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 on August 9, 2021, beginning at 6:30 pm, with the following members present:

Janice Bagley
Joe Carrington, President
David Castles
Kelvin Darden
Josh Edmonson
Lon Ford, Secretary
Travis Martin
Jon Rowe
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
   A. Invocation and Pledge of Allegiance

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

2. PRESENTATIONS
   A. Program/Employee/Student Spotlight - Chatbot Launch
      Presenter: Dr. Mike Jenkins

   Dr. Jenkins presented the new “Rowdy” Chatbot on the Kilgore College Website to help engage students and the community. A Chatbot is a computer program that uses artificial intelligence to answer questions about the institution. The Chatbot is currently launched with six KC offices so far. Those offices are Admissions, Academic Advising, Financial Aid, Information Technology, the Registrar’s Office, and Student Accounts within the Business Office.

Chatbot on next page

August 9, 2021 Minutes
Chatbot

The KC website was opened up live. A sample question was asked, “What is the FAFSA?”

The following answer popped up with a video.

Other KC departments will be added along with additional answers. As new questions are asked of Rowdy, answers will be programmed in. Eventually, the Chatbot will allow students to connect with a live person in a live chat environment.

August 9, 2021 Minutes
Summer 2021 Enrollment

Dr. Mickey Best
Vice President of Organizational Effectiveness & Excellence
August 9, 2021

Summer 2021

Summer Enrollment

1873
2019 Census Date 7/11/2019

1797
2020 Census Date 7/9/2020

1903
2021 Census Date 7/15/2021

1.6% ↑
2-year change

Summer 2021 Courses by Mode of Delivery

Online 50%

Face-to-Face 45%

Hybrid 5%
3. PUBLIC COMMENT

There were no public comments.

4. CONSENT AGENDA

Presenter: Mr. Joe Carrington

A. To consider approving the minutes of the June 14, 2021 board meeting and the July 27, 2021 budget workshop
B. To consider approval of personnel items submitted as follows:
   1. Recommendation to accept employee resignations as follows:
      a. Alumni Specialist, effective June 15, 2021, after one month of service
      b. Director of Bands, effective July 16, 2021, after three years of service
      c. Admissions Counselor/Recruiter, effective July 23, 2021, after two years and eight months of service
      d. Professional Support Assistant, Records & Reports Specialist - Registrar, effective June 30, 2021, after seven months of service
      e. Coordinator of Verification & Accounts Specialist, effective June 28, 2021, after six months of service
      f. Vocational Nursing Instructor, effective August 6, 2021, after six years and three months of service
      g. Dean of Health Sciences, effective August 31, 2021, after three years of service
      h. High School-Based Success Coach/Advisor, effective August 7, 2021, after nine months of service
      i. Support Specialist - Testing Center, effective July 23, 2021, after nine years and one month of service
      j. Vocational Nursing Instructor, effective August 6, 2021, after two years of service
      k. Biology Instructor, effective August 31, 2021, after three years of service
      l. Police Officer, effective July 22, 2021, after two years and six months of service
      m. Assistant Basketball Coach, effective July 31, 2021, after two years and three months of service
      n. Professional Support Assistant - Health Sciences, effective August 9, 2021, after five years and six months of service
   2. Recommendation to change employment as follows:
      a. Payroll & Benefits Manager to Accountant, effective July 1, 2021
      b. Cashier to Payroll & Benefits Manager, effective July 1, 2021
      c. Department Chair & Instructor, Math to Associate Dean of Arts & Sciences, effective August 1, 2021
      d. Associate Director of Financial Aid to Interim Director of Financial Aid, effective July 16, 2021
      e. Student Loan Coordinator to Interim Assistant Financial Aid Director, effective July 16, 2021
   3. Recommendation of employment as follows:
      a. Philosophy Instructor, Arts & Sciences, effective September 1, 2021
      b. English Instructor, Arts & Sciences, effective September 1, 2021
      c. Accountant, Business Office, effective July 1, 2021
      d. Success Coach/Advisor High School-Based, Student Services, effective July 16, 2021
      e. Vice President of Organizational Effectiveness & Excellence, Administration, effective July 16, 2021
      f. Vice President of Instruction & Chief Academic Officer, Administration, effective August 1, 2021
      g. Psychology Instructor, Arts & Sciences, effective September 1, 2021
      h. Director of Bands & Music Instructor, Arts & Sciences, effective August 1, 2021
      i. English Instructor, Arts & Sciences, effective September 1, 2021
      j. Program Director & Instructor, Radiologic Tech, Health Sciences, effective September 1, 2021
k. Support Specialist - Purchasing, Business Office, effective August 1, 2021
l. Support Specialist - Cashier, Business Office, effective July 16, 2021
m. Esports Coach, Business & Information Technology, effective September 1, 2021
n. Coordinator of Verification and Accounts - Financial Aid, effective August 16, 2021
o. Project Coach - Early Childhood, Arts & Sciences, effective August 16, 2021
p. Biology Instructor, Arts & Sciences, effective September 1, 2021
q. Mathematics Instructor, Arts & Sciences, effective September 1, 2021
r. Chemistry Instructor, Arts & Sciences, effective September 1, 2021
s. Professional Support Assistant - Records & Reports Specialist, Student Services, effective August 16, 2021

C. To consider payment of legal fees

David Castles made the motion to accept the Consent Agenda as presented. Lon Ford seconded the motion. The motion passed unanimously.

Personnel Agenda

Kilgore Junior College District
Personnel Agenda
August 9, 2021

1. Recommendation to accept employee resignation as follows:

a. Ms. Chelsea Payne, Alumni Specialist, effective June 15, 2021 after one month of service

b. Mr. Brent Farmer, Director of Bands, effective July 16, 2021 after three years of service

c. Ms. Chrissy Patterson, Admissions Counselor/Recruiter, effective July 23, 2021 after two years and eight months of service

d. Ms. Melissa (Missy) King, Professional Support Assistant, Records & Reports Specialist – Registrar, effective June 30, 2021 after seven months of service

e. Ms. Amber Patch-Drotar, Coordinator of Verification & Accounts Specialist, effective June 28, 2021 after six months of service

f. Ms. Kay Hawthorne, Vocational Nursing Instructor, effective August 6, 2021 after six years and three months of service

g. Dr. Sandra Carroll, Dean of Health Sciences, effective August 31, 2021 after three years of service

h. Ms. Kristyl Hester, High School Based Success Coach/Advisor, effective August 7, 2021 after nine months of service

i. Ms. Summrow Robertson, Support Specialist – Testing Center, effective July 23, 2021 after nine years and one month of service

j. Ms. Samantha Spiro, Vocational Nursing Instructor, effective August 6, 2021 after two years of service

k. Ms. Pamela Clarkson, Biology Instructor, effective August 31, 2021 after three years of service

Personnel Agenda cont. on next page

August 9, 2021 Minutes
Personnel Agenda cont.

1. Ms. Myra Quinones, Police Officer, effective July 22, 2021 after two years and six months of service

2. 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>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Kristina Hamilton</td>
<td>Payroll &amp; Benefits Manager</td>
<td>Accountant</td>
<td>$1,875.00/pay period 12 mo. equivalent = $45,000</td>
<td>July 1, 2021</td>
</tr>
<tr>
<td>Ms. Luz Cervantes</td>
<td>Cashier</td>
<td>Payroll &amp; Benefits Manager</td>
<td>$1,458.33/pay period 12 mo. equivalent = $35,000</td>
<td>July 1, 2021</td>
</tr>
<tr>
<td>Mr. Brandon Walker</td>
<td>Department Chair &amp; Instructor, Math</td>
<td>Associate Dean of Arts &amp; Sciences</td>
<td>$3,333.34/pay period 12 mo. equivalent = $80,000</td>
<td>August 1, 2021</td>
</tr>
<tr>
<td>Ms. Jackie Kelley</td>
<td>Associate Director of Financial Aid</td>
<td>Interim Director of Financial Aid</td>
<td>$2,500.00/pay period 12 mo. equivalent = $60,000</td>
<td>July 16, 2021</td>
</tr>
<tr>
<td>Rebekah Metcalf</td>
<td>Student Loan Coordinator</td>
<td>Interim Assistant Financial Aid Director</td>
<td>$1,482.00/pay period 12 mo. equivalent = $35,568</td>
<td>July 16, 2021</td>
</tr>
</tbody>
</table>

1. 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. Matthew Gayetsky</td>
<td>Philosophy Instructor</td>
<td>Arts &amp; Sciences</td>
<td>$1,816.67/pay period 9 mo. equivalent = $43,600</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Dr. Kristen Fisher</td>
<td>English Instructor</td>
<td>Arts &amp; Sciences</td>
<td>$1,962.50/pay period 9 mo. equivalent = $47,100</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Ms. Darby Cockrell</td>
<td>Accountant</td>
<td>Business Office</td>
<td>$1,485.63/pay period 12 mo. equivalent = $35,655</td>
<td>July 1, 2021</td>
</tr>
<tr>
<td>Ms. Cary Challis</td>
<td>Success Coach/Advisor High School Based</td>
<td>Student Services</td>
<td>$1,750.00/pay period 12 mo. equivalent = $42,000</td>
<td>July 16, 2021</td>
</tr>
</tbody>
</table>

