Minutes of Regular Board Meeting

The Board of Trustees
Kilgore Junior College District

A Regular Board Meeting of the Board of Trustees of Kilgore Junior College District was held Monday, June 17, 2019, beginning at 6:30 PM in the McLaurin Administration Building - 2nd Floor with the following members present:

Scott Andrews
Janice Bagley
Joe Carrington
Lon Ford
Karol Pruett, Secretary
Jon Rowe
Cecelia Sanders
Larry Woodfin, President

Members absent: Brian Nutt, Vice President

I. CALL TO ORDER
   A. Invocation and Pledge of Allegiance

   Larry Woodfin called the meeting to order at 6:30 pm and led the Invocation and Pledge of Allegiance.

II. CITIZEN COMMENTS

   There were no citizen comments.

III. PRESENTATIONS
   A. Swearing in of KC Board of Trustee Members Janice Bagley, Joe Carrington, and David Castles

   Nancy Law, Recording Secretary for the Board of Trustees, administered the Oath of Office to Janice Bagley, Joe Carrington and David Castles.

   David Castles is now considered present at the board meeting.

Statement of Officer on next page
STATEMENT OF OFFICER

Statement

1. Janice Bagley, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Kilgore College Trustee

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: June 17, 2019

Signature of Officer

January 5, 2019

Rev. 04/2017
STATEMENT OF OFFICER

Statement

1. Joe Carrington, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Kilgore College Trustee

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: June 17, 2019

Signature of Officer

Joe Carrington

Revised 04/2017
Statement of Officer cont.

I, David Castles, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Kilgore College Trustee

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: June 17, 2019

Signature of Officer

Oath of Office on next page
Oath of Office

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Janice Bagley, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Kilgore College Trustee of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

State of Texas
County of Gregg

Sworn to and subscribed before me this 17th day of June, 2019.

Signature of Notary Public or Other Officer

Printed or Typed Name
Oath of Office cont.

OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Joe Carrington, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Kilgore College Trustee of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

State of Texas
County of Gregg

Sworn to and subscribed before me this 17th day of June, 2019.

(seal)

Nancy C. Law
Notary Public or Other Officer
Administering Oath
Nancy C. Law
Printed or Typed Name

June 17, 2019 Minutes
Oath of Office cont.

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, David Castles [name], do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Kilgore College Trustee of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

State of Texas
County of Gregg

Sworn to and subscribed before me this 17th day of June, 2019

Signature of Notary Public or Other Officer
Administering Oath

A. Student Success Spotlight - Spring 2019 Course Success and Statewide Enrollment Trends
Presenter: Dr. Staci Martin, VP of Institutional Planning

Spring 2019 Course Success & Statewide Enrollment Trends on next page

June 17, 2019 Minutes
Spring 2019 Course Success & Statewide Enrollment Trends

Spring 2019 Course Success & Statewide Enrollment Trends

Dr. Staci Martin
Vice President of Institutional Planning
June 17, 2019

Course Success Rate

A.B.C
76% ➔ 79%

Student Success

D,F
11% ➔ 10%

W
12% ➔ 11%

Spring 2018
Spring 2019
Dual credit enrollment at two-year institutions had a large increase last year, while non-dual credit enrollment dropped

<table>
<thead>
<tr>
<th></th>
<th>2016 Count</th>
<th>2017</th>
<th>2018 Count</th>
<th>2018 Percent</th>
<th>Point Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dual Credit</td>
<td>143,597</td>
<td>141,221</td>
<td>174,313</td>
<td>23.0 %</td>
<td>3.4</td>
</tr>
<tr>
<td>Not Dual Credit</td>
<td>585,084</td>
<td>585,478</td>
<td>583,820</td>
<td>77.0 %</td>
<td>-3.4</td>
</tr>
</tbody>
</table>

Academic and bachelor contact hours increased 2016-2018, while technical and continuing education hours decreased
IV. CONSENT AGENDA

A. To consider approving the minutes of the April 8, 2019 regular board meeting and the May 13th 2019 "canvassing the vote" meeting

B. To consider approval of personnel items submitted as follows:
   1. Recommendation to accept employee resignation as follows:
      a. Vice President of Administrative Services & Chief Financial Officer, effective May 29, 2019 after one year and seven months of service
      b. Support Specialist - Kilgore College Police Department (KCPD), effective April 30, 2019 after eleven years and 3 months of service
      c. Associate Degree Nursing Instructor, effective August 31, 2019 after three years of service
      d. Admissions Counselor, effective May 6, 2019 after six months of service
      e. Payroll Generalist, effective May 24, 2019 after seven months of service
      f. Professional Support Assistant-Evening/CE Longview, effective May 24, 2019 after ten months of service
      g. Speech Instructor, effective August 31, 2019
      h. Institutional Research Analyst, effective June 14, 2019 after three years and four months of service

   2. Recommendation for renewal of employment contract as follows:
      a. Head Women's Softball Coach and Kinesiology Instructor, based upon the approved faculty salary schedule for the period of June 1, 2019 - May 31, 2020

   3. Recommendation for non-renewal of employment contract as follows:
      a. Nursing Assistant Instructor, effective August 31, 2019

   4. Recommendation to change employment as follows:
      a. Department Chair & Instructor, Accounting to Interim Instructional Division Dean of Business Computer Technology, effective July 16, 2019
      b. Accountant to Assistant Controller effective May 8, 2019
      c. Controller to Interim Chief Financial Officer, effective June 1, 2019
      d. Assistant Controller to Interim Controller, effective June 1, 2019
      e. Campus Security Officer to Police Officer, effective June 5, 2019

   5. Recommendation for employment as follows:
      a. Men's Assistant Basketball Coach, Student Development, effective April 18, 2019
      b. Women's Assistant Basketball Coach, Student Development, effective June 1, 2019
      c. Psychology Instructor, Arts & Mathematical Sciences effective September 1, 2019
      d. Professional Support Assistant - Financial Aid & Scholarships, Financial Aid, effective May 20, 2019
      e. Support Specialist - Switchboard Operator, Student Development, effective May 22, 2019
      f. Associate Degree Nursing Instructor, Science & Health Sciences, effective September 1, 2019
      g. Associate Degree Nursing Instructor, Science & Health Sciences, effective September 1, 2019
      h. Bookstore Manager, Business Office, effective July 1, 2019

C. To consider payment of legal fees for services rendered

Karol Pruett made the motion to accept the Consent Agenda as presented. Joe Carrington seconded the motion. The motion passed unanimously.

Personnel Agenda on next page

June 17, 2019 Minutes
Personnel Agenda

Kilgore Junior College District
Personnel Agenda
June 17, 2019

1. Recommendation to accept employee resignation as follows:
   a. Dr. Fred Gore, Vice President of Administrative Services & Chief Financial Officer, effective May 29, 2019 after one year and seven months of service
   b. Ms. Rosemary Owens, Support Specialist – KCPD, effective April 30, 2019 after eleven years and 3 months of service
   c. Ms. Dawr Bahr, Associate Degree Nursing Instructor, effective August 31, 2019 after three years of service
   d. Mr. Genaro Tovar-Murillo, Admissions Counselor, effective May 6, 2019 after six months of service
   e. Ms. Stephanie Peters, Payroll Generalist, effective May 24, 2019 after seven months of service
   f. Ms. Michelle Dickeson, Professional Support Assistant-Evening/CE Longview, effective May 24, 2019 after ten months of service
   g. Ms. Ann Gerrity, Speech Instructor, effective August 31, 2019 after ten years of service
   h. Ms. Jane Lewis, Institutional Research Analyst, effective June 14, 2019 after three years and four months of service

2. Recommendation for renewal of faculty contracts as follows:
   a. Ms. Leslie Messina, Head Women’s Softball Coach and Kinesiology Instructor, based upon the approved faculty salary schedule for the period of June 1, 2019 – May 31, 2020

3. Recommendation for non-renewal of employment contract as follows:
   a. Mr. Ty Berry, Nursing Assistant Instructor, effective August 31, 2019
4. Recommendation to change employment as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Previous Position</th>
<th>New Position</th>
<th>New Salary/Rate of Pay</th>
<th>Promotion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Richard Crutcher</td>
<td>Department Chair &amp; Instructor, Accounting</td>
<td>Interim Instructional Division Dean of Business &amp; Computer Technology</td>
<td>$3,750/pay period 12 mo. equivalent = $90,000</td>
<td>July 16, 2019</td>
</tr>
<tr>
<td>Ms. Dawn Jones</td>
<td>Accountant</td>
<td>Assistant Controller</td>
<td>$1,652.75/pay period 12 mo. equivalent = $39,666</td>
<td>May 8, 2019</td>
</tr>
<tr>
<td>Ms. Nancy Wylie</td>
<td>Controller</td>
<td>Interim Chief Financial Officer</td>
<td>$2,583.33/pay period 12 mo. equivalent = $62,000 with added stipend of $3,000/month</td>
<td>June 1, 2019</td>
</tr>
<tr>
<td>Ms. Dawn Jones</td>
<td>Assistant Controller</td>
<td>Interim Controller</td>
<td>$1,652.75/pay period 12 mo. equivalent = $39,666 with added stipend of $1,800/month</td>
<td>June 1, 2019</td>
</tr>
<tr>
<td>Ms. Myra Dominguez</td>
<td>Campus Security Officer</td>
<td>Police Officer</td>
<td>$1,500/pay period 12 mo. equivalent = $36,000</td>
<td>June 5, 2019</td>
</tr>
</tbody>
</table>

