

**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 Alamo Colleges District - Northeast Lakeview College, a Texas 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 EDC 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 at the corner of Old FM 306 and Sundance Parkway (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 imminently 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.

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, 2025 the City Council of New Braunfels, Texas on **MONTH DAY, 2025**, and Resolution 2025-**RXX** approved the NBEDC's determination that an amount up to \$1,200,000 be allocated to NLC for the completion of Phase 1 construction of a primary job training facility and career center in New Braunfels. Said funds shall 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;
- (2) The total of \$1,200,000 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, made by NLC for Phase 1 construction at the SITE;
- (3) Phase 1 construction of the SITE will be completed by December 31, 2026 or as agreed upon in writing by the NBEDC and NLC according to NLC's construction schedule.
- (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.

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.

IV.

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.

V.

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.

VI.

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.

VII.

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.

VIII.

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)

ALAMO COLLEGES DISTRICT –
NORTHEAST LAKEVIEW COLLEGE

By: _____
Ross Laughead, *Chief Counsel*

Date: _____

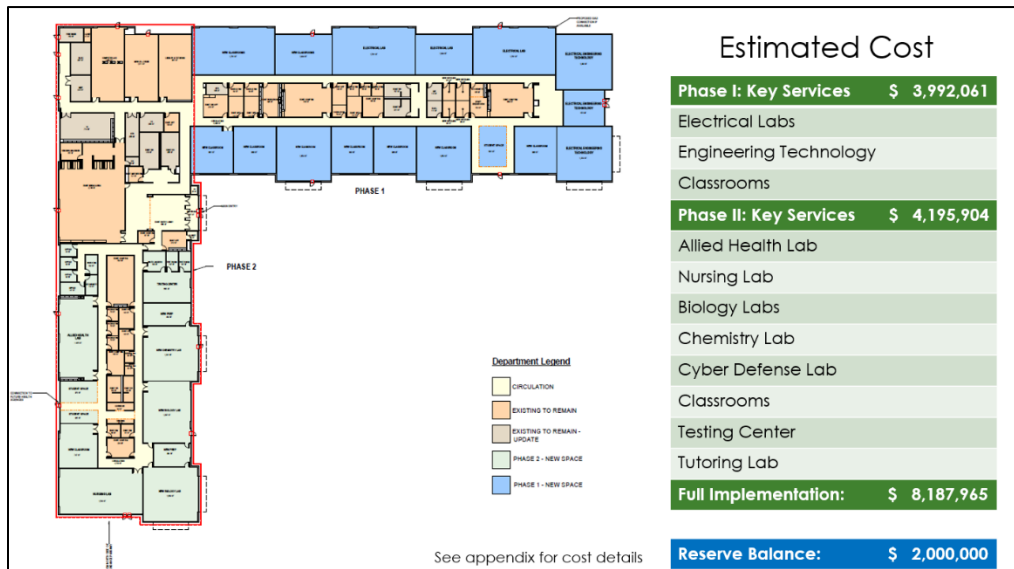
Before me, _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same as the act of the NLC, for the purposes and consideration therein expressed.

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			
AV/IT			
Permitting Fees			
Owners Contingency			
TOTAL SOFT COSTS	\$	798,412.20	
OVERALL TOTAL CONSTRUCTION AND SOFT COSTS	\$	3,992,061.00	\$ 295.71