Personnel Agenda cont. on next page
<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Position</th>
<th>Department</th>
<th>Salary/Equivalents</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Mickey Best</td>
<td>Vice President of Organizational Effectiveness &amp; Excellence</td>
<td>Administration</td>
<td>$5,417.00/pay period 12 mo. equivalent = $130,000</td>
<td>July 16, 2021</td>
</tr>
<tr>
<td>Dr. Tracy Skopek</td>
<td>Vice President of Instruction &amp; Chief Academic Officer</td>
<td>Administration</td>
<td>$5,833.33/pay period 12 mo. equivalent = $140,000</td>
<td>August 1, 2021</td>
</tr>
<tr>
<td>Dr. Jamie Allsop</td>
<td>Psychology Instructor</td>
<td>Arts &amp; Sciences</td>
<td>$1,879.16/pay period 9 mo. equivalent = $45,100</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Dr. Kevin Richardson</td>
<td>Director of Bands &amp; Music Instructor</td>
<td>Arts &amp; Sciences</td>
<td>$2,583.33/pay period 10 mo. equivalent = $62,000. Includes a $10,000 stipend for Director of Bands</td>
<td>August 1, 2021</td>
</tr>
<tr>
<td>Ms. Rachel Schulik</td>
<td>English Instructor</td>
<td>Arts &amp; Sciences</td>
<td>$1,754.16/pay period 9 mo. equivalent = $42,100</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Ms. Courtney Akvan</td>
<td>Program Director, Instructor, Radiologic Tech</td>
<td>Health Sciences</td>
<td>$2,510.42/pay period 10.5 mo. equivalent = $60,250</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Ms. Janet Collard</td>
<td>Support Specialist – Purchasing</td>
<td>Business Office</td>
<td>$1,000/pay period 12 mo. equivalent = $24,000</td>
<td>August 1, 2021</td>
</tr>
<tr>
<td>Ms. April Morey</td>
<td>Support Specialist – Cashier</td>
<td>Business Office</td>
<td>$940.50/pay period 12 mo. equivalent = $22,372</td>
<td>July 16, 2021</td>
</tr>
<tr>
<td>Mr. Andy Taylor</td>
<td>Esports Coach</td>
<td>Business &amp; Information Technology</td>
<td>$1,482.00/pay period 12 mo. equivalent = $35,568</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Mr. Cody McCoy</td>
<td>Assistant Men’s Basketball Coach</td>
<td>Student Services</td>
<td>$8,125.00/pay period 12 mo. equivalent = $19,500. Plus, a $12,500 Stipend for Quad Housing Supervisor</td>
<td>August 16, 2021</td>
</tr>
<tr>
<td>Mr. Jason Robbins</td>
<td>Coordinator of Verification and Accounts</td>
<td>Financial Aid</td>
<td>$1,209.21/pay period 12 mo. equivalent = $29,021</td>
<td>August 16, 2021</td>
</tr>
<tr>
<td>Ms. Jenna Cruz</td>
<td>Project Coach-Early Childhood</td>
<td>Arts &amp; Sciences</td>
<td>$1,994.16/pay period 12 mo. equivalent = $47,860</td>
<td>August 16, 2021</td>
</tr>
<tr>
<td>Dr. Matthew Moseley</td>
<td>Biology Instructor</td>
<td>Arts &amp; Sciences</td>
<td>$1,879.16/pay period 9 mo. equivalent = $45,100</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Ms. Cassidi Jacobs</td>
<td>Mathematics Instructor</td>
<td>Arts &amp; Sciences</td>
<td>$1,583.33/pay period 9 mo. equivalent = $44,600</td>
<td>September 1, 2021</td>
</tr>
</tbody>
</table>
Personnel Agenda cont.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Department</th>
<th>Salary Description</th>
<th>Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Sarah Whitfield</td>
<td>Chemistry Instructor</td>
<td>Arts &amp; Sciences</td>
<td>$1,837.50/pay period 9 mo. equivalent = $44,100</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Ms. Melinda House</td>
<td>Professional Support Assistant - Records &amp; Reports Specialist</td>
<td>Student Services</td>
<td>$1,025.08/pay period 12 mo. equivalent = $24,602</td>
<td>August 16, 2021</td>
</tr>
</tbody>
</table>

5. EXECUTIVE SESSION

The Board of Trustees did not go into Executive Session.

6. BOARD COMMITTEE REPORTS & ACTION ITEMS
   A. Investment/Finance/Audit Committee - Jon Rowe, Chair
      1. ACTION ITEM: To consider adoption of the Fiscal Year 2022 budget

Jon Rowe made the motion to adopt the Fiscal Year 2022 budget. Because the motion came from a committee a second was not required. The motion passed unanimously.

Fiscal Year 2022 Budget on next page
# Fiscal Year 2022 Budget

**Kilgore College**  
**Recommended Budget for Fiscal Year 2022**  
**September 1, 2021 to August 31, 2022**  
**Revenues and Expenses from Operations**

<table>
<thead>
<tr>
<th></th>
<th>FY 2019 Budget</th>
<th>FY 2020 Budget</th>
<th>FY 2021 Budget</th>
<th>FY 2022 Recommended</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Credit Tuition</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-District Tuition</td>
<td>$1,260,630</td>
<td>$1,397,055</td>
<td>$1,314,135</td>
<td>$1,452,465</td>
<td>$138,330</td>
</tr>
<tr>
<td>Out of District Tuition</td>
<td>$2,941,470</td>
<td>$3,261,195</td>
<td>$3,066,315</td>
<td>$3,389,085</td>
<td>$322,770</td>
</tr>
<tr>
<td>Out of State Tuition (Texas Non-Resident)</td>
<td>$330,126</td>
<td>$348,466</td>
<td>$342,475</td>
<td>$378,525</td>
<td>$36,050</td>
</tr>
<tr>
<td>Early Admission/Dual Credit</td>
<td>$1,062,958</td>
<td>$1,095,518</td>
<td>$753,882</td>
<td>$833,238</td>
<td>$79,356</td>
</tr>
<tr>
<td><strong>Total Credit Tuition:</strong></td>
<td>$5,595,184</td>
<td>$6,102,864</td>
<td>$5,476,807</td>
<td>$6,053,313</td>
<td>$576,506</td>
</tr>
<tr>
<td><strong>Course and Special Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Education Fee</td>
<td>$3,031,874</td>
<td>$3,231,888</td>
<td>$3,199,125</td>
<td>$3,535,875</td>
<td>$336,750</td>
</tr>
<tr>
<td>Out of District Fee</td>
<td>$4,684,758</td>
<td>$4,684,758</td>
<td>$4,833,220</td>
<td>$5,341,980</td>
<td>$508,760</td>
</tr>
<tr>
<td>Course Fees</td>
<td>$1,405,755</td>
<td>$1,695,582</td>
<td>$1,564,110</td>
<td>$2,205,721</td>
<td>$641,611</td>
</tr>
<tr>
<td>All Other Fees</td>
<td>$650,000</td>
<td>$574,391</td>
<td>$681,822</td>
<td>$1,043,237</td>
<td>$361,415</td>
</tr>
<tr>
<td><strong>Total Course and Special Fees:</strong></td>
<td>$9,772,387</td>
<td>$10,186,629</td>
<td>$9,242,271</td>
<td>$12,126,814</td>
<td>$1,848,537</td>
</tr>
<tr>
<td><strong>State Appropriations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Appropriations - Formula Funding</td>
<td>$9,728,706</td>
<td>$9,242,271</td>
<td>$9,242,271</td>
<td>$9,654,903</td>
<td>$412,632</td>
</tr>
<tr>
<td>State Appropriations - Higher Education Group Insurance (HEGI)</td>
<td>$2,325,101</td>
<td>$2,346,677</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>State Appropriations - Teacher Retirement System TRS/ORP</td>
<td>$540,000</td>
<td>$965,838</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total State Appropriations:</strong></td>
<td>$12,593,807</td>
<td>$12,554,786</td>
<td>$9,242,271</td>
<td>$9,654,903</td>
<td>$412,632</td>
</tr>
<tr>
<td><strong>District Ad-Valorem Property Taxes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Revenues</td>
<td>$6,469,657</td>
<td>$6,809,812</td>
<td>$6,702,258</td>
<td>$6,508,163</td>
<td>$(194,095)</td>
</tr>
<tr>
<td>Delinquent Tax Collections</td>
<td>$135,000</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Ad-Valorem Tax Collections:</strong></td>
<td>$6,604,657</td>
<td>$6,959,812</td>
<td>$6,852,258</td>
<td>$6,658,163</td>
<td>$(194,095)</td>
</tr>
<tr>
<td><strong>Other Revenue from Operations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indirect Cost Recovery (from grants/contracts)</td>
<td>$45,564</td>
<td>$45,564</td>
<td>$33,000</td>
<td>$33,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Interest/Investment Income</td>
<td>$50,000</td>
<td>$100,000</td>
<td>$225,000</td>
<td>$225,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Continuing Education</td>
<td>$1,086,000</td>
<td>$1,400,775</td>
<td>$1,400,775</td>
<td>$1,460,775</td>
<td>$60,000</td>
</tr>
<tr>
<td>$15,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Revenue from Operations</td>
<td>$662,630</td>
<td>$602,200</td>
<td>$414,405</td>
<td>$408,655</td>
<td>$(5,750)</td>
</tr>
<tr>
<td>KC Plant Fund Reserves for Capital Improvements</td>
<td></td>
<td></td>
<td></td>
<td>$425,000</td>
<td></td>
</tr>
<tr>
<td>KC Revenue Reserves</td>
<td></td>
<td></td>
<td>$1,428,603</td>
<td>-</td>
<td>$1,428,603</td>
</tr>
<tr>
<td><strong>Total Other Revenue from Operations:</strong></td>
<td>$1,659,194</td>
<td>$2,148,539</td>
<td>$3,501,783</td>
<td>$2,552,430</td>
<td>$(949,353)</td>
</tr>
<tr>
<td><strong>Total Operating Revenues:</strong></td>
<td>$36,425,229</td>
<td>$37,952,630</td>
<td>$35,351,396</td>
<td>$37,045,622</td>
<td>$1,694,226</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries &amp; Wages</td>
<td>$17,280,201</td>
<td>$18,591,124</td>
<td>$18,029,982</td>
<td>$17,938,569</td>
<td>$(91,413)</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$6,326,301</td>
<td>$6,262,181</td>
<td>$2,410,570</td>
<td>$2,244,976</td>
<td>$(165,594)</td>
</tr>
<tr>
<td>Other Operating Expenses</td>
<td>$12,032,721</td>
<td>$12,874,325</td>
<td>$14,752,480</td>
<td>$14,796,723</td>
<td>$(4,243)</td>
</tr>
<tr>
<td>Capital Budget</td>
<td>$1,669,161</td>
<td>$1,669,161</td>
<td>$1,669,161</td>
<td>$1,669,161</td>
<td>$0</td>
</tr>
<tr>
<td>Employee Raise</td>
<td>$462,575</td>
<td>$225,000</td>
<td>$489,030</td>
<td>$489,030</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Operating Expenses:</strong></td>
<td>$36,101,798</td>
<td>$37,552,630</td>
<td>$35,193,032</td>
<td>$37,038,459</td>
<td>$1,845,427</td>
</tr>
<tr>
<td>Auxiliary Revenues Over/(Under) Expenses</td>
<td></td>
<td></td>
<td></td>
<td>$158,364</td>
<td>$(7,163)</td>
</tr>
<tr>
<td>Net Impact on Unrestricted Funds (Operating &amp; Auxiliary)</td>
<td></td>
<td></td>
<td></td>
<td>$323,431</td>
<td>$0</td>
</tr>
</tbody>
</table>
### Fiscal Year Budget 2022 cont.