5. Recommendation of employment as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Location</th>
<th>Salary/Rate of Pay</th>
<th>Hire Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Jake White</td>
<td>Men’s Assistant Basketball Coach &amp; Housing Supervisor</td>
<td>Student Development</td>
<td>$1,333.33/pay period 12 mo. equivalent = $32,000 (Total includes a $12,500 stipend for housing)</td>
<td>April 18, 2019</td>
</tr>
</tbody>
</table>
**Personnel Agenda cont.**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Department</th>
<th>Salary</th>
<th>Pay Period &amp; Equivalent</th>
<th>Hiring Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Ja’Lee Carver</td>
<td>Women’s Assistant Basketball Coach</td>
<td>Student Development</td>
<td>$812.50/pay period 12 mo.</td>
<td>Equivalent = $19,500</td>
<td>June 1, 2019</td>
</tr>
<tr>
<td>Ms. Kelie Jones</td>
<td>Psychology Instructor</td>
<td>Arts &amp; Mathematical Sciences</td>
<td>$1,816.66/pay period 9 mo.</td>
<td>Equivalent = $43,600</td>
<td>September 1, 2019</td>
</tr>
<tr>
<td>Ms. Shaina Breedlove</td>
<td>Professional Support Assistant - Financial Aid &amp; Scholarships</td>
<td>Financial Aid</td>
<td>$1025.08/pay period 12 mo.</td>
<td>Equivalent = $24,602</td>
<td>May 20, 2019</td>
</tr>
<tr>
<td>Ms. Amy Reed</td>
<td>Support Specialist - Switchboard Operator</td>
<td>Student Development</td>
<td>$940.50/pay period 12 mo.</td>
<td>Equivalent = $22,572</td>
<td>May 22, 2019</td>
</tr>
<tr>
<td>Ms. Cindy Campbell</td>
<td>Associate Degree Nursing Instructor</td>
<td>Science &amp; Health Sciences</td>
<td>$2,352.08/pay period 10.5 mo.</td>
<td>Equivalent = $56,450</td>
<td>September 1, 2019</td>
</tr>
<tr>
<td>Ms. Mary Isichei</td>
<td>Associate Degree Nursing Instructor</td>
<td>Science &amp; Health Sciences</td>
<td>$2,497.92/pay period 10.5 mo.</td>
<td>Equivalent = $59,950</td>
<td>September 1, 2019</td>
</tr>
<tr>
<td>Mr. Kenton Beal</td>
<td>Bookstore Manager</td>
<td>Business Office</td>
<td>$2,057.33/pay period 12 mo.</td>
<td>Equivalent = $49,376</td>
<td>July 1, 2019</td>
</tr>
</tbody>
</table>

**V. EXECUTIVE SESSION**

The Board did not go into Executive Session.

**VI. BOARD COMMITTEE REPORTS & ACTION ITEMS**

A. Investment/Finance/Audit Committee - Joe Carrington, Chair
   Presenter: Joe Carrington
   1. **ACTION ITEM:** To consider a resolution amending authorized representatives for TexPool

Scott Andrews made the motion to consider a resolution amending authorized representatives for TexPool. Lon Ford seconded the motion. The motion passed unanimously.

*TexPool Resolution on next page*
Resolution Amending Authorized Representatives

WHEREAS, Kilgore Junior College

NOW THEREFORE, be it resolved as follows:
A. That the individuals whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to invest funds for investment in TexPool Prime and to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is an official 401(k) plan that no longer requires access to the Participant's TexPool Prime account or (2) is more than one year old and no longer employed by the Participant, and
C. That the Participant may by Amending Resolution signed by the Participant and an Authorized Representative provide the additional Authorized Representative the participation of an official, employee, or agent of the Participant.

List the Authorized Representative(s) of the Participant. Any new individual will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Dr. Brenda Keys
   President
   9103 9103 9103 9103 9103 9103 9103 9103 9103 9103 9103 9103
   bkeys@kilgore.edu

2. Nancy Wylie
   Controller
   9103 9103 9103 9103 9103 9103 9103 9103 9103 9103 9103 9103
   hwylie@kilgore.edu

3. Dawn Jones
   Accountant
   9103 9103 9103 9103 9103 9103 9103 9103 9103 9103 9103 9103
   djones1@kilgore.edu
4. Resolution

- **Name**: 
- **Title**: 
- **Phone**: 
- **Email**: 
- **Signature**: 

List the names of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

**Nancy Wykle**

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
</table>

☐ That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular or special meeting held on the [day of] [x] [o] [ ] [ ].

Note: Document to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

<table>
<thead>
<tr>
<th>Name of Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNED</td>
</tr>
<tr>
<td>Signature*</td>
</tr>
<tr>
<td>Printed Name*</td>
</tr>
<tr>
<td>Title*</td>
</tr>
</tbody>
</table>

**ATTEST**

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature*</td>
</tr>
<tr>
<td>Printed Name*</td>
</tr>
<tr>
<td>Title*</td>
</tr>
</tbody>
</table>

5. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-609-3251, and mailed to:

TexPool Participant Services
1001 Travis Avenue, Suite 4900
Houston, TX 77002

**ORIGINAL SIGNATURE AND DOCUMENT REQUIRED**

TexPool Participant Services
Phone: 1-866-TXPOOL (897-6650) • Fax: 1-866-TXPOOL
www.texpools.com
2. ACTION ITEM: To consider approving a tax abatement for Wagner Tuning, LLC
Presenter: Amanda Nobles, Kilgore Economic Development Executive Director

Scott Andrews made the motion to approve a tax abatement for Wagner Tuning, LLC. Cecelia Sanders seconded the motion. The motion passed unanimously.

Tax Abatement for Wagner Tuning, LLC

June 12, 2019

Mr. Larry A. Woodfin, President
Kilgore College Board of Trustees
c/o Dr. Brenda Kays
1100 Broadway
Kilgore, Texas 75662

Dear Mr. Woodfin:

On June 11, the City of Kilgore entered into a Tax Abatement Agreement with Wagner Tuning, LLC. This company will be requesting the same abatement from Kilgore College. We would like to confirm our placement on the agenda for the June 17 Board of Trustees meeting. Please let our office know the date this abatement will be considered by your board.

The City's agreement with Wagner Tuning, LLC abates taxes on a minimum of $6,025,000 in real and personal property improvements.

The City's abatement of the taxes on these improvements will be according to the following schedule:

<table>
<thead>
<tr>
<th>Year</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>50%</td>
</tr>
<tr>
<td>2</td>
<td>50%</td>
</tr>
<tr>
<td>3</td>
<td>50%</td>
</tr>
<tr>
<td>4</td>
<td>50%</td>
</tr>
<tr>
<td>5</td>
<td>50%</td>
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<td>6</td>
<td>50%</td>
</tr>
<tr>
<td>7</td>
<td>50%</td>
</tr>
<tr>
<td>8</td>
<td>50%</td>
</tr>
<tr>
<td>9</td>
<td>50%</td>
</tr>
<tr>
<td>10</td>
<td>50%</td>
</tr>
</tbody>
</table>

Enclosed is a copy of the approved tax abatement agreement between the City of Kilgore and Wagner Tuning, LLC. Also enclosed is a copy of the memorandum provided to the City Council as well as the tax abatement impact analysis. If you have any questions, please call 903-983-3522.

Sincerely,

Amanda J. Nobles, CEC, EDFP
Executive Director, KEDC

enclosures

cc: Dr. Brenda Kays, President
Kilgore College, 1100 Broadway, Kilgore, TX 75662

Tax Abatement for Wagner Tuning, LLC cont. on next page
Tax Abatement for Wagner Tuning, LLC cont. on next page
Tax Abatement for Wagner Tuning, LLC cont.

