



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



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

MONDAY, MARCH 9, 2026 at 6:00 PM

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

OUR MISSION

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

AGENDA

CALL TO ORDER

CALL OF ROLL: CITY SECRETARY

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

INVOCATION: COUNCILMEMBER EDWARDS

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

PROCLAMATIONS:

- A) Intellectual & Developmental Disabilities Awareness [26-208](#) Month

CITIZENS COMMUNICATIONS

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

1. CONSENT AGENDA

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

Action Items

- A) Approval of the February 23, 2026 city council regular [26-254](#) meeting minutes.
Natalie Baker, Deputy City Secretary
- B) Approval to cancel the second December regular city [26-226](#) council meeting December 28, 2026, and the regular council meeting on May 25, 2026 (Memorial Day).
Gayle Wilkinson, City Secretary
- C) Approval of a professional services agreement with KSA [26-241](#) Engineering for design services in support of the Airport Taxiway Rehabilitation project.
Dr. Robert Lee, Airport Director
- D) Approval of a contract between the City of New [26-268](#) Braunfels and Guadalupe County and a joint election agreement between the City of New Braunfels, Guadalupe County, the City of Selma, City of Universal City, City of Santa Clara, Navarro ISD, Liberty Trails MUD, and Schertz-Cibolo-Universal City, regarding the May 2, 2026, election, and authorizing the City Manager to execute the agreement.
Gayle Wilkinson, City Secretary
- E) Approval of an agreement between the City of New [26-271](#) Braunfels and Comal County regarding election services for May 2, 2026, and authorizing the City Manager to execute the agreement.
Gayle Wilkinson, City Secretary

Ordinances

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

- F) Approval of the second and final reading of an [26-249](#) ordinance, requested by Mark Mott, on behalf of MLM Trust, to rezone approximately 0.73 of an acre out of the Koehler Subdivision, Lot 1B, from APD

(Agricultural/Pre-Development District) to M-1A (Light Industrial District), currently addressed at 190 Old Engel Road.

Christopher J. Looney, AICP, Planning Director

Applicant: Marl Mott, MLM Trust

Owner/Agent: David Durham, Outpost Partners

- G) Approval of the second and final reading an ordinance, [26-250](#) requested by Colum Malcolmson, on behalf of Gladys Timmermann Koepp & Cheryl Timmermann Fonda, to rezone approximately 4 acres out of the Timmermann Subdivision, Lots AAR & ABR, from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) to M-1A AH (Light Industrial Airport Hazard Overlay District), currently addressed at 1239 Barbarosa Road and 1255 Saur Lane.

Christopher J. Looney, AICP, Planning Director

Applicant: Colum Malcolmson

Owners: Gladys Timmermann Koepp & Cheryl Timmermann Fonda

- H) Approval of the second and final reading of an ordinance [26-253](#) requested by Ayo Phillips, and TJ Grossi of Schumann Consulting, on behalf of Deborah and Garry Miller, to rezone approximately 4 acres out of the A M Eznaurizar Survey, Abstract 20, from APD AH (Agricultural/Pre-Development, Airport Hazard Overlay District) to APD AH SUP (Agricultural/Pre-Development, Airport Hazard Overlay District with a Special Use Permit to allow an Assisted Living Facility), currently addressed at 695 Saengerhalle Road.

Christopher J. Looney, AICP, Planning Director

Applicants: Ayo Phillips, and TJ Grossi of Schumann Consulting

Owner: Deborah and Garry Miller

2. INDIVIDUAL ITEMS FOR CONSIDERATION

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

- A) Discuss and possible action approving the petitions [26-206](#) received and validated for the potential creation of a Tourism Public Improvement District (TPID) as authorized by Chapter 372 of the Texas Local Government Code and announce the dates and times of

the public hearings.

Jared Werner, Assistant City Manager

Tanya Pence, President Convention and Visitors Bureau

- B) Discuss and consider approval of a resolution in support [26-252](#) of the regional expansion of State Highway 46 between New Braunfels and Seguin.

Garry Ford, Transportation and Construction Services Director

- C) Discuss and consider the approval of a resolution [25-1536](#) authorizing the City Manager to execute a Chapter 380 Economic Development Agreement with The New Braunfels Hotel Company

Jordan Matney, Deputy City Manager

3. EXECUTIVE SESSION

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

- A) Deliberate issues regarding economic development [26-217](#) negotiations in accordance with Section 551.087 of the Texas Government Code:

1. Gruene 16

2. Project Shoot

- B) Deliberate pending or contemplated litigation, settlement [26-209](#) offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, specifically:

· Landa RV Resort

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

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

3/9/2026

Agenda Item No. A)

City of New Braunfels



Proclamation

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

WHEREAS, it is estimated by the Department of Human Services that roughly one in six children in the United States between the ages of three and seventeen have one or more developmental disabilities; and

WHEREAS, New Braunfels residents with developmental disabilities are valued members of the community as employees, volunteers, entrepreneurs, leaders, loving family members, friends, and positive role models; and

WHEREAS, Intellectual and Developmental Disabilities Awareness Month has been recognized annually in March since its first official designation in 1987, and this year we will celebrate the 35th anniversary of the Americans with Disabilities Act (ADA), which prohibited discrimination against all Americans with disabilities and codified the protection of their civil rights; and

WHEREAS, as we celebrate the countless contributions of individuals from New Braunfels with developmental disabilities, we recognize that there is more work that needs to be done to ensure that ALL are treated equitably and with dignity; and

WHEREAS, this month, the city of New Braunfels joins individuals with developmental disabilities, their advocates, and dedicated organizations in working to ensure that individuals with developmental disabilities and their families can access resources and opportunities to achieve a life of fulfillment.

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

"Intellectual and Developmental Disabilities Awareness Month"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 9th day of March 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

3/9/2026

Agenda Item No. A)

PRESENTER:

Natalie Baker, Deputy City Secretary

SUBJECT:

Approval of the February 23, 2026 city council regular meeting minutes.

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

CALL TO ORDER

Mayor Linnartz called the meeting to order at 6:01 p.m.

CALL OF ROLL: CITY SECRETARY

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

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

INVOCATION: COUNCILMEMBER CAPIZZI

Councilmember Capizzi offered the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

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

PROCLAMATIONS:

A) Proclamation - Brooklyn Houston

Mayor Linnartz read the aforementioned proclamation.

Brooklyn Houston and her family accepted the proclamation. Police Chief Flores also spoke on this proclamation and presented Brooklyn Houston his first Chief's Challenge Coin for 2026.

B) Proclamation - President George Washington Day

Mayor Linnartz read the aforementioned proclamation.

Dr. Hollis accepted the proclamation and addressed council.

C) Proclamation - Engineers Week

Mayor Linnartz read the aforementioned proclamation.

Engineers from the Transportation and Construction Services department were present to receive the proclamation and addressed council.

CITIZENS COMMUNICATIONS

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The following individuals spoke at this time: Stanley Laskowski, Danae Delaney, Jim Holster, Steve Ceh.

1. CONSENT AGENDA

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

Action Items

- A) Approval of the February 2, 2026 city council special meeting minutes, and the February 9, 2026 city council regular and executive session meeting minutes.
- B) Approval of the appointment of Will Henry to fill the unexpired term on the Planning Commission with a term ending 05-31-2028.
- C) Approval of the appointment of James Tipton and Greg Latimer for the two (2) seats on the Roadway Impact Fee Advisory Committee with terms expiring 5-31-2028 and David Speicher with a term expiring 5-31-2027.
- D) Approval to renew the following annual contracts, as allowed for by their contract language and in accordance with City Charter Section 9.17: Pristine Rivers, Brauntex Materials, Inc, Asphalt Inc, Langley & Banack, Crowe, LLP
- E) Approval of amended bylaws for the Landa Park Golf Course Advisory Board.

Resolutions

- F) Approval of a resolution to accept up to \$420,000 in grant funding from The Recycling Partnership, Inc. to support a comprehensive residential recycling education and outreach initiative and authorizing the City Manager to execute all documents associated with the grant agreement.

Ordinances

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

- G) Approval of a second and final reading of an ordinance amending park operating hours Sec. 86-3 - Rules and regulations for control of park and recreation areas.
- H) Approval of a second and final reading of an ordinance adopting the Youth Program Standards of Care for the Parks and Recreation Department.
- I) Approval of the second and final reading of an ordinance to amend the City's Code of Ordinances, Chapter 66 Historic Preservation, Section 66-57.1, Incentives.
- J) Approval of the second and final reading of an ordinance to amend Section 126-346 of the Code of Ordinances of the City of New Braunfels to restrict parking on Willowbrook.
- K) Approval of the second and final reading of an ordinance amending City of New Braunfels Code of Ordinances Section 118-46(y) Traffic Impact Analysis.
- L) Approval of the second and final reading of an ordinance amending Appendix D of the New Braunfels Code of Ordinances to adopt new fees for Traffic Impact Analysis Services.

Approval of the Consent Agenda

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

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

2. INDIVIDUAL ITEMS FOR CONSIDERATION

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

- A) Public hearing and first reading of an ordinance requested by Ayo Phillips, and TJ Grossi of Schumann Consulting, on behalf of Deborah and Garry Miller, to rezone approximately 4 acres out of the A M Eznaurizar Survey, Abstract 20, from APD AH (Agricultural/Pre-Development, Airport Hazard Overlay District) to APD AH SUP (Agricultural/Pre-Development, Airport Hazard Overlay District with a Special Use Permit to allow an Assisted Living Facility), currently addressed at 695 Saengerhalle Road.

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this item to council using a power point presentation. Christopher Looney introduced TJ Grossi, a representative of the applicant, who also presented to council and answered questions. Ayo Phillips and his wife, the applicants, addressed council as well and answered questions.

The following individual spoke at this time: Garry Miller, property owner.

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

- B) Public hearing and first reading of an ordinance, requested by Mark Mott, on behalf of MLM Trust, to rezone approximately 0.73 of an acre out of the Koehler Subdivision, Lot 1B, from APD (Agricultural/Pre-Development District) to M-1A (Light Industrial District), currently addressed at 190 Old Engel Road.

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this item to council using a power point presentation.

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

- C) Public hearing and first reading of an ordinance, requested by Colum

Malcolmson, on behalf of Gladys Timmermann Koepp & Cheryl Timmermann Fonda, to rezone approximately 4 acres out of the Timmermann Subdivision, Lots AAR & ABR, from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) to M-1A AH (Light Industrial Airport Hazard Overlay District), currently addressed at 1239 Barbarosa Road and 1255 Saur Lane.

Mayor Linnartz read the aforementioned item.

Councilmember Edwards recused himself after Mayor Linnartz read the item, and left council chambers.

Christopher Looney presented this item to council using a power point presentation. Christopher Looney introduced the applicant, Colum Malcomson, who also addressed council and answered questions.

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

Recused:

Councilmember Edwards

3. PRESENTATIONS:

A) Presentation on a Downtown Parking Update

Mayor Linnartz read the aforementioned item.

Jeff Jewell presented this item to council using a power point presentation and answered questions. Jeff Jewell introduced Tony Janowiec from Interstate Parking, who presented and answered questions.

The following individuals spoke at this time: Dave Cinotto, Christina Cinotto, David Ozuna, and Clarissa DeSanto.

Robert Camareno asked council to deliberate and provide feedback for city staff so that different options may be presented at a different date. City Council requested city staff to look into the following: combining resident river parking with downtown parking, comparisons of allowing two hours free parking versus one hour free, validation services in collaboration with downtown businesses, and the prospect of additional spaces throughout downtown.

No action was taken at this time.

4. EXECUTIVE SESSION

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

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

There were no executive session items.

No action was taken at this time.

ADJOURNMENT

Mayor Linnartz adjourned the meeting at 8:42 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

3/9/2026

Agenda Item No. B)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Approval to cancel the second December regular city council meeting December 28, 2026, and the regular council meeting on May 25, 2026 (Memorial Day).

DEPARTMENT: City Secretary

COUNCIL DISTRICTS IMPACTED: All districts

BACKGROUND INFORMATION:

Historically, City Council has cancelled the second regular city Council meeting in December (December 28th) due to its proximity to the holiday. Memorial Day (May 25th) falls on a regularly scheduled council meeting and will need to be cancelled due to this day being a holiday the city recognizes for its employees.

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

Staff recommends approval.

3/9/2026

Agenda Item No. C)

PRESENTER:

Dr. Robert Lee, Airport Director

SUBJECT:

Approval of a professional services agreement with KSA Engineering for design services in support of the Airport Taxiway Rehabilitation project.

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

City Council recently authorized the application for funding for the Airport Infrastructure Grant program for the New Braunfels National Airport Pavement Rehabilitation Engineering and Design Project. The New Braunfels National Airport has infrastructure (runways and taxiways) that have operated since the US Army Air Corp built the airfield in 1940. Current taxiways need preventive maintenance to ensure continued operations. Recent projects at the Airport have addressed Runway 17-35, the north ramp, Taxiway A, and a repair to Runway 13-31. The current project will now focus on Taxiways A, F, and E.

Staff are ready to issue the engineering and design agreement to KSA Engineering. KSA is qualified through the Texas Department of Transportation Aviation Division. A grant will provide ninety-five percent (95%) of the costs with a five percent (5%) match by the Airport. The fee for the supporting scope of work is a not-to-exceed of \$285,457. This project is in final scoping which will cover engineering services through final design, administration support required by the grant, and bid phase services. The duration for this project is 20 weeks, which supports the project from notice to proceed through the bidding phase.

ISSUE:

Rehabilitation efforts are necessary for approximately 37,000 square yards of taxiways A, A1, E, and F to preserve pavement integrity, reduce foreign object debris, and extend the service life of the airfield infrastructure.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

Airport Infrastructure Grant funding will cover 95% of eligible project costs for the New Braunfels National Airport: Pavement Rehabilitation Engineering and Design Project. The total project cost is scoped at a not-to-exceed of \$285,457, with \$271,184 funded through the grant and the remaining \$14,273 will be supported by the Airport Fund.

RECOMMENDATION:

Staff recommends approval of a professional services agreement with KSA Engineering for design services in support of the Airport Taxiway Rehabilitation Project.

3/9/2026

Agenda Item No. D)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Approval of a contract between the City of New Braunfels and Guadalupe County and a joint election agreement between the City of New Braunfels, Guadalupe County, the City of Selma, City of Universal City, City of Santa Clara, Navarro ISD, Liberty Trails MUD, and Schertz-Cibolo-Universal City, regarding the May 2, 2026, election, and authorizing the City Manager to execute the agreement.

DEPARTMENT: City Secretary

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

The Texas Election Code and the Texas Education Code provide provisions for School Districts to enter into agreements with municipalities to hold elections jointly to serve affected voters adequately and conveniently by providing common polling locations.

The attached agreement will allow for the City of New Braunfels, Guadalupe County, the City of Selma, City of Universal City, City of Santa Clara, Navarro ISD, Liberty Trails MUD, and Schertz-Cibolo-Universal City for the May 2, 2026, Election. Additionally, the agreement will provide for common election day polling locations.

FISCAL IMPACT:

The cost estimate for an election is approximately \$15,010 for election workers, supplies, and training (This amount is subject to change after the polling places are established).

RECOMMENDATION:

Staff recommends approval of this item.



CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between the Interim Elections Administrator of Guadalupe County, Texas (“ Interim Elections Administrator”) and the **CITY OF NEW BRAUNFELS** hereinafter referred to as “Political Subdivision,” pursuant to Texas Election Code Sections 31.092(a) for an election to be held on MAY 2, 2026.

Said Political Subdivision is holding an Election, at their expense on MAY 2, 2026.

The County owns an electronic voting system, the Express Vote Universal Voting System for Early Voting, Election Day voting, and Early Voting by Mail, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County’s electronic voting system and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

GENERAL PROVISIONS

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters. For purposes of this Contract the term “Election” will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Interim Elections Administrator of Guadalupe County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. The Political Subdivision agrees to pay Guadalupe County for equipment, supplies, services, and administrative costs as provided in this Contract.
- C. The Interim Elections Administrator shall serve as the administrator for the Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Interim Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.
- D. The Interim Elections Administrator has the right to enter into agreements with other entities at any time and may require that authorities of the Political Entity holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Political Subdivision agrees to enter into a joint election agreement required by Guadalupe County.
 - I. **RESPONSIBILITIES OF INTERIM ELECTIONS ADMINISTRATOR.** The Interim Elections Administrator shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:
 - A. **Nomination of Presiding Judges and Alternate Judges.** The Interim Elections Administrator shall recommend appointment of Election Day presiding and alternate judges, central accumulation

station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Interim Elections Administrator shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Interim Elections Administrator. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Interim Elections Administrator shall ensure that a bilingual election clerk is appointed. The Interim Elections Administrator shall notify the clerks of the same information that the judges receive under this section.

C. Election Training. The Interim Elections Administrator shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the voting system and the conduct of elections, including qualifying voters, issuing ballots, maintaining order at the polling location, and conducting provisional voting.

D. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the Interim Elections Administrator, the tabulation supervisor, and the other members the Interim Elections Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Interim Elections Administrator shall also be responsible for the publication of the required notice of such testing.

E. Election Supplies. The Interim Elections Administrator shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

F. Registered Voters List. The Interim Elections Administrator shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

G. Notice of Previous Polling Place. The Interim Elections Administrator shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.

H. **Ballots.** The Interim Elections Administrator or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the Political Subdivision, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions.

I. **Applications for Mail Ballots.** The Political Subdivision and Interim Elections Administrator agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 3251 North State Hwy 123, Seguin, Texas 78155 or P.O. Box 1346, Seguin, Texas 78156 are the early voting clerk's mailing addresses to which ballot applications and ballots voted by mail shall be sent for the Political Subdivision.

J. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Interim Elections Administrator shall serve as the Early Voting Clerk for the Election.

1. The Interim Elections Administrator shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Interim Elections Administrator shall receive mail ballot applications on behalf of the Political Subdivision. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Interim Elections Administrator or deputies at the Elections Office located at 3251 North State Hwy 123 Seguin, Texas 78155. Applications for mail ballots sent to the Political Subdivision shall be promptly faxed to the Interim Elections Administrator at (830)303-6373 or emailed to earlyvotingclerk@co.guadalupe.tx.us for timely processing and then the original application forwarded to the Interim Elections Administrator for proper retention.
3. Early voting ballots shall be secured and maintained at the Elections Office at 3251 North State Hwy 123., Seguin, Texas 78155. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and dates and at the locations as determined by the Interim Elections Administrator in consultation with the Political Subdivision and in accordance with the Texas Election Code.

K. **Election Day Activities.**

1. The Interim Elections Administrator and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Interim Elections Administrator and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

3. The Interim Elections Administrator and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
 4. Election Day polling locations are determined by the Interim Elections Administrator and in accordance with the Texas Election Code. The Interim Elections Administrator shall arrange for the use of all polling places and shall arrange for the setting up of the polling location.
- L. **Election Night Reports.** The Interim Elections Administrator shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the Political Subdivision via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Interim Elections Administrator will post all reports for public review on the Guadalupe County Elections website at www.co.guadalupe.tx.us/elections.
- M. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Interim Elections Administrator, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide information on each of the voters' status. The Interim Elections Administrator shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- N. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Interim Elections Administrator shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the Political Subdivision. These reports will serve as the canvass materials for the Political Subdivision. The title of these reports will be changed to official upon notification to the Interim Elections Administrator of the completion of the canvass. Official reports will be sent to the Political Subdivision upon completion of canvass and posted on the Elections Office website for archival.
- O. **Custodian of Election Records.** The Early voting Daily Roster as well as the Election Day Roster and Election results will be submitted to the Political subdivision as soon as practicable upon request. For the Early Voting Daily Roster, same will be provided the next business day after each day of Early Voting upon request. All other Election records will be maintained by the Interim Elections Administrator as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Interim Elections Administrator is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

Access to the election records shall be available to each participating political subdivision as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Interim Elections

Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Interim Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating political subdivision to bring to the attention of the Interim Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

P. Recount.

1. The Political Subdivision shall advise the Interim Elections Administrator if a recount is required by law or requested, and the Interim Elections Administrator and the Political Subdivision shall discuss how such a recount is to be conducted. The Political Subdivision shall reimburse the Interim Elections Administrator for the cost of such a recount, which is not included in the original cost estimate.

Q. Schedule for Performance of Services. The Interim Elections Administrator shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

R. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Interim Elections Administrator is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Interim Elections Administrator and reimbursed by the Political Subdivision.

S. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Guadalupe County will be precleared through the United States Department of Justice by the Interim Elections Administrator with copies of the submission and response e-mailed to the Political Subdivision.

II. RESPONSIBILITIES OF THE POLITICAL SUBDIVISION. The Political Subdivision shall perform the following responsibilities:

A. Election Orders, Election Notices, and Canvass. The Political Subdivision shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the Political Subdivision of all actions necessary to call the Election. The Political Subdivision shall be responsible for conducting the official canvass of the Election.

B. Map/Annexations. The Political Subdivision shall provide the Interim Elections Administrator with an updated map and street index (including address numbers) of its jurisdiction in and electronic or printed format and shall advise the Interim Elections Administrator in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

- C. **Department of Justice Preclearance for Special Elections.** If required by law, the Political Subdivision shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- D. **Ballot Information.** The Political Subdivision shall prepare the text for the Political Subdivisions official ballot in English and Spanish and provide to the Interim Elections Administrator as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The Political Subdivision shall promptly review for correctness the ballot when requested by the Interim Elections Administrator to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. **Precinct Reports to the Texas Secretary of State.** If a joint election is conducted with Guadalupe County, and the Political Subdivision is wholly contained within Guadalupe County, the Interim Elections Administrator will file the precinct-by-precinct report with the Texas Secretary of State for elections conducted by the Guadalupe County Elections Office. If no joint election is conducted with Guadalupe County or if the Political Subdivision lies within multiple counties, then, utilizing the information provided by the Interim Elections Administrator, the Political Subdivision shall prepare, and file all required precinct by precinct reports with the Texas Secretary of State.
- F. **Annual Voting Report.** The Political Subdivision shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Interim Elections Administrator and the Political Subdivision that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Interim Elections Administrator shall compensate all Election workers in accordance with the Interim Elections Administrator established compensation policies, in accordance with the Texas Election Code and using the rates set by the Guadalupe County Commissioners Court for county elections. The Interim Elections Administrator shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Interim Elections Administrator, the Political Subdivision will be charged a share of the Election costs and an administrative fee. The cost distribution is set forth in the Joint Election Agreement. The estimated costs to be paid by the Political Subdivision are set forth in the Cost Estimate.

B. **Administrative Fee.** The Interim Elections Administrator shall charge a fee equal to 10% of the Political Subdivision's share of the cost of the Election or a minimum of \$75.00.

C. **Payment.** The Interim Elections Administrator's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the Political Subdivision.

V. **MISCELLANEOUS PROVISIONS**

A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the Election is to be filed.
2. The officers who conduct the official canvass of the Election returns.
3. The authority to serve as custodian of voted ballots or other Election records; or
4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

B. **Cancellation of Election.** The Political Subdivision may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 – 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. The Political Subdivision is fully liable for any expenses incurred by Guadalupe County on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

C. **Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Guadalupe County, Texas.

D. **Election to Resolve a Tie.** If an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The Political Subdivision and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
2. The Political Subdivision will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the Election will be borne by the Political Subdivision; the Interim Elections Administrator will work with the Political Subdivision on cost management.

- E. **Amendment/Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto.
- F. Both the Interim Elections Administrator and the Political Subdivision may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Interim Elections Administrator and the governing body of the Political Subdivision or its authorized agent, respectively.
- G. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.
- H. In the event that legal action is threatened and/or filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, separate and independent legal counsel for the County, the Interim Elections Administrator and additional election personnel as necessary.
- I. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
- J. The parties agree that under the Constitution and laws of the State of Texas, neither Guadalupe County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
- K. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Guadalupe County, Texas.
- L. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- M. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
- N. **Force Majeure.** If the performance of the Agreement is adversely restricted or if either party is unable to conform to any obligation by reason of any Force Majeure Event then, the party affected, upon giving prompt written notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such restriction (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected shall use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease. "Force Majeure Event" means any failure or delay caused by or the result of causes beyond the reasonable control of a party or its service providers that could not have been avoided or corrected through the exercise of reasonable diligence, including natural catastrophe, internet access or related problems beyond the demarcation point of the party's or its applicable infrastructure provider's facilities, state-sponsored malware or state-sponsored cyber-attacks, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction

over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war, or other similar occurrence. If a party fails to fulfil its obligations as a result of such restriction for a period of more than thirty (30) days, then the other party may terminate the affected Services without liability.

- O. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Interim Elections Administrator and the Political Subdivision designate the following individuals for submission of information, documents and notice:

For the Guadalupe County Elections Office:

For the POLITICAL SUBDIVISION:
CITY OF NEW BRAUNFELS

Michelle Shields

Name Gayle Wilkinson, TRMC

Interim Elections Administrator

Title City Secretary/City Administration

3251 North State Hwy 123

Address 550 Landa St.

