

**CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT
CORPORATION AND NORTHEAST LAKEVIEW COLLEGE**

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

THIS CONTRACTUAL AGREEMENT (the "Agreement") is made and entered into by and between the New Braunfels Economic Development Corporation, a Non-Profit Corporation of the State of Texas, hereinafter called "NBEDC", acting by and through its duly authorized officers, and Northeast Lakeview College, an institution of higher education, hereinafter called "NLC," acting by and through its officers:

W I T N E S S E T H:

I.

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

WHEREAS, NLC was established in 2007 at Loop 1604 and Kitty Hawk Road as the newest institution in the Alamo Colleges District and currently enrolls more than 5,000 students from Bexar, Comal, and Guadalupe counties; and

WHEREAS, in Fall 2023, NLC began operating in New Braunfels at the Central Texas Technology Center providing ten courses to 125 enrolled students; and

WHEREAS, as of Spring 2025, NLC at New Braunfels offers 25 courses to 400 students with ever increasing interest from more and more students in the community; and

WHEREAS, the demand for additional course offerings and more space led NLC to purchase a 58,000 square foot commercial building within the city of New Braunfels located at 2049 Sundance Pkwy (the "SITE"); and

WHEREAS, NLC plans to expand course offerings and enrollment to include construction management, engineering technology, logistics and supply chain management – with plans to

relocate the allied health, natural sciences, and information technology programs from the Central Texas Technology Center to the SITE; and

WHEREAS, this planned expansion and relocation from the Central Texas Technology Center is anticipated eminently and NLC anticipates opening doors for classes in the Fall of 2026 at the SITE; and

WHEREAS, to accommodate and prepare the SITE, NLC will need to complete two phases of construction, with the first phase addressing electrical labs, engineering technology, and classroom renovations for an estimated \$3,900,000; and

WHEREAS, the NBEDC received a presentation at its April 17, 2025 meeting to consider this funding request; and

WHEREAS, after holding a public hearing on May 15, 2025, the NBEDC voted unanimously to support the Phase 1 Construction, in an amount up to \$1,200,000, for a primary job training facility and career center, pursuant to Sections 501.101 and 501.105 of the Texas Local Government Code; and

WHEREAS, NLC has since modified its construction plan to a single-phased construction approach to aid in cost efficiency, minimized service disruptions, operational simplicity, accreditation alignment, marketing clarity, and an overall improved student experience; and

WHEREAS, NLC requested an additional \$3,800,000 to close a funding gap in a presentation to the NBEDC on June 24, 2025; and

WHEREAS, after holding a public hearing on July 17, 2025, the NBEDC voted unanimously to support the single-phase construction approach, in amount up to \$3,800,000, for the completion of a primary job training facility and career center, pursuant to Sections 501.101 and 501.105 of the Texas Local Government Code.

II.

NOW THEREFORE, under the authority granted to the NBEDC by §501.101 and §501.105 of the Texas Local Government Code and upon the recommendation of the NBEDC, which occurred on May 15 and July 17, 2025, and the approval of the City Council of the City of New Braunfels, which occurred on July 14, and August 11, 2025, Resolutions 2025-R46 and 2025R____, an

amount of up to \$1,200,000 is authorized to be allocated to NLC for the completion of Phase 1 construction of a primary job training facility and career center in New Braunfels as indicated in Exhibit A and an amount of up to \$3,800,000 is authorized to be allocated to NLC for the complete construction of a primary job training facility and career center in New Braunfels as indicated in Exhibit B, with the total of up to \$5,000,000 to be provided by NBEDC to the NLC under the following conditions:

- (1) Up to \$1,200,000 of the funds shall be allocated from sales tax funds by the NBEDC to NLC to pay for the construction of Phase 1 as indicated in Exhibit A and an additional amount of up to \$3,800,000 for the completion of project construction as indicated in Exhibit B;
- (2) The total of up to \$5,000,000 of NBEDC funds, or parts thereof, shall be distributed to NLC within thirty (30) days of NBEDC receiving a request from the NLC with attached invoices for Qualifying Expenditures, as determined by the NBEDC;
- (3) Construction of SITE will be completed by December 31, 2026 or as agreed upon in writing by the NBEDC and NLC .
- (4) NLC shall at all times comply with the ordinances of City of New Braunfels and the laws of the State of Texas; and
- (5) All funds received by NLC from NBEDC as herein provided shall be expended solely for the purposes stated herein. Any breach of this covenant shall be cause for immediate termination of the distribution of funds and repayment to NBEDC by NLC of any funds already paid under this agreement.

III.

NLC's Post-Construction Performance Obligations. In addition to NLC's performance obligations in Section II of this Agreement, NLC agrees to the following post-construction performance obligations to avoid recapture of funds distributed under this Agreement:

- (1) NLC agrees to operate at Site a [insert community (?) college with X classes] beginning in Fall 2026 and continuing to operate at Site full Spring and Fall semesters through the Fall semester of 2030.
- (2) NLC agrees to enroll a minimum number of students at Site for each school year as indicated in the table below.

Academic Year	2026	2027	2028	2029	2030
Required Minimum Student Enrollment	506	700	835	1,019	1,178

(3) NLC agrees that residential and commercial electrical lab and cyber defense lab will be equipped and operating for each Academic Year through the Term of this Agreement.

IV.

Repayment. In the event that NLC fails to comply with the obligations of Section III of this Agreement, NLC shall, within 30 days of NBEDC's request for repayment, pay to NBEDC in accordance with the following:

(1) For failure to comply with the obligations of Section III (1) and (3), NLC must repay incentives to NBEDC in accordance with the table below

Year(s) of Operation in Compliance with III (1) and (3):	Percentage of Incentives to be repaid to NBEDC:
Under 1	100
More than 1 but under 2	80
More than 2 but under 3	60
More than 3, but under 4	40
More than 4, but under 5	20

V.