<table>
<thead>
<tr>
<th>Year</th>
<th>Abatement Percentage Rates</th>
<th>Kilgore College Tax Incentive</th>
<th>Kilgore College Tax Owed</th>
<th>Kilgore College Tax Incentive</th>
<th>Kilgore College Tax Owed</th>
<th>Kilgore College Total Tax Incentive</th>
<th>Kilgore College Total Taxes Owed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>0.5</td>
<td>$1,487.50</td>
<td>$1,487.50</td>
<td>$1,937.50</td>
<td>$4,254.25</td>
<td>$5,425.00</td>
<td>$5,741.75</td>
</tr>
<tr>
<td>2nd</td>
<td>0.5</td>
<td>$1,487.50</td>
<td>$1,487.50</td>
<td>$1,937.50</td>
<td>$4,254.25</td>
<td>$5,425.00</td>
<td>$5,741.75</td>
</tr>
<tr>
<td>3rd</td>
<td>0.5</td>
<td>$1,487.50</td>
<td>$1,487.50</td>
<td>$1,937.50</td>
<td>$4,254.25</td>
<td>$5,425.00</td>
<td>$5,741.75</td>
</tr>
<tr>
<td>4th</td>
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<td>$1,487.50</td>
<td>$1,487.50</td>
<td>$1,937.50</td>
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<tr>
<td>5th</td>
<td>0.5</td>
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<td>$4,254.25</td>
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<td>0.5</td>
<td>$1,487.50</td>
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<td>$4,254.25</td>
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<tr>
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<td>0.5</td>
<td>$1,487.50</td>
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<td>$1,937.50</td>
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<td>$5,741.75</td>
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<tr>
<td>9th</td>
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<td>$1,487.50</td>
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<td>$5,741.75</td>
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<tr>
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<td>$1,487.50</td>
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<td>$5,425.00</td>
<td>$5,741.75</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$14,875.00</td>
<td>$14,875.00</td>
<td>$19,375.00</td>
<td>$42,542.50</td>
<td>$54,250.00</td>
<td>$57,417.50</td>
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<table>
<thead>
<tr>
<th>Year</th>
<th>Wagner Tuning</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Taxes Owed</td>
</tr>
<tr>
<td>1</td>
<td>$116,891.52</td>
</tr>
<tr>
<td>2</td>
<td>$116,891.52</td>
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</tbody>
</table>

Tax Abatement for Wagner Tuning, LLC cont. on next page

June 17, 2019 Minutes  Page 4869
PRIMARY EMPLOYER TAX ABATEMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF GREGG §

This instrument is a Primary Employer Tax Abatement agreement executed by and between the City of Kilgore, Texas and Wagner Tuning, LLC. Its terms and conditions are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

RECITALS

A. The Texas Property Redevelopment and Tax Abatement Act and all amendments thereto, Chapter 312 of the Texas Tax Code ("Law") provide that the governing body of an incorporated City (such as the City of Kilgore) has the power to create one or more Reinvestment Zones for the abatement of ad valorem taxes assessed against real property or tangible personal property located on the real property provided that certain conditions as detailed in the Law are met.

B. Wagner Tuning, LLC ("Company") owns or leases real property ("Real Property") and/or personal property ("Personal Property") located within the city limits or extraterritorial jurisdiction of the City of Kilgore ("City").

C. The City has designated by ordinance the Real Property as Reinvestment Zone No. 2019-06-11 #1 ("Zone") eligible for the abatement of ad valorem taxes assessed against the Real Property or certain tangible Personal Property located thereon. The Ordinance creating the Zone is included as Attachment "A" with Exhibits "A" and "B" describing and depicting the Zone. By virtue of the City's following the requirements of the Law in creating the Zone, the City and Company now exercise their rights to enter into this instrument, the terms and conditions of which are detailed below and, together with the Attachments and Exhibits, constitute the full and complete agreement ("Agreement") between the City and Company concerning the abatement of ad valorem taxes assessed against the Real Property and Personal Property within the Zone and otherwise payable to the City.

TERMS AND CONDITIONS

1. The first year of tax abatement under this Agreement shall be the year as stated in Section 1 (d) of Attachment "B". All valuations are determined by the Gregg or Rusk Appraisal Districts as of January 1st of each year.
Tax Abatement for Wagner Tuning, LLC cont.

The percentage of abatement and properties covered are described in Attachment "B" and Attachment "C" attached hereto and made a part hereof.

3. Company will construct or lease within the Zone improvements to the Real Property and for use in the Zone ("Facilities") and prior to completion or purchase by March 2020 ("Completion Period") spend or cause to be spent a minimum of $4,500,000.00 in construction and/or leasehold improvements, and purchase or place on the tax rolls $1,700,000 of machinery and equipment personal property, exclusive of inventory. The improvements and any personal property will immediately be rendered with Gregg Appraisal District.

4. A list of the kind, number and location of all proposed improvements constituting the Facilities are attached to this Agreement as Attachment "C". Employees and/or designated representatives of the City will have access to the Zone during the term of this Agreement to inspect the Facilities to ensure that any improvements and repairs are being made and the terms and conditions of this Agreement are being met. All inspections will be made during normal business hours and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Facilities.

5. The use of the Real Property and/or Personal Property is limited to those uses consistent with the general purpose of encouraging development or redevelopment of the Zone during the period that property tax exemptions are in effect. Company will declare the Real Property to be the tax situs of the Personal Property and will render both the Real Property and the Personal Property with Gregg County Appraisal District during each year this agreement is in effect.

6. In the event that Company (a) allows its ad valorem taxes owed the City and the other participating tax entities to become delinquent, or (b) violates any of the terms and conditions of this Agreement by failing to make the improvements and repairs or renditions as provided by this Agreement, or (c) fails to maintain existing jobs and create the new jobs contracted for, this Agreement then may be terminated by the City and the other participating tax entities, and all Taxes otherwise abated by virtue of this Agreement will be recaptured and paid to the City by Company within sixty (60) days of the termination. The determination of a violation shall be in the sole discretion of the City. As an alternative, the City may, in its discretion, not declare the Agreement terminated, but it must certify to the Gregg or Rusk Appraisal District that Company has failed to qualify for an abatement for that tax year.

7. In the event that the Facilities are completed and Company commences operations, but subsequently discontinues operations for any reason excepting fire, explosion or other casualty or accident or natural disaster for a period of one year during the Abatement Period, then this Agreement shall terminate and so shall the abatement of the Taxes for the calendar year during which the Facility no longer operates. The Taxes otherwise abated for that calendar year shall be paid to City within sixty (60) days from the date of the termination.
Company must annually, on or before January 31st of each year, certify to the City Council that it is in compliance with the terms of this Agreement as of January 1st of that year. (Attachment F)

9. Should the City determine that Company is in default in the terms and conditions of this Contract, then the City shall notify Company at the address stated below or personal notice.

10. This Agreement is made subject to all conditions, prohibitions, obligations, acts of default, termination, reimbursement and recapture contained in Chapter 312 of the Property Redevelopment and Tex Abatement Act. In case of conflict between this Agreement and §312.204 of the TTC, §312.204 shall control.

11. The City shall have the right to see that the jobs the Company is contracting to create are indeed created and maintained on an annual basis for the duration of the Abatement. The Company will be required to fill out attached Form A and submit it to the City annually. (Sample Job Creation Form A is attached as Attachment "D"). In addition, Company will provide City with Texas Employment Commission Employer’s Quarterly Report (Currently known as Form C-3), Form 941 filed with the Internal Revenue Service for each calendar year and a roster of its employees at the end of each year, listing the total number of hours worked by each employee during that year and the positions filled by each employee. Company will also provide City with copies of its tax renditions with the Gregg or Rusk Appraisal District for both Real Property and Personal Property during each year of this agreement.

All jobs created and maintained pursuant to this Agreement must be jobs in Kilgore, Gregg or Rusk County, Texas, must be a new full-time job (or full-time job equivalent) created over and above Company’s existing employment base as of the date of this Agreement, and must be a full-time job filled by an employee (or employees), who has or have worked a minimum of 1820 hours during the calendar year. This hourly requirement, in the sole discretion of City, may be prorated if this Agreement is signed after the first of any year. Existing jobs located within commuting distance will not be considered newly created positions.

12. If Company makes additional capital improvements over and above the dollar amount specified in this Agreement, it can receive credit for the additional capital improvements in lieu of creating jobs. The specific dollar amount of capital improvements to take the place of a job created shall be as determined by the Kilgore City Council.

13. Additional Terms and Conditions are contained in Attachment “B”.

14. All notices required or contemplated by this Agreement shall be addressed as follows:

If to Company, to Wagner Tuning, LLC to 1001 Synergy Blvd., Ste. 200 during the first year of this agreement, then to 4017 Enterprise St., Kilgore, TX 75662 and
If to the City, then to 815 N. Kilgore St, Kilgore, Texas 75662. Attention: City Clerk of the City of Kilgore, Texas.

15. The terms and conditions of this Agreement are binding upon the successors and assigns of both parties hereto. This Agreement cannot be assigned by Company unless permission is first granted by the City, in its sole discretion.

16. This Agreement was approved by the affirmative vote of a majority of the members of the governing body, the City Council of the City of Kilgore, at a regularly scheduled meeting on the 11th day of June, 2019, and R. E. Spradlin III, Mayor, was authorized to sign on behalf of the City of Kilgore, Texas.

17. The execution of this Agreement was authorized by Company, and Carsten Wagner, President of Company was authorized to sign on its behalf.