Seguin, Texas 78155

City, State and Zip New Braunfels, Tx 78130

Tel: (830) 303-6363

Tel. 830-221-4006

Fax: (830) 303-6373

Email: GWilkinson@newbraunfels.gov

Email: michelle.shields@guadalupe.tx.gov

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It has on this _____ day of _____, 2026, been executed on behalf of Guadalupe County by the Elections Administrator pursuant to the Texas Election Code so authorizing; and

2. It has on this _____ day of _____, 2026, been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing.

GUADALUPE COUNTY, TEXAS

ATTEST:

By: _____
Michelle Shields
Interim Elections Administrator

By: _____
Presiding Officer/Authorized Representative

GUADALUPE COUNTY ELECTIONS OFFICE

COST ESTIMATE

CITY OF NEW BRAUNFELS

**MAY 2, 2026
GENERAL / SPECIAL ELECTIONS**

To be Determined Guadalupe County Early Voting and Election Day Locations

Item #	Costs/Services	Estimate
1.	Ballots (printing, postage, processing of mail ballots; sample and provisional ballots)	\$ 276.24
2.	Electronic voting system programming and testing	1,139.50
3.	Publication of Electronic Voting Equipment Test and Notice of Election	29.83
4.	Election kits (Supplies, Maps, Laptops, Printers, Cell Phones, etc.)	695.54
5.	Rental of voting equipment	3,946.34
6.	Preparation and transportation of voting equipment	986.58
7.	Polling place rental	197.32
8.	Election Day Personnel	1,136.54
9.	Early Voting Personnel	5,000.80
10.	Early Voting Ballot Board Personnel	138.12
11.	Central Counting Station Personnel	98.66
12.	County Election Services Contract Administrative Fee	1,364.55
13.	*TOTAL ESTIMATED ELECTION COSTS:	15,010.02

Michelle Shields

MICHELLE SHIELDS
Interim Guadalupe Co. Elections Administrator
3251 N. Hwy 123
Seguin, TX 78155
830-303-6363 (Office)
830-303-6373 (Fax)
lisa.hayes@co.guadalupe.tx.us

DATE: 11/21/2026

*Please note, that this is an estimate and subject to change based on the number of jurisdictions contracting for the Election. Actual Expenses will be billed and may vary from this estimate. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the participating authorities based on a ratio formula involving the total number of registered voters eligible to vote in the Joint Election and the number of registered voters belonging to the participating authorities for the Joint Election. The participating authorities will be responsible for their percentage of the cost or a minimum cost of \$500.00, whichever is greater.

**JOINT ELECTION AGREEMENT AND ELECTION SERVICE CONTRACT
BETWEEN**

GUADALUPE COUNTY, TEXAS

AND

**CITY OF SELMA, CITY OF UNIVERSAL CITY, CITY OF SANTA CLARA, CITY NEW BRAUNFELS,
NAVARRO ISD, LIBERTY TRAILS MUD, SCHERTZ-CIBOLO-UNIVERSAL CITY**

**FOR THE CONDUCT OF A JOINT ELECTION TO BE HELD
SATURDAY MAY 2, 2026**

This Joint Election Agreement and Election Service Contract is made this 2nd Day of March, 2026, by and between Guadalupe County Interim Elections Administrator hereinafter referred to as Interim "EA", and the

**CITY OF SELMA, CITY OF UNIVERSAL CITY, CITY OF SANTA CLARA, CITY NEW BRAUNFELS,
NAVARRO ISD, LIBERTY TRAILS MUD, SCHERTZ-CIBOLO-UNIVERSAL CITY**

WHEREAS, pursuant to Texas Election Code Section 271.002, governing bodies of political subdivisions may enter into an agreement to hold joint elections in election precincts that Can be served by common polling places

WHEREAS, the Cities, Schools and Other Political Subdivisions Elections will be held on May 2, 2026, in 7 Countywide Polling Places (Vote Centers). Parties to this agreement serve voters within some of the same boundaries and it would be beneficial for them and the citizens and voters of their governing bodies to hold elections jointly.

NOW, THEREFORE, IT IS AGREED that a joint election will be conducted by Interim EA on behalf of the Participating Authorities under the following terms and conditions:

THIS AGREEMENT is subject to the written approval of all parties and shall not be binding on the parties until such written approval is obtained.

THIS AGREEMENT will require the Interim EA to be appointed the Joint Early Voting Clerk.

THIS AGREEMENT will require the Participating Authorities to use joint ballots, when applicable.

THIS AGREEMENT requires the Participating Authorities to share costs associated with this Joint Election proportionally where polling places are shared by more than one entity.

THIS AGREEMENT requires the Participating Authorities to be responsible for ordering it's own election and publishing notice of the elections separately. The cost to publish the notices will be the responsibility of each individual entity.

THIS AGREEMENT will require joint Early Voting and Election Day locations, dates, and times to be used by the Participating Authorities.

THIS AGREEMENT will require the Interim EA to tabulate the precinct results and canvassing separately for each Participating Authority. The results will be delivered to each entity by email, facsimile or mail.

THIS AGREEMENT will require the Interim EA to be responsible for performing the following duties and to furnish the following services and equipment pursuant to the election services contract with Guadalupe County:

1. Recommend election judges, alternate judges and clerks.
2. Pay election judges and other election workers.
3. Procure and distribute all necessary election supplies.
4. Supply all necessary voting equipment; transport equipment to and from the polling Locations and prepare the voting equipment for use at the polling locations.
5. Issue Writs of Election to the election judges appointed.
6. Perform early Voting clerk duties.
7. Publish the legal notice of the date, time and place of the electronic tabulating equipment test and conduct such test and provide copies to entities.
8. Arrange for the use of a central counting station and for the tabulating personnel needed at the counting station and assist in the preparation of programs and the test materials for tabulation of the ballots to be used with electronic voting equipment.
9. Assist in providing the general overall supervision of the election and will Provide to the Canvassing Authority the prescribed election records and reports as required when a central counting station is used:
 - a. Canvassing Summary Report,
 - b. Accumulated totals Report of early voting and Election Day, and
 - c. Electronically submit results to the Secretary of State.
10. Voting System to be used:
 - a. Express Vote Ballot Marking Device and DS200 Digital Ballot Scanner for In-Person Voting, Early and Election Day
 - b. Express Touch DRE for Curbside Voting, for In-person Voting, Early and Election Day
 - c. DS450 Ballot Digital Ballot Scanner for mail ballot tabulation at the Central Counting Station

GENERAL CONDITIONS

1. EARLY VOTING

- A. Michelle Shields, Interim Elections Administrator, will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the main and branch locations. The names of Early Voting Clerks may be obtained from the Interim EA.
- B. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting polling place or the branch early voting polling places at the times listed in **Attachment "A"** of this Agreement.
- C. All requests for Early Voting ballots by mail that are received by participating Authority will be transported by runner on the day of receipt to the Interim EA, 3251 N. State Hwy 123, Seguin, TX 78155, for processing. Persons voting by mail will send their voted ballots to Interim EA.
- D. All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. Interim EA will appoint members of the board and provide a list of members to the participating authority upon request. Participating authority agrees to appoint Mary Jane Bandin as presiding judge of the early voting ballot board.

2. VOTING LOCATIONS

2. VOTING LOCATIONS

- A. Guadalupe County has been approved to use Vote Centers for the May 2, 2026 Election, allowing Guadalupe County registered voters to vote at any Guadalupe County Election Day Voting Location, regardless of the precinct in which they reside.

Interim EA shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be the usual voting precincts in conducting county elections. The proposed locations are listed in **Attachment "B"** of this Agreement. In the event a voting location is not available, the Interim EA will arrange for use of an alternate location and notify Participating Authorities.

3. JOINT ELECTION COSTS: PAYMENT

- A. Costs. Each Participating Authority remains responsible for all costs associated with their respective elections.
- B. Cancellation. In the event any of the parties to this Agreement cancel their election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, the remaining parties shall be responsible for their respective elections, including all associated costs. The canceling party(s) shall be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to that Participating Authority. In the event that a party cancels its election, the other parties shall continue to have access to the polling locations.
- If an election is to be canceled by one of the parties, notice will be given to all parties within two (2) days of cancellation.

4. GENERAL PROVISIONS

- A. Communication: Throughout the term of this Agreement, the Participating Authorities will engage in ongoing communications concerning the conduct of the Joint Election and discuss and resolves any problems which might arise regarding the Joint Election.
- B. Effective Date: This Agreement takes effect upon the complete execution of this Agreement by all Participating Authorities.
- C. To the extent the geographical boundaries of the political subdivision extend into a county other than Guadalupe County, Texas, the obligations of the Interim EA contained in this contract are contingent upon the political subdivision and/or the other county complying with all state or federal requirements for the establishment of polling locations. With respect to election services for the political subdivision provided by the Interim EA relative to polling locations outside of Guadalupe County, Texas, the Interim EA's obligations herein are limited strictly to providing election services for the political subdivision who is a signatory to this agreement.

5. RECORDS OF THE ELECTION

- A. Michelle Shields, Interim Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 217.010 of the Texas Election Code.

- B. Access to the election records will be available to participating Authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 3251 N. State Hwy 123, Seguin, TX, at any time during normal business hours.
- C. Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each participating authority, and in accordance with the provisions of Title 6, Subtitle C, Chapter's 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, Interim EA shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the participating authority to bring to the attention of the Interim EA any notice of any pending election contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- D. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, Interim EA shall supply a written cost estimate for storage to requesting participant.

6. MISCELLANEOUS PROVISIONS

- A. Venue and Choice of Law: Participating Authorities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Guadalupe County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- B. Entire Agreement: This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersede all prior agreements, including prior election services contracts relating to each Participating Authority's November 7, 2023 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C. Severability: If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D. Breach: In the event that any Participating Authority breaches any of its obligations under this Agreement, the non-breaching party(s) shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Authority is entitled under statutory or common law.
- E. Other Instruments: The Participating Authorities agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- F. Mediation: When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within

mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code, unless all parties agree, in writing, to waive confidentiality. Notwithstanding the foregoing the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act, whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

- G. Amendment/Modification: Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any Participating Authority has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Authority.
- H. Counterparts: This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

7. ELECTION JUDGES, CLERKS AND OTHER ELECTION WORKERS

- A. Interim EA will be responsible for the appointment of the presiding judge and an alternate for each polling location. Interim EA shall arrange for the training and compensation of all presiding judges and clerks. The names of Elections Judges may be obtained by contacting the Interim EA.
- B. In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2010 census statistics, are required to have interpreter assistance. If a presiding judge is not bilingual and is unable to locate a bilingual clerk, Interim EA may contact the participating authority who shall assist in locating a bilingual clerk.
- C. Interim EA is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to ensure that all election Judges appointed for the joint election are eligible to serve. The presiding judge, with the Elections Office assistance, will be responsible for ensuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.
- D. No election judge will be appointed unless he/she has attended an election judge training session taught by the Elections Office in the past eighteen (18) months.
- E. The election judges are responsible for picking up election supplies at the time and place determined by Interim EA (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$14.00 per hour, and each clerk will receive \$12.00 per hour for their hours worked on Election Day. The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site Election. Election judges and clerks attending a training class on Election Law Procedures will receive a one-time stipend of \$35.00 for attending the class and working Election Day.
- F. Interim EA will employ other personnel, if necessary, for the proper administration of the election, including such part-time help to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the central counting station and regional sites on election nights will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

10. ELECTION EXPENSES

- A. The participating authorities agree to share the costs of administering the May 2,2026 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the participating authorities based on a ratio formula involving the total number of registered voters eligible to vote in the Joint Election and the number of registered voters belonging to the participating authorities for the Joint Election. The participating authorities will be responsible for their percentage of the cost or a minimum cost of \$500.00, whichever is greater. A sample of the estimated ratio is included in **Attachment "C"** of this **Agreement**, and this **Percentage** is subject to change based on total eligible registered voters for the election and the entities participating in the Joint Election. **The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.**
- B. Any estimate of election costs is strictly an estimate. Final election expenses will be determined within 120 business days after the election. Interim EA will provide each participating authority with a final invoice of expenses.

11. ELECTION REPORTS

Interim EA will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating authority each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating authority. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

12. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The Interim EA will provide the designated entity in the runoff election with an estimate of cost to conduct participating authority's runoff.

13. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it was shown below:

If to the Interim Elections Administrator:

Michelle Shields
Guadalupe County Interim Elections Administrator
3251 State Hwy 123
Seguin, TX 78155
830-303-6363

If to the Participating Authority:

Name: Gayle Wilkinson
City Secretary/Adminstration

Title: **City of New Braunfels**

Mailing Address :550 Landa St.
New Braunfels, Tx 78130

14. This contract may be executed in multiple originals.

May 2, 2026 JOINT AGREEMENT ACCEPTANCE AND APPROVAL

Recommended for approval by:

Michelle Shields
Guadalupe County Interim Elections Administrator

ACCEPTED AND AGREED TO BY PARTICIPATING AUTHORITY:

ATTEST: _____

May 2, 2026
(2 DE MAYO, 2026)

GENERAL AND SPECIAL ELECTIONS
(ELECCION GENERALES Y ESPECIALES)

Early Voting Dates and Hours
(Fechas y Horarios de Votaci6n Anticipada)

Monday, April 20th	8:00 a.m. to 5:00 p.m.
<i>Lunes, 20 de Abril, 2026</i>	<i>8:00 de la mafiana a las 5:00 de la tarde</i>
Wednesday, April 22nd through Friday, April 24th, 2026	8:00 a.m. to 5:00 p.m.
<i>Miercoles, 22 de Abril hasta el Viernes, 24 de Abril, 2026</i>	<i>8:00 de la mafiana a las 5:00 de la tarde</i>
Saturday, April 25th, 2026	10:00 a.m. to 6:00 p.m.
<i>Sabado, 25 de Abril, 2026</i>	<i>10:00 de la mafiana a las 6:00 de la tarde</i>
Monday, April 27th through Tuesday, April 28th, 2026	7:00 a.m. to 7:00 p.m.
<i>Lunes, 27 de Abril hasta el martes, 28 de Abril de 2026</i>	<i>7:00 de la mafiana a las 7:00 de la tarde</i>

Main Early Voting Polling Location
(Lugar Principal de Votaci6n Anticipada)

ELECTIONS OFFICE
3251 N Hwy 123, Seguin, TX 78155
830-303-6363

Emergency and Limited ballots available only at the main location. (Bo/etas limitadasy de emergencia solamente estan disponibles en este lugar.)

Locations of Branch Early Voting Polling Locations
(Lugar de las Sucursales de Votaci6n para la Votaci6n Anticipada)

REDEMPTIVE GRACE MINISTRIES	2240 FM 725, New Braunfels, TX
SCHERTZ ANNEX	1101 ELBEL RD, Schertz, TX
SELMA CITY HALL	9375 Corporate Dr., Selma, TX
MARION ISD-TONDRE RM	500 Bulldog Lane, Marion, TX

Applications for Ballot by Mail shall be mailed to: (Las solicitudes para boletas que se votaran adelantada par correo deberan enviarse a:) Michelle Shields, Early Voting Clerk, 3251 N Hwy 123, Seguin, Texas 78155 or P. O. Box 1346, Seguin, TX 78156-1346. earlyvotingclerk@co.guadalupe.tx.us

Applications for Ballots by Mail must be received no later than the close of business on April 20, 2026. (Las solicitudes para boletas que se votaran adelantada par correo deberan recibirse para elfin de las horas de negocio el 20 de Abril 2026.

GENERAL AND SPECIAL ELECTIONS
(ELECCION GENERAL Y ESPECIAL)
May 2, 2026
(2 de Mayo, 2026)
Election Day Polling Locations
Polls Open from 7:00 a.m. to 7:00 p.m.

Guadalupe County will be using Vote Centers for the May 2, 2026, Elections. Any Guadalupe County registered voter can vote at any Guadalupe County Election Day Location, regardless of the precinct in which they reside.

(El condado de Guadalupe utilizara los centros de votaci6n para las elecciones def 2 de mayo de 2026. Cualquier votante registrado en el condado de Guadalupe puede votar en cualquier lugar def dia de las elecciones def condado de Guadalupe, independientemente def distrito electoral en el que resida.)

VC #20	Seguin Elections Office, 3251 N State Hwy 123, Seguin
VC #10	Redemptive Grace Ministries, 2240 FM 725, New Braunfels
VC #23	Elections Office Annex 1101 Eibel Rd., Schertz
VC #25	Selma City Hall 9375 Corporate Dr., Selma
VC #31	Marion ISD Tondre Room, 500 Bulldog Ln., Marion
VC #16	Geronimo VFW Post 8456 6808 N. Sate Hwy 123, Seguin

May 2, 2026
Joint Election *Estimated* Entity Percentage
based on November 2025 voter registration numbers

Entity	Registered Voters	% Share
City of Santa Clara	803	0.94%
Navarro ISO	11,217	13.18%
City of New Braunfels	16,021	18.838%
Liberty Trail MUD	2	.002%
City of Universal City	276	0.32%
City of Selma	2,207	2.59%
Schertz-Cibolo-Universal City	54,569	64.13%
TOTAL	85,095	100%

3/9/2026

Agenda Item No. E)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Approval of an agreement between the City of New Braunfels and Comal County regarding election services for May 2, 2026, and authorizing the City Manager to execute the agreement.

DEPARTMENT: City Secretary

BACKGROUND INFORMATION:

This agreement allows for entities within Comal County to utilize the County's election equipment via uniformity of equipment and procedures.

FISCAL IMPACT:

The cost estimate for an election is between \$10,000 and \$20,000 for election workers, supplies, and training (This amount is subject to change after the polling places are established).

RECOMMENDATION:

Staff recommends approval of the item.



Cynthia Jaqua

Comal County Elections Coordinator

396 N. Seguin Ave. New Braunfels, Texas 78130

Phone: 830-221-1352

Fax: 830-608-2013

Email: jaquac@co.comal.tx.us

February 6, 2026

City of New Braunfels
CONTRACT FOR ELECTION SERVICES
May 2, 2026 General Election

This contract for election services made by and between **City of New Braunfels** hereinafter called ENTITY and **Bobbie Koepp, Comal County Clerk**, hereinafter called CONTRACTING OFFICER is based on the following:

The ENTITY and CONTRACTING OFFICER have determined that it is in the public interest of the inhabitants of the ENTITY that the following contract be made and entered into for the purpose of having the CONTRACTING OFFICER furnish the ENTITY certain election services and equipment needed by the ENTITY for their May 2, 2026 General Election. The voting equipment used will be the Hart Duo specifically Verity Touch Writer and Verity Scan, which is paper ballot voting.

DUTIES AND SERVICES OF THE CONTRACTING OFFICER:

- 1 Bobbie Koepp, Comal County Clerk, shall be designated and agrees to act as the Early Voting Clerk for the election, and shall conduct early voting in person and by mail.
2. Advertise, prepare, and conduct the Logic and Accuracy Tests as required by State Law.
- 3 Forward all information to vendor (Hart) for the Coding and Audio files for Verity Duo.
4. Conduct Early Voting for Ballot by Mail at main Early Voting location, 396 N. Seguin, New Braunfels, Texas 78130.
5. Provide training on conducting an election with Hart Verity Duo and Knowink Poll Pads for all Early Voting and Election Day workers.
6. Procure and provide election supplies, including but not limited to the preparation, printing of ballots for Ballot by Mail requests, and distribution of sample ballots.

7. Prepare, provide, and deliver adequate election equipment for the election (Hart Verity Duo).
8. Prepare Early Voting and Election Day packets and supply bags for Early Voting and Election Day Polling Location.
9. Provide the Official Registered Voter List for the City of New Braunfels for use on Knowink Poll Pad.
10. Recruit election judges and clerks for Early Voting and Election Day.
11. Ensure Election Judges return specified voting equipment and supplies from Early Voting after polls close on April 28, 2026.
12. Provide the voting equipment and supplies listed in the attached Estimated Expenses and ensure Election Judges return specified voting equipment and supplies from Election Day Polling Location after polls close on May 2, 2026.
13. Election judges and clerks for Early Voting and Election Day will be compensated by CONTRACTING OFFICE and reimbursed by ENTITY.
14. Procurement and payment of Early Voting Ballot Board personnel who will meet at the Comal County Elections Office, 396 N. Seguin Ave., New Braunfels, Texas 78130, on Election Day and other dates as prescribed by law to process Ballots by Mail and Provisional Ballots.
15. Set up the Central Accumulation Station and appoint personnel to tabulate the results of Early Voting and Election Day votes; provide Final Unofficial Results for Canvass.
16. Provide overall administration and supervision of the election and advisory services.
17. Meet ADA requirements for the election, as the law relates to polling locations, voter assistance, and other ADA requirements, if any.
18. Maintain election materials and paperwork in storage for the allotted time as prescribed by law.
19. Reporting precinct results to the Secretary of State, if required.

DUTIES OF THE ENTITY:

1. Prepare all Election Orders and Notice of Election as required by law and prepare and publish the Notice of Election.
2. Provide the County Elections Office with ENTITY's ballot information, etc. ENTITY shall conduct its ballot position drawing on or about _____ and send the CONTRACTING OFFICER the ballot order so that it may be forwarded for Coding and Audio to Hart. ENTITY will be responsible for approving the screen shot proofs from Hart.
3. ENTITY shall be responsible for any loss and/or physical damage to the equipment occurring at the voting location ordered by the ENTITY.
4. Only the actual expenses directly attributable to the Contract may be charged (Section 31.100(b), Texas Election Code). The County Elections Officer will submit the actual costs for items contracted for pursuant to this Contract based on the attached estimated costs with the ENTITY as soon as all invoices are received from the vendors. The ENTITY agrees to pay costs of the election within ten (10) ENTITY workdays of receipt of the statement.

GENERAL PROVISIONS:

- A. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representation or modifications concerning this agreement will be of no force or effect excepting a subsequent written modification executed by both parties.
- B. **SEVERABILITY:** If a court of competent jurisdiction determines that any term of this contract is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby; and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- C. **CHOICE OF LAW AND VENUE:** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.
- D. **RELATIONSHIP OF THE PARTIES:** Each party to this contract, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

E. **FORCE MAJEURE:** In the event that CONTRACTING OFFICER shall be prevented from performing any of its obligations due under the terms of this contract by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto. CONTRACTING OFFICER shall be excused from such obligations beyond its control and undertakings set forth under the terms of this agreement.

DATED this the _____ day of _____, 2026

City of New Braunfels

Early Voting Clerk/County Clerk

3/9/2026

Agenda Item No. F)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

Applicant: Marl Mott, MLM Trust

Owner/Agent: David Durham, Outpost Partners

SUBJECT:

Approval of the second and final reading of an ordinance, requested by Mark Mott, on behalf of MLM Trust, to rezone approximately 0.73 of an acre out of the Koehler Subdivision, Lot 1B, from APD (Agricultural/Pre-Development District) to M-1A (Light Industrial District), currently addressed at 190 Old Engel Road.

DEPARTMENT: Neighborhood and Community Planning

COUNCIL DISTRICTS IMPACTED: 1

BACKGROUND INFORMATION:

Case Number: PZ25-0454

Applicant: Mark Mott, MLM Trust
(210) 834-4815 / marklmott@gmail.com

Owner/Agent: David Durham, Outpost Partners
(361) 813-8571 / david@outpostpartners.co

Staff Contact: Mary Lovell, AICP, CNU-A
(830) 221-4051 / mlovell@newbraunfels.gov

The City Council held a public hearing on February 23, 2026 and unanimously approved the first reading of the applicant’s requested rezoning ordinance (7-0-0).

The subject property is approximately 0.73 of an acre on the west side of Old Engel Road, approximately 400 feet south of Interstate Highway 35. The applicant is requesting a change in zoning from APD (Agricultural/Pre-development District) to M-1A (Light Industrial District).

The subject property is bordered by APD to the north, south, and west. Properties to the east are zoned APD and M-1A. Adjacent land uses consist of residential, open space, and light industrial.

ISSUE:

The property is currently being used for a welding shop. The applicant indicated that he would like to transition to a new business model consisting of light assembly and the warehouse storage of recycling containers.

COMPREHENSIVE PLAN REFERENCE:

M-1A at this location is consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 1.6:** Incentivize infill development and redevelopment to take advantage of existing

infrastructure.

- **Action 1.8:** Concentrate future investment in industrial and employment centers near existing and emerging hubs, such as the airport, and along existing high-capacity transportation networks, such as Interstate Highway 35.
- **Action 3.1:** Plan for a healthy jobs/ housing balance.
- **Action 3.3:** Balance commercial centers with stable neighborhoods.

Future Land Use Plan: The subject property is located within the Oak Creek Sub Area, and near existing and future Employment Centers. The property is along the I-35 corridor.

STRATEGIC PLAN REFERENCE:

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

- **Economic Mobility:** Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.
- **Economic Mobility:** Support Confluence, the New Braunfels Chamber of Commerce Economic Development Strategic Plan, by helping to ensure a community that supports the targeted industries and increases the diversity of job opportunities in the community.

FISCAL IMPACT:

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

- Continuing to provide a balance of high-quality small commercial buildings and businesses and larger, more autocratic businesses that draw employees and customers from a broader area is important to keeping New Braunfels' economy healthy.
- Prioritize infill projects that add people and buildings in areas with existing infrastructure. This will increase revenue to provide service delivery without significant impacts on infrastructure costs and distribute cost burdens across more home/business owners.

Traffic Impact Analysis (TIA): The Traffic Impact Analysis Determination states that only a Traffic Worksheet is required.

Drainage: Per adopted ordinance, if a drainage study is required, it will be conducted with the Public Infrastructure Construction Plan approval process and/or Building Permit stage, as applicable.

Utilities: As part of the routine intake review process, the water provider for the subject site, NBU (New Braunfels Utilities), reviewed the proposed zoning change request and has responded with no comments.

RECOMMENDATION:

Approval. M-1A at this location would allow development that aligns with Envision New Braunfels, the Strategic Plan, and the Land Use Fiscal Analysis.

The Planning Commission held a public hearing on February 3, 2026, and unanimously recommended approval of the applicant's request (8-0-0).

Mailed notification as required by state statute:

Public hearing notices were sent to owners of 7 properties within 200 feet of the request. To date, no responses

have been received.

Code of Ordinances Sec. 144-2.1 *Changes and Zoning Amendments*:

(b) *Considerations for approving or denying a zoning change.* In making a determination regarding a requested zoning change, the planning commission and the city council shall consider the following factors:

- (1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;
- (2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
- (3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;
- (4) Any other factors that will substantially affect the public health, safety, morals, or general welfare; and
- (5) Whether the request is consistent with the comprehensive plan.