<table>
<thead>
<tr>
<th>Kilgore College</th>
<th>Recommended Budget for Fiscal Year 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2021 to August 31, 2022</td>
<td></td>
</tr>
<tr>
<td>Revenues and Expenses from Auxiliary Enterprises</td>
<td></td>
</tr>
</tbody>
</table>

#### Auxiliary Services Revenues

<table>
<thead>
<tr>
<th></th>
<th>FY 2019 Budget</th>
<th>FY 2020 Budget</th>
<th>FY 2021 Budget</th>
<th>FY 2022 Recommended</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Housing</td>
<td>$2,816,156</td>
<td>$2,865,075</td>
<td>$2,304,128</td>
<td>$2,408,156</td>
<td>$104,028</td>
</tr>
<tr>
<td>Bookstore</td>
<td>$3,268,850</td>
<td>$3,268,850</td>
<td>$3,117,500</td>
<td>$2,892,500</td>
<td>$(225,000)</td>
</tr>
<tr>
<td>Rangerette Showcase</td>
<td>$70,000</td>
<td>$70,000</td>
<td>$70,000</td>
<td>$70,000</td>
<td>-</td>
</tr>
<tr>
<td>Parks Fitness Center</td>
<td>$169,500</td>
<td>$170,500</td>
<td>$63,500</td>
<td>$63,500</td>
<td>-</td>
</tr>
<tr>
<td>East Texas Oil Museum</td>
<td>$174,500</td>
<td>$174,500</td>
<td>$120,150</td>
<td>$155,150</td>
<td>$35,000</td>
</tr>
<tr>
<td>Theater</td>
<td>$20,000</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$30,000</td>
<td>-</td>
</tr>
<tr>
<td>Printshop</td>
<td>$327,000</td>
<td>$327,000</td>
<td>$327,000</td>
<td>$327,000</td>
<td>-</td>
</tr>
<tr>
<td>Athletics</td>
<td>$275,000</td>
<td>$275,000</td>
<td>$32,500</td>
<td>$32,500</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total Auxiliary Services Revenues:** $7,121,066 | $7,180,925 | $6,064,778 | $5,978,806 | $(85,972) |

#### Auxiliary Services Expenses

<table>
<thead>
<tr>
<th></th>
<th>FY 2019 Budget</th>
<th>FY 2020 Budget</th>
<th>FY 2021 Budget</th>
<th>FY 2022 Recommended</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Housing</td>
<td>$2,122,473</td>
<td>$1,727,149</td>
<td>$1,525,041</td>
<td>$1,592,524</td>
<td>$67,483</td>
</tr>
<tr>
<td>Bookstore</td>
<td>$2,928,893</td>
<td>$2,861,908</td>
<td>$2,628,290</td>
<td>$2,330,176</td>
<td>$(298,114)</td>
</tr>
<tr>
<td>Rangerette Showcase</td>
<td>$57,873</td>
<td>$40,438</td>
<td>$37,121</td>
<td>$40,621</td>
<td>$3,500</td>
</tr>
<tr>
<td>Parks Fitness Center</td>
<td>$220,217</td>
<td>$207,655</td>
<td>$106,666</td>
<td>$106,666</td>
<td>-</td>
</tr>
<tr>
<td>East Texas Oil Museum</td>
<td>$292,868</td>
<td>$153,634</td>
<td>$141,612</td>
<td>$154,945</td>
<td>$13,333</td>
</tr>
<tr>
<td>Theater</td>
<td>$20,000</td>
<td>$18,000</td>
<td>$18,000</td>
<td>$30,000</td>
<td>$12,000</td>
</tr>
<tr>
<td>Printshop</td>
<td>$308,200</td>
<td>$314,133</td>
<td>$304,405</td>
<td>$245,249</td>
<td>$(59,156)</td>
</tr>
<tr>
<td>Athletics</td>
<td>$1,477,218</td>
<td>$1,633,172</td>
<td>$1,462,007</td>
<td>$1,485,788</td>
<td>$23,781</td>
</tr>
<tr>
<td>Employee Raise</td>
<td>$16,695</td>
<td>$224,836</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total Auxiliary Services Expenses:** $7,444,437 | $7,180,925 | $6,223,142 | $5,985,969 | $(237,173) |

#### Net Profit/(Loss) from Auxiliary Services

$323,431 | - | $(158,364) | $(7,163) | $151,201 |

#### Pact on Unrestricted Funds (Operating & Auxiliary)

$- | $- | $- | $- | - |
### Fiscal Year Budget 2022 cont.

<table>
<thead>
<tr>
<th></th>
<th>FY 2019 Budget</th>
<th>FY 2020 Budget</th>
<th>FY 2021 Budget</th>
<th>FY 2022 Recommended</th>
<th>Increase / Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Student Housing Revenues</strong></td>
<td>$2,816,156</td>
<td>$2,865,075</td>
<td>$2,304,128</td>
<td>$2,408,156</td>
<td>$104,028</td>
</tr>
<tr>
<td><strong>Student Housing Expenses</strong></td>
<td>$2,122,473</td>
<td>$1,727,149</td>
<td>$1,525,041</td>
<td>$1,592,524</td>
<td>$67,483</td>
</tr>
<tr>
<td><strong>Net Student Housing Activity</strong></td>
<td>$693,683</td>
<td>$1,137,926</td>
<td>$779,087</td>
<td>$815,632</td>
<td>$36,545</td>
</tr>
<tr>
<td><strong>Bookstore Revenues</strong></td>
<td>$3,268,850</td>
<td>$3,268,850</td>
<td>$3,117,500</td>
<td>$2,892,500</td>
<td>$(225,000)</td>
</tr>
<tr>
<td><strong>Bookstore Expenses</strong></td>
<td>$2,928,893</td>
<td>$2,861,908</td>
<td>$2,628,290</td>
<td>$2,330,176</td>
<td>$(258,114)</td>
</tr>
<tr>
<td><strong>Net Bookstore Activity</strong></td>
<td>$339,957</td>
<td>$406,942</td>
<td>$489,210</td>
<td>$562,324</td>
<td>$73,114</td>
</tr>
<tr>
<td><strong>Rangerette Showcase Revenues</strong></td>
<td>$70,000</td>
<td>$70,000</td>
<td>$70,000</td>
<td>$70,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Rangerette Showcase Expenses</strong></td>
<td>$57,873</td>
<td>$40,438</td>
<td>$37,121</td>
<td>$40,621</td>
<td>$3,500</td>
</tr>
<tr>
<td><strong>Net Rangerette Showcase Activity</strong></td>
<td>$12,127</td>
<td>$29,562</td>
<td>$32,879</td>
<td>$29,379</td>
<td>$(50,500)</td>
</tr>
<tr>
<td><strong>Parks Fitness Center Revenues</strong></td>
<td>$169,500</td>
<td>$170,500</td>
<td>$63,500</td>
<td>$63,500</td>
<td>-</td>
</tr>
<tr>
<td><strong>Parks Fitness Center Expenses</strong></td>
<td>$220,217</td>
<td>$207,655</td>
<td>$106,666</td>
<td>$106,666</td>
<td>-</td>
</tr>
<tr>
<td><strong>Net Parks Fitness Center Activity</strong></td>
<td>$(50,717)</td>
<td>$(37,155)</td>
<td>$(43,166)</td>
<td>$(43,166)</td>
<td>-</td>
</tr>
<tr>
<td><strong>East Texas Oil Museum Revenues</strong></td>
<td>$174,500</td>
<td>$174,500</td>
<td>$120,150</td>
<td>$155,150</td>
<td>$35,000</td>
</tr>
<tr>
<td><strong>East Texas Oil Museum Expenses</strong></td>
<td>$292,668</td>
<td>$153,634</td>
<td>$141,612</td>
<td>$154,945</td>
<td>$13,333</td>
</tr>
<tr>
<td><strong>Net East Texas Oil Museum Activity</strong></td>
<td>$(118,168)</td>
<td>$20,866</td>
<td>$(21,462)</td>
<td>$205</td>
<td>$21,667</td>
</tr>
<tr>
<td><strong>Theater Revenues</strong></td>
<td>$20,000</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$30,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Theater Expenses</strong></td>
<td>$20,000</td>
<td>$18,000</td>
<td>$18,000</td>
<td>$30,000</td>
<td>$12,000</td>
</tr>
<tr>
<td><strong>Net Theater Activity</strong></td>
<td>-</td>
<td>$12,000</td>
<td>$12,000</td>
<td>-</td>
<td>$(12,000)</td>
</tr>
<tr>
<td><strong>Printshop Revenues</strong></td>
<td>$327,000</td>
<td>$327,000</td>
<td>$327,000</td>
<td>$327,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Printshop Expenses</strong></td>
<td>$308,200</td>
<td>$314,133</td>
<td>$304,405</td>
<td>$245,249</td>
<td>$(59,156)</td>
</tr>
<tr>
<td><strong>Net Printshop Activity</strong></td>
<td>$18,800</td>
<td>$12,867</td>
<td>$22,595</td>
<td>$81,751</td>
<td>$59,156</td>
</tr>
<tr>
<td><strong>Athletics Revenues</strong></td>
<td>$275,000</td>
<td>$275,000</td>
<td>$32,500</td>
<td>$32,500</td>
<td>-</td>
</tr>
<tr>
<td><strong>KC Plant Fund Reserves for Capital Improvements</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Athletics Expenses</strong></td>
<td>$1,477,218</td>
<td>$1,633,172</td>
<td>$1,462,007</td>
<td>$1,485,788</td>
<td>$23,781</td>
</tr>
<tr>
<td><strong>Net Athletics Activity</strong></td>
<td>$(1,202,218)</td>
<td>$(1,358,172)</td>
<td>$(1,429,507)</td>
<td>$(1,453,288)</td>
<td>$(23,781)</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td>$16,695</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td><strong>Net Other Auxiliary Departments Activity</strong></td>
<td>$(16,695)</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Net Auxiliary Services Activity</strong></td>
<td>$(323,431)</td>
<td>$224,836</td>
<td>$(158,364)</td>
<td>$(7,163)</td>
<td>$151,201</td>
</tr>
</tbody>
</table>