18. This Agreement is performable in Gregg County, Texas.

WITNESS OUR HANDS, this day of , 20

(Company Name)

By:

its:

CITY OF KILGORE, TEXAS

By: Ronald E. Spradlin, III, Mayor

ATTEST:

Rachel Rowe, City Clerk
### ATTACHMENTS TO TAX ABATEMENT AGREEMENT

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;A&quot;</td>
<td>Ordinance creating Reinvestment Zone</td>
</tr>
<tr>
<td>&quot;B&quot;</td>
<td>Tax Abatement Terms and Conditions</td>
</tr>
<tr>
<td>&quot;C&quot;</td>
<td>List of proposed improvements and/or repairs to be made to the property by Company or tangible personal property to be purchased and located on the property</td>
</tr>
<tr>
<td>&quot;D&quot;</td>
<td>Job Creation Form A</td>
</tr>
<tr>
<td>&quot;E&quot;</td>
<td>Certificate of Compliance</td>
</tr>
<tr>
<td>&quot;F&quot;</td>
<td>Map showing existing uses and conditions of Company's property</td>
</tr>
<tr>
<td>&quot;G&quot;</td>
<td>Map showing proposed improvements and use of Company's property when improvements are completed</td>
</tr>
</tbody>
</table>
ORDINANCE NO. 1742

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILGORE, TEXAS, DESIGNATING A CERTAIN AREA AS A INDUSTRIAL REINVESTMENT ZONE, CITY OF KILGORE, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT, PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the City Council of the City of Kilgore, Texas, (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone, as codified in Chapter 312 of the Texas Tax Code (the "Act"); and

WHEREAS, a hearing before the City Council was set for 5:30 p.m. on the 11th day of June, 2019, such date being at least seven (7) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in the City of Kilgore; and

WHEREAS, the City has called a public hearing and published notice of such public hearing, and has properly notified the proper officials of Gregg County, Kilgore Independent School District, and Kilgore College as required by the Act; and

WHEREAS, upon such hearing being convened there was presented proper proof and evidence that notices of such hearing had been published and mailed/or delivered as described above; and

WHEREAS, the City at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the Reinvestment Zone, whether all or part of the territory, which is described by a metes and bounds or legal description attached hereto as Exhibit "A" and depicted in the drawing attached hereto as Exhibit "B", should be included in such proposed Reinvestment Zone; and

WHEREAS, all owners of property located within the proposed Reinvestment Zone and all other taxing units and other interested persons were given the opportunity at such public hearing to protest the creation of the proposed Reinvestment Zone or the inclusion of their property in such Reinvestment Zone; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone, and no opponents of the reinvestment zone appeared to contest creation of the reinvestment zone.

FINDINGS OF FACT

WHEREAS, the City Council, in accordance with the provisions of the Act, has determined that the creation of a Reinvestment Zone is in the public interest for the following reasons:

1. The proposed Reinvestment Zone is an area located within the City of Kilgore, which is currently underutilized and in need of economic development.

2. The creation of the Reinvestment Zone will encourage the development of new businesses and industries, which will result in increased property values and tax revenues for the City of Kilgore.

3. The proposed Reinvestment Zone will provide opportunities for job creation and retention, which will benefit the residents of the City of Kilgore.

4. The proposed Reinvestment Zone will promote the efficient use of public resources and encourage private investment.

WHEREAS, the City Council has determined that the proposed Reinvestment Zone is in the public interest and will result in the economic development of the City of Kilgore.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Kilgore,\n
...
(3) No part of the property in the Reinvestment Zone is owned or leased by a member of the governing body of the City or town or by a member of a zoning or planning board or council of the city.

(4) Improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Reinvestment Zone.

SECTION 3: That the City hereby creates a Reinvestment Zone over the area described by the description in Exhibit "A" attached hereto and depicted in a drawing attached hereto as Exhibit "B" and such Reinvestment Zone shall hereafter be identified as the Commercial-Industrial or Residential Reinvestment Zone, Number 2019-06-11 #1, Wagner Tuning, LLC, City of Kilgore, Texas (the "Zone").

SECTION 4: That operation of the Zone shall commence on June 11th, 2019, for a period of five years, may be renewed for an additional five years or may terminate sooner by subsequent ordinance.

SECTION 5: That a written Agreement as provided in the Act, with the owners of the property located within the Reinvestment Zone is hereby authorized according to the schedule and term outlined in Exhibit "C", and the written agreement shall provide an exemption from taxation the increased value in the real and/or personal property according to that schedule.

SECTION 6: That if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7: Pursuant to §312.002, the City Council hereby finds that the terms of the Tax Abatement Agreement to be executed in connection with this Ordinance meets the applicable Guidelines and Criteria for Tax Abatement previously adopted by the City Council on June 11th, 2019.

SECTION 8: That it is hereby officially found, determined, and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted as required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551 et seq. of the Texas Local Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.
EXHIBIT "A"

Legal Description:
Lot 7-B, Synergy Park Subdivision Phase 2, filed in C.B. Pgd. 257 of the Deed Records of Gregg County, Texas, dated July 27, 2008, containing 9.016 acres of land. Also known as 4617 Enterprise St., Kilgore, Gregg County, Texas.
### EXHIBIT "C"

**SCHEDULE OF TAX ABATEMENT**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>% OF ADDED VALUE TO BE ABATED</th>
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<tbody>
<tr>
<td>1</td>
<td>50%</td>
</tr>
<tr>
<td>2</td>
<td>50%</td>
</tr>
<tr>
<td>3</td>
<td>50%</td>
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<td>9</td>
<td>50%</td>
</tr>
<tr>
<td>10</td>
<td>50%</td>
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</tbody>
</table>
City to abate taxes on all improvements and additions in excess of the Base Value, regardless of whether itemized on Schedule in Attachment "C".

f) The Company agrees to build improvements in accordance with all applicable laws, ordinances, codes, rules, requirements or regulations of the city and any subdivision, agency, or authority thereof, and prior to commencing shall secure all permits, licenses, and authorization required.

g) Upon completion and inspection by the City of the improvements specified in this Agreement, Company shall execute a Certificate of Compliance set out in Attachment "E" of this Agreement. A copy of this shall be sent to each taxing entity involved, the Company and to Gregg/Rusk Appraisal District.

h) Should Company fail to make the improvements and/or repairs and/or personal property purchases as provided in this Agreement, then all real and personal property tax revenue lost by the City of Kilgore from Company's property in the zone due to this Agreement shall be forthwith paid to the City of Kilgore by Company, and this agreement shall become void.

i) A map showing existing uses and conditions of Company's property within the Zone is attached as Attachment "F" and incorporated herein by reference.

j) A map showing proposed improvements and uses to Company's property within the Zone is attached as Attachment "G" and incorporated herein by reference.

k) The Company agrees to create 30 new full-time jobs over and above its current base employment prior to January 1, 2029. Company's current base employment is 0. Should Company fail to create and maintain full-time jobs during any calendar year of this Agreement, then City will not certify to Gregg/Rusk Appraisal District that Company is entitled to the abatement for the next calendar year. City may give Company credit during the first year of this Agreement for full-time jobs even though employees may not have worked the required number of hours. However, if Company fails to create the agreed upon number of full-time jobs during each calendar year, but makes additional capital improvements over and above those listed in Attachment "C" attached hereto, it can receive credit as if it had created new jobs. The amount of credit allowed will be determined by the City Council.
ATTACHMENT "C"

List of proposed improvements to be made or caused to be made to the property by Company or tangible personal property to be purchased and located on the property:

- Construction of improvements of a minimum of $4,325,000.00
- Personal Property investment of $1,200,000.00 by the end of Year 2
- Personal Property investment of $500,000.00 by the end of Year 3
ATTACHMENT "E"

CERTIFICATE OF COMPLIANCE
WITH PRIMARY EMPLOYER TAX ABATEMENT AGREEMENT
BETWEEN THE CITY OF KILGORE AND WAGNER TUNING, LLC,
DATED JUNE 11, 2019.
IN REINVESTMENT ZONE NO. 2019-06-11 #1
CITY OF KILGORE, TEXAS
COUNTY OF GREGG

Wagner Tuning, LLC (the "Company") hereby certifies that:

(1) the real and/or personal property improvements property,
described on the above referenced Agreement have been completed and
that all facilities and improvements have been constructed or acquired
pursuant to said Agreement.

(2) the jobs to be created for this year of the Agreement have been
created and maintained including the base jobs, (or) the additional payroll
has been added to the base payroll and maintained for this year of the
Agreement.

(3) all ad valorem taxes have been paid to City and all other taxing
centric.

(4) all other terms and conditions of this Agreement have been
complied with.

Wagner Tuning, LLC (the "Company") hereby certifies that the Company:
is _____ or is not _____ in compliance with its tax abatement agreement.

Current total employment is: ____________ Current payroll is $__________

Signed the ______ day of ______, 20____

____________________________
(Signature of Company Representative)

____________________________
(Position/Title)

Tax Abatement for Wagner Tuning, LLC cont. on next page
ATTACHMENT "G"

Map showing proposed improvements and use of Company's property when improvements are completed.
3. INFORMATION ITEM: Tax Levy Lawsuit

a. Gregg County - $170,055.72

Joe Carrington noted the following: There was a lawsuit over some leased oil field equipment. They challenged the location of that equipment and who taxed it where. The result of that going back to 2012 KC is going to have to refund some taxes. KC's portion is approximately $170,000.

b. Gregg County: 2017 Archrock Agreed Judgment - $6,358.00

Joe Carrington noted the following: This is the same lawsuit for another company called Archrock. KC will have to refund $6,358.

c. Rusk County: J-W Power Judgment - $12,339.30

Joe Carrington noted the following: This is the same lawsuit with a company in Rusk County. KC has already refunded $12,339.30.