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, Sec. 3.4-18 (M-1A) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?

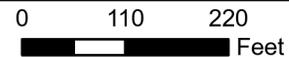
Aerial Exhibit

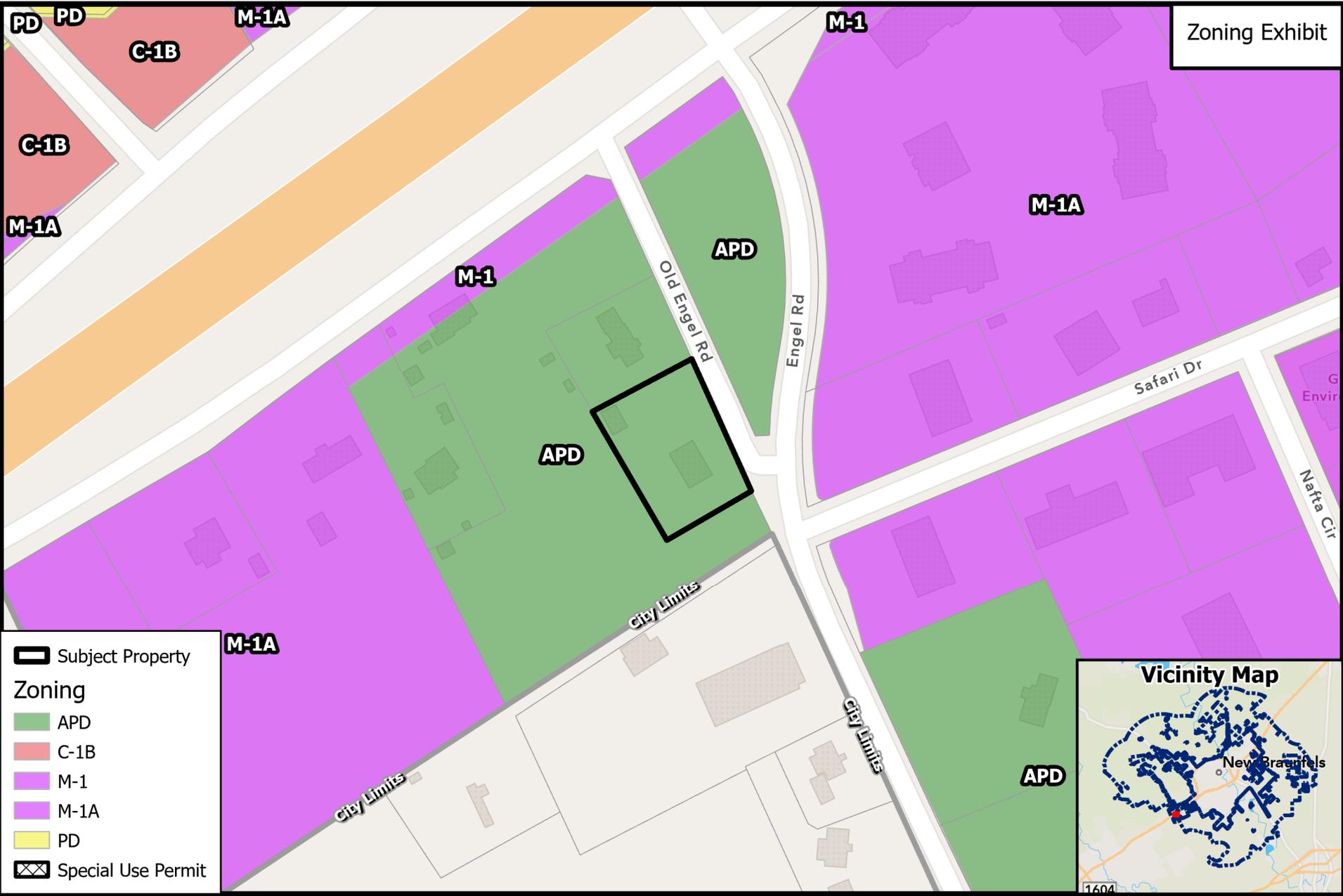


Subject Property



PZ25-0454
190 Old Engel Rd - APD to M-1A

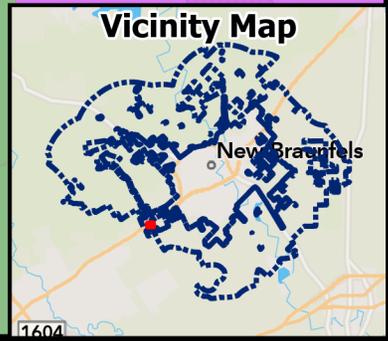




Subject Property

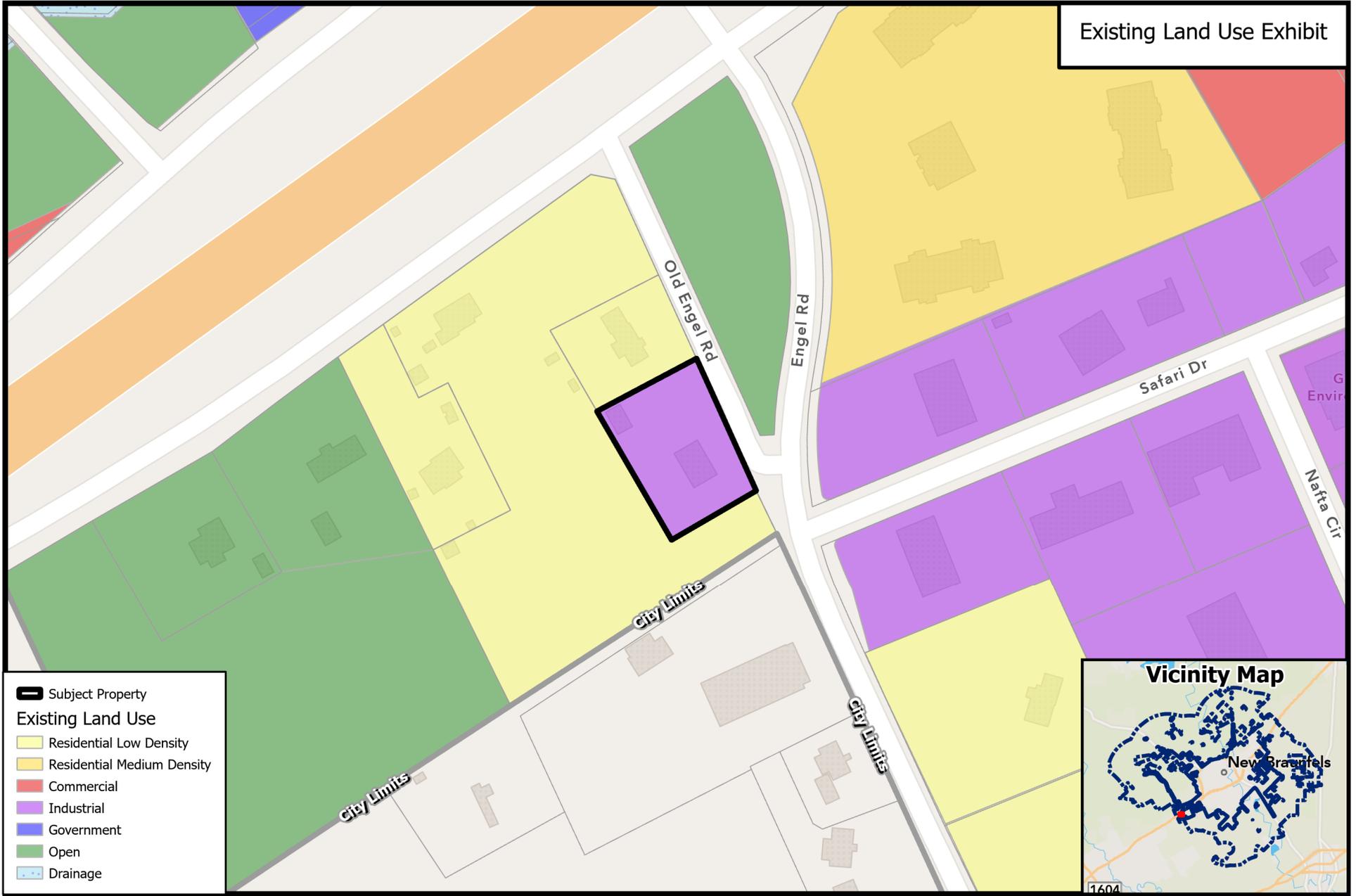
Zoning

- APD
- C-1B
- M-1
- M-1A
- PD
- Special Use Permit



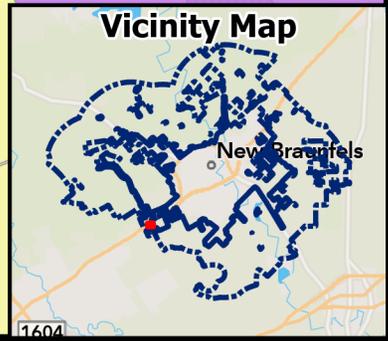
PZ25-0454
190 Old Engel Rd - APD to M-1A





Existing Land Use Exhibit

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



PZ25-0454
190 Old Engel Rd - APD to M-1A



Land Use	Existing	Proposed
	APD	M-1A
Accessory building/structure (see section 144-5.4)	P	
Accessory dwelling (one accessory dwelling per lot)	P	
Accounting, auditing, bookkeeping, and tax preparations		P
Acid manufacture		
Adult day care (no overnight stay)		
Adult day care (with overnight stay)		
Aircraft support and related services		P
Airport		P
All-terrain vehicle (ATV) dealer/sales		P
Ambulance service (private)		P
Amphitheaters (outdoor live performances)		P
Amusement devices/arcade (four or more devices)		P
Amusement services or venues (indoors) (see section 144-5.13)		P
Amusement services or venues (outdoors)		P
Animal grooming shop		P
Answering and message services		P
Antique shop		P
Appliance repair		P
Archery range		P
Armed services recruiting center		P
Art dealer/gallery		P
Artist or artisans studio		P
Assembly/exhibition hall or areas		P
Assisted living facility/retirement home		
Athletic fields		P
Auction sales (non-vehicle)		P
Auto body repair, garages (see section 144-5.11)		P
Auto glass repair/tinting (see section 144-5.11)		P
Auto interior shop/upholstery (see section 144-5.11)		P
Auto leasing		P
Auto muffler shop (see section 144-5.11)		P
Auto or trailer sales rooms or yards (see section 144-5.12)		P
Auto or truck sales rooms or yards—Primarily new (see section 144-5.12)		P
Auto paint shop		P
Auto repair as an accessory use to retail sales		P
Auto repair garage (general) (see section 144-5.11)		P
Auto supply store for new and factory rebuilt parts		P
Auto tire repair/sales (indoor)		P
Auto wrecking yards		
Automobile driving school (including defensive driving)		P
Bakery (retail)		P
Bank, savings and loan, or credit union		P
Bar/tavern (no outdoor music)		P
Bar/tavern		P
Barber/beauty college (barber or cosmetology school or college)		P
Barns and farm equipment storage (related to agricultural uses)	P	P
Battery charging station		P

Land Use	Existing	Proposed
	APD	M-1A
Bed and breakfast inn (see section 144-5.6)		
Bicycle sales and/or repair		P
Billiard/pool facility		P
Bingo facility		P
Bio-medical facilities		P
Blacksmith or wagon shops		P
Blooming or rolling mills		
Boarding house/lodging house		
Book binding		P
Book store		P
Bottling or distribution plants (milk)		P
Bottling works		P
Bowling alley/center (see section 144-5.13)		P
Breweries/distilleries and manufacture of alcohol and alcoholic beverages		
Broadcast station (with tower) (see section 144-5.7)		P
Bulk storage of gasoline, petroleum products, liquefied petroleum and flammable liquids (see section 5.27)		
Bus barns or lots		P
Bus passenger stations		P
Cabin or cottage (rental)		
Cabin or cottage (rental for more than 30 days)		
Cafeteria/cafe/delicatessen		P
Campers' supplies		P
Campgrounds		
Canning/preserving factories		
Car wash (self-service; automated)		P
Car wash, full service (detail shop)		P
Carpenter, cabinet, or pattern shops		P
Carpet cleaning establishments		P
Caterer		P
Cement, lime, gypsum or plaster of Paris manufacture		
Cemetery and/or mausoleum	P	P
Check cashing service		P
Chemical laboratories (e.g., ammonia, bleaching powder)		
Chemical laboratories (not producing noxious fumes or odors)		P
Child day care/children's nursery (business)		
Church/place of religious assembly	P	P
Cider mills		
Civic/conference center and facilities		P
Cleaning, pressing and dyeing (non-explosive fluids used)		P
Clinic (dental)		P
Clinic (emergency care)		P
Clinic (medical)		P
Club (private)		P
Coffee shop		P
Cold storage plant		P
Commercial amusement concessions and facilities		P

Land Use	Existing	Proposed
	APD	M-1A
Communication equipment—Installation and/or repair		P
Community building (associated with residential uses)		P
Community home (see definition)	P	
Computer and electronic sales		P
Computer repair		P
Concrete or asphalt mixing plants—Permanent		
Concrete or asphalt mixing plants—Temporary		
Confectionery store (retail)		P
Consignment shop		P
Contractor's office/sales, with outside storage including vehicles		P
Contractor's temporary on-site construction office	P	
Convenience store with gas sales		P
Convenience store without gas sales		P
Cotton ginning or baling works		
Country club (private)	P	P
Credit agency		P
Crematorium		P
Curio shops		P
Custom work shops		P
Dance hall/dancing facility (see section 144-5.13)		P
Day camp		P
Department store		P
Distillation of bones		
Dormitory (in which individual rooms are for rental)		
Drapery shop/blind shop		P
Driving range		P
Drug store/pharmacy		P
Duplex/two-family/duplex condominiums		
Electrical generating plant		
Electrical repair shop		P
Electrical substation		P
Electronic assembly/high tech manufacturing		P
Electroplating works		P
Enameling works		
Engine repair/motor manufacturing re-manufacturing and/or repair		P
Explosives manufacture or storage		
Exterminator service		P
Fairground		P
Family home adult care	P	
Family home child care	P	
Farmers market (produce market—wholesale)	P	P
Farms, general (crops) (see chapter 6 and section 144-5.9)	P	P
Farms, general (livestock/ranch) (see chapter 6 and section 144-5.9)	P	P
Feed and grain store		P
Fertilizer manufacture and storage		
Filling station (gasoline tanks must be below the ground)		P
Florist		P

Land Use	Existing	Proposed
	APD	M-1A
Flour mills, feed mills, and grain processing	P	
Food or grocery store with gasoline sales		P
Food or grocery store without gasoline sales		P
Food processing (no outside public consumption)		P
Forge (hand)		P
Forge (power)		P
Fraternal organization/civic club (private club)		P
Freight terminal, rail/truck (when any storage of freight is wholly outside an enclosed building)		P
Freight terminal, truck (all storage of freight in an enclosed building)		P
Frozen food storage for individual or family use		P
Funeral home/mortuary		P
Furniture manufacture		P
Furniture sales (indoor)		P
Galvanizing works		P
Garbage, offal or dead animal reduction or dumping		
Garden shops and greenhouses		P
Gas manufacture		
Gas or oil wells		
Golf course (public or private)	P	P
Golf course (miniature)		P
Government building or use with no outside storage (outside storage allowed in M-2 and M-2A)	P	P
Grain elevator	P	
Greenhouse (commercial)		P
Handicraft shop		P
Hardware store		P
Hay, grain, and/or feed sales (wholesale)	P	
Health club (physical fitness; indoors only)		P
Heating and air-conditioning sales/services		P
Heavy load (farm) vehicle sales/repair (see section 144-5.14)		P
Heavy manufacturing		
Heliport		P
Hides/skins (tanning)		
Home occupation (see section 144-5.5)	P	
Home repair and yard equipment retail and rental outlets		P
Hospice		
Hospital, general (acute care/chronic care)		P
Hospital, rehabilitation		P
Hotel/motel		P
Hotels/motels—Extended stay (residence hotels)		
Ice delivery stations (for storage and sale of ice at retail only)		P
Ice plants		P
Indoor or covered sports facility		
Industrial laundries		P
Iron and steel manufacture		
Junkyards, including storage, sorting, baling or processing of rags		
Kiosk (providing a retail service)		P
Laboratory equipment manufacturing		P

Land Use	Existing	Proposed
	APD	M-1A
Laundromat and laundry pickup stations		P
Laundry, commercial (without self-serve)		P
Laundry/dry cleaning (drop off/pick up)		P
Laundry/washateria (self-serve)		P
Lawnmower sales and/or repair		P
Leather products manufacturing		P
Light manufacturing		P
Limousine/taxi service		P
Livestock sales/auction	P	
Locksmith		P
Lumber mill		
Lumberyard (see section 144-5.15)		P
Lumberyard or building material sales (see section 144-5.15)		P
Machine shop		P
Maintenance/janitorial service		P
Major appliance sales (indoor)		P
Manufacture of carbon batteries		
Manufacture of paint, lacquer, oil, turpentine, varnish, enamel, etc.		
Manufacture of rubber, glucose, or dextrin		
Manufactured home—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home park—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home subdivision—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home sales		P
Manufacturing and processes		P
Manufacturing processes not listed		P
Market (public, flea)		P
Martial arts school		P
Meat or fish packing/storage plants		
Medical supplies and equipment		P
Metal fabrication shop		P
Micro brewery (onsite mfg. and/or sales)		P
Micro distillery (onsite mfg. and/or sales)		P
Mini-warehouse/self-storage units (no boat and RV storage permitted)		P
Mini-warehouse/self-storage units with outside boat and RV storage		P
Monument, gravestone, or marble works (manufacture)		
Motion picture studio, commercial film		P
Motion picture theater (indoors)		P
Motion picture theater (outdoors, drive-in)		P
Motorcycle dealer (primarily new/repair)		P
Moving storage company		P
Moving, transfer, or storage plant		P
Multifamily (apartments/condominiums)		
Museum		P
Natural resource extraction and mining		
Needlework shop		P
Nonbulk storage of gasoline, petroleum products and liquefied petroleum		P
Nursing/convalescent home/sanitarium		

Land Use	Existing	Proposed
	APD	M-1A
Offices, brokerage services		P
Offices, business or professional		P
Offices, computer programming and data processing		P
Offices, consulting		P
Offices, engineering, architecture, surveying or similar		P
Offices, health services		P
Offices, insurance agency		P
Offices, legal services, including court reporting		P
Offices, medical offices		P
Offices, real estate		P
Offices, security/commodity brokers, dealers, exchanges and financial services		P
Oil compounding and barreling plants		
One-family dwelling, detached	P	
Outside storage (as primary use)		P
Paint manufacturing		
Paper or pulp manufacture		
Park and/or playground (private and public)	P	P
Parking lots (for passenger car only) (not as incidental to the main use)		P
Parking structure/public garage		P
Pawn shop		P
Personal services		P
Personal watercraft sales (primarily new/repair)		P
Pet shop/supplies (less than 10,000 sq. ft.)		P
Pet store (over 10,000 sq. ft.)		P
Petroleum or its products (refining of)		
Photo engraving plant		P
Photographic printing/duplicating/copy shop or printing shop		P
Photographic studio (no sale of cameras or supplies)		P
Photographic supply		P
Plant nursery (no retail sales on site)	P	P
Plant nursery (retail sales/outdoor storage)		P
Plastic products molding/reshaping		P
Plumbing shop		P
Portable building sales		P
Poultry killing or dressing for commercial purposes		
Propane sales (retail)		P
Public recreation/services building for public park/playground areas		P
Publishing/printing company (e.g., newspaper)		P
Quick lube/oil change/minor inspection		P
Radio/television shop, electronics, computer repair		P
Railroad roundhouses or shops		
Rappelling facilities		P
Recreation buildings (private)		P
Recreation buildings (public)	P	P
Recycling kiosk		P
Refreshment/beverage stand		P
Rental or occupancy for less than one month (see section 144-5.17)		

Land Use	Existing	Proposed
	APD	M-1A
Research lab (non-hazardous)		P
Residential use in buildings with non-residential uses permitted in the district		
Restaurant/prepared food sales		P
Restaurant with drive-through service		P
Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less)		P
Retail store and shopping center with drive-through service (50,000 sq. ft. bldg. or less)		P
Retail store and shopping center (more than 50,000 sq. ft. bldg.)		P
Retirement home/home for the aged		
Rock crushers and rock quarries		
Rodeo grounds	P	P
RV park		
RV/travel trailer sales		P
Sand/gravel sales (storage or sales)		
School, K-12 public or private	P	P
School, vocational (business/commercial trade)		P
Security monitoring company (no outside storage or installation)		P
Security systems installation company		P
Sexually oriented business (see chapter 18)		
Sheet metal shop		P
Shoe repair shops		P
Shooting gallery—Indoor (see section 144-5.13)		P
Shooting range—Outdoor (see section 144-5.13)		
Shopping center		P
Sign manufacturing/painting plant		P
Single-family industrialized home (see section 144-5.8)	P	
Smelting of tin, copper, zinc or iron ores		
Specialty shops in support of project guests and tourists		P
Stables (as a business) (see chapter 6)	P	
Stables (private, accessory use) (see chapter 6)	P	
Steel furnaces		
Stockyards or slaughtering		
Stone/clay/glass manufacturing		P
Storage—Exterior storage for boats and recreational vehicles		P
Storage in bulk		P
Structural iron or pipe works		
Studio for radio or television, without tower (see zoning district for tower authorization)		P
Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.)		P
Sugar refineries		
Tailor shop (see home occupation)		P
Tar distillation or manufacture		
Tattoo or body piercing studio		P
Taxidermist		P
Telecommunications towers/antennas (see section 144-5.7)		
Telemarketing agency		P
Telephone exchange buildings (office only)		P
Tennis court (commercial)		P
Theater (non-motion picture; live drama)		P

Land Use	Existing	Proposed
	APD	M-1A
Tire sales (outdoors)		P
Tool rental		P
Townhouse (attached)		
Transfer station (refuse/pick-up)		P
Travel agency		P
Truck or transit terminal		P
Truck stop		
Tuber entrance and takeout facilities (see section 144-5.13)		
University or college (public or private)		P
Upholstery shop (non-auto)		P
Used or second hand merchandise/furniture store		P
Vacuum cleaner sales and repair		P
Vehicle storage facility		
Veterinary hospital (no outside animal runs or kennels)		P
Veterinary hospital (with outdoor animal runs or kennels that may not be used between the hours of 9:00 p.m. and 7:00 a.m.)		P
Video rental/sales		P
Warehouse/office and storage/distribution center		P
Waterfront amusement facilities—Berthing facilities sales and rentals		P
Waterfront amusement facilities—Boat fuel storage/dispensing facilities		P
Waterfront amusement facilities—Boat landing piers/launching ramps		P
Waterfront amusement facilities—Swimming/wading pools/bathhouses		P
Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system	P	P
Welding shop		P
Wholesale sales offices and sample rooms		P
Wire or rod mills		
Wood distillation plants (charcoal, tar, turpentine, etc.)		
Woodworking shop (ornamental)		P
Wool scouring		
Zero lot line/patio homes		

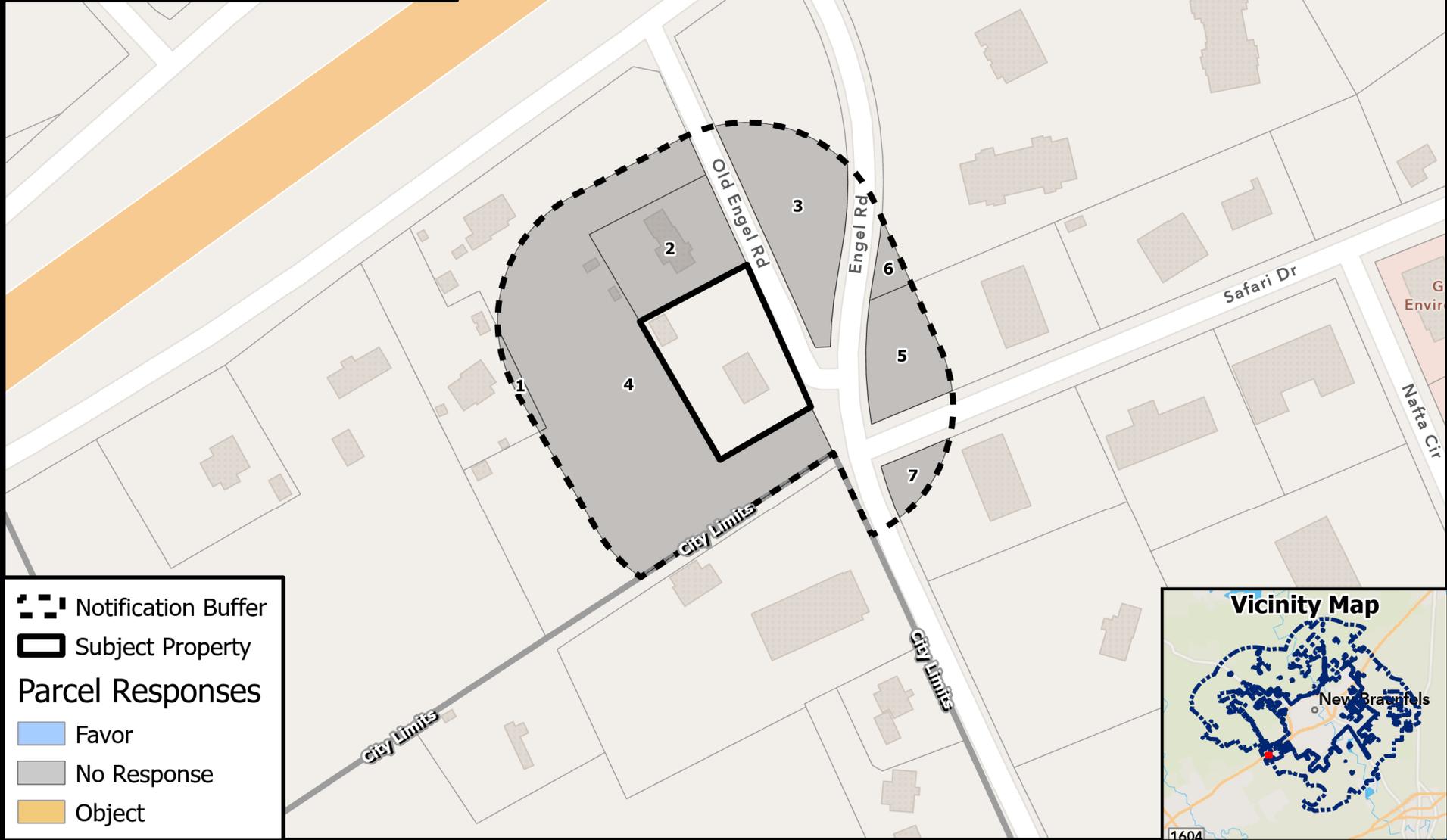


190 Old Engel Road



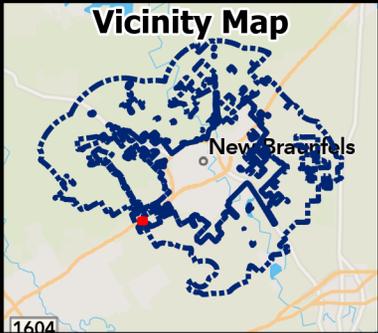
View to the north towards IH 35

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



Parcel Responses

- Notification Buffer
- Subject Property
- Favor
- No Response
- Object



PZ25-0454
190 Old Engel Rd - APD to M-1A



PLANNING COMMISSION – FEBRUARY 3, 2026– 6:00PM

City Hall Council Chambers

Applicant: Mark Mott

Address/Location: 190 Old Engel Rd

Case # PZ25-0454

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. ROSILES JAIME A & FLORES MARIA I | 5. W P & A P LTD |
| 2. WETZ SANDRA G | 6. RESERVE AT ENGEL ROAD LLC |
| 3. COMAL COUNTY OF | 7. ELITE MECHANICAL OF TEXAS INC |
| 4. GUNNARSON K | |

SEE MAP

Draft Minutes for the February 3, 2026, Planning Commission Regular Meeting

D) PZ25-0454 Public hearing and recommendation to City Council, at the request of Mark Mott, on behalf of MLM Trust, to rezone approximately 0.73 of an acre out of the Koehler Subdivision, Lot 1B, from APD (Agricultural/Pre-Development District) to M-1A (Light Industrial District), currently addressed at 190 Old Engel Road. (Applicant: Mark Mott, MLM Trust; Owner/Agent: David Durham, Outpost Partners; Case Manager: Mary Lovell, Senior Planner, AICP, CNU-A)

Mary Lovell introduced the aforementioned item and recommended approval.