Fiscal Year 2022 Budget cont. on next page
## Kilgore College

**Recommended Budget for Fiscal Year 2022**  
**September 1, 2021 to August 31, 2022**  
**Preliminary Capital Budget**

<table>
<thead>
<tr>
<th>Facilities Condition Assessment  Level 1 &amp; 1A</th>
<th>$ 850,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exit lighting, alarm systems, egress lighting, sprinkler systems... Repair/Replacement: roofing, sidewalks, hardscape, gutters, HVAC... <em>(includes the $425,000 capital funds + KC Plant Reserves)</em></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Instructional Capital</th>
<th>$ 408,641</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microscopes, machinery, trainer &amp; learning systems, vehicles</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Information Technology</th>
<th>$ 410,520</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refresh of labs, computers, hardware...</td>
<td></td>
</tr>
</tbody>
</table>

**Total Capital Investment Funded from Operating & Plant** $1,669,161
Fiscal Year 2022 Budget cont.

HB 1495 Requirements – Lobbying Expenditures

House Bill 1495 from the 86th Texas Legislature added a requirement for proposed budgets prepared by certain political subdivisions. The bill amended Texas Local Government Code section 140.0045 to require that proposed budgets include a line item indicating the amount of expenditures for “directly or indirectly influencing or attempting to influence the outcome of legislation or administrative action, as those terms are defined in Section 305.002, Government Code.” Both line items must allow “as clear a comparison as practicable between those expenditures in the proposed budget and actual expenditures for the same purpose in the preceding year.”

Institutional Memberships

<table>
<thead>
<tr>
<th>Membership</th>
<th>Annual Dues</th>
<th>% of dues devoted</th>
<th>$ amount devoted</th>
<th>Prior Year $ amount devoted</th>
</tr>
</thead>
<tbody>
<tr>
<td>TACC</td>
<td>$ 21,589.00</td>
<td>23.10%</td>
<td>$ 4,987.06</td>
<td>$ 5,224.54</td>
</tr>
<tr>
<td>TASB, Inc.</td>
<td>$ 500.00</td>
<td>15.00%</td>
<td>$ 75.00</td>
<td>$ 87.00</td>
</tr>
<tr>
<td>TCCTA</td>
<td>$ 350.00</td>
<td>1.70%</td>
<td>$ 5.95</td>
<td>$ 5.95</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$ 5,068.01</strong></td>
<td></td>
<td><strong>$ 5,317.49</strong></td>
<td></td>
</tr>
</tbody>
</table>

2. ACTION ITEM: To consider and set the tax rate for tax year 2021 (FY2022 budget)

Jon Rowe made the motion to set the tax rate for the tax year 2021 at 17.5 cents, which is below the No New Revenue Tax Rate of 18.247 cents. Because the motion came from a committee a second was not required. The motion passed unanimously.
### Kilgore College
#### Estimated Tax Revenue at Various Rates
##### Fiscal Year 2022

**Certified Tax Base:** $3,814,307,694

**Collection Rate:** 97.50%

#### Estimated Revenues

<table>
<thead>
<tr>
<th>Tax Rate per $100</th>
<th>Estimated Revenue</th>
<th>Revenue Change from Current Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current &amp; Recommended</td>
<td>$0.17500</td>
<td>$6,508,163</td>
</tr>
<tr>
<td>No New Revenue</td>
<td>$0.18247</td>
<td>$6,785,968</td>
</tr>
<tr>
<td>Voter Approval</td>
<td>$0.19816</td>
<td>$7,369,471</td>
</tr>
</tbody>
</table>

This amount is an estimated projection of revenues; the amount currently in the FY2022 recommended budget is $6,508,163 based on a tax rate of $0.1750 per $100.

#### Certified Values by County

<table>
<thead>
<tr>
<th>County</th>
<th>Current</th>
<th>Prior Year</th>
<th>Change from PY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gregg</td>
<td>$2,446,353,869</td>
<td>$2,567,652,923</td>
<td>$(121,299,054)</td>
</tr>
<tr>
<td>Rusk</td>
<td>$1,031,589,321</td>
<td>$1,019,890,455</td>
<td>$11,698,866</td>
</tr>
<tr>
<td>Upshur</td>
<td>$188,863,239</td>
<td>$199,618,954</td>
<td>$(10,755,715)</td>
</tr>
<tr>
<td>Smith</td>
<td>$147,501,265</td>
<td>$140,900,964</td>
<td>$6,600,301</td>
</tr>
<tr>
<td>Total Certified</td>
<td>$3,814,307,694</td>
<td>$3,928,063,296</td>
<td>$(113,755,602)</td>
</tr>
</tbody>
</table>

The tax base decreased 2.9%.
Each 1/2 cent change in tax rate is equivalent to $185,948 in collected tax revenue.

---

3. **ACTION ITEM:** To consider a TexPool resolution amending authorized representatives

Jon Rowe made the motion to approve the TexPool Resolution form as presented. Because the motion came from a committee a second was not required. The motion passed unanimously.

TexPool Resolution on next page
### TexPool Resolution

#### Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. This document supersedes all prior Authorized Representative forms.

* Required Fields

<table>
<thead>
<tr>
<th>Resolution</th>
</tr>
</thead>
</table>

WHEREAS,

Kilgore Junior College District

Participant Name:  

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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 transmit funds for investment in TexPool / Texpool Prime and are each further authorized 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 assigned job duties that no longer require access to the Participant's TexPool / Texpool Prime account or (2) is no longer employed by the Participant, and

C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant.

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

1. **Brenda Keys**
   - **President - Kilgore College**
   - Name: 9039838100
   - Phone: 9039838100
   - Fax: 9039838100
   - Email: bkays@kilgore.edu
   - Signature: [Signature]

2. **Terry Hanson**
   - **VP of Administrative Services/GFO**
   - Name: 9039884915
   - Phone: 9039884915
   - Fax: 9039884915
   - Email: thanson@kilgore.edu
   - Signature: [Signature]

3. **Kristina Hamilton**
   - **Accountant**
   - Name: 9039838136
   - Phone: 9039838136
   - Fax: 9039838136
   - Email: khamilton@kilgore.edu
   - Signature: [Signature]

Form Continues on Next Page

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TexPool Resolution cont. on next page

August 9, 2021 Minutes
1. Resolution (continued):

   Darby Cockrell
   Name: 903-983-3763
   Title: Accountant
   Email: dcоккrell@tigrope.edu
   Email: dcockrell@kilgore.edu
   Fax: 903-983-8113

   List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement:
   Terry Hanson
   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:
   Kristina Hamilton
   Name: 903-983-8113
   Title: Accountant
   Email: khamilton@tigrope.edu
   Email: khamilton@tigrope.edu
   Fax: 903-983-8160

   D. 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/special meeting held on the ___ day of ___.

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

   KILGORE JUNIOR COLLEGE DISTRICT
   Name of Participant:
   Signed: JOE CARRINGTON
   Title: BOARD PRESIDENT
   ATTEST: LON FORD
   Title: BOARD SECRETARY

2. Mailing Instructions

   The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:
   TexPool Participant Services
   1001 Texas Avenue, Suite 1150
   Houston, TX 77002
4. ACTION ITEM: To consider a recommendation to engage an external auditor and authorize the College President to execute same
Presenter: Mr. Terry Hanson

Jon Rowe made the motion that the Board grant the College President the authority to enter into a contract with JRBT, an audit firm that responded to RFP 2020 BO-012 Financial Audit Services. Janice Bagley seconded the motion. The motion passed unanimously.