J-W Power Judgment on next page
May 6, 2019

Dr. Brenda Kays, President
Kilgore College
1100 Broadway
Kilgore, Texas 75662-3204

RE: J-W Power 25.25 hearing May 3, 2019

Dear Dr. Kays,

On May 3, 2019 the Rusk County Appraisal Review Board approved J-W Power Company’s motion to correct the 2013, 2014, 2015 and 2016 appraisal rolls. With this approval I have forwarded the appraisal roll corrections for these tax years to Lanita Whitehead, Rusk County Tax Assessor/Collector to begin the process of refunding J-W Power Company the amount of taxes paid for these years. Attached is a breakdown of the refunds by year.

Should you have any questions, please do not hesitate to call.

Respectfully,
Rusk County Appraisal District

Weldon R. Cock, RPA, CCA
Chief Appraiser

CC: Mr. Fred Gore, Vice President of Administrative Services
    Mrs. Lanita Whitehead, Rusk County Tax Assessor/Collector
4. INFORMATION ITEM: Credit for Gregg County Appraisal District 4th Quarter Payment

May 24, 2016

Jamie Kaye, President
Kilgore College
1100 Broadway
Kilgore, TX 75662

RE: Budget Amendment and Excess Funds

At the regularly called Gregg County Appraisal District, (GCAD), Board of Directors meeting held May 17, 2016, the results of the District’s 2016 Audit were reviewed. It was determined that an excess of funds exists and pending approval by the taxing units, will be credited to each unit’s 4th Quarter 2016 payment.

Per Section 50.05 of the Texas Property Tax Code the GCAD Board of Directors makes the following requests:

1) Transfer a total of $20,000 from Unreserved Fund Balance to Retirement & Sick Leave Reserve

2) Amend the current 2017 Budget by transferring a total of $30,760 from Unreserved Fund Balance to Postage & Printing

3) Credit the remaining excess amount, a sum totaling $514,282, by an allocation to each participating taxing unit based upon its proportionate share of the District’s 2016 revenue budget.

Upon approval, the Entity’s allocated amount will be applied as a credit to your 4th quarterly payment due to our office by October 1, 2019. We will send our usual reminder letter with the calculation of your payment amount less the deduction so that you will have documentation for your records.

If you have any questions, please do not hesitate to contact me.

Thank you for your continued support of our office.

Sincerely,

Libby Neely, CPA, CCA, CTA
Chief Appraiser

June 17, 2019 Minutes
5. INFORMATION ITEM: Financial Update

Joe Carrington noted that work is being done on the FY20 budget.

B. Policy & Personnel Committee - Karol Pruett, Chair
1. ACTION ITEM: To consider approval the Information Security Policy and Information Security Plan

Karol Pruett made the motion to approve the Information Security Policy and the Information Security Plan. Because the motion came from a committee a second is not required. The motion passed unanimously.

Information Security Policy

<table>
<thead>
<tr>
<th>Approved By and Date:</th>
<th>Board of Trustees</th>
<th>Executive Leadership Team</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>06/05/2019</td>
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</tbody>
</table>

Kilgore College's Information Security is governed by several federal and state laws. *Texas Administrative Code (TAC) 202 subchapter C* defines information security standards for institutions of higher education. TAC 202 requires that the College develop an Information Security Plan. The KC Information Security Plan also is intended to comply with the federal *Safeguards Rule.* In accordance with this over-arching Information Security policy, where applicable, subject specific policies, procedures, standards, guidelines and controls will be established to support and maintain the Information Security Plan.

Information Security Procedures

<table>
<thead>
<tr>
<th>Approved By and Date:</th>
<th>Executive Leadership Team</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>06/05/2019</td>
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</table>

Kilgore College takes data privacy and security seriously and has systems in place to protect its data. The Kilgore College Information Security Plan combines multiple security elements into a management framework that supports the objectives of confidentiality, integrity, and availability. The KC Information Security Plan is a living document that provides a strategic plan to achieve compliance with information security related laws and regulations.

The framework of the Plan is designed to:
1. Ensure the confidentiality, integrity, and availability of KC data.
2. Establish the governance and responsibilities for information security at KC.
3. Establish periodic risk assessments and develop risk mitigation plans.
4. Classify information and establish controls for each classification type.
5. Establish an ongoing security awareness education program for all users starting with new employees during the onboarding process.
6. Establish strategies to protect high-impact information resources.

Information Security Policy cont. on next page
Information Security Policy cont.

7. Facilitate the development of policies, standards and procedures that include controls for:
   a. Data security risk management.
   b. Mitigation of information security risks to levels acceptable to College leadership.
   c. Information security throughout the life cycle of the information resource.

8. Develop processes to:
   a. Plan, implement, evaluate, and document remedial action to address any deficiencies in the
      information security policies, procedures, and practices.
   b. Justify, grant and document any exceptions to specific program requirements in accordance with
      requirements and processes.

Scope of the Information Security Plan

The Information Security Plan applies equally to any person granted access to Kilgore College information resources
including:
   • All users employed by KC, contractors, vendors, or any other person with access to KC information
     technology resources.
   • Non-KC-owned computing devices that may store protected KC information.
   • All categories of information, regardless of the medium in which the information asset is held or
     transmitted (e.g. physical or electronic).
   • Information technology facilities, applications, hardware systems, network resources owned or
     managed by KC. This includes third party service providers' systems that access or store KC
     protected information.

NOTE: Auxiliary organizations, external businesses and organizations that use college information
   technology resources must operate those assets in conformity with the KC Information Security
   Plan.

Information Security Plan Framework

The foundational elements that follow create a framework for the Information Security Plan that ensure continuity,
performance and security of KC's information systems. A review of KC's Information Security Plan for compliance
with required standards will be performed at least biennially based on business risk management decisions by
individual(s) independent of the Information Security Plan.

The elements outlined here will ensure appropriate safeguards are applied to KC's information systems and will be
regularly reviewed and updated consistent with changing business environment and/or regulations.

1. Responsibility and Accountability.
2. Risk Management.
5. Information Security Incident Response.
7. Digital Data Disposition.
8. Enforcement.

Information Security Plan on next page
INFORMATION SECURITY PLAN

SUMMARY

An Information Security Plan provides direction for managing and protecting the confidentiality, integrity, and availability of information resources, particularly highly sensitive or critical data. The plan contains administrative, technical, and physical safeguards to protect information assets. Controls include policies, processes, procedures, standards, guidelines, organizational structures, and supporting technology.

Information security is governed by several federal and state laws. Texas Administrative Code (TAC) 202 subchapter C defines information security standards for institutions of higher education. TAC 202 defines the requirements of the Information Security Plan, roles and responsibilities, and adoption of appropriate security controls. This Plan also is intended to comply with the federal Safeguards Rule.

This document establishes the purpose, scope, authority, organizational responsibilities, and foundational elements of the Information Security Plan for Kilgore College.
# INFORMATION SECURITY PLAN

## Table of Content:

- Summary .................................................. 1
- Introduction .............................................. 3
- Goal ....................................................... 3
- Scope ...................................................... 4
- Information Security Roles and Responsibilities .......... 4
  - Information Resource Manager (IRM) ..................... 4
  - Information Security Officer (ISO) ....................... 5
  - Information Owner / Data Owner ......................... 6
  - Information Custodian / Data Custodian ................ 6
  - User / Information User / Authorized User ............. 7
  - Information Security Plan Reviewer ..................... 7
- Program Framework ...................................... 7
  - Responsibility and Accountability ..................... 8
  - Risk Management ....................................... 8
  - Security Awareness ................................... 9
  - Business Continuity Plan ............................. 9
  - Information Security Incident Response ............... 10
  - Physical Security .................................... 11
  - Digital Data Disposition ............................ 11
  - Enforcement ......................................... 11
- Appendix A ................................................. 13
  - Classification of Data .................................. 13
- Appendix B ............................................... 14
  - Compliance References ............................... 14
- Appendix C ............................................... 15
INFORMATION SECURITY PLAN

INTRODUCTION

This document establishes Kilgore College’s Information Security Plan and outlines objectives for managing, operating, and controlling information security activities. Where applicable, policies, procedures, standards, guidelines, and controls will be established to support and maintain the Information Security Plan. Policies serve as overarching rules for the use, management, and implementation of information security. Procedures, standards, and guidelines serve to define the methods for the protection of information assets. Defined controls provide a system of checks and balances intended to identify irregularities and prevent abuse.

The Information Security Plan contains administrative, technical, and physical safeguards to protect KC information resources. Measures shall be taken to protect these resources against accidental or unauthorized access, disclosure, modification, or destruction, as well as to assure the availability, integrity, authenticity, and confidentiality of information.

GOAL

The purpose of the KC Information Security Plan is to provide the college community with a description of the strategic plan to achieve compliance with information security related laws and regulations. The framework is designed to:

1. Ensure the confidentiality, integrity, and availability of KC data.
2. Establish the governance and responsibilities for information security at KC.
3. Establish periodic risk assessments and develop risk mitigation plans.
4. Classify information and establish controls for each classification type.
5. Establish an ongoing security awareness education program for all users starting with new employees during onboarding process.
6. Establish strategies to protect high-impact information resources.
7. Facilitate the development of policies, standards, and procedures that include controls for:
   a. Data security risk management.
   b. Mitigation of information security risks to levels acceptable to College leadership.
   c. Information security throughout the life cycle of the information resource.
8. Develop processes to:
INFORMATION SECURITY PLAN

1. Plan, implement, evaluate, and document remedial action to address any deficiencies in the information security policies, procedures, and practices.

