L and R-3H



PLANNING COMMISSION – NOVEMBER 7, 2023 – 6:00PM

City Hall Council Chambers

Applicant: JAMES INGALLS PE

Address/Location: 1280 Saengerhalle Road and 1682 Saur Lane

PROPOSED REZONING – CASE #PZ23-0352

The circled 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. TIMMERMANN GERALD N | 12. PROPERTY OWNER |
| 2. SAUR CHARLES C & SUZETTE | 13. PROPERTY OWNER |
| 3. SARLO ENA LIVING TRUST | 14. PROPERTY OWNER |
| 4. SCHUETZ LEONA M | 15. PROPERTY OWNER |
| 5. FOERG JAMES | 16. PROPERTY OWNER |
| 6. NEW BRAUNFELS CITY OF | 17. PROPERTY OWNER |
| 7. SAENGERHALLE ESTATES HOMEOWNERS ASSOCIATION | 18. PROPERTY OWNER |
| 8. 750-752 SAENGERHALLE ROAD A SERIES OF MITAK PROPERTIES | 19. PROPERTY OWNER |
| 9. HARLOW STEVEN & IRINA | 20. PROPERTY OWNER |
| 10. SA LOVE BOAT CAPTAIN LLC | 21. PROPERTY OWNER |
| 11. SAUR CHARLES C & SUZETTE K | |

SEE MAP

HARLOW STEVEN & IRINA
73 EAST YALE LOOP
IRVINE CA 92604
Property #: 9
PZ23-0352
Case Manager: ML

FAVOR
OPPOSE

COMMENTS

I own 758-760
AND 754-756 Saengerhalle
I oppose this change!
Increased traffic on
roads that not enhanced
Ahead of time is inviting
a disaster. What will
you tell to the family of
someone hit by a speeding
car? Your first priority is
to protect citizens not
special interests.

SA LOVE BOAT CAPTAIN LLC
6812 WEST AVE SUITE 100
SAN ANTONIO TX 78213
Property #: 10
PZ23-0352
Case Manager: ML

FAVOR
OPPOSE

COMMENTS

750-752 SAENGERHALLE ROAD A SERIES OF MITAK
PROPERTIES LLC
1340 COUNTRY RDG
NEW BRAUNFELS TX 78132
Property #: 8
PZ23-0352
Case Manager: ML

FAVOR
OPPOSE

COMMENTS

Draft Minutes for the December 5, 2023, Planning Commission Regular Meeting

A) PZ23-0352 Public hearing and recommendation to City Council regarding a proposed rezoning of approximately 86 acres out of the A.M. Esnaurizar Survey, Abstract 20, from APD AH (Agricultural/Pre-Development Airport Hazard Overlay District) to R-3L AH (Multifamily Low Density Airport Hazard Overlay District) and R-3H AH (Multifamily High Density Airport Hazard Overlay District) currently addressed at 1280 Saengerhalle Road and 1682 Saur Lane. (Applicant: James Ingalls, P.E.; Owner: Rockspring Saur LLC - Beau Ryan; Case Manager: Mary Lovell, Senior Planner)

Mary Lovell presented the above mentioned item.

Chair Edwards asked if there were any questions for staff.

Vice-Chair Reaves, asked if any opposition changed since he received the agenda packet?

Mary Lovell responded that one property owner within 200 feet retracted his opposition.

The Airport Director, Dr. Robert Lee discussed subject property location in relation to the airport, traffic patterns of the runways.

Chair Edwards invited the applicants to speak.

Patrick Christianson, elaborated on the request, discussed previous requests for the property, discussed exhibit, discussed land use and staff recommendations, discussed intended development as rentals, added sound attenuation to reduce sound for residents.

James Ingalls, the applicant, discussed and elaborated pasted requests, discussed intended development, public improvements, plans for drainage easements and future road improvements.

The following individuals spoke in opposition to the request:

Jackson, spoke about traffic concerns, congestion issues, & safety.

Jodi Smith, speaking on parents' behalf.

The following individuals spoke in favor of the request:

Pam Kraft, 1540 Saur Ln.

Chair Edwards closed the public hearing.

Chair Edwards asked if there were further discussion or a motion.