External Auditor Recommendation

Recommendation for the selection of Jaynes, Reitmeier, Boyd & Therrell, P.C. as Kilgore College’s Annual Financial Audit Services for the fiscal year beginning September 1, 2020 and ending August 31, 2021, with the option of four one-year extensions.

Background

Kilgore College’s (KC) Office of Procurement Services issued a request for proposals (RFP) for annual financial audit services. Two public accounting firms responded to the request. Those proposers included: Jaynes, Reitmeier, Boyd & Therrell, P.C. (JRBT), and Wilf & Henderson, P.C. (Wilf).

RFP Review

A four-member review team evaluated the proposals (Terry Hanson, Delinda Spencer, Kristina Hamilton, and Darby Cockrell). All proposal reviews were based upon the following published criteria: vendor qualifications, extent the services meet the college’s needs, quality of the services, and reasonable cost of services. A summary of these criteria follows:

Vendor Qualifications (maximum 35 points) – Experience auditing Texas colleges, Texas community colleges, and government entities. Experience auditing entities with Jenzabar financial software. Qualifications of audit team including education and experience.

Services Meet College’s Needs (maximum 25 points) – Size and structure of the firm, comprehensiveness of the audit work plan, realistic time estimates of each major segment of the workplan, and the number of hours for each staff level.

Quality of Vendor’s Services (maximum of 20 points) – General direction and supervision to be exercised by the firm’s management team.

Reasonable Costs of Services (maximum 20 points) – Reasonableness of the costs of service for the work to be performed.

Review team ratings of the responses:

<table>
<thead>
<tr>
<th>Evaluator</th>
<th>JRBT</th>
<th>Wilf</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluator 1</td>
<td>85</td>
<td>76</td>
</tr>
<tr>
<td>Evaluator 2</td>
<td>78</td>
<td>67</td>
</tr>
<tr>
<td>Evaluator 3</td>
<td>70</td>
<td>74</td>
</tr>
<tr>
<td>Evaluator 4</td>
<td>75</td>
<td>69</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>308</strong></td>
<td><strong>286</strong></td>
</tr>
</tbody>
</table>
5. INFORMATION ITEM: Financial Update

Jon Rowe was available to answer any questions.

B. Policy & Personnel Committee - Lon Ford, Chair
   1. ACTION ITEM: To consider approval of the 2021-2024 Strategic Plan for Kilgore College

Lon Ford made the motion that the Board approve the 2021-2024 Strategic Plan for Kilgore College as presented. Because the motion came from a committee a second was not required. The motion passed unanimously.

Strategic Plan

Kilgore College's strategic plan is built on the foundation of data analysis and strategic use of data. This foundation helps us to meet our mission by further enhancing student access and success, strengthening partnerships, and better meeting the needs of our service area.

I. Improve and Expand Student Access

Strategic Goal 1A: By August 2024, improve and expand service area ISD access.
   1. Outcome 1A.1: By August 2022 and ongoing, work with the Texas Virtual Academy at Hallsville (TVAH) to expand academic transfer dual credit opportunities and develop career and technical education dual credit options.
      Assessment Method: Increase in course offerings available through TVAH
      Assigned to: President, Vice President of Instruction, Instructional Deans, Distance Learning Specialist and Title III Grant Activity Director

   2. Outcome 1A.2: By August 2022, develop a systematic annual plan for exposing K-12 students to the College through camps, tours, employer career days, participation in service area events, and distribution of promotional materials.
      Assessment Method: Establishment of a systematic schedule of the above activities
      Assigned to: President, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Instruction, Vice President of Student Services and Athletic Director, Instructional Deans, Dean of Enrollment Management and Student Success

   3. Outcome 1A.3: By August 2024, embed success coaches at service-area high schools utilizing best practices and return on investment analyses gleaned from the rootEd and T.L.L. Temple Foundation grant programs.
      Assessment Method: Employment of embedded success coaches
      Assigned to: President, Vice President of Student Services and Athletic Director, Vice President of Administrative Services and CFO, Vice President of Organizational Effectiveness and Excellence

Strategic Plan cont. on next page
4. Outcome 1A.4: By August 2022, develop a mechanism to provide intentional advising knowledge and practices to dual credit students by providing dual credit professional development events for high school counselors.
   
   **Assessment Method:** Establishment of a systematic schedule of the above activities
   
   **Assigned to:** President, Vice President of Student Services and Athletic Director, Vice President of Instruction, Dean of Enrollment Management and Student Success

**Strategic Goal 1B: By August 2024, improve and expand opportunities for service area connections.**

1. Outcome 1B.1: By August 2022 and ongoing, create additional continuing education on-ramps in credit courses and streamline processes to convert non-credit to credit
   
   **Assessment Method:** Increase in "mirror" course offerings and stackable credential pathways
   
   **Assigned to:** President, Vice President of Instruction, Instructional Deans

2. Outcome 1B.2: By August 2022 and ongoing through 2024, create additional level-1 certificates to provide on-ramps to credentials of value through short-term training.
   
   **Assessment Method:** Increase in level-1 certificates
   
   **Assigned to:** President, Vice President of Instruction, Instructional Deans

3. Outcome 1B.3: By January 2022, expand internal and external communication, advertising, and marketing to include additional face-to-face recruiting events, a consistent KC presence in service area communities, and strategic marketing efforts.
   
   **Assessment Method:** Establishment of a systematic schedule of the above activities
   
   **Assigned to:** President, Executive Vice President of Internal Collaboration and Strategic initiatives, Vice President of Student Services and Athletic Director, Dean of Enrollment Management and Student Success, Director of Marketing

4. Outcome 1B.4: By January 2022, create and implement an enrollment management plan with measurable goals.
   
   **Assessment Method:** Establishment of an enrollment management plan with measurable goals and scheduled activities.
   
   **Assigned to:** President, Executive Vice President of Internal Collaboration and Strategic initiatives, Vice President of Student Services and Athletic Director, Dean of Enrollment Management and Student Success, Director of Marketing

**Strategic Goal 1C: By August 2023, improve and expand user-friendly access to student services for all students.**

1. Outcome 1C.1: By August 2022, expand access to student services through the launch of a chatbot, extended hours of operation, and the strengthening and expanding of remote service opportunities.
   
   **Assessment Method:** Operational chatbot, extended hours, and additional remote service opportunities
   
   **Assigned to:** President, Executive Vice President of Internal Collaboration and Strategic initiatives, Vice President of Student Services and Athletic Director, Vice President of Administrative Services and CFO, Dean of Enrollment Management and Student Success, Director of Information Technology, Distance Learning Specialist and Title III Grant Activity Director
2. Outcome 1C.2: By August 2023, improve financial aid services by implementing an unmet needs assessment process and proactively marketing the award of undistributed scholarship dollars.

   Assessment Method: Establishment of an unmet needs assessment and scholarship distribution process
   Assigned to: President, Vice President of Student Services and Athletic Director, Dean of Enrollment Management and Student Success, Director of Financial Aid

3. Outcome 1C.3: By January 2023, provide additional automated services within the Business Office.

   Assessment Method: Establishment of additional services
   Assigned to: President, Vice President of Administrative Services and CFO

II. Improve and Escalate Student Success

   Strategic Goal 2A: By August 2023, enhance student success through more affordable and accessible course resources.

   1. Outcome 2A.1: By August 2023, establish Open Educational Resources (OER) options for all online degree options.

      Assessment Method: Documentation of OER options for all courses in online degrees.
      Assigned to: President, Vice President of Instruction, Instructional Deans, Faculty

   Strategic Goal 2B: By August 2022, enhance student success through early alert mechanisms and communication tools.

   1. Outcome 2B.1: By August 2022, re-launch the early alert system to effectively identify and follow up with students who are struggling, to include entry of mid-term grades.

      Assessment Method: Documented early alert system processes
      Assigned to: President, Vice President of Instruction, Director of Instructional Student Support, Distance Learning Specialist and Title III Grant Activity Director, Instructional Deans, Faculty, Embedded Advisors

   2. Outcome 2B.1: By January 2022, create a student success syllabus that includes services, resources, and other important information.

      Assessment Method: Distribution of student success syllabus
      Assigned to: President, Vice President of Instruction, Instructional Deans, Director of Instructional Student Support, Distance Learning Specialist and Title III Grant Activity Director, Student Success Council

   Strategic Goal 2C: By August 2022, enhance student success through incorporation of various instructional modalities.

   1. Outcome 2C.1: By August 2022, institutionalize the hyflex instructional modality to provide flexible course access.

      Assessment Method: Hyflex courses listed in course schedule
      Assigned to: President, Vice President of Instruction, Instructional Deans, Executive Vice President of Internal Collaboration and Strategic Initiatives, Distance Learning Specialist and Title III Grant Activity Director, Director of Information Technology
Strategic Plan cont.