Chair Sonier asked if there were any questions for staff.

No one spoke.

Chair Sonier invited the applicant to speak on the item.

David Durham elaborated on the request discussing the existing zoning and past use of the property, and compatibility with neighboring properties.

Chair Sonier opened the public hearing and asked if anyone present wished to speak on the item.

No one spoke.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Motion by Vice-Chair Taylor, seconded by Commissioner Allsup, to recommend approval of the item with staff recommendations to City Council. Motion carried unanimously (8-0-0).

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.73 ACRES, BEING KOEHLER SUBDIVISION, LOT 1B, CURRENTLY ADDRESSED AT 190 OLD ENGEL ROAD, FROM APD (AGRICULTURAL/PRE-DEVELOPMENT DISTRICT) TO M-1A (LIGHT INDUSTRIAL DISTRICT); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

WHEREAS, in keeping with the spirit and objectives of the M-1A (Light Industrial District), the City Council has given due consideration to all components of said district; and

WHEREAS, the rezoning is in compliance with the Future Land Use Plan; and

WHEREAS, it is the intent of the City Council to provide harmony between existing zoning districts and proposed land uses; and

WHEREAS, the requested rezoning is in accordance with Envision New Braunfels, the City's Comprehensive Plan;

WHEREAS, the requested rezoning is in accordance with the City's Strategic Plan;

WHEREAS, the City Council desires to amend the Zoning Map by changing the zoning of approximately 0.73 of an acre out of the Koehler Subdivision, Lot 1B, currently addressed at 190 Old Engel Road, from APD (Agricultural/Pre-Development District) to M-1A (Light Industrial 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 (Agricultural/Pre-Development District) to M-1A (Light Industrial District):

Approximately 0.73 of an acre, Koehler Subdivision, Lot 1B, as delineated on Exhibit "A" and described in Exhibit "B", attached.

SECTION 2

THAT all other ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent that they are in conflict.

SECTION 3

THAT if any provisions of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

SECTION 4

THIS ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this 23rd day of February, 2026.

PASSED AND APPROVED: Second reading this 9th day of March, 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

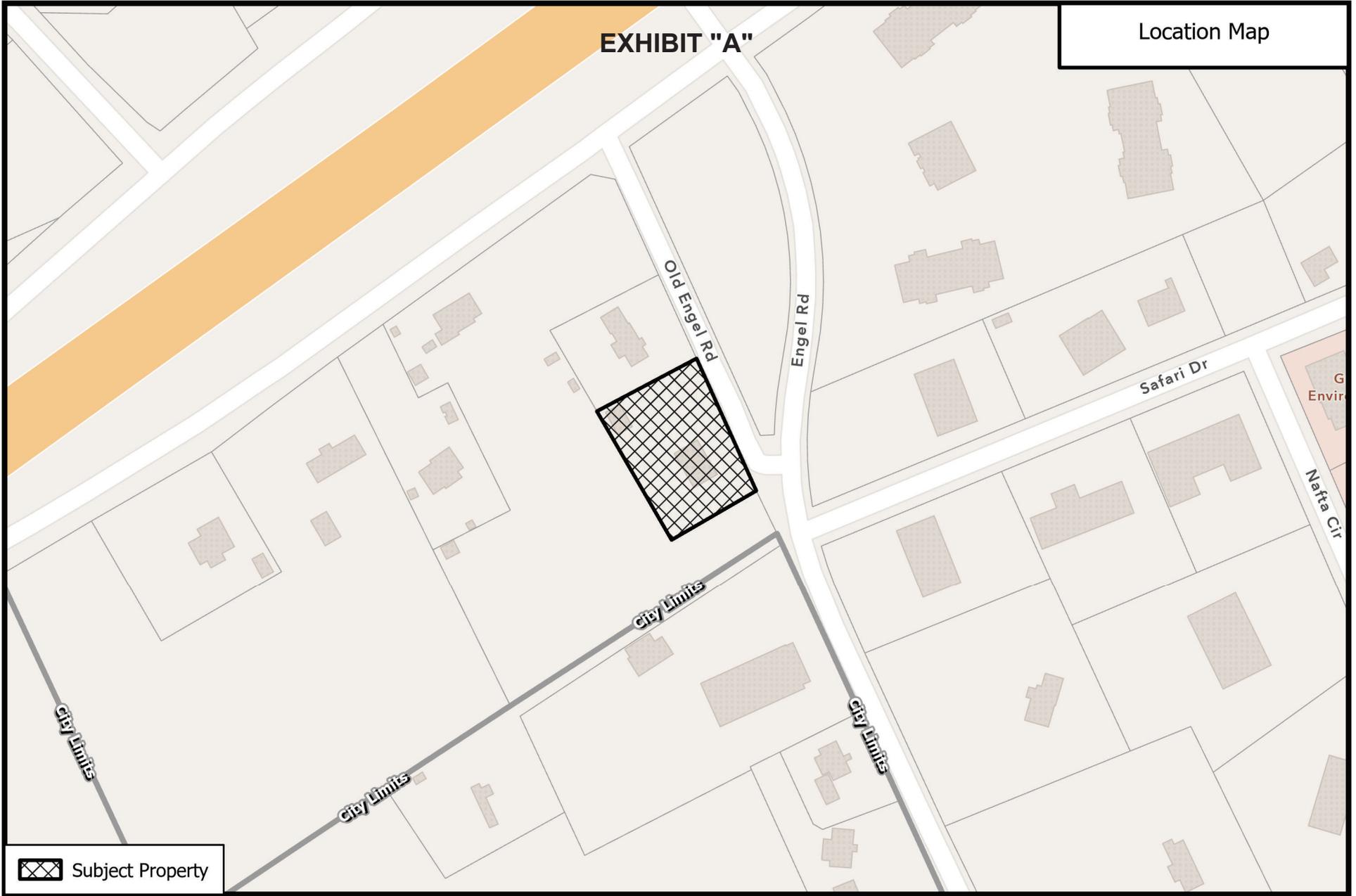
GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

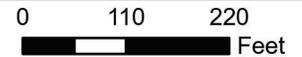
VALERIA M. ACEVEDO, City Attorney

EXHIBIT "A"

Location Map



PZ25-0454
190 Old Engel Rd - APD to M-1A



Source: City of New Braunfels Planning
 Date: 1/21/2026

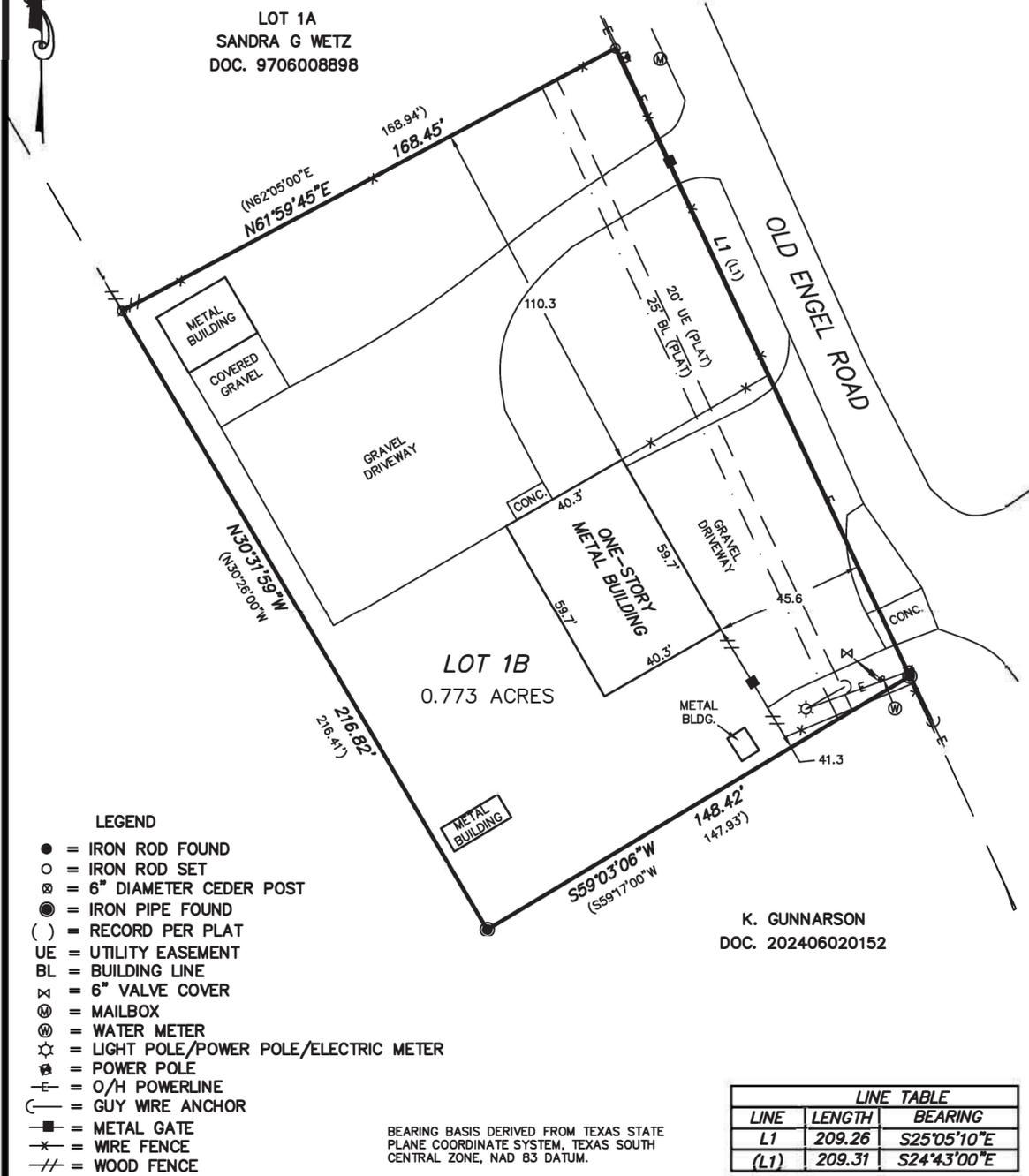
DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of New Braunfels, its officials or employees for any discrepancies, errors, or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

SURVEY PLAT

SCALE
 1" = 40'

EXHIBIT "B"

BUILDING LINES MAY CHANGE PER CITY OR COUNTY ORDINANCE, AND SHOULD BE VERIFIED WITH THE CITY OR COUNTY PRIOR TO ANY DESIGN OR NEW CONSTRUCTION. ANY BUILDING LINES SHOWN ON SURVEY ARE ONLY AS PER RECORDED PLATS OR RESTRICTIONS, AND NOT AS PER LOCAL BUILDING OR PLANNING ORDINANCES.



ADDRESS: 190 OLD ENGEL ROAD, NEW BRAUNFELS, TEXAS

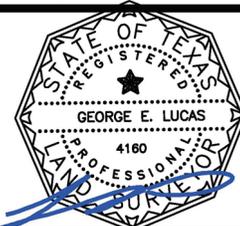
LEGAL DESCRIPTION: ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COMAL COUNTY, TEXAS, BEING KNOWN AND DESIGNATED AS LOT 1B, KOEHLER SUBDIVISION, ACCORDING TO VACATING AND RESUBDIVISION PLAT RECORDED IN VOLUME 9, PAGE 346, COMAL COUNTY, TEXAS, MAP AND PLAT RECORDS.

CATEGORY 1A CERTIFICATION

THE UNDERSIGNED DOES HEREBY CERTIFY TO THE PARTIES LISTED BELOW THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 3, LAND TITLE SURVEY.

BUYER: MARK LOUIS MOTT, TRUSTEE OF MLM TRUST
 TITLE CO: NEW BRAUNFELS TITLE COMPANY
 LENDER: CHRIS L. KOEHLER AND LINDA F. KOEHLER

G.F.#: NB-5037-25



PLAN No.: 2025-3510

SURVEY DATE: OCTOBER 7, 2025

GEORGE E. LUCAS R.P.L.S. 4160

3/9/2026

Agenda Item No. G)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

Applicant: Colum Malcolmson

Owners: Gladys Timmermann Koepf & Cheryl Timmermann Fonda

SUBJECT:

Approval of the second and final reading an ordinance, requested by Colum Malcolmson, on behalf of Gladys Timmermann Koepf & Cheryl Timmermann Fonda, to rezone approximately 4 acres out of the Timmermann Subdivision, Lots AAR & ABR, from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) to M-1A AH (Light Industrial Airport Hazard Overlay District), currently addressed at 1239 Barbarosa Road and 1255 Saur Lane.

DEPARTMENT: Neighborhood and Community Planning

COUNCIL DISTRICTS IMPACTED: 2, 5

BACKGROUND INFORMATION:

Case Number: PZ25-0457

Applicant: Colum Malcolmson
(512) 644-9962 / colum@themalcolmsgroup.com

Owners: Gladys Timmermann Koepf
(830) 832-7560 / gladysk1413@hotmail.com

Cheryl Timmermann Fonda
(830) 660-5183 / cherylfonda54@yahoo.com

Staff Contact: Mary Lovell, AICP, CNU-A
(830) 221-4051 / mlovell@newbraunfels.gov

The City Council held a public hearing on February 23, 2026 and unanimously approved the first reading of the applicant's requested rezoning ordinance with one abstention (6-0-1).

The approximate 4-acre subject property is located on the northeast side of Barbarosa Road and Saur Lane (a principal arterial), approximately 1000 feet northwest of the New Braunfels National Airport. The property consists of a portion of a 15.3 acre tract, the majority of which lies outside of the city limits. The applicant is requesting a change in zoning from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) to M-1A AH (Light Industrial Airport Hazard Overlay District).

The subject property is bordered by areas outside the city limits to the northeast and southwest. Adjacent properties are zoned R-2 and are developed with single-family residences on large lots. It lies within the Airport Hazard Overlay Zoning District. The overlay limits building height to 150 feet or 801 feet above mean sea level. The proposed M-1A zoning district allows a maximum building height of 120 feet, which is more

restrictive and complies with the overlay standards.

ISSUE:

The submitted application indicates that the proposed rezoning is intended to allow for light industrial development.

Traffic Impact Analysis (TIA): Per adopted ordinance, a Level 1 Traffic Impact Report is required at the Subdivision Platting and/or Building Permit stage, as applicable.

Drainage: Per adopted ordinance, if a drainage study is required, it will be conducted with the Public Infrastructure Construction Plan approval process and/or Building Permit stage, as applicable.

Utilities: As part of the routine intake review process, the water provider for the subject site, NBU (New Braunfels Utilities), reviewed the proposed rezoning request and has responded with no comments.

Barbarosa Road / Saur Lane Road Widening: The Barbarosa Road and Saur Lane Road Widening Project, located between FM 1101 and Saur Lane, is currently in final design with right-of-way acquisition underway. The roadway is proposed to be expanded to a four-lane major urban collector with continuous bicycle and pedestrian facilities. This planned improvement will enhance access, circulation, and transportation capacity for the subject property and is well-suited to support proposed light industrial use.

COMPREHENSIVE PLAN REFERENCE:

The M-1A zoning district would be consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 1.6:** Incentivize infill development and redevelopment to take advantage of existing infrastructure.
- **Action 1.8:** Concentrate future investment in industrial and employment centers near existing and emerging hubs, such as the airport; and along existing high-capacity transportation networks, such as Interstate Highway 35.
- **Action 3.1:** Plan for a healthy jobs/ housing balance.
- **Action 3.3:** Balance commercial centers with stable neighborhoods.
- **Action 6.2:** Protect the airport from incompatible land use encroachment.

Future Land Use Plan: The subject property is located within the Oak Creek Subarea, near a Future Employment Center at the intersection of Barbarosa Road and FM 1101, as well as a Future Market Center at the intersection of Saur Lane and Saengerhalle Road.

STRATEGIC PLAN REFERENCE:

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

- **Economic Mobility:** Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.
- **Economic Mobility:** Support Confluence, the New Braunfels Chamber of Commerce Economic Development Strategic Plan, by helping to ensure a community that supports the targeted industries and increases the diversity of job opportunities in the community.

AIRPORT MASTER PLAN COMPATIBILITY ANALYSIS REFERENCE:

- The proposed M-1A zoning district is consistent with the policies and intent of the New Braunfels Regional Airport Master Plan.
- The Master Plan emphasizes the importance of protecting the airport from incompatible land uses and avoiding encroachment that could negatively impact current or future airport operations.
- Light industrial uses, such as those allowed in M-1A zoning, are generally considered compatible with airport environments due to their lower sensitivity to noise and limited concentrations of people that may be impacted by nearby airport activity.
- The Master Plan notes that surrounding land use decisions beyond the airport boundary can directly affect the airport's long-term viability and expansion potential.
- M-1A zoning supports employment-oriented development while minimizing land use conflicts with airport operations and is therefore consistent with the Master Plan's goal of preserving the airport and supporting its continued operation and economic contribution to the community.

FISCAL IMPACT:

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

- Infill projects that add people and buildings in areas with existing infrastructure increase tax revenue without significant impacts on services and infrastructure costs and distribute cost burdens across more property owners. An increase in development opportunities from rezoning will allow net positive revenue per acre.

RECOMMENDATION:

Approval. M-1A allows light industrial uses that are consistent with Envision New Braunfels, the Strategic Plan, the Land Use Fiscal Analysis and the Airport Master Plan. In addition, the Barbarosa Road / Saur Lane Road Widening Project will improve roadway capacity and access in the area, further supporting the rezoning request.

The Planning Commission held a public hearing on February 3, 2026 and unanimously recommended approval of the applicant's request (8-0-0).

Code of Ordinances Sec. 144-2.1 *Changes and Zoning Amendments:*

(b) *Considerations for approving or denying a zoning change.* In making a determination regarding a requested zoning change, the planning commission and the city council shall consider the following factors:

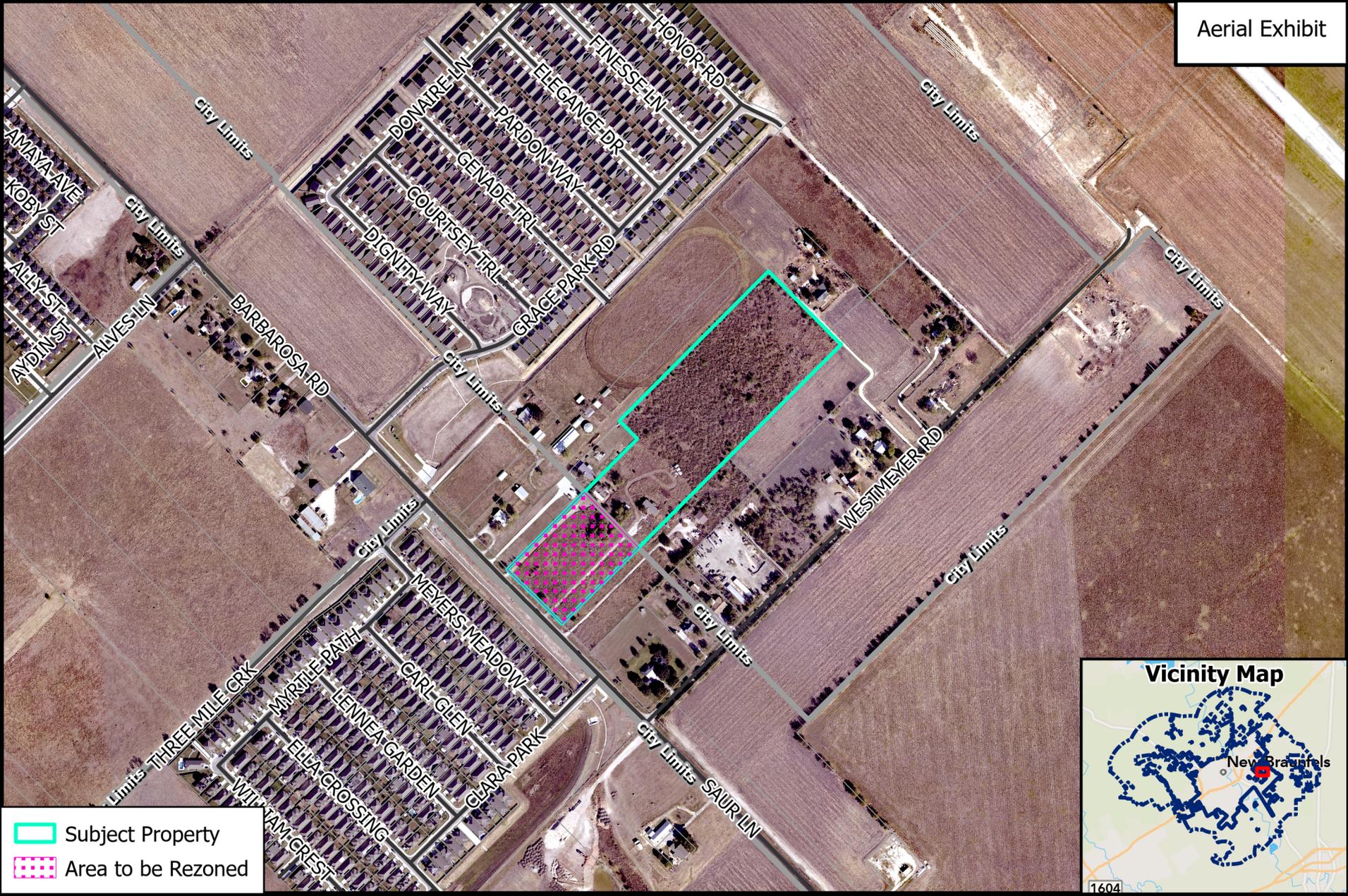
- (1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;
- (2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
- (3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;
- (4) Any other factors that will substantially affect the public health, safety, morals, or general welfare; and
- (5) Whether the request is consistent with the comprehensive plan.

Mailed notification as required by state statute:

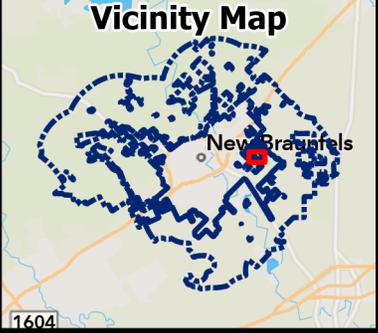
Public hearing notices were sent to owners of 5 properties within 200 feet of the request. As of the date this agenda was posted, there was one response returned in opposition representing less than 20% opposition, therefore a simple majority vote of City Council will be required to approve the applicant's request.

Resource Links:

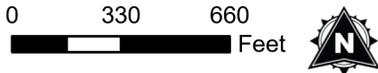
- Chapter 144, Sec. 3.3-2 (R-2) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.4-18 (M-1A) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 5.20 (AH) of the City's Code Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?