2. Justify, grant, and document any exceptions to specific program requirements in accordance with requirements and processes.

The Information Security Plan combines multiple security elements into a management framework that supports the objectives of confidentiality, integrity, and availability.

SCOPE

This program applies equally to any person/entity granted access to Kilgore College information resources including:

- All users employed by KC, contractors, vendors, or any other person with access to KC information technology resources.
- Non-KC-owned computing devices that may store protected KC information.
- All categories of information, regardless of the medium in which the information asset is held or transmitted (e.g., physical or electronic).
- Information technology facilities, applications, hardware systems, and network resources owned or managed by KC. This includes third party service providers' systems that access or store KC protected information.

NOTE: Auxiliary organizations, external businesses, and organizations that use college information technology resources must operate those assets in conformity with the KC Information Security Plan.

INFORMATION SECURITY ROLES AND RESPONSIBILITIES

The following roles are defined with appropriate responsibilities and authorities regarding information security.

Information Resource Manager (IRM)

The Director of Information Technology (John Colville) is designated as the College’s Information Resource Manager and is responsible for management of the College’s information resources. The IRM is designated through appointment by the President. The IRM provides strategic direction, ensures objectives are achieved, ascertains that risks are managed appropriately, and verifies information resources are used responsibly. The IRM reports to the President, and is the designated representative for the College’s information resources.
INFORMATION SECURITY PLAN

Information Security Officer (ISO)

The IT Report Writer (Larry Brooks) is designated as the College’s Information Security Officer (ISO). The ISO reports to the Information Resource Manager. The ISO administers the College’s Information Security Plan.

It shall be the responsibility of the Information Security Officer to:

- Develop, recommend, and maintain a campus-wide Information Security Plan.
- Develop and maintain information security policies and procedures that address security regulations and the College’s information security risks.
- Work with the business and technical resources to ensure that controls are utilized to address all applicable security regulations and the College’s information security risks.
- Provide guidance and assistance to College leadership, information owners, information custodians, and end users concerning their responsibilities.
- Ensure that annual information security risk assessments are performed and documented by information-owners.
- Develop and recommend policies and establish procedures and practices, in cooperation with the IRM, information owners and custodians, necessary to ensure the security of information and information resources against unauthorized or accidental modification, destruction, or disclosure.
- Coordinate the review of the data security requirements, specifications, and, if applicable, third-party risk assessment of any new computer applications or services that receive, maintain, and/or share confidential data.
- Verify that security requirements are identified and risk mitigation plans are developed and contractually agreed and obligated prior to the purchase of information technology hardware, software, and systems development services for any new high impact computer applications or computer applications that receive, maintain, and/or share confidential data.
- Report annually the status and effectiveness of security controls; and inform the campus departments, data owners, and data custodians in the event of noncompliance with Kilgore College’s information security policies.
- Issue exceptions to information security requirements or controls with the approval of the IRM.
INFORMATION SECURITY PLAN

- Justify, document, and communicate any such exceptions as part of the risk assessment process.

Information Owner / Data Owner

A data owner is defined as an individual with statutory or operational authority for specific information or information resources. The data owner or designee is responsible for and authorized to:

- Classify information under their authority, with the approval of the IRM or designee, in accordance with KC's established information classification categories.
- Approve access and formally assign custody of information or an information resource.
- Specify data security control requirements and convey them to users and custodians.
- Confirm that controls are in place to ensure the confidentiality, integrity, and availability of data.
- Assign custody of information resources and provide appropriate authority to implement security controls and procedures.
- Periodically review access lists based on documented risk management decisions.
- Approve, justify, document, and be accountable for exceptions to security controls with the ISO.
- Participate in risk assessments.

Information Custodian / Data Custodian

An information custodian is defined as an individual, a department, agency, or third-party service provider responsible for implementing the information owner-defined controls and access to an information resource.

Data custodians shall:

- Implement controls required to protect information and information resources based on the classification and risks specified by the information owner(s) or as specified by the policies, procedures, and standards defined by the Information Security Plan.
- Provide owners with information to evaluate the cost-effectiveness of controls and monitoring.
INFORMATION SECURITY PLAN

- Adhere to monitoring techniques and procedures, approved by the ISO, for detecting, reporting, and investigating incidents.
- Provide information necessary for appropriate information security training to employees.
- Ensure information is recoverable in accordance with risk management decisions.

User / Information User / Authorized User

An information user is defined as an individual, process, or automated application authorized to access an information resource in accordance with federal and state laws, College policies, and the information owner’s procedures and rules. The user of an information resource has the responsibility to:

- Use the resource only for the purpose specified by the institution or information owner.
- Comply with information security controls and College policies to prevent unauthorized or accidental disclosure, modification, or destruction.
- Formally acknowledge that they will comply with the security policies and procedures of Kilgore College.

Information Security Plan Reviewer

The Information Security Plan is reviewed by individual(s) designated by the Information Resource Manager that are independent of the program. The review is to be conducted biennially for compliance with applicable standards based on business risk management decisions. Outcomes of the review provide the basis for corrective action plans and the development of policies, procedures, and processes.

PROGRAM FRAMEWORK

The foundational elements that follow create a framework for the Information Security Plan that ensure continuity, performance, and security of KC’s information systems. A review of KC’s Information Security Plan for compliance with required standards will be performed at least biennially based on business risk management decisions by individuals(s) independent of the Information Security Plan.

The elements outlined here will ensure appropriate safeguards are applied to KC’s information systems and should be reviewed and updated consistent with changing business environment and/or regulations.
INFORMATION SECURITY PLAN

Responsibility and Accountability

Data owners and their selected data custodians will be reviewed on an annual basis by the ISO. The data owners will review and identify the related data stored on their system and identify the categories of data stored as confidential, protected, or public according to the data classification standards found in Appendix A. Data owners will also review the list of authorized users for each system and implement required changes using the least privileged model.

The ISO will review and approve information ownership and responsibilities including personnel, equipment, hardware, and software, as well as define information classification categories.

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Assigned Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inventory of systems, data owners, and data custodians</td>
<td>ISO</td>
</tr>
<tr>
<td>Periodic review of access and authorization granted</td>
<td>Data owners</td>
</tr>
<tr>
<td>Implement controls</td>
<td>Data custodians</td>
</tr>
<tr>
<td>Respond to audits and inquiries</td>
<td>Data owners and custodians</td>
</tr>
<tr>
<td>Acknowledge policies and confidentiality</td>
<td>Authorized users</td>
</tr>
</tbody>
</table>

Risk Management

Risk management is the process of aligning information resource risk exposure with the organization's risk tolerance by either accepting, transferring, or mitigating risk exposures. The risk management cycle includes assessment, review, mitigation, and reporting.

- Risk assessment is the process of identifying, evaluating, and documenting the level of impact on an organization's mission, functions, image, reputation, assets, or individuals that may result from the operation of information systems. Risk assessment incorporates threat and vulnerability analyses and considers mitigations provided by planned or in-place security controls. Risk assessment also provides the documentation for evaluating and granting exemptions from security control requirements.
- Risk review is the process of evaluating the results of risk assessments and recommending activities to mitigate the risks.
- Risk mitigations are technical and/or procedural activities designed to reduce or eliminate the risks identified during assessment and review.
- Risk reporting is the process of reporting residual risks to the IRM and executive leadership.

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Assigned Responsibility</th>
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</table>
INFORMATION SECURITY PLAN

<table>
<thead>
<tr>
<th>Coordinate risk assessment activities</th>
<th>IRM or designee (IT Compliance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participate in risk assessment</td>
<td>Data owners and data custodians</td>
</tr>
<tr>
<td>Review assessment results and recommend remediation requirements</td>
<td>ISO</td>
</tr>
<tr>
<td>Mitigate identified risks</td>
<td>Data custodians</td>
</tr>
<tr>
<td>Grant exemptions to controls requirements based on risk assessments</td>
<td>ISO</td>
</tr>
<tr>
<td>Residual risk report</td>
<td>ISO</td>
</tr>
</tbody>
</table>

Security Awareness

Security awareness is a critical component of an Information Security Plan. All employees with access to KC information resources must participate annually in information security awareness training. Training promotes awareness of:

- KC information security policies, standards, procedures, and guidelines.
- Potential threats against college protected data and information resources.
- Appropriate controls and procedures to protect confidentiality, integrity, and availability of protected data and information resources.

New employees will sign a non-disclosure agreement and will be provided individual access to the Information Security Awareness Training Program. Employees are expected to complete training within 30 days of receiving the program, and then annually. Department heads and college leadership will be provided status of training compliance.

The ISO will maintain and operate an ongoing security awareness program as well as coordinate development and effective maintenance of communication and internal marketing strategies for information security awareness.