Strategic Goal 2D: By August 2022, enhance student success through contact and communication.
1. Outcome 2D.1: By August 2022, establish a text messaging application for institution-wide communications and targeted nudges for students.
   Assessment Method: Active use of text messaging application
   Assigned to: President, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Student Services and Athletic Director, Vice President of Instruction, Dean of Enrollment Management and Student Success, Director of Marketing, Distance Learning Specialist and Title III Grant Activity Director, Director of Information Technology

2. Outcome 2D.2: By August 2024, establish a call center to facilitate responsiveness to student services needs.
   Assessment Method: Existence of call information center
   Assigned to: President, Vice President of Student Services and Athletic Director, Dean of Enrollment Management and Student Success, Director of Information Technology

3. Outcome 2D.3: By January 2022, establish a yearly schedule of administration listening forums as a mechanism to hear student voices.
   Assessment Method: Establishment of a systematic schedule of listening forums.
   Assigned to: President, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Student Services and Athletic Director, Vice President of Instruction, Vice President of Organizational Effectiveness and Excellence, Vice President of Administrative Services and CFO

Strategic Goal 2E: By January 2023, enhance student success through technical support and adequate course equipment and software.
1. Outcome 2E.1: By January 2023, establish help desk to facilitate responsiveness to student tech support needs.
   Assessment Method: Existence of help desk
   Assigned to: President, Director of Information Technology

2. Outcome 2E.2: By January 2022, conduct an assessment of equipment and software utilized in instruction and student support services and develop a replacement/update and cascade schedule.
   Assessment Method: Documentation of assessment and replacement/update schedule.
   Assigned to: President, Vice President of Instruction, Vice President of Student Services and Athletic Director, Vice President of Administrative Services and CFO, Instructional Deans, Director of Information Technology, Dean of Enrollment Management and Student Success

Strategic Goal 2F: By August 2023, enhance student success through expansion of high-demand course offerings.
1. Outcome 2F.1: By August 2023, as warranted, expand offerings of high demand courses.
   Assessment Method: Conduct gap analysis to determine the level of expansion for offering high-demand courses in key programs.
   Assigned to: President, Vice President of Instruction, Vice President of Organizational Effectiveness and Excellence, Instructional Deans

2. Outcome 2F.2: By August 2023, expand online summer course offerings.
   Assessment Method: Increase in online summer courses
   Assigned to: President, Vice President of Instruction, Instructional Deans
Strategic Goal 2G: By August 2022, enhance student success through long-term course schedule development.
1. Outcome 2G.1: By August 2022, develop a two-year course schedule to aid students in long-term planning for completion of educational pathways.
   
   Assessment Method: Establishment of a two-year course schedule.
   Assigned to: President, Vice President of Instruction, Dean of Enrollment Management and Student Success, Instructional Deans, Department Chairs, Faculty

Strategic Goal 2H: By August 2024, enhance student success through employment of a benefits navigator.
1. Outcome 2H.1: By August 2024, employ a benefits navigator to provide help to students in obtaining assistance with food insecurity, housing, childcare, utility bills, car repair, etc.
   
   Assessment Method: Employment of a benefits navigator
   Assigned to: President, Vice President of Student Services and Athletic Director, Vice President of Administrative Services and CFO, Director of Instructional Student Support

Strategic Goal 2I: By August 2023, enhance student success through mandatory EDUC 1300-Learning Frameworks course.
1. Outcome 2I.1: By Fall Semester 2023 (August 2023), require each first-time-in-college student to take EDUC 1300-Learning Framework in their first semester of enrollment.
   
   Assessment Method: Adequate sections of EDUC 1300 to accommodate all FTIC students.
   Assigned to: Assigned to: President, Vice President of Instruction, Vice President of Organizational Effectiveness and Excellence, Instructional Deans, Department Chairs, Faculty

III. Expand into New and/or Strengthen Existing Markets, Programs, and Partnerships to Further KC’s Ability to Meet the Needs of its Service Area

Strategic Goal 3A: By August 2023, expand markets.
1. Outcome 3A.1: By August 2022, integrate Adult Education and Literacy students into the campus community by providing college email addresses, IDs, and access to activities.
   
   Assessment Method: Establishment of a process for integration of AEL students
   Assigned to: President, Vice President of Instruction, Vice President of Student Services and Athletic Director, Dean of Arts and Sciences, Director of Adult Education and Literacy, Director of ERP Systems Innovation and Development

2. Outcome 3A.2: By August 2022, develop a suite of course offerings designed to fit the needs of working adults and processes for evaluation of prior learning experiences to facilitate timely completion of a degree.
   
   Assessment Method: Existence of course offerings and prior learning evaluation for working adults
   Assigned to: President, Vice President of Instruction, Instructional Deans

3. Outcome 3A.3: By January 2022, design and implement an outreach plan to re-enroll those who stopped out before earning a credential.
   
   Assessment Method: Existence and implementation of outreach plan
   Assigned to: President, Vice President of Instruction, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Student Services and Athletic Director, Dean of Enrollment Management and Student Success, Director of Marketing

Strategic Plan cont. on next page
4. Outcome 3A.4: By August 2023, expand continuing education course offerings for those professions requiring continuing education units (CEUs).
   **Assessment Method:** Increase in CEU course offerings
   **Assigned to:** President, Vice President of Instruction, Vice President of Administrative Services and CFO, Instructional Deans, CF Specialsts

5. Outcome 3A.5: By August 2023, become eligible for Title V Hispanic-Serving Institution status through strategic outreach to the Hispanic community.
   **Assessment Method:** Enrollment of at least 25% full-time equivalent Hispanic students
   **Assigned to:** President, Executive Vice President of Internal Collaboration and Strategic initiatives, Vice President of Student Services and Athletic Director, Dean of Enrollment Management and Student Success, Vice President of Organizational Effectiveness and Excellence, Director of Marketing

6. Outcome 3A.6: By August 2022, develop a plan for expansion opportunities in Gladewater.
   **Assessment Method:** Establishment of an expansion plan
   **Assigned to:** President, Executive Vice President of Internal Collaboration and Strategic initiatives, Vice President of Instruction, Vice President of Administrative Services and CFO, Vice President of Organizational Effectiveness and Excellence

7. Outcome 3A.7: By August 2022, develop a plan for expansion opportunities in Henderson.
   **Assessment Method:** Establishment of an expansion plan
   **Assigned to:** President, Executive Vice President of Internal Collaboration and Strategic initiatives, Vice President of Instruction, Vice President of Administrative Services and CFO, Vice President of Organizational Effectiveness and Excellence, Instructional Deans

8. Outcome 3A.8: By August 2022, develop a plan for expansion opportunities in Gilmer.
   **Assessment Method:** Establishment of an expansion plan
   **Assigned to:** President, Executive Vice President of Internal Collaboration and Strategic initiatives, Vice President of Instruction, Vice President of Administrative Services and CFO, Vice President of Organizational Effectiveness and Excellence, Instructional Deans

9. Outcome 3A.9: By August 2023, research and identify a convenient path to completion of baccalaureate degrees in nursing, computer information technology, and applied arts and sciences through either a KC credential or through a partner institution.
   **Assessment Method:** Evidence of baccalaureate degree completion options
   **Assigned to:** President, Vice President of Instruction, Vice President of Administrative Services and CFO, Vice President of Organizational Effectiveness and Excellence, Instructional Deans

**Strategic Goal 3B:** By August 2024, expand program offerings.

1. Outcome 3B.1: By August 2024, launch at least one new program or partnership related to economic development activities or new industries in the College’s service area.
   **Assessment Method:** Launch of new program
   **Assigned to:** President, Vice President of Instruction, Vice President of Administrative Services and CFO, Vice President of Organizational Effectiveness and Excellence, Instructional Deans
2. Outcome 3B.2: By August 2023, compile a demand occupation list and evaluate all existing programs to determine if they produce a credential of value.
   Assessment Method: Completion of list and evaluation
   Assigned to: President, Vice President of Instruction, Vice President of Organizational Effectiveness and Excellence, Instructional Deans

Strategic Goal 3C: By August 2022, expand partnerships.
1. Outcome 3C.1: By August 2022, establish relationships with key personnel at transfer partner institutions.
   Assessment Method: Establish a schedule of contacts with transfer partners
   Assigned to: President, Vice President of Instruction, Vice President of Student Services and Athletic Director, Instructional Deans, Dean of Enrollment Management and Student Success

2. Outcome 3C.2: By August 2024, increase the number of university courses (Jr/Sr) offered to KC students.
   Assessment Method: Increase access to university course offerings
   Assigned to: President, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Instruction, Instructional Deans

3. Outcome 3C.3: By August 2024, establish an Early College High School with Kilgore ISD.
   Assessment Method: Establishment of ECHS
   Assigned to: President, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Student Services and Athletic Director, Vice President of Instruction, Instructional Deans

4. Outcome 3C.4: By August 2022, establish a lease agreement with Kilgore ISD for use of R.E. St John Stadium.
   Assessment Method: Signed lease agreement
   Assigned to: President, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Student Services and Athletic Director, Vice President of Administrative Services and CFO

5. Outcome 3C.5: By August 2022, establish apprenticeship opportunities with local business and industry.
   Assessment Method: Existence of apprenticeship opportunities
   Assigned to: President, Vice President of Instruction, Instructional Deans

IV. Enhance Existing and Develop New Organizational Assets to Further KC’s Ability to Meet the Needs of its Service Area

Strategic Goal 4A: By August 2024, enhance human resource assets.
1. Outcome 4A.1: By August 2022, conduct a formal salary study.
   Assessment Method: Completion of salary study
   Assigned to: President, Vice President of Organizational Effectiveness and Excellence, Director of Human Resources

Strategic Plan cont. on next page
2. Outcome 4A.2: By January 2022, examine and strengthen the hiring and onboarding process for new employees.
   
   Assessment Method: Increase in satisfaction on New Employee Survey
   Assigned to: President, Vice President of Organizational Effectiveness and Excellence, Director of Human Resources

3. Outcome 4A.3: By August 2022, develop policies and procedures governing remote work opportunities and environments.
   
   Assessment Method: Completion of policies and procedures
   Assigned to: President, Vice President of Organizational Effectiveness and Excellence, Director of Human Resources

4. Outcome 4A.4: By August 2022, enhance student success through professional development on high impact practices and incorporate those practices into the learning environment.
   