 Subject Property
 Area to be Rezoned



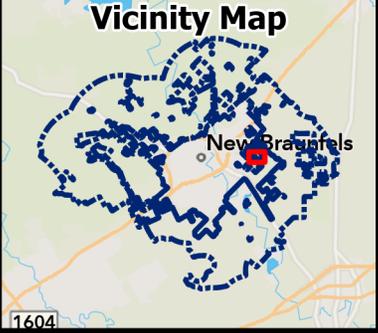
PZ25-0457
1239 Barbarosa & 1255 Saur Ln -R-2 AH to M-1A AH



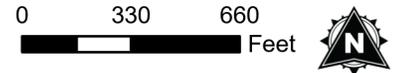


Zoning Exhibit

- Subject Property
- Area to be Rezoned
- Zoning**
- APD
- M-1
- MU-B
- R-2
- R-2A
- Special Use Permit



PZ25-0457
1239 Barbarosa & 1255 Saur Ln -R-2 AH to M-1A AH



Path: U:\Neighborhood and Community Planning\Boards and Commissions\ZoneChange &

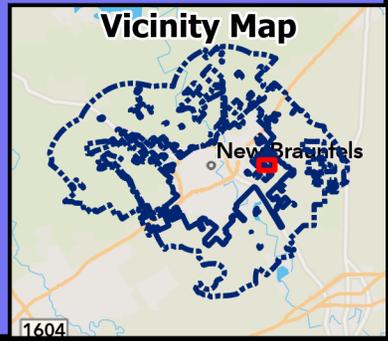
Source: City of New Braunfels Planning
 Date: 2/6/2026

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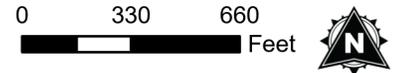
Existing Land Use Exhibit



- Subject Property
- Area to be Rezoned
- Existing Land Use**
- Residential Low Density
- Government
- Open
- Drainage



PZ25-0457
1239 Barborosa & 1255 Saur Ln -R-2 AH to M-1A AH



Land Use	Existing	Proposed
	R-2	M-1A
Accessory building/structure (see section 144-5.4)	P	
Accessory dwelling (one accessory dwelling per lot)	P	
Accounting, auditing, bookkeeping, and tax preparations		P
Acid manufacture		
Adult day care (no overnight stay)		
Adult day care (with overnight stay)		
Aircraft support and related services		P
Airport		P
All-terrain vehicle (ATV) dealer/sales		P
Ambulance service (private)		P
Amphitheaters (outdoor live performances)		P
Amusement devices/arcade (four or more devices)		P
Amusement services or venues (indoors) (see section 144-5.13)		P
Amusement services or venues (outdoors)		P
Animal grooming shop		P
Answering and message services		P
Antique shop		P
Appliance repair		P
Archery range		P
Armed services recruiting center		P
Art dealer/gallery		P
Artist or artisans studio		P
Assembly/exhibition hall or areas		P
Assisted living facility/retirement home		
Athletic fields		P
Auction sales (non-vehicle)		P
Auto body repair, garages (see section 144-5.11)		P
Auto glass repair/tinting (see section 144-5.11)		P
Auto interior shop/upholstery (see section 144-5.11)		P
Auto leasing		P
Auto muffler shop (see section 144-5.11)		P
Auto or trailer sales rooms or yards (see section 144-5.12)		P
Auto or truck sales rooms or yards—Primarily new (see section 144-5.12)		P
Auto paint shop		P
Auto repair as an accessory use to retail sales		P
Auto repair garage (general) (see section 144-5.11)		P
Auto supply store for new and factory rebuilt parts		P
Auto tire repair/sales (indoor)		P
Auto wrecking yards		
Automobile driving school (including defensive driving)		P
Bakery (retail)		P
Bank, savings and loan, or credit union		P
Bar/tavern (no outdoor music)		P
Bar/tavern		P
Barber/beauty college (barber or cosmetology school or college)		P
Barns and farm equipment storage (related to agricultural uses)	P	P
Battery charging station		P

Land Use	Existing	Proposed
	R-2	M-1A
Bed and breakfast inn (see section 144-5.6)		
Bicycle sales and/or repair		P
Billiard/pool facility		P
Bingo facility		P
Bio-medical facilities		P
Blacksmith or wagon shops		P
Blooming or rolling mills		
Boarding house/lodging house		
Book binding		P
Book store		P
Bottling or distribution plants (milk)		P
Bottling works		P
Bowling alley/center (see section 144-5.13)		P
Breweries/distilleries and manufacture of alcohol and alcoholic beverages		
Broadcast station (with tower) (see section 144-5.7)		P
Bulk storage of gasoline, petroleum products, liquefied petroleum and flammable liquids (see section 5.27)		
Bus barns or lots		P
Bus passenger stations		P
Cabin or cottage (rental)		
Cabin or cottage (rental for more than 30 days)		
Cafeteria/cafe/delicatessen		P
Campers' supplies		P
Campgrounds		
Canning/preserving factories		
Car wash (self-service; automated)		P
Car wash, full service (detail shop)		P
Carpenter, cabinet, or pattern shops		P
Carpet cleaning establishments		P
Caterer		P
Cement, lime, gypsum or plaster of Paris manufacture		
Cemetery and/or mausoleum	P	P
Check cashing service		P
Chemical laboratories (e.g., ammonia, bleaching powder)		
Chemical laboratories (not producing noxious fumes or odors)		P
Child day care/children's nursery (business)		
Church/place of religious assembly	P	P
Cider mills		
Civic/conference center and facilities		P
Cleaning, pressing and dyeing (non-explosive fluids used)		P
Clinic (dental)		P
Clinic (emergency care)		P
Clinic (medical)		P
Club (private)		P
Coffee shop		P
Cold storage plant		P
Commercial amusement concessions and facilities		P

Land Use	Existing	Proposed
	R-2	M-1A
Communication equipment—Installation and/or repair		P
Community building (associated with residential uses)	P	P
Community home (see definition)	P	
Computer and electronic sales		P
Computer repair		P
Concrete or asphalt mixing plants—Permanent		
Concrete or asphalt mixing plants—Temporary		
Confectionery store (retail)		P
Consignment shop		P
Contractor's office/sales, with outside storage including vehicles		P
Contractor's temporary on-site construction office	P	
Convenience store with gas sales		P
Convenience store without gas sales		P
Cotton ginning or baling works		
Country club (private)	P	P
Credit agency		P
Crematorium		P
Curio shops		P
Custom work shops		P
Dance hall/dancing facility (see section 144-5.13)		P
Day camp		P
Department store		P
Distillation of bones		
Dormitory (in which individual rooms are for rental)		
Drapery shop/blind shop		P
Driving range		P
Drug store/pharmacy		P
Duplex/two-family/duplex condominiums	P	
Electrical generating plant		
Electrical repair shop		P
Electrical substation		P
Electronic assembly/high tech manufacturing		P
Electroplating works		P
Enameling works		
Engine repair/motor manufacturing re-manufacturing and/or repair		P
Explosives manufacture or storage		
Exterminator service		P
Fairground		P
Family home adult care	P	
Family home child care	P	
Farmers market (produce market—wholesale)		P
Farms, general (crops) (see chapter 6 and section 144-5.9)	P	P
Farms, general (livestock/ranch) (see chapter 6 and section 144-5.9)	P	P
Feed and grain store		P
Fertilizer manufacture and storage		
Filling station (gasoline tanks must be below the ground)		P
Florist		P

Land Use	Existing	Proposed
	R-2	M-1A
Flour mills, feed mills, and grain processing		
Food or grocery store with gasoline sales		P
Food or grocery store without gasoline sales		P
Food processing (no outside public consumption)		P
Forge (hand)		P
Forge (power)		P
Fraternal organization/civic club (private club)		P
Freight terminal, rail/truck (when any storage of freight is wholly outside an enclosed building)		P
Freight terminal, truck (all storage of freight in an enclosed building)		P
Frozen food storage for individual or family use		P
Funeral home/mortuary		P
Furniture manufacture		P
Furniture sales (indoor)		P
Galvanizing works		P
Garbage, offal or dead animal reduction or dumping		
Garden shops and greenhouses		P
Gas manufacture		
Gas or oil wells		
Golf course (public or private)	P	P
Golf course (miniature)		P
Government building or use with no outside storage (outside storage allowed in M-2 and M-2A)	P	P
Grain elevator		
Greenhouse (commercial)		P
Handicraft shop		P
Hardware store		P
Hay, grain, and/or feed sales (wholesale)		
Health club (physical fitness; indoors only)		P
Heating and air-conditioning sales/services		P
Heavy load (farm) vehicle sales/repair (see section 144-5.14)		P
Heavy manufacturing		
Heliport		P
Hides/skins (tanning)		
Home occupation (see section 144-5.5)	P	
Home repair and yard equipment retail and rental outlets		P
Hospice		
Hospital, general (acute care/chronic care)		P
Hospital, rehabilitation		P
Hotel/motel		P
Hotels/motels—Extended stay (residence hotels)		
Ice delivery stations (for storage and sale of ice at retail only)		P
Ice plants		P
Indoor or covered sports facility		
Industrial laundries		P
Iron and steel manufacture		
Junkyards, including storage, sorting, baling or processing of rags		
Kiosk (providing a retail service)		P
Laboratory equipment manufacturing		P

Land Use	Existing	Proposed
	R-2	M-1A
Laundromat and laundry pickup stations		P
Laundry, commercial (without self-serve)		P
Laundry/dry cleaning (drop off/pick up)		P
Laundry/washateria (self-serve)		P
Lawnmower sales and/or repair		P
Leather products manufacturing		P
Light manufacturing		P
Limousine/taxi service		P
Livestock sales/auction		
Locksmith		P
Lumber mill		
Lumberyard (see section 144-5.15)		P
Lumberyard or building material sales (see section 144-5.15)		P
Machine shop		P
Maintenance/janitorial service		P
Major appliance sales (indoor)		P
Manufacture of carbon batteries		
Manufacture of paint, lacquer, oil, turpentine, varnish, enamel, etc.		
Manufacture of rubber, glucose, or dextrin		
Manufactured home—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home park—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home subdivision—HUD Code compliant (see Texas Occupations Code ch. 1201)		
Manufactured home sales		P
Manufacturing and processes		P
Manufacturing processes not listed		P
Market (public, flea)		P
Martial arts school		P
Meat or fish packing/storage plants		
Medical supplies and equipment		P
Metal fabrication shop		P
Micro brewery (onsite mfg. and/or sales)		P
Micro distillery (onsite mfg. and/or sales)		P
Mini-warehouse/self-storage units (no boat and RV storage permitted)		P
Mini-warehouse/self-storage units with outside boat and RV storage		P
Monument, gravestone, or marble works (manufacture)		
Motion picture studio, commercial film		P
Motion picture theater (indoors)		P
Motion picture theater (outdoors, drive-in)		P
Motorcycle dealer (primarily new/repair)		P
Moving storage company		P
Moving, transfer, or storage plant		P
Multifamily (apartments/condominiums)		
Museum		P
Natural resource extraction and mining		
Needlework shop		P
Nonbulk storage of gasoline, petroleum products and liquefied petroleum		P
Nursing/convalescent home/sanitarium		

Land Use	Existing	Proposed
	R-2	M-1A
Offices, brokerage services		P
Offices, business or professional		P
Offices, computer programming and data processing		P
Offices, consulting		P
Offices, engineering, architecture, surveying or similar		P
Offices, health services		P
Offices, insurance agency		P
Offices, legal services, including court reporting		P
Offices, medical offices		P
Offices, real estate		P
Offices, security/commodity brokers, dealers, exchanges and financial services		P
Oil compounding and barreling plants		
One-family dwelling, detached	P	
Outside storage (as primary use)		P
Paint manufacturing		
Paper or pulp manufacture		
Park and/or playground (private and public)	P	P
Parking lots (for passenger car only) (not as incidental to the main use)		P
Parking structure/public garage		P
Pawn shop		P
Personal services		P
Personal watercraft sales (primarily new/repair)		P
Pet shop/supplies (less than 10,000 sq. ft.)		P
Pet store (over 10,000 sq. ft.)		P
Petroleum or its products (refining of)		
Photo engraving plant		P
Photographic printing/duplicating/copy shop or printing shop		P
Photographic studio (no sale of cameras or supplies)		P
Photographic supply		P
Plant nursery (no retail sales on site)	P	P
Plant nursery (retail sales/outdoor storage)		P
Plastic products molding/reshaping		P
Plumbing shop		P
Portable building sales		P
Poultry killing or dressing for commercial purposes		
Propane sales (retail)		P
Public recreation/services building for public park/playground areas	P	P
Publishing/printing company (e.g., newspaper)		P
Quick lube/oil change/minor inspection		P
Radio/television shop, electronics, computer repair		P
Railroad roundhouses or shops		
Rappelling facilities		P
Recreation buildings (private)		P
Recreation buildings (public)	P	P
Recycling kiosk		P
Refreshment/beverage stand		P
Rental or occupancy for less than one month (see section 144-5.17)		

Land Use	Existing	Proposed
	R-2	M-1A
Research lab (non-hazardous)		P
Residential use in buildings with non-residential uses permitted in the district		
Restaurant/prepared food sales		P
Restaurant with drive-through service		P
Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less)		P
Retail store and shopping center with drive-through service (50,000 sq. ft. bldg. or less)		P
Retail store and shopping center (more than 50,000 sq. ft. bldg.)		P
Retirement home/home for the aged		
Rock crushers and rock quarries		
Rodeo grounds		P
RV park		
RV/travel trailer sales		P
Sand/gravel sales (storage or sales)		
School, K-12 public or private	P	P
School, vocational (business/commercial trade)		P
Security monitoring company (no outside storage or installation)		P
Security systems installation company		P
Sexually oriented business (see chapter 18)		
Sheet metal shop		P
Shoe repair shops		P
Shooting gallery—Indoor (see section 144-5.13)		P
Shooting range—Outdoor (see section 144-5.13)		
Shopping center		P
Sign manufacturing/painting plant		P
Single-family industrialized home (see section 144-5.8)	P	
Smelting of tin, copper, zinc or iron ores		
Specialty shops in support of project guests and tourists		P
Stables (as a business) (see chapter 6)		
Stables (private, accessory use) (see chapter 6)		
Steel furnaces		
Stockyards or slaughtering		
Stone/clay/glass manufacturing		P
Storage—Exterior storage for boats and recreational vehicles		P
Storage in bulk		P
Structural iron or pipe works		
Studio for radio or television, without tower (see zoning district for tower authorization)		P
Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.)		P
Sugar refineries		
Tailor shop (see home occupation)		P
Tar distillation or manufacture		
Tattoo or body piercing studio		P
Taxidermist		P
Telecommunications towers/antennas (see section 144-5.7)		
Telemarketing agency		P
Telephone exchange buildings (office only)		P
Tennis court (commercial)		P
Theater (non-motion picture; live drama)		P

Land Use	Existing	Proposed
	R-2	M-1A
Tire sales (outdoors)		P
Tool rental		P
Townhouse (attached)		
Transfer station (refuse/pick-up)		P
Travel agency		P
Truck or transit terminal		P
Truck stop		
Tuber entrance and takeout facilities (see section 144-5.13)		
University or college (public or private)		P
Upholstery shop (non-auto)		P
Used or second hand merchandise/furniture store		P
Vacuum cleaner sales and repair		P
Vehicle storage facility		
Veterinary hospital (no outside animal runs or kennels)		P
Veterinary hospital (with outdoor animal runs or kennels that may not be used between the hours of 9:00 p.m. and 7:00 a.m.)		P
Video rental/sales		P
Warehouse/office and storage/distribution center		P
Waterfront amusement facilities—Berthing facilities sales and rentals		P
Waterfront amusement facilities—Boat fuel storage/dispensing facilities		P
Waterfront amusement facilities—Boat landing piers/launching ramps		P
Waterfront amusement facilities—Swimming/wading pools/bathhouses		P
Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system	P	P
Welding shop		P
Wholesale sales offices and sample rooms		P
Wire or rod mills		
Wood distillation plants (charcoal, tar, turpentine, etc.)		
Woodworking shop (ornamental)		P
Wool scouring		
Zero lot line/patio homes		

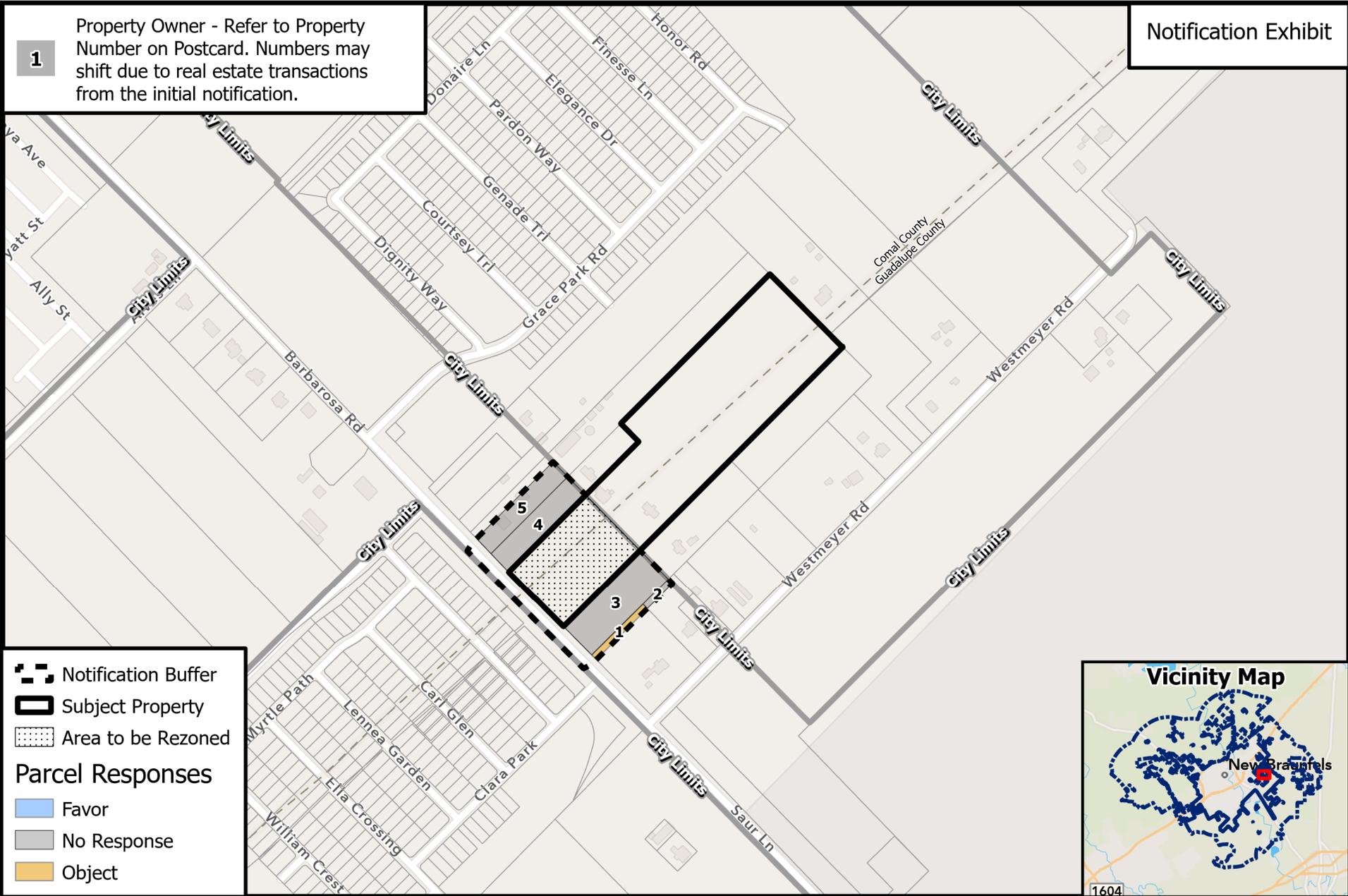


1239 Barbarosa Rd



1255 Saur Ln

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

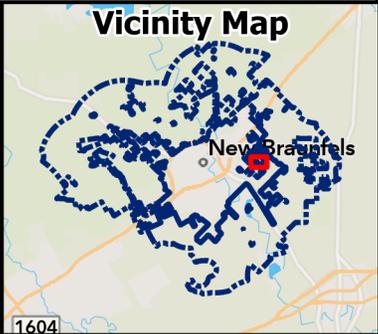


Legend

- Notification Buffer
- Subject Property
- Area to be Rezoned

Parcel Responses

- Favor
- No Response
- Object



PZ25-0457
1239 Barbarosa & 1255 Saur Ln -R-2 AH to M-1A AH



PLANNING COMMISSION – TUESDAY, FEBRUARY 3, 2026 – 6:00PM

City Hall Council Chambers

Applicant: Colum Malcolmson, on behalf of Gladys Timmermann Koepp, Cheryl Timmermann Fonda, and Kenneth C. Timmermann

Address/Location: 1239 Barbarosa Rd & 1255 Saur Ln.

Case # PZ25-0457

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. HUDSON TERESA | 4. URDIALES DIANA |
| 2. KOHL SUSAN & JOSH | 5. JORDAN LEWIS RAnd |
| 3. L T D SERVICES LLC | |

SEE MAP

HUDSON TERESA
2241 WESTMEYER RD
NEW BRAUNFELS TX 78130
Property #: 1
PZ25-0457
Case Manager: ML

COMMENTS

FAVOR

OPPOSE

January 27, 2026

New Braunfels Planning & Development
550 Landa Street
New Braunfels, TX 78130

Case Number
PZ25-0457

Dear Members of the Planning and Zoning Commission,

I am writing to formally express my opposition to the proposed rezoning of the tract of land identified as PID 145081 (LTD Services LLC), which is located adjacent to my residence, from its current designation to light commercial.

As a nearby homeowner, I have already experienced significant impacts from recent development in this area. Most recently, I have been advised that the City intends to take a portion of my property for road expansion, resulting in the loss of part of my yard, fencing, and two very large oak trees. Since that time, traffic volume has steadily increased due to additional residential subdivisions and existing school traffic. These changes have already placed a strain on the safety, character, and livability of our area.

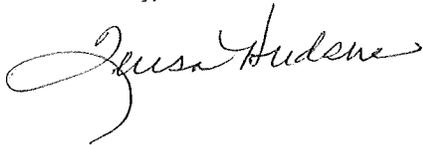
In addition to the established residences, the tract requesting rezoning is also adjacent to a horse facility on the opposite side. This surrounding land use further underscores the incompatibility of light commercial zoning in this location.

Rezoning this property to light commercial use would further intensify these impacts. Increased traffic, noise, extended hours of operation, and changes in lighting and land use are all likely outcomes that would negatively affect the quality of life for myself and my neighbors. Introducing commercial activity immediately adjacent to established residences is incompatible with the long standing residential character of this area.

While I understand and support responsible growth and economic development, this proposed rezoning places an unfair burden on nearby residents who have already absorbed the effects of infrastructure expansion and ongoing residential development. I respectfully request that the Commission consider alternative locations more suitable for commercial use or maintain zoning that protects and preserves the established residential nature of this neighborhood.

Thank you for your time and consideration. I appreciate the opportunity to provide public input and respectfully request that this objection be entered into the public record.

Sincerely, Teresa Hudson



Draft Minutes for the February 3, 2026, Planning Commission Regular Meeting

B) PZ25-0457 Public hearing and recommendation to City Council, at the request of Colum Malcolmson, on behalf of Gladys Timmermann Koepp, Cheryl Timmermann Fonda, to rezone approximately 4 acres out of the Timmermann Subdivision, Lots AAR, ABR, from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) to M-1A AH (Light Industrial Airport Hazard Overlay District), currently addressed at 1239 Barbarosa Road and 1255 Saur Lane. (Applicant: Colum Malcolmson; Owners: Gladys Timmermann Koepp & Cheryl Timmermann Fonda; Case Manager: Mary Lovell, Senior Planner AICP, CNU-A)

Mary Lovell introduced the aforementioned item and recommended approval.

Chair Sonier asked if there were any questions for staff.

Discussion followed on property boundaries, and responses received from neighboring property owners.

Chair Sonier invited the applicant to speak on the item.

Colum Malcolmson elaborated on the request discussing the intent, and efforts made to ensure alignment with airport hazard zoning and other applicable zoning standards.

Chair Sonier opened the public hearing and asked if anyone present wished to speak on the item.

One individual spoke in opposition of the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Discussion followed on existing zoning, allowed uses and the potential for non-residential development.

Motion by Vice-Chair Taylor, seconded by Commissioner Nolte, to recommend approval of the item with staff recommended conditions to City Council. Motion carried unanimously (8-0-0).

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 4 ACRES, BEING OUT OF THE TIMMERMANN SUBDIVISION, LOTS AAR & ABR, CURRENTLY ADDRESSED AT 1239 BARBAROSA ROAD AND 1255 SAUR LANE, FROM R-2 AH (SINGLE-FAMILY AND TWO-FAMILY AIRPORT HAZARD OVERLAY DISTRICT) TO M-1A AH (LIGHT INDUSTRIAL AIRPORT HAZARD OVERLAY DISTRICT); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

WHEREAS, in keeping with the spirit and objectives of the M-1A AH (Light Industrial Airport Hazard Overlay District), the City Council has given due consideration to all components of said district; and

WHEREAS, the rezoning is in compliance with the Future Land Use Plan; and

WHEREAS, it is the intent of the City Council to provide harmony between existing zoning districts and proposed land uses; and

WHEREAS, the requested rezoning is in accordance with Envision New Braunfels, the City's Comprehensive Plan;

WHEREAS, the requested rezoning is in accordance with the City's Strategic Plan;

WHEREAS, the City Council desires to amend the Zoning Map by changing the zoning of approximately 4 acres out of the Timmermann Subdivision, Lots AAR & ABR, currently addressed at 1239 Barbarosa Road and 1255 Saur Lane, from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) to M-1A AH (Light Industrial Airport Hazard Overlay District); and

now, therefore;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by rezoning the following tract of land from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) to M-1A AH (Light Industrial Airport Hazard Overlay District):

Approximately 4 acres out of the Timmermann Subdivision, Lots AAR & ABR, as delineated on Exhibit "A" and described in Exhibit "B", attached.