Motion by Vice-Chair Reaves, seconded by Commissioner Anderson-Vie, to recommend denial to City Council regarding a proposed rezoning of approximately 86 acres out of the A.M. Esnaurizar Survey, Abstract 20, from APD AH (Agricultural/Pre-Development Airport Hazard Overlay District) to R-3L AH (Multifamily Low Density Airport Hazard Overlay District) and R-3H AH (Multifamily High Density Airport Hazard Overlay District) currently addressed at 1280 Saengerhalle Road and 1682 Saur Lane. Motion carried (7-0-0).

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 82 ACRES OUT OF THE A.M. ESNAURIZAR SURVEY, ABSTRACT 20, CURRENTLY ADDRESSED AT 1280 SAENGERHALLE ROAD AND 1682 SAUR LANE, FROM APD AH (AGRICULTURAL/PRE-DEVELOPMENT AIRPORT HAZARD OVERLAY DISTRICT) TO R-3L AH (MULTIFAMILY LOW DENSITY AIRPORT HAZARD OVERLAY DISTRICT); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, in keeping with the spirit and objectives of the R-3L (Multifamily Low Density District), the City Council has given due consideration to all components of said district; and

WHEREAS, the rezoning is in compliance with the Future Land Use Plan; and

WHEREAS, it is the intent of the City Council to provide harmony between existing zoning districts and proposed land uses; and

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

WHEREAS, the City Council desires to amend the Zoning Map by changing the zoning of approximately 82 acres out of the A.M. Esnaurizar, Survey, Abstract 20, currently addressed at 1280 Saengerhalle Road and 1682 Saur Lane, from APD AH (Agricultural/Pre-Development Airport Hazard Overlay District) to R-3L AH (Multifamily Low Density Airport Hazard Overlay District) and **now, therefore**;

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

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by rezoning the following tract of land from APD AH (Agricultural/Pre-Development Airport Hazard Overlay District) to R-3L AH (Multifamily Low Density Airport Hazard Overlay District):

Approximately 82 acres out of the A.M. Esnaurizar, Survey, Abstract 20, as described in Exhibit "A" and delineated in the Exhibit "B", attached.

SECTION 2

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

SECTION 3

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

SECTION 4

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

PASSED AND APPROVED: First reading this 26th day of February, 2024.

PASSED AND APPROVED: Second reading this 25th day of March, 2024.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

METES AND BOUNDS DESCRIPTION
FOR A 81.664 ACRE TRACT OF LAND
EXHIBIT "A"

Being a 81.664 acre tract of land located in the A.M Esnaurizar Survey, Abstract No. 20, Guadalupe County, Texas, being all of a called 52.50 acre tract recorded in Document No. 202399002975, a portion of a called 17.08 acre tract recorded in Document No. 202399002927, and a portion of a called 22.80 acre tract recorded in Document No. 202399002929, Official Public Records, Guadalupe County, Texas, said 81.664 acre tract of land of land being more particularly described as follows:

BEGINNING at a point in the Southeast right of way line of Saengerhalle Road for the North corner of Lot 1, Block 1, Saengerhalle Estates, recorded in Volume 8, Page 451, Map and Plat Records, Guadalupe County, Texas, same point being the Southwestern corner of said 52.50 acre tract recorded in Document No. 202399002975, Official Public Records, Guadalupe County, Texas;

THENCE with the Southeast right of way line of Saengerhalle Road and the Northwest line of said 52.50 acre tract, N 45°35'28" E, a distance of 2818.70 feet to a point for the North corner of said 52.50 acre tract, same point being the West corner of a called 10.37 acre tract, recorded in Document No. 202399002975, Official Public Records, Guadalupe County, Texas, and a corner of the herein described tract;

THENCE departing the Southeast right of way line of Saengerhalle Road, with the Northeast line of said 52.50 acre tract and the Southwest line of said 10.37 acre tract, S 44°24'32" E, continuing over and across a called 17.08 acre tract recorded in Document No. 202399002927, and a called 22.80 acre tract recorded in Document No. 202399002929, Official Public Records, Guadalupe County, Texas, a distance of 1348.98 feet to a point lying in said 22.80 acre tract, for a corner of the herein described tract;