   Assessment Method: Calendar of professional development activities and evidence of learning environment implementation
   Assigned to: President, Vice President of Instruction, Instructional Deans, Teaching and Learning Specialist

5. Outcome 4A.5: By August 2023, establish a President’s Leadership Academy to grow and foster leaders/leadership potential.
   
   Assessment Method: Establishment of Academy and enrollment of first cadre
   Assigned to: President, Vice President of Organizational Effectiveness and Excellence

6. Outcome 4A.6: By August 2023, complete conversion to Texas Association of School Boards (TASB) policies, devise administrative rules for implementation of those policies, and establish an ongoing process for adoption of new/revised policies.
   
   Assessment Method: Completion of conversion and establish future adoption process
   Assigned to: President, Vice President of Organizational Effectiveness and Excellence

7. Outcome 4A.7: By January 2022, establish Human Resource department protocols to guide retiring employees.
   
   Assessment Method: Survey retiring employees to determine level of satisfaction with Human Resources guided process
   Assigned to: President, Vice President of Organizational Effectiveness and Excellence, Director of Human Resources

Strategic Goal 4B: By August 2024, improve physical and virtual plant resource assets.

1. Outcome 4B.1: By January 2022, develop and implement a capital budget process.
   
   Assessment Method: Implementation of capital budget process
   Assigned to: President, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Administrative Services and CFO

2. Outcome 4B.2: By January 2022, develop a plan for addressing the deferred maintenance needs identified on the Facilities Condition Assessment.
   
   Assessment Method: Existence of plan
   Assigned to: President, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Administrative Services and CFO, Director of Environmental Safety, Construction, and Facilities
3. Outcome 4B.3: By August 2022, develop a plan to address the refurbishment of Stark Hall.
   Assessment Method: Existence of plan
   Assigned to: President, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Administrative Services and CFO, Vice President of Student Services and Athletic Director, Director of Environmental Safety, Construction, and Facilities

4. Outcome 4B.4: By August 2022, develop a plan for construction of a new residence hall facility.
   Assessment Method: Existence of plan
   Assigned to: President, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Administrative Services and CFO, Vice President of Student Services and Athletic Director, Director of Environmental Safety, Construction, and Facilities

5. Outcome 4B.5: By August 2024, resolve/have in progress/complete all existing facilities projects to include McKinstry Energy Management, pedestrian bridge, Health Sciences Education Center, and renovation of W. L. Dodson Auditorium
   Assessment Method: Resolution/completion of projects
   Assigned to: President, Executive Vice President of Internal Collaboration and Strategic Initiatives

Strategic Goal 4C: By August 2022, enhance working capital resource assets.

1. Outcome 4C.1: By August 2022, develop a 5-year revenue/expense forecast based on analysis of trend data.
   Assessment Method: Existence of forecast
   Assigned to: President, Vice President of Administrative Services and CFO

2. Outcome 4C.2: For FY22 and moving forward, dedicate enhanced innovation fund dollars to support implementation of new innovative and entrepreneurial organization-wide priorities.
   Assessment Method: Distribution of innovation fund dollars for aforementioned purposes
   Assigned to: President, Vice President of Administrative Services and CFO

3. Outcome 4C.3: By August 2022 and ongoing, develop and enunciate an entrepreneurial college mindset.
   Assessment Method: Evidence of entrepreneurial activities
   Assigned to: President, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Student Services and Athletic Director, Vice President of Administrative Services and CFO, Vice President of Instruction, Vice President of Organizational Effectiveness and Excellence

4. Outcome 4C.4: By August 2023, strengthen financial position of auxiliary enterprises through entrepreneurial activities.
   Assessment Method: Financial statements indicating the enterprise’s ability to cover all auxiliary expense and contribute to operating revenues of Kilgore College
   Assigned to: President, Vice President of Administrative Services and CFO, Vice President of Student Services and Athletic Director
Strategic Plan cont.

Strategic Goal 4D: By August 2022, enhance cultural knowledge resource assets.
1. Outcome 4D.1: By January 2022, establish a speaker series focused on diversity, equity, and inclusion (DEI).
   
   **Assessment Method:** Calendar of speakers
   **Assigned to:** President, Vice President of Student Services and Athletic Director, Vice President of Organizational Effectiveness and Excellence, Director of Human Resources, DEI Committee

2. Outcome 4D.2: By August 2022, implement DEI education and professional development for faculty and staff.
   
   **Assessment Method:** Schedule of education and professional development events
   **Assigned to:** President, Vice President of Organizational Effectiveness and Excellence, Director of Human Resources, DEI Committee

3. Outcome 4D.3: By August 2022, launch marketing strategies designed to resonate with students of color and populations of students who are underrepresented and underserved.
   
   **Assessment Method:** Evidence of active marketing plan and strategies
   **Assigned to:** President, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Organizational Effectiveness and Excellence, Director of Marketing, DEI Committee

4. Outcome 4D.4: By August 2024, integrate the culture of DEI throughout the institution with a focus on evolving from equity talk to equity walk.
   
   **Assessment Method:** Student and employee surveys
   **Assigned to:** President, Executive Vice President of Internal Collaboration and Strategic Initiatives, Vice President of Student Services and Athletic Director, Vice President of Administrative Services and CFO, Vice President of Instruction, Vice President of Organizational Effectiveness and Excellence, DEI Committee

C. Property & Facilities Committee - Josh Edmonson, Chair

1. ACTION ITEM: To consider the approval of an Interlocal Governmental Lease Agreement between East Texas Council of Governments and Kilgore College to lease a portion of college property, located at 209 S. Center Street, Longview, Texas, and authorize the College President to finalize and execute same.

   Josh Edmonson made the motion to approve the Interlocal Government Lease Agreement between East Texas Council of Governments and Kilgore College and authorize the College President to finalize and execute same. Because the motion came from a committee a second was not required. The motion passed unanimously.

Interlocal Governmental Lease Agreement on next page
DRAFT

INTERLOCAL GOVERNMENTAL
LEASE AGREEMENT BETWEEN
EAST TEXAS COUNCIL OF GOVERNMENTS
AND KILGORE COLLEGE

WITNESSETH:

This INTERLOCAL GOVERNMENTAL LEASE AGREEMENT ("Lease Agreement") is made and entered into by and between KILGORE COLLEGE, referred to in the Lease as "Landlord", and, EAST TEXAS COUNCIL OF GOVERNMENTS (ETCOG), a Texas Regional Planning Commission, referred to as "Tenant". In consideration of the mutual covenants and agreements set forth in ATTACHMENT A - COMMERCIAL LEASE and all exhibits and addendums to Attachment A, which are incorporated herein fully as part of this Lease Agreement, and other good and valuable consideration, Landlord leases to Tenant, and Tenant leases from Landlord, the property situated at 209 S. Center St, Longview, Texas and being more particularly described in ATTACHMENT A attached hereto and made a part hereof for all purposes, upon the terms, covenants and conditions hereinafter contained, which comprise approximately 11,891 square feet of space, located on the first floor. Landlord and Tenant agree the lease price is below fair market value for like commercial property in the city of Longview.

WHEREAS, ETCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, "ETCOG" is the administrative entity for Federal and Texas Workforce Commission programs operated in "One Stop" facilities in East Texas and the City of Longview and desires to rent space for the delivery of services to participants in those programs; and

WHEREAS, "COLLEGE" has acquired property located at 209 S. Center St, Longview, Texas, and desires that such property shall be used for the provision of governmental services; and

WHEREAS, "ETCOG" has determined that such property possesses numerous advantages for delivery of "ONE STOP" program services including below market cost, convenient access for participants, disability access, and ample parking including handicapped parking;

NOW, THEREFORE BE IT RESOLVED, that "ETCOG" AND "COLLEGE", do hereby agree to the terms, conditions and general provisions set forth in ATTACHMENT A - COMMERCIAL LEASE.

TENANT:  
EAST TEXAS COUNCIL OF GOVERNMENTS

LANDLORD:  
KILGORE COLLEGE

BY: David A. Cleveland, Executive Director

BY: Brenda Kays, President

Interlocal Governmental Lease Agreement cont. on next page
Interlocal Governmental Lease Agreement cont.

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<td>12.</td>
<td>Access By Landlord</td>
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<td>13.</td>
<td>Move-In Condition</td>
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<td>14.</td>
<td>Move-Out Condition</td>
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<td>15.</td>
<td>Maintenance and Repairs</td>
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<td>16.</td>
<td>A. Cleaning</td>
<td>7</td>
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<td>17.</td>
<td>B. Conditions Caused by a Party</td>
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<td>18.</td>
<td>C. Repair &amp; Maintenance Responsibility</td>
<td>8</td>
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<td>19.</td>
<td>D. Repair Personnel</td>
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<td>20.</td>
<td>E. HVAC Service Contract</td>
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<td>21.</td>
<td>F. Common Areas</td>
<td>9</td>
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<td>22.</td>
<td>G. Notice of Repairs</td>
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<td>23.</td>
<td>H. Failure to Repair</td>
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<td>25.</td>
<td>Removal of Property &amp; Lockout</td>
<td>10</td>
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<td>26.</td>
<td>Holdover</td>
<td>10</td>
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<td>27.</td>
<td>Landlord's Lien &amp; Security Interest</td>
<td>11</td>
<td></td>
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</tbody>
</table>

Addenda & Exhibits (check all that apply):

- Exhibit 1 - Building Layout
- Exhibit 2 - Addendum to Lease
- Exhibit 3 - Commercial Lease Addendum for Expense Reimbursement (TXR2-102)
- Exhibit 4 - Commercial Lease Addendum for Extension Option (TXR2-103)
- Exhibit 5 - Commercial Lease Addendum for Percentage Rent (TXR2-104)
- Commercial Lease Addendum for Parking (TXR2-105)
- Commercial Lease Addendum for Percentage Rent (TXR2-106)
- Commercial Lease Addendum for Parking (TXR2-107)
- Commercial Lease Addendum for Percentage Rent (TXR2-108)
- Commercial Lease Addendum for Percentage Rent (TXR2-109)
- Commercial Lease Addendum for Right of First Refusal (TXR2-110)
- Commercial Lease Addendum for Optional Space (TXR2-111)
- Commercial Lease Addendum for Construction (TXR2-111)
- Commercial Lease Addendum for Construction (TXR2-112)
- Commercial Lease Addendum for Contingencies (TXR2-113)

Information About Brokerage Services (TXR2-103)

Initialed for Identification by Landlord: [Initials] and Tenant: [Initials]

Page 1 of 14

* ATTACHMENT A

* Texas Association of REALTORS, Inc.