Business Continuity Plan

Business Continuity Plans (BCP) are developed and maintained with the objective of mitigating against loss and ensuring critical business and academic functions are sustained in the event that facilities, technologies, and/or other resources are unavailable due to an unforeseen disruption or event. It is crucial that KC formally develop an organizational Business Continuity Plan. The BCP ensures that the effects of a disaster will be minimized, and KC will be able to either maintain or quickly resume mission-critical functions.

Elements of a BCP specifically for information resources shall include:
INFORMATION SECURITY PLAN

- Business Impact Analysis including:
  - Mission Critical Information Resources
  - Disruption impacts and allowable outage times
  - Recovery priorities
- Risk Assessment.
- Implementation, testing, and maintenance management program for the plan
- Disaster Recovery Plan.

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Assigned Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop and maintain BCP (for IT)</td>
<td>IRM or designee (IT Compliance)</td>
</tr>
<tr>
<td>Develop and maintain applicable policy, process and procedures (for IT)</td>
<td>IRM or designee (IT Compliance)</td>
</tr>
<tr>
<td>Coordinate distribution of BCP (for IT)</td>
<td>IRM or designee (IT Compliance)</td>
</tr>
<tr>
<td>Implement and test of BCP (for IT)</td>
<td>IRM or designee</td>
</tr>
</tbody>
</table>

Information Security Incident Response

An information security incident is defined as an event that impacts or has the potential to impact the confidentiality, availability, or integrity of KC information resources. Having an effective incident response plan is essential in mitigating damage and loss. Proper handling of such incidents protects KC’s information resources from future unauthorized access, misuse, or damage.

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Assigned Responsibility</th>
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</thead>
<tbody>
<tr>
<td>Develop and maintain incident response policy</td>
<td>ISO</td>
</tr>
<tr>
<td>Coordinate incident response activities</td>
<td>ISO</td>
</tr>
<tr>
<td>Develop and maintain incident response plan</td>
<td>ISO</td>
</tr>
<tr>
<td>Develop and maintain incident response procedures for:</td>
<td>ISO</td>
</tr>
<tr>
<td>- Incident management</td>
<td></td>
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<tr>
<td>- User reporting</td>
<td></td>
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<tr>
<td>- State reporting ISO</td>
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</tbody>
</table>
Physical Security

Physical security controls and secure areas are used to minimize unauthorized access, damage, and interference to information resources. Physical security includes providing environmental safeguards and controlling physical access to equipment and data.

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Assigned Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop and maintain physical security policies</td>
<td>IRM or designee</td>
</tr>
<tr>
<td>Implement physical security procedures</td>
<td>Data custodians</td>
</tr>
</tbody>
</table>

Digital Data Disposition

The secure disposal of KC's digital data is a significant part of the information security posture. KC data can be stored on both printed media and on digital format. It is vital both these forms of data are disposed of securely to ensure confidentiality. In order to mitigate the risk of unauthorized disclosure of information and to ensure its confidentiality, specific disposition methods for digital data must be adhered to.

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Assigned Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop and maintain data disposition policy and standards</td>
<td>ISO</td>
</tr>
<tr>
<td>Implement data disposition standards</td>
<td>Data custodians</td>
</tr>
</tbody>
</table>

Enforcement

The ISO is authorized by the President to ensure that the appropriate processes to administer this program are in place, and are communicated to, and followed by the College community.

Administrators must ensure that measures are taken within their department to comply with this policy and its related standards, guidelines, and practices. Departments found to be non-compliant will be required to take specific steps to come into compliance within a specified time. If compliance cannot be achieved, a written request for exception must be approved by the ISO. Approved requests will be reviewed annually to determine if an exception is still warranted.

KC reserves the right to temporarily or permanently suspend, block, or restrict electronic access to college information resources, independent of such procedures, when it reasonably appears necessary to do so in order to protect the confidentiality, integrity, availability, or functionality of KC information resources; to protect KC from liability; or to enforce this policy and its related standards and practices.
INFORMATION SECURITY PLAN

Failure to adhere to the provisions of this policy statement or the appropriate use policy statement may result in:

- suspension or loss of access to institutional information technology resources
- appropriate disciplinary action under existing procedures applicable to students, faculty and staff, and or
- civil or criminal prosecution

Potential violations will be investigated in a manner consistent with applicable laws and regulations, and KCC policies, standards, guidelines, and practices.

The Information Resource Manager or designee will ensure that suspected violations and resultant actions receive the proper and immediate attention of the appropriate College officials, law enforcement, outside agencies, and disciplinary grievance processes in accordance with due process.

Third-party service providers who do not comply may be subject to appropriate actions as defined in contractual agreements or other legal remedies available to KCC.

Appeals of College actions resulting from enforcement of this policy will be handled through existing disciplinary/grievance processes for KCC students and employees.
INFORMATION SECURITY PLAN

APPENDIX A

Classification of Data

Information classification (data classification) is required to determine the relative sensitivity and criticality of information resources. This provides the basis for protection efforts and access control.

Kilgore College adopts a four-category classification: regulated, confidential, sensitive, and public. Although all data require some level of protection, particular data classifications are considered more sensitive and require tighter controls. The level of security required depends in part on the effect that unauthorized access or disclosure of data would have on operations, functions, reputation, assets, or privacy of individual members of the KC community.

The Data Classification Standard outlines the minimum controls for protection of classified KC information. Additional controls may be required under applicable laws, regulations, or standards governing specific types of data (e.g., health or financial information, credit card data).

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Assigned Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop and maintain data classification policy and standard</td>
<td>ISO</td>
</tr>
<tr>
<td>Develop and maintain applicable control standards</td>
<td>ISO</td>
</tr>
<tr>
<td>Classify data</td>
<td>Data owners</td>
</tr>
<tr>
<td>Implement controls</td>
<td>Data custodians</td>
</tr>
</tbody>
</table>
Información Security Plan cont.

INFORMATION SECURITY PLAN

APPENDIX B

Compliance References

Kilgore College Information Security Plan and practices must comply with several federal and state laws, as well as Kilgore College policies. While it is not possible to list all potentially applicable laws and regulations, this list references the most relevant ones that must be complied.

4. Texas Administrative Code, Title 1, part 10, Chapter 202, Subchapter C (pending).
5. Texas Medical Records Privacy Act.
INFORMATION SECURITY PLAN

APPENDIX C

Definition:

Availability – Ensuring that information systems and the necessary data are accessible for use when required.

Business Continuity Plan – A plan to ensure that the essential business functions of the organization are able to continue (or restart) in the event of unforeseen circumstances.

Confidentiality – Assurance that information is shared only among authorized persons or organizations.

Disaster Recovery Plan – Assurance that a documented process or set of procedures to recover and protect a business IT infrastructure is in place in the event of a disaster. Such a plan, ordinarily documented in written form, specifies procedures an organization is to follow in the event of a disaster.

Information Resource – Procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors. Information Resources of Kilgore College include, but are not limited to the following:

- All components of the Kilgore College information network, both physical and logical.
- Any device owned by Kilgore College or used to connect to the Kilgore College network. These devices include computers (both stationary and mobile), printers, and communication devices.
- All software purchased by or used to support Kilgore College.
- All electronic data, including email, and the storage media on which the data resides (both stationary and mobile).
- Kilgore College credentials used to access licensed external resources.

Information Security – The practice of protecting information from unauthorized access, use, disclosure, disruption, modification, perusal, inspection, recording, or destruction.

Information Security Plan – Plan that contains administrative, technical, and physical safeguards to protect information resources.

Integrity – Accuracy and consistency of data over the entire life-cycle.
INFORMATION SECURITY PLAN

Mitigate – An effort to reduce loss by making a deficiency less severe and lessening the impact of potential damages.

Remediate – The act or process of correcting a fault or deficiency.

Risk – The likelihood that something will occur and cause harm to, or loss of, an information asset.

Risk Assessment – A systematic process of evaluating potential risk and impact from disruption of information resources.

Security Incident – A computer, network, or paper-based activity which results (or may result) in misuse, damage, denial of service, compromise of integrity, or loss of confidentiality of a network, computer, application, or data, and threats, misrepresentations of identity, or harassment of or by individuals using these resources.

Threat – Anything that has the potential to cause harm.

Vulnerability – A weakness that could be exploited to endanger or cause harm to an information resource.

Vulnerability Assessment – The process of identifying, quantifying, and prioritizing (or ranking) the vulnerabilities in a system.
C. Property & Facilities Committee
   I. ACTION ITEM: To consider approval of a proposal to remove, via abatement by ERI Consulting, limited spot removal (approximately 11 separate 1 s.f. spots) and disposal of asbestos-containing spray-on ceiling materials from Dodson Auditorium utilizing plant fund reserves at a cost of $4,248.00.

   Karol Pruett made the motion to approve Action Item 1 as presented. David Castles seconded the motion. The motion passed unanimously.

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ERI Consulting, Inc.