THENCE continuing over and across said 22.80 acre tract, S 00°31'26" W, a distance of 371.37 feet to a point in the Southeast line of said 22.80 acre tract, same line being the Northwest line of a called 7.855 acre tract recorded in Volume 4136, Page 489, Official Public Records, Guadalupe County, Texas, for a corner of the herein described tract;

THENCE with the South lines of said 22.80 acre tract, the Northwest line of said 7.855 acre tract, continuing with the North lines of a called 44.267 acre tract recorded in Volume 2065, Page 566, Official Public Records, Guadalupe County, Texas, the following two (2) calls:

1. S 45°28'01" W, a distance of 1359.29 feet to a point for a corner;
2. N 44°46'14" W, continuing with the Southwest line of the aforementioned 17.08 acre tract, a distance of 802.91 feet to a point in the Southeast line of the aforementioned 52.50 acre tract for the West corner of said 17.08 acre tract, a North corner of said 44.267 acre tract, and a corner of the herein described tract;

THENCE with the Southeast line of said 52.50 acre tract and the Northwest line of said 44.267 acre tract, S 45°29'32" W, a distance of 1193.83 feet to a point in the Northeast line of the remainder of a called 80.16 acre tract recorded in Document No. 202199014318, Official Public Records, Guadalupe County,

Texas, same point being the South corner of said 52.50 acre tract, for a corner of the herein described tract;

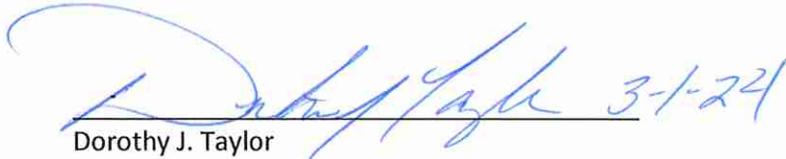
THENCE with the Southwest line of said 52.50 acre tract, the Northeast line of said 80.16 acre remainder tract, continuing with the northeast line of the aforementioned Lot 1, Block 1, Saengerhalle Estates, N 44°17'05" W, a distance of 814.00 feet to the POINT OF BEGINNING, containing 81.664 acres of land in Guadalupe County, Texas.

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

Written March 1, 2024.

Reference exhibit of said 81.664 acre tract of land prepared this same date.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



Dorothy J. Taylor

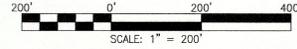
Registered Professional Land Surveyor No.6295

S:\Projects\336 - Rockspring Capital\002 Zoning\81.664 AC. M&B.docx

ZONING EXHIBIT

81.664 ACRE TRACT OF LAND LOCATED IN THE A.M ESNOURIZAR SURVEY, ABSTRACT NO. 20, GUADALUPE COUNTY, TEXAS, BEING ALL OF A CALLED 52.50 ACRE TRACT RECORDED IN DOCUMENT NO. 202399002975, A PORTION OF A CALLED 17.08 ACRE TRACT RECORDED IN DOCUMENT NO. 202399002927, AND A PORTION OF A CALLED 22.80 ACRE TRACT RECORDED IN DOCUMENT NO. 202399002929, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

Exhibit "B"