SECTION 2

THAT all other ordinances, or parts of ordinances, in conflict herewith are hereby repealed

to the extent that they are in conflict.

SECTION 3

THAT if any provisions of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

SECTION 4

THIS ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this 23rd day of February, 2026.

PASSED AND APPROVED: Second reading this 9th day of March, 2026.

CITY OF NEW BRAUNFELS

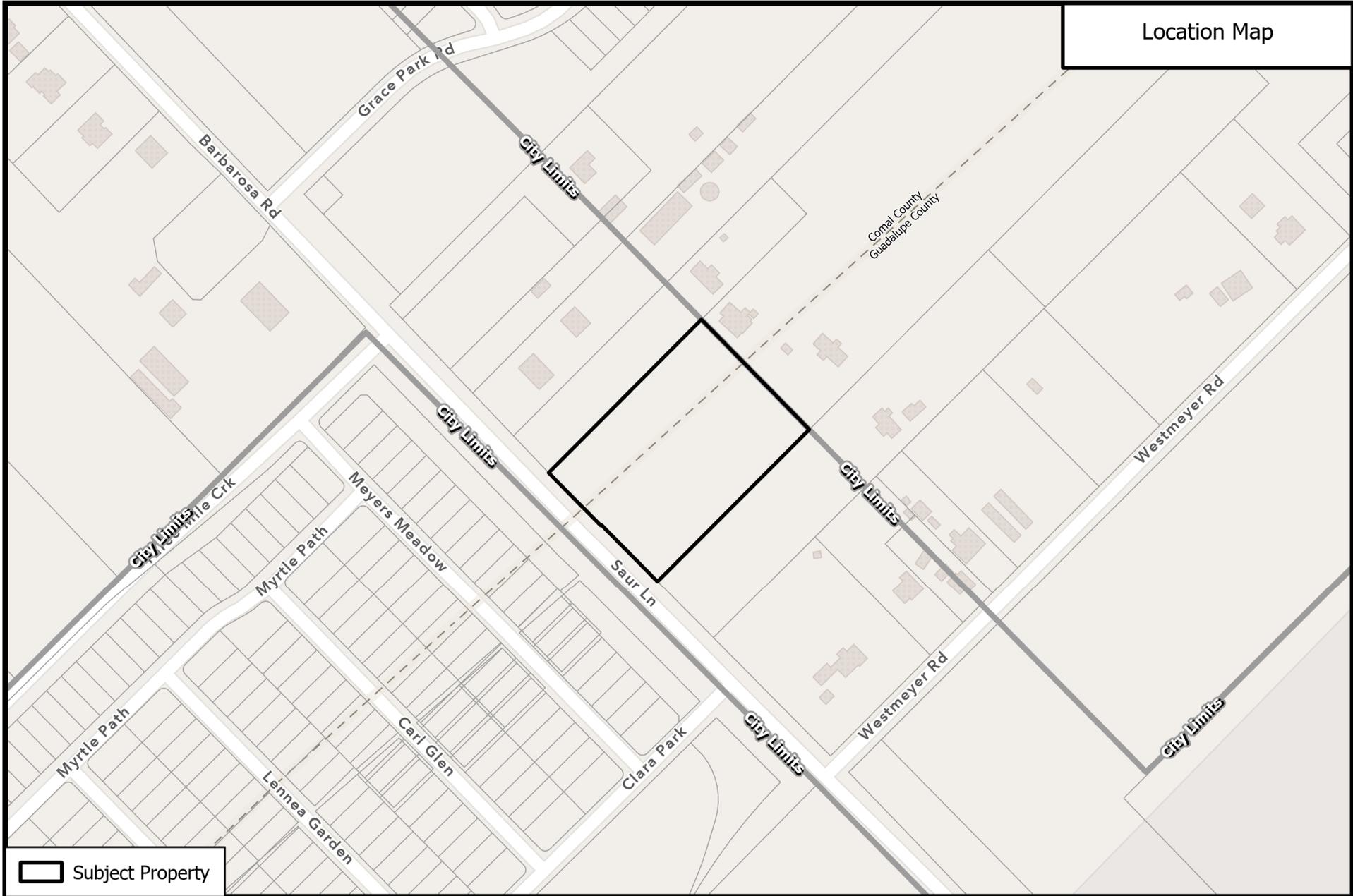
NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney



Location Map

 Subject Property



PZ25-0457
1239 Barbarosa & 1255 Saur Ln -R-2 AH to M-1A AH

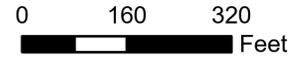


EXHIBIT "B"

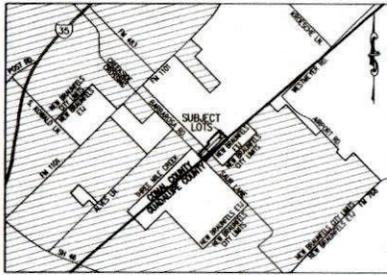
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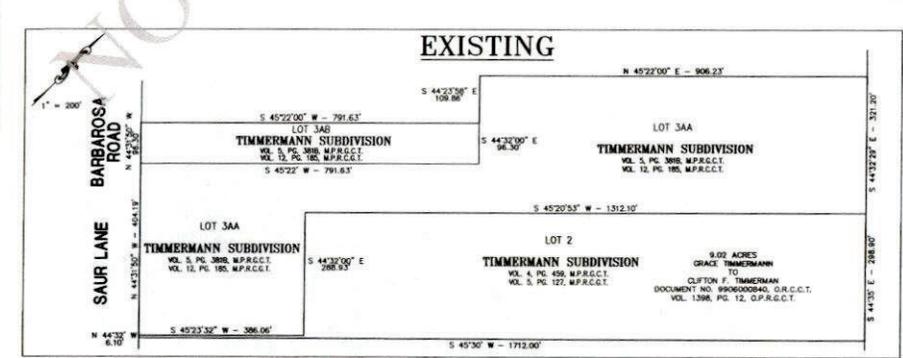
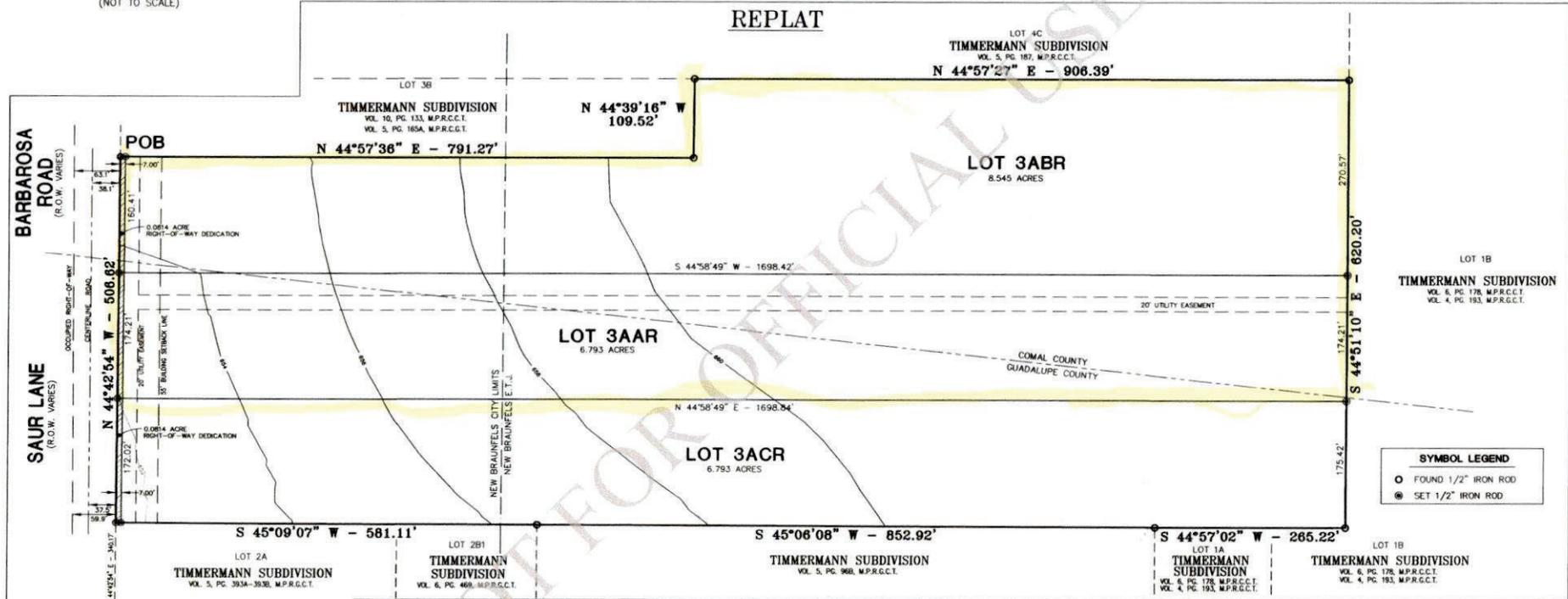
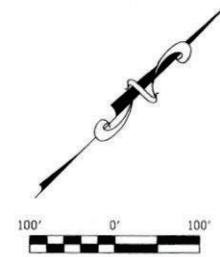
REPLAT OF LOTS 3AA, 3AB, AND A PORTION OF LOT 2, TIMMERMANN SUBDIVISION ESTABLISHING LOTS 3AAR, 3ABR, AND 3ACR

CONSISTING OF:

22.13 ACRES OF LAND, WHICH IS LOTS 3AA AND 3AB, TIMMERMANN SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED UNDER VOLUME 5, PAGE 381B, IN THE MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS, AND UNDER VOLUME 12, PAGE 185, IN THE MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS, AND THE RESIDUE OF 9.02 ACRE TRACT DESCRIBED IN THE DEED FROM GRACE TIMMERMANN TO CLIFTON F. TIMMERMANN RECORDED UNDER VOLUME 1398, PAGE 12, IN THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, AND UNDER DOCUMENT NO. 9906000840, IN THE OFFICIAL RECORDS OF COMAL COUNTY, TEXAS, WHICH IS A PORTION OF LOT 2, TIMMERMANN SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED UNDER VOLUME 4, PAGE 59, IN THE MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS, AND UNDER VOLUME 5, PAGE 127, IN THE MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS, IN A.M. ESNAURIZAR SUBDIVISION NO. 57, A-1 COMAL COUNTY AND GUADALUPE COUNTY, TEXAS.



VICINITY MAP
(NOT TO SCALE)



REPLAT OF LOTS 3AA, 3AB, AND A PORTION OF LOT 2,
TIMMERMANN SUBDIVISION
ESTABLISHING LOTS 3AAR, 3ABR, AND 3ACR
COMAL COUNTY, TEXAS
AND GUADALUPE COUNTY, TEXAS
CONTAINING 3 LOTS
JOB NO. 1302-001-11-500

K LODZIE SURVEYING COMPANY

197 EAST MILL STREET-NEW BRAUNFELS, TX-78130-PHONE: 830-625-6484-FAX: 830-620-6484

ORIGINAL ISSUE DATE: MARCH 24, 2011
ORIGINAL SCALE: 1" = 100'
SHEET 2 OF 2

3/9/2026

Agenda Item No. H)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

Applicants: Ayo Phillips, and TJ Grossi of Schumann Consulting

Owner: Deborah and Garry Miller

SUBJECT:

Approval of the second and final reading of an ordinance requested by Ayo Phillips, and TJ Grossi of Schumann Consulting, on behalf of Deborah and Garry Miller, to rezone approximately 4 acres out of the A M Eznaurizar Survey, Abstract 20, from APD AH (Agricultural/Pre-Development, Airport Hazard Overlay District) to APD AH SUP (Agricultural/Pre-Development, Airport Hazard Overlay District with a Special Use Permit to allow an Assisted Living Facility), currently addressed at 695 Saengerhalle Road.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** 2**BACKGROUND INFORMATION:****Case No:** SUP25-464**Applicant:**

Ayo Phillips

ayo@richseallc.com

Applicant:

TJ Grossi

(708) 203-6660 | tj@schumannconsulting.org

Owner:

Deborah & Garry Miller

(830) 534-3290 | gmliller1948@gmail.com & dgmiller13@yahoo.com

Staff Contact:

Amanda Mushinski, AICP, CNU-A

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

The City Council held a public hearing on February 23, 2026, and unanimously approved the first reading of the applicant's requested rezoning ordinance (7-0-0).

The subject 4-acre tract is located on the northwest corner of the intersection of Saengerhalle Road and Kolbe Trail, and approximately $\frac{3}{4}$ of a mile southwest of the New Braunfels National Airport. It is bordered by APD AH and R-1A-6.6 AH zoning. Adjacent land uses consist of primarily residential properties.

ISSUE:

The applicant requests a Special Use Permit (SUP) to allow an assisted living facility on the subject tract. The

purpose of the APD district is to accommodate low-intensity agricultural and rural uses while allowing for orderly development as urban services become available. Assisted living is not an allowed use within the APD zoning district. The applicant is requesting that this additional use be allowed on the subject property. They believe the tract is well suited for the development of a single-family scale assisted living facility near a residential neighborhood.

Assisted living facilities provide housing and supportive services for individuals who require varying levels of daily assistance while maintaining a residential living environment. These facilities can function at a scale and intensity that differs from traditional multifamily development, with an emphasis on on-site care, limited resident turnover, and managed operations. When located and designed appropriately, assisted living facilities can serve as a transitional residential use that addresses community housing needs for our residents while remaining compatible with surrounding residential and low-intensity development patterns.

Traffic Impact Analysis (TIA): Per adopted ordinance, if a TIA is required, it will be conducted at the Subdivision Platting and/or Building Permit stage, as applicable.

Drainage: Per adopted ordinance, if a drainage study is required, it will be conducted with the Public Infrastructure Construction Plan approval process and/or Building Permit stage, as applicable.

COMPREHENSIVE PLAN REFERENCE:

The request would be consistent with the following actions in Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land-use patterns.
- **Action 1.6:** Incentivize infill development and redevelopment to take advantage of existing infrastructure.
- **Action 2.1:** Sustain community livability for all ages and economic backgrounds.
- **Action 3.1:** Plan for healthy jobs/housing balance.
- **Action 3.3:** Balance commercial centers with stable neighborhoods.
- **Action 3.6:** Pro actively provide a regulatory framework that remains business and resident friendly.

Future Land Use Plan: The subject property is located within the Oak Creek Sub Area and near an existing Civic Center.

STRATEGIC PLAN REFERENCE:

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

- Economic Mobility - Objective: 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.
- Economic Mobility - Objective: 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 - Objective: Develop capital and staffing investments that improve safety, reduce heat islands, and encourage transportation modes that support healthier lifestyles and exercise such as biking, walking and running.

FISCAL IMPACT:

The Land Use Fiscal Analysis (LUFA) recommended action is to prioritize infill projects that add people and buildings in areas with existing infrastructure. This will increase tax revenue without significant impacts on

services and infrastructure costs and distribute cost burdens across more property owners. An increase in development opportunities from rezoning will allow net positive revenue per acre.

RECOMMENDATION:

Rezoning by applying an SUP provides for a discretionary review process that allows for site-specific evaluation to ensure compatibility with surrounding development, and the ability to impose conditions as appropriate while still requiring compliance with all other applicable standards. The request supports the intent of the APD base zoning district by accommodating a managed residential use while maintaining flexibility for orderly development as urban services become available.

The proposed use is consistent with applicable actions of Envision New Braunfels, including those related to balanced land use patterns, community livability for all ages, and a healthy job-housing balance. Staff recommends approval with the following condition:

- Development of the site shall comply with all applicable Code of Ordinances requirements, including but not limited to buffering, landscaping, access, and site design standards.

While this is required regardless, adding it as a condition would serve as a consistent reminder to the property owner as well as the reviewing entities that there are no additional code deviations.

The Planning Commission held a public hearing on February 3, 2026, and unanimously recommended approval of the applicant's request (8-0-0).

Code of Ordinances Sec. 144-2.1 *Changes and Zoning Amendments:*

(b) *Considerations for approving or denying a zoning change.* In making a determination regarding a requested zoning change, the planning commission and the city council shall consider the following factors:

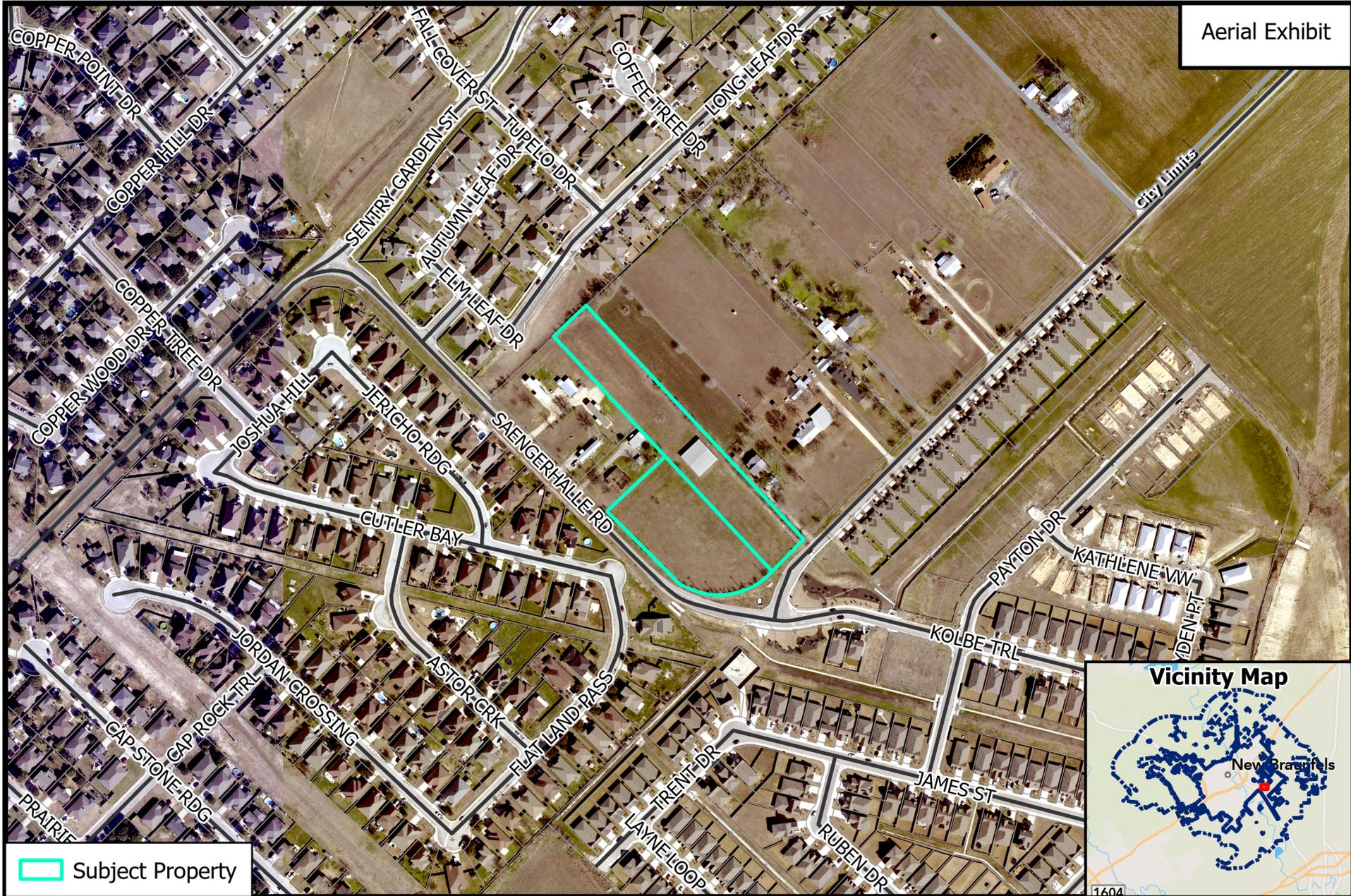
- (1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;
- (2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
- (3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;
- (4) Any other factors that will substantially affect the public health, safety, morals, or general welfare; and
- (5) Whether the request is consistent with the comprehensive plan.

Mailed notification as required by state statute:

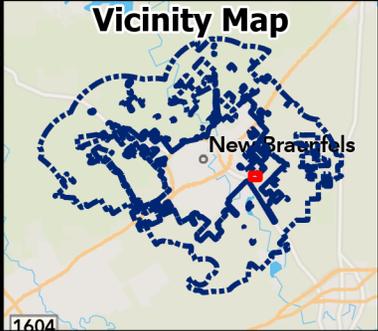
Public hearing notices were sent to 30 owners of property within 200 feet of the request. As of the date this agenda was posted, a supermajority vote of City Council is not required to approve the applicant's request.

Resource Links:

- Chapter 144, Sec. 144-3.4-1 (APD) of the City's Code of Ordinances:
[https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?_ga=2.171111111.171111111.171111111-171111111.171111111)
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances:
[https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?_ga=2.171111111.171111111.171111111-171111111.171111111)

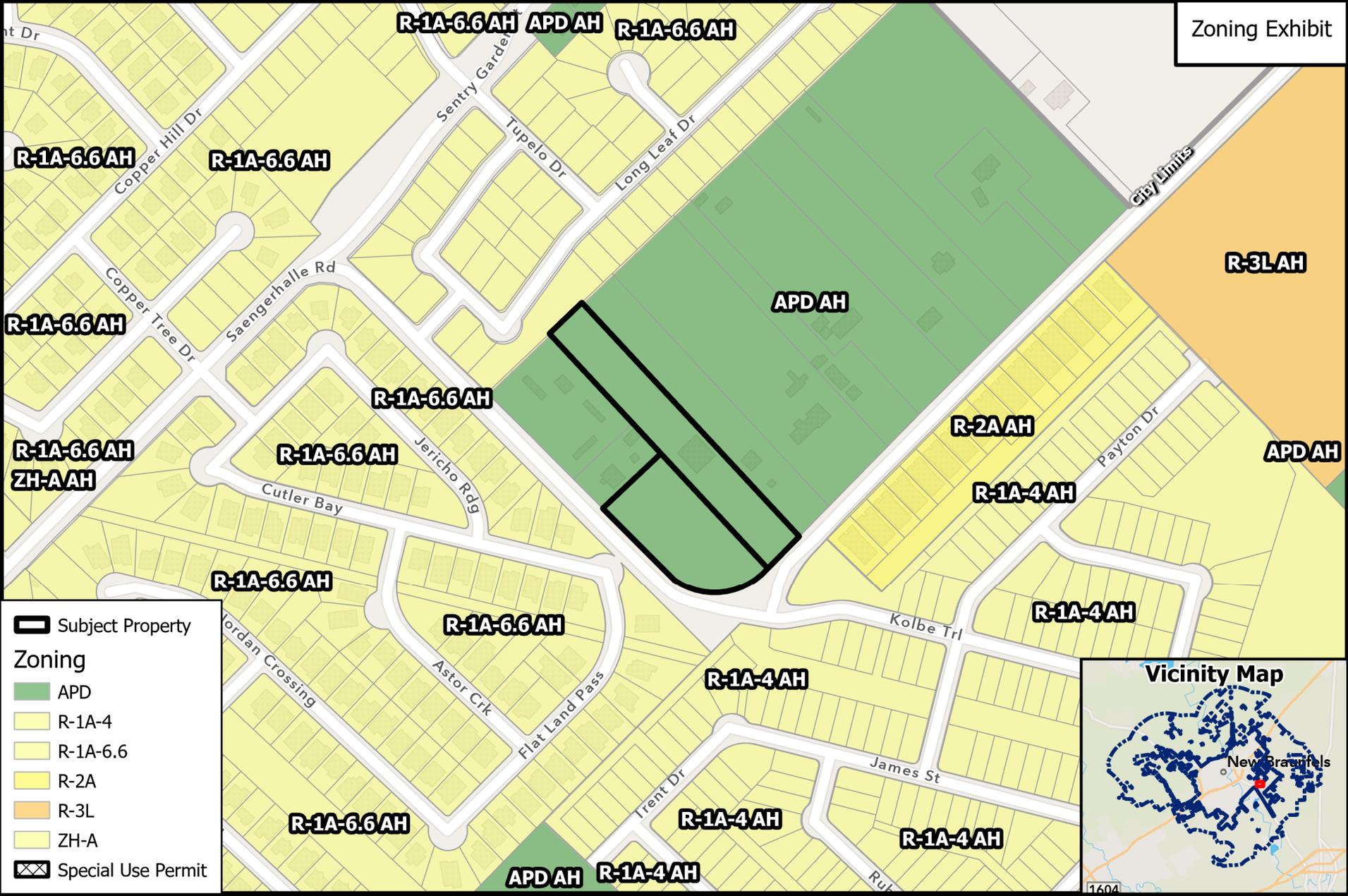


Subject Property

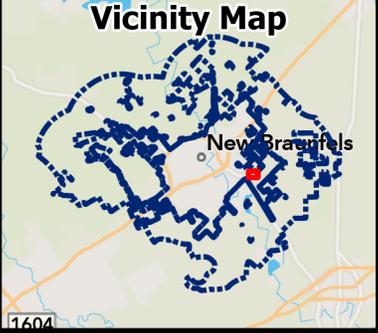


SUP25-464
695 Saengerhalle Rd - SUP for Assisted Living Facility





- Subject Property
- Zoning**
- APD
- R-1A-4
- R-1A-6.6
- R-2A
- R-3L
- ZH-A
- Special Use Permit



SUP25-464
695 Saengerhalle Rd - SUP for Assisted Living Facility



TO: City of New Braunfels Planning Staff
555 N Landa Street
New Braunfels, TX 78130

DATE: 12.23.2025

FROM: TJ Grossi (Schumann Consulting)
977 N Live Oak
New Braunfels, TX 78130

SUBJECT: Saengerhalle Assisted Living SUP

Dear Planning Commission and City Staff,

We respectfully submit this letter in support of a Type 1 Special Use Permit request to allow a single-story, residential-style assisted living facility on the property located at 695 Saengerhalle Rd in the City of New Braunfels, Texas. The subject property is currently zoned APD.