Definitions.

Academic Year includes Fall Semester, generally lasting from late-August to mid-December, and Spring Semester, generally lasting from late-January to mid-May.

Effective Date means the date on which both parties have executed this Agreement.

Site refers to Northeast Lakeview College's campus located at Old FM 306 and Sundance Parkway in New Braunfels, Texas.

Qualifying Expenditures are expenditures made by NLC that NBEDC determines are in fulfillment of the requirements in Section II of this Agreement as depicted in Exhibits A and B.

Student means a person who is enrolled in at least one class for at least one semester at the Site.

Term means the period from the Effective Date to May 31, 2031.

VII.

In the performance of this contract, NLC shall not discriminate against any person because of his/her race, color, religion, national origin, sex, disability or ancestry. Breach of this covenant may be regarded as a material breach of the contract causing its termination.

VII.

It is expressly understood and agreed by both parties hereto that each acts independently of each other, and neither has the authority to bind the other or to hold out to a third party that it is the authority for the other. The parties hereto understand and agree that the City shall not be liable for any claims, which may be asserted by any third party occurring in connection with the performance of the NBEDC.

Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal agent, joint ventures or any other similar such relationships, between the parties hereto.

VIII.

Employment of Undocumented Workers. During the Term of this Agreement, NLC agrees not to knowingly employ an undocumented worker and if convicted of a violation of 8 U.S.C. Sec. 1324a(f), the NLC shall repay the amount of the Grant and any other funds received by the NLC from the NBEDC as of the date of such violation within sixty (60) days after the date the NLC is notified by the NBEDC of such violation, plus interest at the rate periodically announced by the

Wall Street Journal as the prime or base commercial rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the NBEDC) as its prime or base commercial lending rate, from the date of such notice until paid.

IX.

All communications between NBEDC and NLC shall be addressed to the President of the New Braunfels Economic Development Corporation, c/o City of New Braunfels, 550 Landa Street, New Braunfels, Texas 78130. Any communication to NLC shall be addressed to the President of NLC at 1201 Kitty Hawk Road, NLIB 316B – Universal City, TX - 78148.

X.

It is understood and agreed that in the event any provision of this contract is inconsistent with requirements of law, the requirements of law will control and the parties shall revert to their respective positions, which would otherwise be enjoyed or occupied by the respective parties for the terms of this contract.

XI.

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

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

CITY OF NEW BRAUNFELS
ECONOMIC DEVELOPMENT CORPORATION

By: _____
Shane Hines, *President*

Date: _____

By: _____

Larry Hammonds, *Secretary*

Date: _____

(Signatures Continue on Next Page)

HEADWATERS AT THE COMAL

By: _____

Dr. Veronica Garcia, Ph.D, *President*

Date: _____

Before me, _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same as the act of the NLC, for the purposes and consideration therein expressed.

Subscribed and sworn to be before this _____ day of _____, 2025.

Notary Public

My commission expires: _____

EXHIBIT A



ACD Northeast Lakeview College -New
Braunfels Sundance Phase 1
5-Feb-2025

Phase 1 Estimate



SUMMARY

CSI DIVISION

13,500 SF

Schematic Design Estimate

01	General Requirements	\$	160,075.00	\$	11.86	
02	Existing Conditions	\$	23,500.00	\$	1.74	
03	Concrete	\$	-	\$	-	
04	Masonry	\$	-	\$	-	
05	Metals	\$	-	\$	-	
06	Wood, Plastics and Composites	\$	28,950.00	\$	2.14	
07	Thermal & Moisture Protection	\$	6,750.00	\$	0.50	
08	Doors and Glass	\$	43,900.00	\$	3.25	
09	Finishes	\$	307,479.70	\$	22.78	
10	Specialties	\$	52,825.00	\$	3.91	
11	Equipment	\$	123,750.00	\$	9.17	
12	Furnishings	\$	-	\$	-	
13	Special Construction	\$	-	\$	-	
14	Conveying	\$	-	\$	-	
21	Fire Protection	\$	60,750.00	\$	4.50	
22	Plumbing	\$	176,783.20	\$	13.10	
23	HVAC	\$	630,413.00	\$	46.70	
26	Electrical	\$	452,875.00	\$	33.55	
27	Communications	\$	206,150.00	\$	15.27	
28	Safety and Security	\$	132,000.00	\$	9.78	
31	Earthwork	\$	4,622.22	\$	0.34	
32	Exterior Improvements	\$	22,083.33	\$	1.64	
33	Utilities	\$	42,500.00	\$	3.15	
Division Cost of Work Subtotal			\$	2,475,406.46	\$	183.36
	Design/Estimating Contingency	7.00%	\$	173,278.45	\$	12.84
	Escalation/Inflation	6.00%	\$	158,921.09	\$	11.77
Subtotal			\$	2,807,606.00	\$	207.97
	CM Contingency	3.00%	\$	84,228.18	\$	6.24
Cost of Work			\$	2,891,834.18	\$	214.21
	General Conditions	3.00%	\$	96,148.76	\$	7.12
Preliminary Direct Construction Cost			\$	2,987,982.94	\$	221.33
	Owner's Construction Contingency	3.00%	\$	89,639.49	\$	6.64
Direct Construction Cost			\$	3,077,622.43	\$	227.97
	CM Fee	3.77%	\$	116,026.37	\$	8.59
TOTAL CONSTRUCTION (BASE)			\$	3,193,648.80	\$	236.57

Soft Costs - estimated at 25%

\$ 798,412.20

Design Fees Basic Services

Design Fees Furniture

Design Fees Programming

Design Fees Equipment

Furniture

Equipment

TDLR / ADA registration

Commissioning

Artwork