Kilgore College
Mr. Terry Huckaby/Mr. Jeff Williams
1100 Broadway
Kilgore, TX 75662-3204
Phone: 903-987-2703
thuckaby@kilgore.edu
jwilliams@kilgore.edu

RE: Proposal - Consulting/Laboratory Services - Limited Asbestos Abatement, Kilgore College, 1100 Broadway, Kilgore, Texas - Dodson Auditorium (Building No. 19)

Dear Mr. Huckaby/Mr. Williams:

This proposal covers our services during the limited spot removal (approximately 11 separate 1 s.f. spots) and disposal of asbestos-containing spray-on ceiling materials from the above referenced building. The scope of work will also include drilling up to 10 holes through asbestos materials. The asbestos abatement of these areas can be completed in one day/work shift, and is currently filed to be performed on Tuesday, May 14th. During removal, no other activities within the affected areas will be possible.

Our services will include the project design by a licensed consultant, as required by the EPA’s model accreditation plan, and filing the 10-day notification for compliance with the state rules and NESHAPS federal standards.

A licensed project manager/air monitoring technician will be on site throughout the work to perform daily air monitoring and ensure regulatory compliance. We will be collecting baseline, ambient, personal and clearance air samples for proper documentation during the removal.

Following completion, we will prepare a final report, documenting the project in its entirety to be filed with your permanent records. Our report will be submitted electronically, via email. Paper copies are available upon request for an additional nominal fee.

The costs for our services will be $850.00. We have received a quote from Air Quality Associates, Inc. (AQA), local licensed asbestos abatement contractor, to perform the removal/disposal for $3,333.00. The Texas Department of State Health Services (TDSHS) notification fee will be approximately $65.00 (state minimum). These costs are based on performing this work in conjunction with the scheduled Library project. If performed as a separate/independent project, costs would be higher.

Per the state regulations, at the completion of work you will receive separate invoices from each entity. One from ERI for the required consulting services, one from AQA for the removal/disposal, and one from the state for the notification fee.

Kilgore College AA, Dodson Bldg. 19-0521pm
ERI Consulting, Inc.

Mr. Huckaby/Mr. Williams
May 3, 2019
page 2 of 2

We appreciate the opportunity to provide this proposal covering our professional consulting and laboratory services. If you wish to retain our services, please sign the acceptance statement below and return to our office. If you should have any questions concerning this proposal, please contact our office at (903) 534-5601.

Sincerely,

[Signature]

Christopher L. Power, E.V.P.
TDSHS Asbestos Consultant #10-5566

clp/ma

ACCEPTANCE STATEMENT:

RE: Proposal - Consulting/Laboratory Services - Limited Asbestos Abatement, Kilgore College, 1100 Broadway, Kilgore, Texas - Dodson Auditorium (Building No. 19)

We wish to retain the services of ERI Consulting, Inc. as outlined in the proposal letter dated May 3, 2019. We hereby authorize ERI Consulting, Inc. to sign and file the appropriate TDSHS/NESHAP notification in accordance with 295.61 of the Texas Asbestos Health Protection Act.

_________________________
Signature

_________________________
Printed Name/Title

_________________________
Date

Payment terms are 15 days net + A finance charge of 1.5% per month will be added to all accounts over 30 days

Kilgore College AA Dodson Bldg 19-05102pro
2. ACTION ITEM: To consider approval of a proposal to remove, via abatement by ERI Consulting, the limited removal and disposal of asbestos-containing transite panels in two mechanical rooms (approx. 100 s.f.) from the Hendrix Building utilizing plant reserve funds at a cost of $3,593.00

Karol Pruett made the motion to accept Action Item 2 as presented. Janice Bagley seconded the motion. The motion passed unanimously.

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February 26, 2019

Kilgore College
Mr. Jeff Williams
1100 Broadway
Kilgore, TX 75662-3204
Phone: 903-987-2703 / jwilliams@kilgore.edu
cc: tracy@inckinstray.com

RE: Proposal - Consulting/Laboratory Services - Limited Asbestos Removal, Kilgore College, - Hendrix Building, 300 S. High Street, Longview, Texas

Dear Mr. Williams:

This proposal covers our services during the limited removal and disposal of asbestos-containing transite panels in two mechanical rooms (approx. 100 s.f.) from the above referenced building. See attached scope of work diagram and general photographs for limited scope. During removal, no other activities within the affected areas will be possible.

Our services will include the project design by a licensed consultant, as required by the EPA’s model accreditation plan, and filing the 10-day notification for compliance with the state rules and NESHAPS federal standards. A licensed project manager/air monitoring technician will be on site throughout the work to perform daily air monitoring and ensure regulatory compliance.

We will be collecting baseline, ambient, personal and clearance air samples for proper documentation during the removal. Following completion, we will prepare a final report, documenting the project in its entirety to be filed with your permanent records. Our report will be submitted electronically, via email. Paper copies are available upon request for an additional nominal fee.

The costs for our services will be $950.00. We have received a quote from Air Quality Associates, Inc. (AQA), local licensed asbestos abatement contractor, to perform the removal/disposal for $2,583.00. The Texas Department of State Health Services (TDSHS) notification fee will be approximately $60.00 (state minimum fee).

Per the state regulations, at the completion of work you will receive separate invoices from each entity: One from ERI for the required consulting services, and one from AQA (abatement contractor) for the removal/disposal.

Kilgore College AA Hendrix 02/15/19

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Hendrix Building cont. on next page
ERI Consulting, Inc.

Mr. Williams
February 26, 2019
page 2 of 2

We appreciate the opportunity to provide this proposal covering our professional consulting and laboratory services. If you wish to retain our services, please sign the acceptance statement below and return to our office. If you should have any questions concerning this proposal, please contact our office at (903) 534-3501.

Sincerely,

[Signature]

Christopher L. Power, E.V.P.
TDSHS Asbestos Consultant #10-5566

Attachment: Limited Scope of Work Diagram / General Photographs

clp/ma

ACCEPTANCE STATEMENT:

RE: Proposal - Consulting/Laboratory Services - Limited Asbestos Removal, Kilgore College, Hendrix Building, 300 S. High Street, Longview, Texas

We wish to retain the services of ERI Consulting, Inc. as outlined in the proposal letter dated February 26, 2019.

_____________________________
Signature

_____________________________
Printed Name/Title

_____________________________
Date

Payment terms are 15 days net. A finance charge of 1.5% per month will be added to all accounts over 30 days
Hendrix Building cont.
VII. CCATT (COMMUNITY COLLEGE ASSOCIATION OF TEXAS TRUSTEES) REPORT
Presenter: Joe Carrington

CCATT is a state-wide organization that represents Texas trustees. There is also a state-wide organization that represents the colleges (TACC – Texas Association of Community Colleges). These two organizations worked together before and during the Legislature to vet bills for community colleges. They had a very successful year with the Legislature. Some of the bills that have passed are:

- HB1 - provided about $68 million more in funding for community colleges. Our funding is based on our contact hours.
- SB2 – the property tax rollback which doesn’t affect KC as much as the larger community colleges. The governor, the lieutenant governor, and the speaker wanted to reduce a rollback vote to 2.5%. Community Colleges got exempted from that so we are still at the 8% rollback rate. School districts are at 2.5% and municipalities and counties are at 3.5%.
• SB25 – improves the recommended transfer pathways for students in recommended courses. It also mandates advising for our students after successful completion of 15 semester credit hours in dual-credit
• SB1324 – requires dual-credit students to file a degree plan after completing 15 semester credit hours.

24 out of 50 colleges were represented with about 135 people in attendance.

VIII. NOMINATING COMMITTEE FOR ELECTION OF BOARD OFFICERS
A. INFORMATION ITEM: Report from Nominating Committee - Slate of Officer Candidates
Presenter: Scott Andrews

Nomination Committee: Scott Andrews, Chairman, Jon Rowe, and Cecelia Sanders.

Appointments for committees:
  o Policy & Personnel: Karol Pruett, Chairman, Larry Woodfin, and David Castles
  o Property & Facilities: Lon Ford, Chairman, Karol Pruett, and Jon Rowe
  o Student Success: Cecelia Sanders, Chairman, Lon Ford, and Janice Bagley
  o Investment/Finance: Scott Andrews, Chairman, Joe Carrington, and Jon Rowe

Nominations for Board Officers:
  o Joe Carrington for President
  o Larry Woodfin for Vice President
  o Karol Pruett for Secretary

Scott Andrews was chairman of the Nomination Committee along with Jon Rowe and Cecelia Sanders.

IX. BOARD OFFICER ELECTIONS
Presenter: Larry Woodfin, Board President

Larry Woodfin asked for any other candidates from the floor for Secretary. There were no other nominations. Mr. Woodfin called for the vote for Karol Pruett for Secretary of the Board. Because the motion came from a committee a second was not required. The motion passed unanimously.

Larry Woodfin asked for any other candidates from the floor for Vice President. There were no other nominations. Mr. Woodfin called for the vote for Larry Woodfin for Vice President of the Board. Because the motion came from a committee a second was not required. The motion passed unanimously.

Larry Woodfin asked for any other candidates from the floor for President. There were no other nominations. Mr. Woodfin called for the vote for Joe Carrington for President of the Board. Because the motion came from a committee a second was not required. The motion passed unanimously.
X. ADJOURNMENT

The meeting was adjourned at 6:58pm by Larry Woodfin.

Respectfully submitted,

[Signatures]

Nancy Law, Recording Secretary
Kilgore College Board of Trustees

Joe Carrington
President of the Board

J. Kard Pruitt
Secretary of the Board