The proposed development is designed to be compatible with the surrounding area in both scale and character. The single-story structure will reflect a residential architectural style and is intended to blend seamlessly with nearby properties while providing a low-impact use consistent with the intent of the APD zoning district.

The assisted living facility will serve a growing community need by providing quality housing and care for seniors in a safe, well-managed, and neighborhood friendly environment. The use is expected to generate minimal traffic, noise, and other external impacts and will comply with all applicable development standards, buffering, and operational requirements established by the City.

The property is currently under contract for sale. The potential buyer is looking to acquire and operate this facility if the rezoning (SUP) would allow this use. His desire for this property was that it is adjacent to residential properties and wanting an assisted living facility to be a part of the neighborhood and not in a commercial setting.

Please do not hesitate to contact us should you have any questions or require additional information.

Respectfully,
TJ Grossi
Schumann Consulting, on behalf of the Property Owner

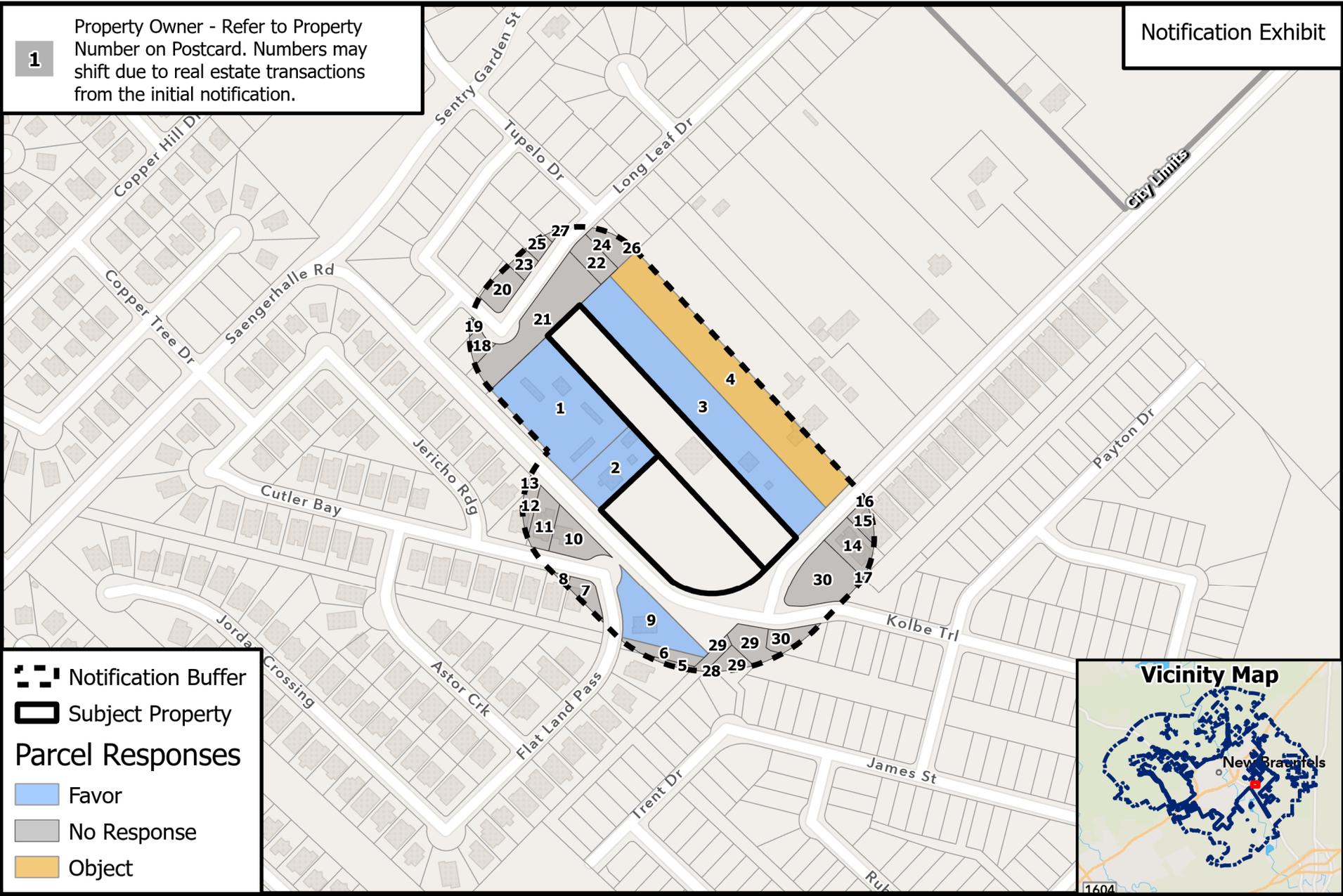


Subject property facing east along Saengerhalle Rd



**Subject property facing north near intersection of
Kolbe Trail and Saengerhalle Road**

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

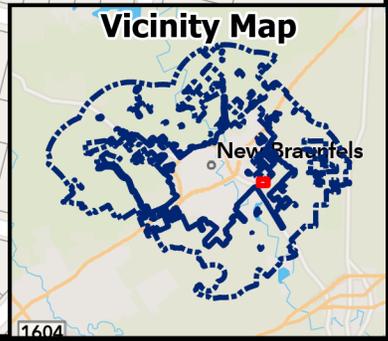


Notification Buffer
 Notification Buffer

Subject Property
 Subject Property

Parcel Responses

- Favor
- No Response
- Object



SUP25-464
695 Saengerhalle Rd - SUP for Assisted Living Facility



PLANNING COMMISSION – February 3, 2026 – 6:00PM

City Hall Council Chambers

Applicant: Ayo Phillips and TJ Grossi

Address/Location: 695 SAENGERHALLE RD

SUP25-464

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. TIMMERMANN JOHN O'NEAL | 18. ROBINSON EUGENE STEVEN & SAVANNAH ABIGAIL |
| 2. MC COY RICHARD J & LORI M | 19. VALDEZ ROBERT NICKIE LUCERO |
| 3. KRUEGER JAMES | 20. NEXPOINT SFR SPE 3 LLC |
| 4. BAERWALD RUDY JR | 21. GROTHUES FINANCIAL LTD |
| 5. MANNING TRAYCI NOELLE & SHANNON RAY MANNING | 22. SCOTT LESLIE |
| 6. CAPROCK ASSOCIATION INC | 23. JUHAS JOSHUA MATTHEW |
| 7. MARTINEZ MONICA MICHELLE | 24. MILLER ROBERT DUANE |
| 8. JASIK ALEC & KARLEIGH JASIK | 25. DELEON MIGUEL JR |
| 9. DAVIED ERIC MICHAEL & YI ZHANG | 26. FLETCHER MISTY ANN & DENNIS W REMMERS JR |
| 10. AKSZTULEWICZ EDWARD J | 27. VELA JOHNNY IV & REBECCA ALISON VELA |
| 11. ALVIZO DIANA | 28. COULTER JEFFREY RYAN & VICTORIA S COULTER |
| 12. RAMIREZ HECTOR G & YOLANDA | 29. SAENGERHALLE MEADOWS HOMEOWNERS ASSOCIATION INC |
| 13. SHAVILL LEE & STEPHANIE HILTON | 30. CONTINENTAL HOMES OF TEXAS LP |
| 14. NYVK FAMILY TRUST DTD DEC 11, 2017 | |
| 15. TINDALL HAYDEN B | |
| 16. WILLIAMS JOHN S | |
| 17. SAENGERHALLE ESTATES HOMEOWNERS ASSOCIATION | |

SEE MAP

BAERWALD RUDY JR
701 SAENGERHALLE RD
NEW BRAUNFELS TX 78130
Property #: 4
SUP25-464
Case Manager: AM

SUP 25-464

To whom this memo is

I received a letter from [redacted] stating that [redacted] regarding of this property is also a request for a [redacted] (construction) of an assisted

Most people would assume [redacted] facility would be for [redacted] always the case. The [redacted] (bother) to give a definite notice that was sent to nearby residences. There are many other people in society that require "assisted living" other than the elderly. Because of this, I am opposed to this type of facility here.

The Miller's property is in the middle of a pure residential neighborhood. That being said, the fact that it would require a "special use permit" tells me it probably shouldn't be here. My feeling is that this property would be better suited for a residential mini storage. I think that would definitely serve the surrounding neighborhoods.

Sincerely,
Rudy Baerwald, 701 Saengerhalle Rd.

COMMENTS

FAVOR
OPPOSE

See attached -

RECEIVED
FEB 02
BY: [Signature]

SUP 25-464

January 29, 2026

To whom this memo may concern:

I received a letter from the City of New Braunfels stating that Deborah and Gary Miller are requesting rezoning of this property on Saengerhalla Road. There is also a request for a special use permit for the construction of an assisted living facility.

Most people would assume that an assisted living facility would be for the elderly; that is not always the case. The City of New Braunfels did not bother to give a definition of the facility in the notice that was sent to nearby residences. There are many other people in society that require "assisted living" other than the elderly. Because of this; I am opposed to this type of facility here.

The Miller's property is in the middle of a pure residential neighborhood. That being said, the fact that it would require a "special use permit" tells me it probably shouldn't be here. My feeling is that this property would be better suited for a residential mini storage. I think that would definitely serve the surrounding neighborhood.

Sincerely,
Budy Bausewald, 701 Saengerhalla Rd.

DAVIED ERIC MICHAEL & YI ZHANG

350 FLAT LAND PASS

NEW BRAUNFELS TX 78130

Property #: 9

SUP25-464

Case Manager: AM

FAVOR

OPPOSE

COMMENTS



MC COY RICHARD J & LORI M
603 SAENGERHALLE RD
NEW BRAUNFELS TX 78130
Property #: 2
SUP25-464
Case Manager: AM

FAVOR
OPPOSE

COMMENTS

I have seen the plans,
and as long as nothing
changes, I agree.

RECEIVED
FEB 03
BY: *AdMhik*

TIMMERMANN JOHN O'NEAL
551 SAENGERHALLE RD
NEW BRAUNFELS TX 78130
Property #: 1
SUP25-464
Case Manager: AM

FAVOR
OPPOSE

COMMENTS

RECEIVED
FEB 03
BY: *AdMhik*

KRUEGER JAMES
697 SAENGERHALLE RD
NEW BRAUNFELS TX 78130
Property #: 3
SUP25-464
Case Manager: AM

FAVOR
OPPOSE

COMMENTS

I DON'T HAVE ANY
PROBLEM WITH IT

RECEIVED
FEB 03
BY: *AdMhik*

Draft Minutes for the February 3, 2026, Planning Commission Regular Meeting

- C) SUP25-464 Public hearing and recommendation to City Council requested by Ayo Phillips, and TJ Grossi of Schumann Consulting, on behalf of Deborah and Garry Miller, of approximately 4 acres out of the A M Eznaurizar Survey, Abstract 20, from APD AH (Agricultural/Pre-Development District, Airport Hazard Overlay) to APD AH SUP (Agricultural/Pre-Development District, Airport Hazard Overlay with a Special Use Permit to allow an Assisted Living Facility), currently addressed at 695 Saengerhalle Road. (Applicant: TJ Grossi; Owner: Deborah & Garry Miller; Case Manager: Amanda Mushinski, Planner, AICP, CNU-A)**

Amanda Mushinski introduced the aforementioned item and recommend approval with the conditions outlined in the staff report.

Chair Sonier asked if there were any questions for staff.

Brief discussion followed on the scope of intended uses as part of the request.

Chair Sonier invited the applicant to speak on the item.

TJ Grossi elaborated on the request discussing project intent, compatibility with the surrounding area, state-regulated unit limits, memory care and related services under the assisted living umbrella, prior experience with similar developments, the proposed conceptual designs, and anticipated traffic impacts.

Brief discussion followed on received written responses from neighboring property owners.

Chair Sonier opened the public hearing and asked if anyone present wished to speak on the item.

Two individuals spoke in favor of the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Motion by Commissioner Allsup, seconded by Commissioner Nolte, to recommend approval of the item. Motion carried unanimously (8-0-0).

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 4 ACRES, BEING OUT OF THE A M EZNAURIZAR SURVEY, ABSTRACT 20, CURRENTLY ADDRESSED AT 695 SAENGERHALLE ROAD, FROM APD AH (AGRICULTURAL/PRE-DEVELOPMENT DISTRICT, AIRPORT HAZARD OVERLAY) TO APD AH SUP (AGRICULTURAL/PRE-DEVELOPMENT DISTRICT, AIRPORT HAZARD OVERLAY WITH A SPECIAL USE PERMIT TO ALLOW AN ASSISTED LIVING FACILITY); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

WHEREAS, in keeping with the spirit and objectives of a Special Use Permit, the City Council has given due consideration to all components of said permit; and

WHEREAS, the City recognizes that granting such a permit is possible while promoting the health, safety and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

WHEREAS, it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatible and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144 of the New Braunfels Code of Ordinances; and

WHEREAS, the property is located in an area suitable for an Assisted Living Facility use; and

WHEREAS, the requested rezoning is in accordance with Envision New Braunfels, the City's Comprehensive Plan; and

WHEREAS, the requested rezoning is in accordance with the City's Strategic Plan; and

WHEREAS, the City Council desires to grant a Special Use Permit at 695 Saengerhalle Road, to allow an Assisted Living Facility in the APD AH (Agricultural/Pre-Development District, Airport Hazard Overlay); **now, therefore;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following tract of land as a "Special Use Permit" for the uses and conditions herein described:

Being out of the A M Eznaurizar Survey, Abstract 20, being as delineated on Exhibit "A" and depicted on Exhibit "B" attached.

SECTION 2

THAT the Special Use Permit be subject to the following additional conditions:

1. Development of the site shall comply with all applicable Code of Ordinances requirements, including but not limited to buffering, landscaping, access, and site design standards.

SECTION 3

THAT all other ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent that they are in conflict.

SECTION 4

THAT if any provisions of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

SECTION 5

THIS ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this 23rd day of February 2026.

PASSED AND APPROVED: Second reading this 9th day of March 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

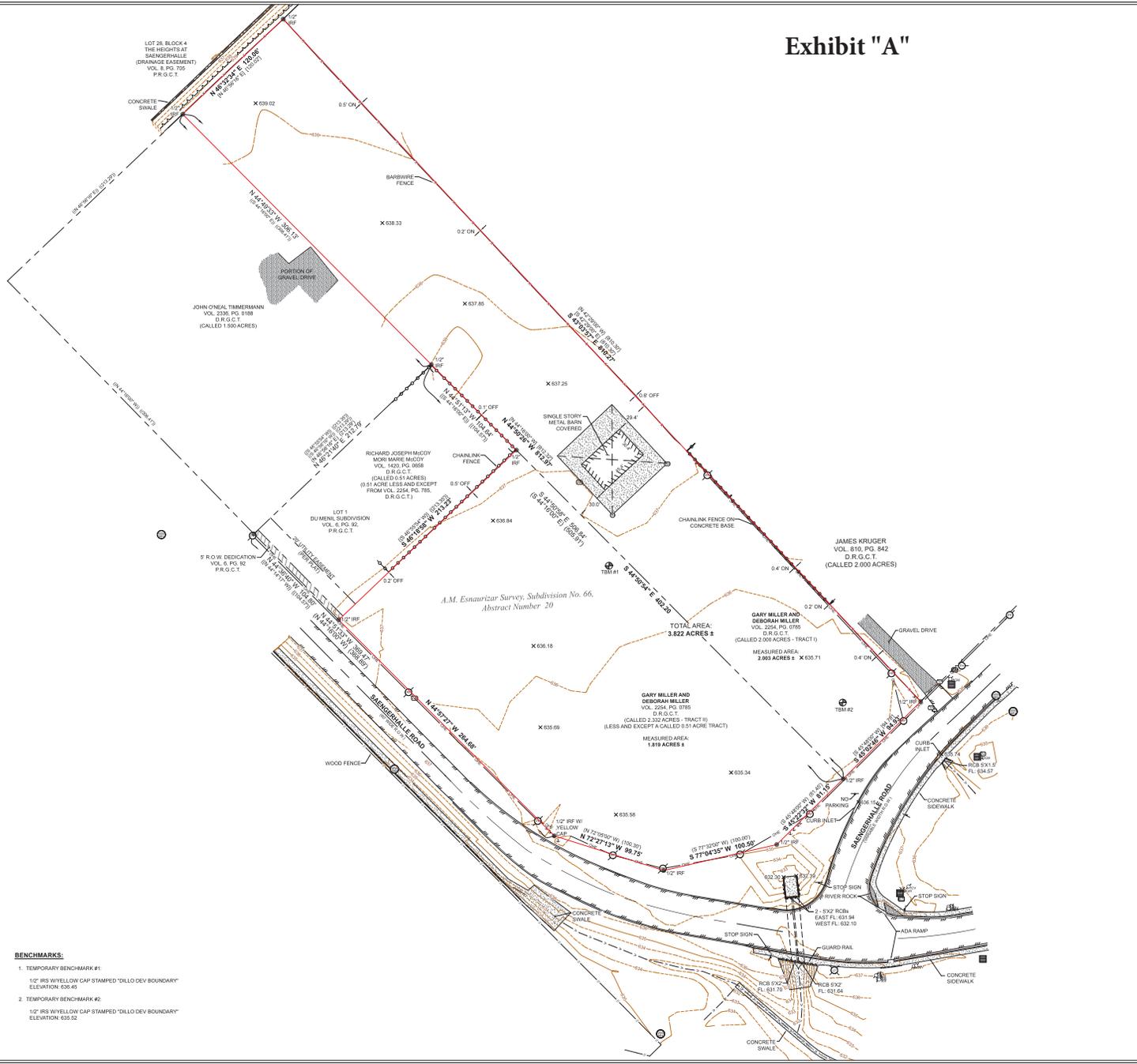
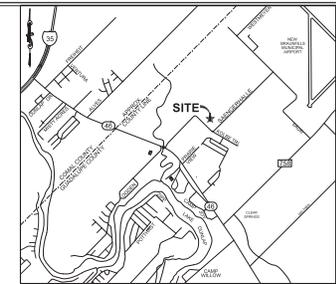
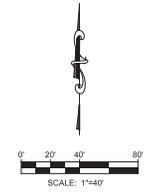
ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

Exhibit "A"



VICINITY MAP
(Not to Scale)

LEGEND

●	TEMPORARY BENCHMARK	■	CONCRETE
○	IRON ROD FOUND (USE NOTED)	▨	GRAVEL/RIVER ROCK
⊕	IRIGATION CONTROL VALVE	—	PROPERTY LINE
⊖	TELEPHONE FIBER/STAL	- - -	ADJACENT LINE
⊗	TRANSFORMER	—	BARBED-WIRE FENCE
⊙	ELECTRIC METER	—	CHAIN-LINK FENCE
⊕	WATER METER	—	WOOD FENCE
⊖	WASTE WATER MANHOLE	—	EDGE OF PAVEMENT
⊙	FIRE HYDRANT	—	OVERHEAD UTILITY
⊕	POWER POLE	—	FLOW LINE/SWALE
⊖	LIGHT POLE	—	MINOR CONTOUR LINES
⊙	GUY ANCHOR	—	MAJOR CONTOUR LINES
⊕	GAS VALVE	—	GUARD RAIL
⊖	SPOT ELEVATION	—	TOP OF BANK
⊙	SIGN	⊕	RIGHT OF WAY
⊖	BURIED GAS MARKER	⊕	SPOT ELEVATION
⊙	VUAULT	⊕	VOL. 2264, PG. 0785 TRACT II BEARINGS AND DISTANCES
⊕	WATER SPROUT	⊕	VOL. 2264, PG. 0785 TRACT I BEARINGS AND DISTANCES
⊖	MALIBOX	⊕	VOL. 810, PG. 842 BEARINGS AND DISTANCES
		⊕	VOL. 2266, PG. 0788 BEARINGS AND DISTANCES
		⊕	VOL. 2266, PG. 0788 BEARINGS AND DISTANCES
		⊕	OFFICIAL PUBLIC RECORDS: GUADALUPE COUNTY TEXAS
		⊕	OFFICIAL PUBLIC RECORDS: GUADALUPE COUNTY TEXAS
		⊕	DEED RECORDS: GUADALUPE COUNTY TEXAS
		⊕	DEED RECORDS: GUADALUPE COUNTY TEXAS
		⊕	PLAT RECORDS: GUADALUPE COUNTY TEXAS
		⊕	PLAT RECORDS: GUADALUPE COUNTY TEXAS

- GENERAL NOTES:**
- BEARINGS ARE BASED ON PROPERTY CORNERS FOUND AND ROTATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (GRID NORTH, SOUTH CENTRAL ZONE (4064), NAD 1983, GEOID 18. DISTANCES ARE IN U.S. SURVEY FEET (GRID).
 - UNDERGROUND UTILITIES NOT LOCATED OR SHOWN.
 - PROPERTY IS SUBJECT TO ALL APPLICABLE DEVELOPMENT CODES AND ZONING ORDINANCES.
 - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THE SURVEYOR DID NOT RESEARCH THE DEED RECORDS.
 - PER WWW.FEMA.GOV, THIS PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN MAP NUMBER 48107010F, DATED 11/20/07 AND 48107010F, DATED 02/20/04.
 - FENCES SHOWN HEREON ARE GRAPHIC ONLY WITH DIMENSIONAL TIES SHOWN AT SPECIFIC LOCATIONS WHERE THEY WERE PHYSICALLY MEASURED. MEASUREMENTS ARE TO THE INSIDE OF THE FENCE FROM THE SUBJECT PROPERTY. THE FENCE LINE MAY MEASURE BETWEEN MEASURED LOCATIONS.

SURVEYOR'S CERTIFICATION

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION 1 AND TITLE SURVEY.

THIS FIELD WORK WAS COMPLETED ON DECEMBER 8, 2025

Seth Reichman
SETH REICHMAN, RPLS
R.P.L.S. NO. 0735
DECEMBER 17, 2025

FIELD CREW DP: 2/4
DRAWN BY: ALA
REVISION #

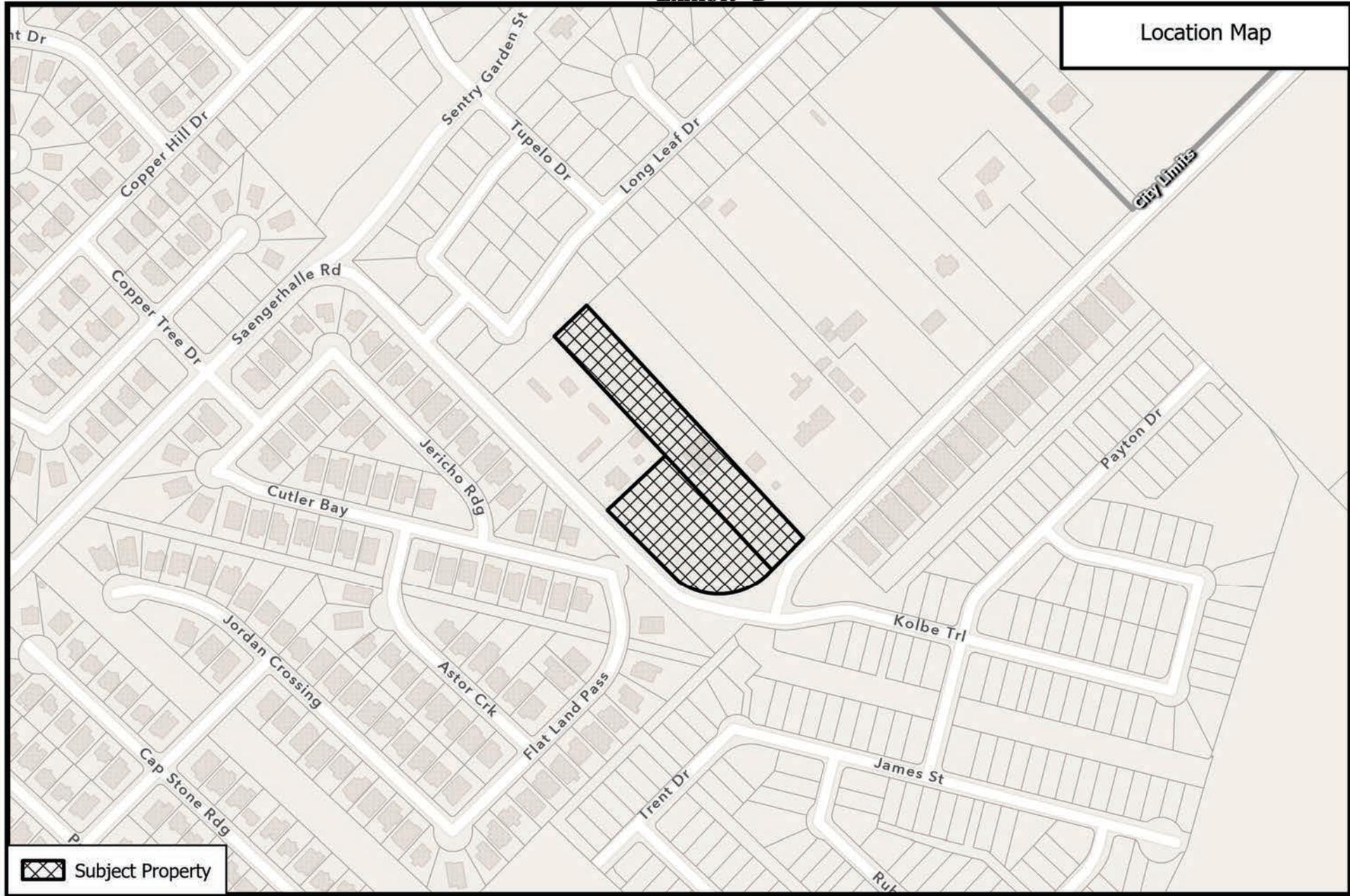
TOPOGRAPHIC SURVEY
3.822 ACRE TRACT
SITUATED IN THE A.M. ESNAURIZAR SURVEY, SUBDIVISION NO. 66
ABSTRACT NUMBER 20, CITY OF NEW BRAUNFELS,
GUADALUPE COUNTY, TEXAS
ADDRESS: 695 SAENGERHALLE ROAD, NEW BRAUNFELS, TEXAS

PREPARED FOR
Ayo Phillips
7500 Rialto Blvd,
Austin, TX 78735

SURVEYOR
DILLO DEV
Engineering Surveyors | Planning
Contact: Seth Reichman, RPLS
Tel: (830) 282-0333 Email: Info@DilloDev.com
Address: 907 Broadway, New Braunfels, TX 78130
TX Engineering Firm No. F-22833 JOB NO. 25168
TX Surveying Firm No. 10194711 SHEET 1 OF 1

DILLO DEVELOPMENT SERVICES, LLC
10000 Highway 100, Suite 100, New Braunfels, TX 78130
C:\Users\jreid\OneDrive\Documents\Projects\2025\Topo\2025_08_28_Saengerhalle_Topographic_Survey_A1.dwg Dec 17:20:25 - 1/24/26

Exhibit "B"



SUP25-464 695 Saengerhalle Rd - SUP for Assisted Living Facility



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 anyone else is at that party's risk and without liability to the City of New Braunfels, its officials or employees for any discrepancies, errors, or variances which may exist.