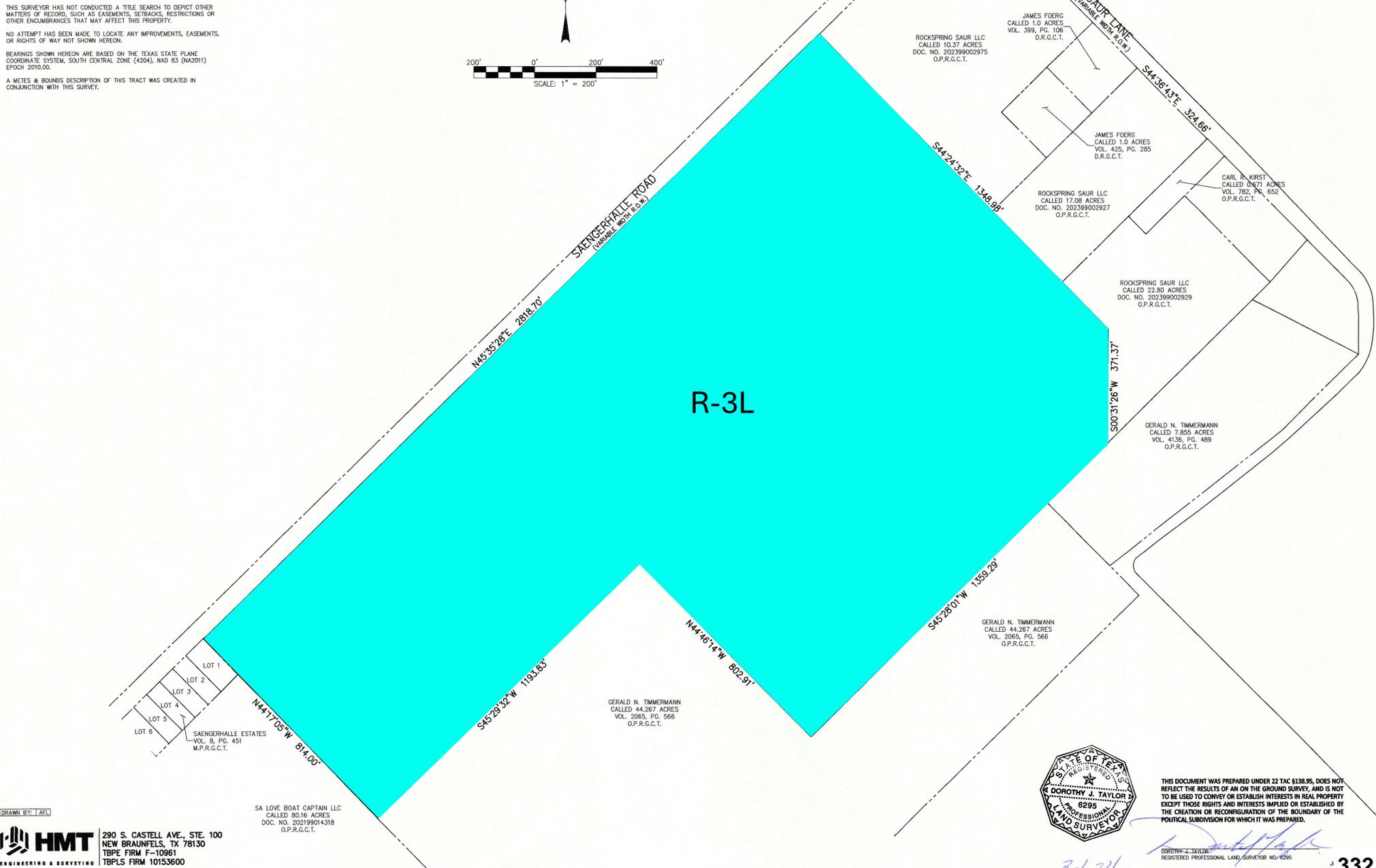


SURVEY NOTES:

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
 THIS SURVEYOR HAS NOT CONDUCTED A TITLE SEARCH TO DEPICT OTHER MATTERS OF RECORD, SUCH AS EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.
 NO ATTEMPT HAS BEEN MADE TO LOCATE ANY IMPROVEMENTS, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.
 BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (NAZ2011) EPOCH 2010.00.
 A METES & BOUNDS DESCRIPTION OF THIS TRACT WAS CREATED IN CONJUNCTION WITH THIS SURVEY.

LEGEND:

- R.O.W. = RIGHT-OF-WAY
- () = RECORD CALLS
- O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS
- M.P.R.G.C.T. = MAP & PLAT RECORDS, GUADALUPE COUNTY, TEXAS
- D.R.G.C.T. = DEED RECORDS, GUADALUPE COUNTY, TEXAS



THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

DOROTHY J. TAYLOR
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6295

DRAWN BY: JRL

HMT
 ENGINEERING & SURVEYING

290 S. CASTELL AVE., STE. 100
 NEW BRAUNFELS, TX 78130
 TBPE FIRM F-10961
 TBPLS FIRM 10153600

5/13/2024

Agenda Item No. A)

SUBJECT:

Deliberate and consider the purchase, exchange, lease, or value of real property, in accordance with Section 551.072 of the Texas Government Code:

1. A-1 SUR-1 AM Esnaurizar, Acres 239.708
2. NBU Headquarters
3. 2602 FM 758

5/13/2024

Agenda Item No. B)

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

- Proposed development agreement with Rockspring Saur, LLC, and related development and roadway matters.