

Agenda of Budget Workshop

The Board of Trustees Kilgore Junior College District



A Budget Workshop of the Board of Trustees of Kilgore Junior College District was held on July 27, 2021, beginning at 6:30 PM with the following members present:

Janice Bagley
Joe Carrington, President
David Castles
Kelvin Darden
Lon Ford, Secretary
Travis Martin

Members absent: Josh Edmonson and Larry Woodfin, Vice President

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

1. CALL TO ORDER

Joe Carrington called the meeting to order at 6:30 pm.

2. EXECUTIVE SESSION

The Board of Trustees did not convene into executive session.

3. ACTION ITEMS

A. Action Item: To consider approving an Interlocal Agreement between Gregg County, Texas and Kilgore College and to authorize the College President to execute same

Lon Ford made the motion to consider approving an Interlocal Agreement between Gregg County, Texas and Kilgore College and to authorize the College President to execute same. Because the motion came from a committee a second was not required. The motion passed unanimously.

Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN GREGG COUNTY, TEXAS AND KILGORE COLLEGE

This Interlocal Agreement is entered into between Gregg County, Texas (the "County") and Kilgore College (the "College").

WHEREAS, Chapter 791, Texas Government Code, the "Interlocal Cooperation Act," authorizes local governmental entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, the County and the College are local governments as defined in the Texas Government Code, Section 791.003(4), and have the authority to enter into this Agreement, and each party has entered into this Agreement by the action of its governing body in the appropriate manner prescribed by the appropriate governing law;

Interlocal Agreement cont. on next page

Interlocal Agreement cont.

WHEREAS, Texas Government Code Section 791.035 authorizes a local government and an institution of higher education or university system to contract with one another to perform any governmental functions or services; and

WHEREAS, the College is requesting the County's assistance in the repair and resurfacing of five public parking lots belonging to the College (the "Project"); and

WHEREAS, it is in the best interest of the citizens of Gregg County for local governments to cooperate, where possible, in the provision of governmental functions and services where such cooperation will result in more efficient, higher quality and/or more cost-effective provision of such functions and services; and

WHEREAS, the governing bodies further find that the performance of this Agreement is in the common interest of both parties; and

WHEREAS, the County and the College specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and the terms provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

1. The County agrees to provide the labor and equipment necessary to repair and resurface the following parking lots owned by the College:
 - a. ATC Parking Lot
 - b. ES/ETOM Parking Lot
 - c. McLaurin Parking Lot
 - d. Devall Parking Lot
 - e. Stark Parking Lot
2. The College agrees to reimburse the County for all materials and rental equipment required to complete the Project. The County will submit copies of invoices for reimbursement of the material and rental vendors.
3. While the County has provided a good faith estimate for the Project, the College agrees to pay the actual costs for all materials, labor, equipment usage, and any required rental equipment necessary to repair and resurface the designated parking lots.
4. The County will submit an invoice to the College each month until the Project is complete.
5. The College will be responsible for permanent markings once the Project is completed.
6. The College will be responsible for ensuring the parking lots are free of obstructions prior to commencement of the Project.
7. The County will be responsible for disposing of waste materials generated during the Project.
8. The College shall be authorized to observe the work performed by the County pursuant to this Agreement; provided, however, that such observations shall not include the right of the College to supervise work performed by the County.

Interlocal Agreement cont. on next page

Interlocal Agreement cont.

9. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officer, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.
10. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Gregg County, Texas and that exclusive venue shall lie in Gregg County, Texas.
11. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.
12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.
13. This Agreement shall bind and benefit the respective parties and legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.
14. This Agreement shall be effective upon execution by both parties and shall continue in effect until final completion of the Project. Following project completion, the College will be solely responsible for maintenance and repairs of the parking lots.

**[SIGNATURE PAGE TO INTERLOCAL AGREEMENT BETWEEN
GREGG COUNTY, TEXAS AND
KILGORE COLLEGE]**

APPROVED AND AGREED:

GREGG COUNTY JUDGE,
BILL STOUTT

Date

KILGORE COLLEGE PRESIDENT,
BRENDA S. KAYS

Date

4. DISCUSSION AND FEEDBACK OF PROPOSED BUDGET FOR FISCAL YEAR 2022

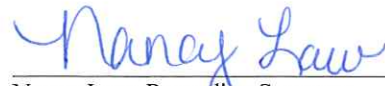
- Dr. Kays delivered an executive summary budget overview.
 - The budget is based on 105,000 semester credit hours in comparison to last year's budget which was based upon 95,000 semester credit hours.
 - Tuition was not increased for the 21-22 academic year.
 - There is a decline in KC's property tax revenue of 2.9% or a little more than \$199,000.00
 - Health Insurance/Benefits costs remained stable-no discernable increases.
 - This budget provides a 2.5% salary increase for all qualifying employees with the caveat that no employee who qualifies for the salary increase will receive less than \$1,000.00
 - It utilizes \$312,867 of KC Plant Fund Reserves for Capital Improvements, but does not use any KC Revenue Reserves.
 - Dr Kays closed by stating, "...this is a solid budget that allows us to invest in our students, our faculty and staff, and our physical learning environment. I credit your visionary leadership as a Board that has allowed us to continue to make strides in all three of these areas."
- Terry Hanson went into detail on the budget. The Board discussed the presented operating/auxiliary budget.

5. ADJOURNMENT

Joe Carrington adjourned the meeting at 7:05 pm.

If during the course of the meeting covered by this notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any item included in this notice, then such closed or executive meeting or session as authorized by Section 551.001 et. seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board concerning any subjects and for any and all purposes permitted by Sections 551.071-551.089 of the Open Meetings Act.

Respectfully submitted,



Nancy Law, Recording Secretary
Kilgore College Board of Trustees



President of the Board



Secretary of the Board