3/9/2026

Agenda Item No. A)

PRESENTER:

Jared Werner, Assistant City Manager
Tanya Pence, President Convention and Visitors Bureau

SUBJECT:

Discuss and possible action approving the petitions received and validated for the potential creation of a Tourism Public Improvement District (TPID) as authorized by Chapter 372 of the Texas Local Government Code and announce the dates and times of the public hearings.

DEPARTMENT: N/A**COUNCIL DISTRICTS IMPACTED:** N/A**BACKGROUND INFORMATION:**

A Tourism Public Improvement District (TPID) is a state-authorized tool designed to enhance and promote tourism, hotel activity, and year-round visitation within a defined geographic area. Its primary purpose is to generate dedicated funding for expanded marketing and promotional initiatives that support a stronger and more resilient tourism economy. Ten Texas cities, including Waco, Corpus Christi, Frisco, Denton, and Addison currently operate TPIDs.

For New Braunfels, creation of a TPID directly aligns with the City's Strategic Plan, particularly the Economic Mobility and Organizational Excellence strategic priorities. Several local factors further support consideration of a TPID:

- Hotel Occupancy Taxes have relatively stagnated since FY 2022.
- In-progress redevelopment and mixed used centers in the downtown area are expected to increase year-round tourism demand.
- There is a strong relationship between the performance of the tourism economy and sales tax collections. A portion of sales tax revenue is tied directly to property tax relief.
- Advertising and promotion costs have increased significantly since COVID; additional resources would allow for an expanded campaign and broader reach.

A TPID would provide the resources needed to expand marketing into additional regions and during more months of the year. The proposed assessment is 2% of the room rate, with an expected average annual revenue of \$1.2 million. Eligible lodging properties include those within the city limits with five or more rooms unless they derive a majority of revenue from admission tickets.

Under the proposed service plan:

- 85% of funding must support marketing, attracting groups, and sales activities.
- 10% is allocated to research and administration.
- 5% is reserved for contingencies.

Council Consideration This Evening:

The only action requested is approval of the petitions submitted and validated by the City Secretary's Office (certification attached). Council was notified the public notice was published in the paper and notices were mailed to the hoteliers. The dates and times of the two (2) public hearings for 3/23/2026 will also be announced by City Council.

Proposed TPID Timeline:

- November: City Council considered format and content of the proposed petition and service plan.
- Dec-Jan: Chamber of Commerce gathered petition signatures.
- March: Petition validated; Council orders and holds *public hearings March 23*.
- April: Council considers final approval to create the TPID
- July 1st: TPID assessments begin.

Administration

The TPID assessment would be collected using the same process currently in place for local hotel tax collections. A TPID board, comprised of lodging representatives, would oversee expenditures, with non-voting representatives from the City and the Chamber/CVB. City Council must review and approve the service plan annually throughout the 10-year authorization period.

Note: This topic was previously presented to City Council for discussion at the June 30 workshop, the November 17 presentation meeting and the February 2 workshop.

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity

Organizational Excellence Community Well-Being N/A

Objective - Support Confluence, the New Braunfels Chamber of Commerce Economic Development Strategic Plan, by helping to ensure a community that supports targeted industries and increases the diversity of job opportunities in the community.

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

FISCAL IMPACT:

There is no fiscal impact associated with this item.

RECOMMENDATION:

Approval of accepting the petitions submitted and validated by the City Secretary's Office.

General Certification

I, Gayle Wilkinson, the duly appointed and qualified Clerk of the Council of the city of New Braunfels, TX, do hereby certify the validation process needed for signed petitions submitted from 23 qualifying hotel properties that meet the following criteria for the formation of a Tourism Public Improvement District (TPID).

76% appraisal value
67% lot size
61% of hotels

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of the City of New Braunfels, TX, this 19th day of February, A.D., 2026.



2/19/2026

Date:



3/9/2026

Agenda Item No. B)

PRESENTER:

Garry Ford, Transportation and Construction Services Director

SUBJECT:

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

DEPARTMENT: Transportation and Construction Services**COUNCIL DISTRICTS IMPACTED:** 2 & 5**BACKGROUND INFORMATION:**

The Texas Department of Transportation (TxDOT) is proposing to improve State Highway 46 from I-35 in New Braunfels and Comal County to I-10 in Seguin and Guadalupe County. Improvements along State Highway 46 are needed to meet current and future traffic volumes and regional population growth. The purpose of the project is to reduce congestion, improve mobility, and increase safety along State Highway 46. TxDOT is proposing to expand SH 46 with operational and corridor improvements, including additional lanes, overpasses, and intersection improvements.

The schematic design, public outreach, and environmental study have been funded by TxDOT and are currently underway. Final project funding, including final design, right-of-way acquisition, and construction, has not been secured. The investment needed for the State Highway 46 project is significant and requires broad regional support from many stakeholders. Regional support is a critical factor for TxDOT and the Alamo Area Metropolitan Planning Organization in placing the project in long- and short-range plans and in providing final project funding.

The City of New Braunfels has been working collaboratively with TxDOT, Comal County, the City of Seguin, and Guadalupe County to understand the transportation needs and develop a shared project vision. The City of New Braunfels is also working with the State Highway 46 Task Force, including agency partners, the private sector, and staff from the New Braunfels and Seguin Chambers of Commerce and Economic Development. All recognize the importance and need of the State Highway 46 project.

The proposed resolution will join local and regional partners in demonstrating joint support for the regional project and its importance to help secure full or partial funding. Comal County Commissioners Court approved a similar resolution on December 11, 2025.

ISSUE:

Strategic Plan: Enhanced Connectivity: Objectives: 4. Collaborate with governmental partners to improve transportation access and connections throughout the region.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

No funding obligations are included in the resolution.

RECOMMENDATION:

Approval of a resolution in support of the regional expansion of State Highway 46 between New Braunfels and Seguin.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, TO SUPPORT REGIONAL EXPANSION OF STATE HIGHWAY 46 BETWEEN NEW BRAUNFELS AND SEGUIN.

WHEREAS, the City of New Braunfels, Comal County, Guadalupe County, and neighboring cities have been documented by the U.S. Census Bureau as one of the fastest growing regions in the United States; and

WHEREAS, the City of New Braunfels supports transportation strategies and projects to manage growth and development; and

WHEREAS, the City of New Braunfels supports the expansion of SH 46 between New Braunfels and Seguin with improvements and direct connectors at the interchange of SH 46 and IH 35; and

WHEREAS, the project will be developed in partnership with neighboring communities, regional county and city officials, the Texas Department of Transportation, the Alamo Area Metropolitan Planning Organization, and other community stakeholders; and

WHEREAS, these transportation projects will likely use existing and new roadway alignments, which directly impact local communities; and

WHEREAS, because of the potential impact on local communities, this project should provide, among other things, for local transportation needs, local access, local economic development opportunities, and connectivity considerations for local users.

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

THAT, the City of New Braunfels hereby calls for planning and expansion of SH 46 between New Braunfels and Seguin with direct connectors at the interchange of SH 46 and IH 35; and

THAT, where practicable and feasible, consideration be given to using current roadway alignments to reduce the impact on local landowners and businesses.

PASSED, ADOPTED, AND APPROVED this 9th day of March, 2026.

City of New Braunfels, Texas

NEAL LINNARTZ, Mayor

Attest:

GAYLE WILKINSON, City Secretary

3/9/2026

Agenda Item No. C)

PRESENTER:

Jordan Matney, Deputy City Manager

SUBJECT:

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

DEPARTMENT: Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** 5**BACKGROUND INFORMATION:**

The City's Chapter 380 Economic Development program Policies and Procedures outlines the requirements and process for proposed 380 Agreements. The proposed Chapter 380 Economic Development Agreement with The New Braunfels Hotel Company will promote local economic development, stimulate business and commercial activity, increase the ad valorem tax base for the City, and will preserve a historically significant building in the City's Downtown area. Additionally, the Agreement will address the following 2024-2029 City Strategic Plan Principle:

Community Identity: *Foster a sense of community for all City residents, preserve the City's key historic and cultural assets, expand cultural programming, and take advantage of development opportunities that complement the City's unique heritage.*

Project Background:

The Faust Hotel is a historic landmark in Downtown New Braunfels and is on the National Register of Historic Places. Originally built in 1929 as the Travelers Hotel, it was renamed The Faust Hotel in 1936. It has since attracted tourists, conventions, and local visitors for almost 100 years, and is one of the only hotels built in Texas during that era still operating as a hotel.

The Faust is wrapping up a significant renovation project with a focus on preserving its historic structure and appearance while also upgrading safety, accessibility, and comfort to more modern standards. Areas receiving updates include the hotel rooms, event spaces, restaurant, bar, and kitchen areas. The original budget for the building renovations was set at \$7M, but the project encountered significant areas of scope expansion beyond the original projections. The owner elected to undertake additional work not originally included in that scope due to concerns of safety, efficiency and longevity. Such changes, for example, included a complete removal and replacement of electrical infrastructure including circuit breakers, wiring, junctions and other components. Other improvements included replacement of the sewer main and complete restoration of the historic exterior windows. These projects, while not technically required, are examples of rehabilitation efforts outside the initial scope of work but serve to enhance and modernize the historic structure in downtown New Braunfels' core.

The owner requested consideration for incentives from the City of New Braunfels in 2025 while the project was underway. The proposed Chapter 380 Economic Development Agreement would rebate all the Hotel Occupancy Taxes (HOT) generated by the hotel for five (5) years or \$1M, whichever comes first.

ISSUE:

Consideration of a supporting resolution and a 380 Economic Development Agreement with The Faust to rebate 100% Hotel Occupancy Taxes for five years or \$1M, whichever comes first.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The proposed agreement would rebate new HOT funds the project generates up to \$1 million or for five years, whichever is first.

RECOMMENDATION:

Staff recommends approval of the supporting resolution and Chapter 380 Agreement.

RESOLUTION NO. 2026-RXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH THE NEW BRAUNFELS HOTEL COMPANY, A PROJECT CONSISTENT WITH THE GENERAL STATEMENT OF PURPOSE OF THE CITY'S CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM POLICIES AND PROCEDURES.

WHEREAS, the City of New Braunfels's ("City") Chapter 380 Economic Development Program (the "Policy"), in accordance with Chapter 380 of the Texas Local Government Code, allows municipalities to make loans or grants of public funds to promote local economic development and to stimulate business and commercial activity; and

WHEREAS, the Policy was originally adopted in 2015 and modified in early 2026 to simplify the policy, expand the number and types of businesses/organizations eligible to receive public funds; and

WHEREAS, the New Braunfels Hotel Company (the "Company") has invested or plans to invest approximately \$10 million cumulative toward a renovation, improvement, and expansion of the Faust Hotel located at 240 S. Seguin Avenue (the "Property" or "Faust Hotel") and furniture and fixtures (collectively, the "Project") all to be located within the city limits of New Braunfels; and

WHEREAS, the Faust Hotel opened in 1929 and is within walking distance of the New Braunfels Civic/Convention Center; and

WHEREAS, the Faust Hotel is within the Downtown Historic District of the City of New Braunfels, is designated a local historic landmark, a Recorded Texas Historic Landmark, and is on the National Register of Historic Places; and

WHEREAS, the development of the Project is estimated to result in a significant increase in ad valorem tax base for the City and will preserve a historically significant building in the City's Downtown area; and

WHEREAS, the City Council of the City of New Braunfels, Texas finds that the proposed Chapter 380 Agreement and Project will bring benefits to the City as it remains consistent with the Policy's General Purpose of stimulating business and commercial activity.

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

Section 1: That the City Council finds that The New Braunfels Hotel Company project will bring benefits to the City consistent with the General Statement of Purpose and Policy.

Section 2: That the City Council authorizes the City Manager to execute the corresponding Chapter 380 Economic Development Agreement with The New Braunfels Hotel Company for the Faust Hotel project.

PASSED, ADOPTED, AND APPROVED THIS 9th day of March, 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

**ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF NEW BRAUNFELS AND THE NEW BRAUNFELS HOTEL
COMPANY, LLC**

This Economic Development Agreement (this “*Agreement*”) is entered into as of the Effective Date (defined below) by and among the City of New Braunfels, Texas, a home rule municipality (the “*City*”) and The New Braunfels Hotel Company, LLC (the “*Company*”). The City and Company are individually sometimes called a “*Party*” and are together called the “*Parties.*”

Recitals

- A. The Company has invested or plans to invest approximately \$10 million cumulatively toward a renovation, improvements, and expansion of the Faust Hotel located at 240 S. Seguin Ave. (the “*Property*” or “*Faust Hotel*”) and furniture and fixtures (collectively, the “*Project*”), all to be located within the city limits of New Braunfels;
- B. Development of the Project is estimated to result in a significant increase in ad valorem tax base for the City, as described in Section 1(a) of this Agreement;
- D. The City is authorized by Chapter 380 of the Texas Local Government Code to make grants of public money, which are measured by a percentage of the property tax paid to the City by the entity receiving such grant;
- E. The Faust Hotel opened in 1929 and is within walking distance of the New Braunfels Civic/Convention Center;
- F. The Faust Hotel is within the Downtown Historic District of the City of New Braunfels, is designated a local historic landmark, a Recorded Texas Historic Landmark, and is on the National Register of Historic Places;
- G. The City has determined that by making such grants to the Company, the City is promoting state and local economic development and stimulating business and commercial activity to the City;
- H. This Agreement has been submitted to the Parties for consideration and approval, and the Parties have taken all actions required to be taken prior to the execution of this Agreement to make the same binding upon the Parties according to the terms hereof; and
- I. The Parties wish to set forth their respective rights and obligations with respect to the Project;
- J. This Agreement is in accord with the City’s adopted Chapter 380 Economic Development Program as the City Council of the City of New Braunfels has specifically determined by resolution that this Project will bring benefit to the City consistent with the General Statement of Purpose and Policy of the City’s adopted Chapter 380 Economic Development Program.;

NOW, THEREFORE, in consideration of the promises and agreements herein set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties contract and agree as follows:

1. Performance Condition.

- a. In order to qualify for the Tax Rebates under this Agreement, Company shall: (1) obtain a certificate of occupancy from the City of New Braunfels at the Property; (2) maintain a minimum Taxable Value of \$5 million dollars for the Project on the tax rolls of the Comal County Appraisal District for a period of 5 years beginning with the first tax year the Property is on the tax rolls of the Comal County Appraisal District following execution of this Agreement; and (3) make improvements to the Property as described in Exhibit A (collectively, the *Investment Condition*). Company understands and agrees that meeting all of the requirements of the Investment Condition is necessary for any Tax Rebate under this Agreement.

The term “*Taxable Value*” for a particular tax year means the assessed value for property tax purposes of the land and improvements included in the Project for such tax year under Texas Tax Code Chapter 26.

- b. If Company in a given year fails to comply with the Investment Condition, then Company will receive no Tax Rebate for the year in which Company failed to meet the Investment Condition.
- c. Company shall remain current and paid on all property taxes for portions of the Project owned by Company subject to rights of appeal in accordance with law and subject to a right to cure any tax payment delinquency. If Company becomes delinquent with the Comal County Appraisal District, then the City’s obligation to make Grant Payments is suspended until Company cures the delinquency. The City’s obligation to make a Grant Payment will be cancelled if the delinquency is not cured within sixty (60) days following receipt of notice of default.
- d. In no event should the City’s agreement to make a Grant Payment under this Agreement be construed as a tax abatement by the City under Chapter 312 of the Tax Code.

2. Payments to Company. Subject to Company meeting the terms of this Agreement, the City agrees to take the following actions:

- a. City will issue a tax rebate to Company of one-hundred percent (100%) of the total municipal hotel occupancy taxes paid by the Company on its New Braunfels property for up to five (5) years or until \$1,000,000.00 in tax rebates has been issued pursuant to this Agreement so long as Company receives the Certificate of Occupancy at Property, satisfies the Investment Condition, and remains compliant with the terms of this Agreement.
- b. All hotel occupancy taxes rebated pursuant to this Agreement shall be used only in accordance with such uses permitted under Texas Tax Code §351.101. Company

agrees to provide financial information required by City to verify Company's compliance with the terms of this Agreement.

- c. Subject to Company satisfying the Investment Condition, Tax Rebates will be issued by the City to Company for each relevant tax year beginning on the year in which the Property is on the tax rolls but no later than the tax year beginning January 1, 2026. Each Tax Rebate will be issued to Company on or before the 30th day following the day the City receives written notice from Company that such property taxes have been paid in full. The written notice from Company to the City that the relevant property taxes have been paid in full shall include a copy of the paid tax receipt or other proof such taxes have been paid. In no way shall this Agreement be construed to permit Company to receive Tax Rebates from the City for more than 5 years or exceeding \$1,000,000 cumulatively.
 - d. Nothing in this Agreement affects the property taxes the Company owes with respect to property at the Project for purposes of any other taxing jurisdiction.
3. **Term.** This Agreement shall be effective as of the Effective Date, and shall continue until the date (the "***Term***") that the last Tax Rebate is made under the last Tax Rebate to which Company is entitled. However, and notwithstanding any provision in this Agreement to the contrary, no Tax Rebates will be owed for any period after five (5) years from the issuance of the Certificate of Occupancy.

4. **Representations and Covenants**

Company hereby represents and covenants as follows:

- a. Company is a duly authorized and existing for-profit corporation in good standing under the laws of the State of Texas; and is authorized and in good standing to transact business in the State of Texas during the Term of this Agreement.
- b. Company has taken all necessary corporate action to authorize its execution and delivery of this Agreement and its performance of its obligations hereunder.
- c. Company will use its reasonable efforts to complete all of its obligations under this Agreement when and as set forth herein.
- d. Company has not entered into, and will not enter into, any agreement (written or otherwise) with any person or entity that would prohibit or limit Company from performing all of its obligations under this Agreement.
- e. As of the date of this Agreement, there is no material litigation, claim, or proceeding pending of which Company has received written notice, nor to the actual knowledge of Company is there any material litigation, claim or proceeding threatened that would prohibit or limit Company from performing all of its obligations under this Agreement.

- f. No bankruptcy proceedings or other proceedings are currently pending or contemplated, and Company has not been informed of any potential involuntary bankruptcy proceedings.
- g. Company will not dissolve or take any action in furtherance thereof so long as it has not performed all of its obligations under this Agreement.

5. Events of Default, Delay and Termination.

- a. Any Party's failure to comply with and adhere to their respective performance conditions or obligations hereunder, or under the terms of the Agreement, shall constitute an event of default under this Agreement.
- b. Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement such that another Party's remedies are available, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if such breach has been cured within sixty (60) days following the receipt of such notice; provided, however, if such breach is not reasonably curable within such 60-day period, and Company has commenced and is pursuing such remedies as shall be reasonably necessary to cure such breach, then Company shall have an additional ninety (90) days to cure such breach (the "***Cure Period***").
- c. In the event of a breach of this Agreement by Company beyond the applicable notice and Cure Period, the City may (i) terminate this Agreement by the delivery of written notice to Company; or (ii) suspend payment of the Grant Payment otherwise due to Company following the date of termination; and (iii) seek to recover from Company any legal expenses incurred by City to enforce Company's compliance with its obligations under the terms of this Agreement. Notwithstanding the foregoing, in no event may the City terminate this Agreement solely for Company's failure to satisfy one or more of the Investment Conditions.
- d. In the event of a breach of this Agreement by the City beyond the applicable notice and Cure Period, Company, as its sole and exclusive remedies, may (i) seek to exercise its rights to enforce City's obligations hereunder in order to receive Grant Payments due to Company; (ii) seek to recover from City any legal expenses incurred by Company to enforce City's payment of monetary obligations under this Agreement; and/or (iii) terminate this Agreement by the delivery of written notice to the City.
- e. Time is of the essence in this Agreement. Notwithstanding the foregoing, any deadlines provided in this Agreement shall be subject to any event of Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean any contingency or cause beyond the reasonable control of any Company, including without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action or inaction

including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions, fire, earthquake, tornado, hurricane, explosions, floods, epidemics, strikes, slowdowns, work stoppages, unusually severe weather or global recessions; provided, however, that in no event shall any event of Force Majeure extend any deadline in this Agreement by more than twelve months. In addition, if the Company notifies the City that it is unable to satisfy any deadline provided in this Agreement due to adverse economic conditions, the City agrees to meet with the Company to better understand the impact of those adverse economic conditions on the Company and consider making good faith adjustments to the terms of this Agreement to address the impacts of such adverse economic conditions upon the Company

6. Authority.

- a. The City hereby represents and warrants that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.
- b. Company hereby represents and warrants that it has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions.

7. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Agreement:

- a. Amendments. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by all of the Parties hereto.
- b. Assignment. This Agreement cannot be assigned by Company without the prior written consent of the City, which consent may not be unreasonably denied, delayed, conditioned or withheld (it being understood that reasonable reasons for the City to deny such consent include, without limitation, the lack of financial viability of the assignee, the business reputation of the assignee, the assignee's engaging in a type of business that would reflect poorly on the City, the assignee's lack of compliance with City ordinances and laws, etc.). Notwithstanding the foregoing, Company may assign this Agreement (in whole or in part), without the prior written consent of the City to any affiliate of Company (currently existing or later formed), provided that such assignee assumes the obligations and liabilities of Company in writing in a form reasonably approved by the City.

- c. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Comal County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Comal County, Texas.
- d. Compliance with Applicable Law. Company agrees to comply with all applicable federal, state and local laws throughout the term of this Agreement.
- e. Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Each Party warrants and represents that the individual executing this Agreement on behalf of that individual's represented Party has full authority to execute this Agreement and bind the represented Party to the same.
- f. Severability. In the event any provision in this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- g. Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the Party to whom the notice is to be given at the addresses shown below. Any Party changing its address for notices under this Agreement shall do so by giving formal written notice to the other Party no later than the same day that such change is made. For notice purposes, each Party agrees to keep the other informed at all times of its current address. The addresses of the Parties are:

If to City:

City of New Braunfels
 550 Landa St.
 New Braunfels, Texas 78130
 Attn: City Manager

with copy to:

City Attorney
 550 Landa St.
 New Braunfels, Texas 78130

If to Company:

NEED
 NEED
 NEED

Notices, approvals and other communications provided for herein shall be deemed delivered upon actual delivery.

- h. Effective Date. The Effective Date of this Agreement shall be the last date indicated below reflecting the execution of this Agreement by each Party.
- i. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document. Company shall execute this Agreement prior to the City of New Braunfels.
- j. Personal liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.
- k. No Joint Venture; No Third Party Beneficiaries. It is acknowledged and agreed to by the parties to this Agreement that the terms hereof are not intended to, and shall not constitute a partnership or joint venture between the parties. Further, this Agreement does not establish rights in any third parties. The City, and its respective officials, officers and agents, do not assume any responsibility or liability to any third parties in connection with the development of the Project.
- l. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.
- m. Indemnity. Company agrees to indemnify the City, and its officials and officers (in their capacities as officials and officers), from and against any third party claims, losses, damages, causes of action, suits and liabilities arising out of any negligence of Company in its operation of the Property; provided that Company shall not be obligated to indemnify the City for claims arising out of the willful misconduct or gross negligence of the City or its agents.
- n. No waiver of immunity. No provision of this Agreement shall affect or waive any sovereign or governmental immunity available to the City and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to the City and/or its elected officials, officers, employees and agents under Federal or Texas law.

[Signatures on Following Page]

This Agreement to be effective on the last date executed by the respective Parties, below
(the “*Effective Date*”)

COMPANY:

By: The New Braunfels Hotel Company, LLC

Andrew W. Duettra, Managing Member

Date: _____

CITY OF NEW BRAUNFELS

By: _____
Robert Camareno, City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

Gayle Wilkinson, City Secretary

Valeria Acevedo, City Attorney

3/9/2026

Agenda Item No. A)

SUBJECT:

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

1. Gruene 16
2. Project Shoot

3/9/2026

Agenda Item No. B)

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

- Landa RV Resort