* August 9, 2021 Minutes
Interlocal Governmental Lease Agreement cont.

1. PARTIES: The parties to this lease are:
   Landlord: Kilgore College
   Tenant: East Texas Council of Governments (ETCOG)

2. LEASED PREMISES:
   A. Landlord leases to Tenant the following described real property, known as the "leased premises," along
      with all its improvements (Check only one box):
      ☑️ (1) Multiple-Tenant Property: Suite or Unit Number 1st Floor, containing approximately 11,691
         square feet of rentable area in Kilgore College - Longview (project name)
         at 209 S Center St
         (address) in Longview (city), Gregg (county), Texas, which is legally described on attached Exhibit 1
         Building Layout or as follows:
         First Floor, LTS 14 THRU 16 NCB 137 LONGVIEW ORIGINAL TOWN
         ☐ (2) Single-Tenant Property: The real property containing approximately square feet of
              rentable area at:
              ✗
              ☐
   B. If Paragraph 2A(1) applies:
      (1) "Property" means the building or complex in which the leased premises are located, inclusive of
          any common areas, drives, parking areas, and walks; and
      (2) the parties agree that the rentable area of the leased premises may not equal the actual or usable
          area within the leased premises and may include an allocation of common areas in the Property.
          The rentable area will not be adjusted if re-measured.

3. TERM:
   A. Term: The term of this lease is 36 months and 0 days, commencing on September 1, 2021
      (Commencement Date) and ending on August 31, 2024 (Expiration Date).
   B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date
      because of construction on the leased premises to be completed by Landlord that is not substantially

TXRv2101 4-01-21
Intended for Identification by Landlord: _____, _____, and Tenant: _____, _____

August 9, 2021 Minutes
complete or a prior tenant’s holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant’s holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit ______ or as follows:

<table>
<thead>
<tr>
<th>Dates</th>
<th>Rate per rentable square foot (optional)</th>
<th>Base Monthly Rent S</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 09/01/2021 to 08/31/2024</td>
<td>$11.00 s f / month</td>
<td>$10,900.00</td>
</tr>
</tbody>
</table>

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply):

- (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (3) Commercial Lease Addendum for Parking (TXR-2107)
- (4) __________

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month’s Rent: The first full monthly rent is due on or before ______.

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Kgore College
Address: 1100 Broadway
Kgore, TX 75662

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any
check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant’s failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due. Tenant will pay Landlord a [late charge equal] to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord’s acceptance of a late charge does not waive Landlord’s right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay $30.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay $zero to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant’s forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property and ad valorem taxes assessed against the leased premises. However, if real property and ad valorem taxes are assessed due to this Lease Agreement on the Leased Premises, Tenant will pay same. Tenant is responsible for taxes on any personal property kept at the Leased Premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

<table>
<thead>
<tr>
<th>(1) Water</th>
<th>(2) Sewer</th>
<th>(3) Electric</th>
<th>(4) Gas</th>
<th>(5) Telephone</th>
<th>(6) Internet</th>
<th>(7) Cable</th>
<th>(8) Trash</th>
<th>(9)</th>
<th>(10) All other utilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Landlord</td>
<td>Tenant</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord’s prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay...

[Signatures and dates]
and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. Notice: Tenant should determine all necessary utilities are available to the leased premises and are adequate for Tenant’s intended use.

D. After-Hours HVAC Charges: “HVAC services” means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

- (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property’s operating hours specified under Paragraph 9C.
- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant’s request, provide HVAC services to the leased premises during other hours for an additional charge of $ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord’s invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord’s procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant’s expense, maintain in full force and effect from an insurer authorized to operate in Texas:

- (1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)
  - (a) $1,000,000; or
  - (b) $2,000,000.

- (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

- (3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- (2) exercise Landlord’s remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property, and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord’s insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant’s use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately.
9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other. subletting the premises to governmental or non-profit organizations formed or otherwise organized to promote employment, education, health & human services or carry out the functions of the Workforce Innovation & Opportunity Act & TWC, & directly related governmental operation. However, Tenant may not sublet to any other post-secondary educational institution, or any secondary educational institution for the purpose of dual credit education.

B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.

C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): 8:00 AM - 5:00 PM, Mon-Fri. Hours may deviate or be changed to facilitate community needs.

10. LEGAL COMPLIANCE:

A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
   (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
   (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
   (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
   (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
   (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
   (6) the permanent or temporary storage of any hazardous material; or
   (7) any purpose that conflicts with or competes with the educational purpose and mission of Landlord in Landlord's sole discretion.

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable regulations, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized signs or decorations.
12. ACCESS BY LANDLORD:

A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's normal operations when accessing the leased premises.

B. During the last ___30___ days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.

B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.

C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal" wear and tear means deterioration that occurs without negligence, carelessness, accident, or abuse.

D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. This includes all common areas on the first floor of the Property/Leased Premises. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic
emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. **Repairs of Conditions Caused by a Party:** Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party’s guests, patrons, invitees, contractors or permitted subtenants. If a repair is done by Tenant, Tenant must ensure repairs are coordinated through Landlord.

C. **Repair and Maintenance Responsibility:** Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

<table>
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<tr>
<th>Item</th>
<th>N/A</th>
<th>Landlord</th>
<th>Tenant</th>
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<tbody>
<tr>
<td>(1) Foundation, exterior walls, roof, and other structural components</td>
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<td>(2) Glass and windows</td>
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<td>(3) Fire protection equipment</td>
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<td>(4) Fire sprinkler systems</td>
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<td>(5) Exterior &amp; overhead doors, including closure devices, molding, locks, and hardware</td>
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<td>(6) Grounds maintenance, including landscaping and irrigation systems</td>
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<td>(7) Interior doors, including closure devices, frames, molding, locks, and hardware</td>
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<td>(8) Parking areas and walks</td>
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<tr>
<td>(9) Plumbing systems, drainage systems and sump pumps</td>
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<td>(10) Electrical systems, mechanical systems</td>
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<td>(11) Ballast and lamp replacement</td>
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<td>(12) Heating, Ventilation and Air Conditioning (HVAC) systems</td>
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<td>(13) HVAC system replacement</td>
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<td>(14) Signs and lighting</td>
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<td>(a) Pylon</td>
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<td>(b) Facia</td>
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<td>(c) Monument</td>
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<td>(d) Door/Entry</td>
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<td>(e) Other</td>
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<tr>
<td>(15) Extermination and pest control, excluding wood destroying insects</td>
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<tr>
<td>(16) Fences and Gates</td>
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<td>(17) Storage yards and storage buildings</td>
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<td>(18) Wood destroying insect treatment and repairs</td>
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<td>(19) Cranes and related systems</td>
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<td>(21)</td>
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<tr>
<td>(22) All other items and systems</td>
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</tbody>
</table>

D. **Repair Persons:** Repairs must be completed by trained, qualified, and insured repair persons.
E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 16C(12), Tenant is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord’s remedies under Paragraph 20.

F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. However, Tenant is responsible for maintaining any common areas on the first floor Leased Premises (other than the elevators). Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person’s right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.

G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord’s responsibility to repair. All requests for repairs to Landlord must be in writing.

H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: 1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or 2) exercise Landlord’s remedies under Paragraph 20.

16. ALTERATIONS:

A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.

B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.

C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.

D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: 1) pay the lien and have the lien released of record and provide documentation to Landlord of same release, or 2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant’s employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:
A. An act, omission, or neglect of Tenant, Tenant's agent, Tenant's guest, Tenant's employees, Tenant's patrons, Tenant's invitees, any other tenant on the Property, or any third party, or

B. Fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke and strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: To the extent allowed by law, each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees. Notwithstanding the foregoing, Landlord does not, in any way, waive its entitlement to immunity by agreeing to this provision.

20. DEFAULT:

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's noncompliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:

1) any lost rent;

2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;

3) repairs to the leased premises for use beyond normal wear and tear;

4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;

5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;

6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;

7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;

8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property, and

9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to:

(a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and

(d) "lockout" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease, Tenant will

Initialed for Identification by Landlord: ____________, and Tenant: ____________

Interlocal Governmental Lease Agreement cont. on next page

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Indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 105% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELATIONSHIP:

☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable sublease/packet moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.

☐ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
   (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
   (2) all advances made under any such lien, encumbrance, or ground lease;
   (3) the interest, payable on any such lien or encumbrance;
   (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
   (5) any restrictive covenants affecting the leased premises or the Property; and
   (6) the rights of any owners' association affecting the leased premises or Property.

B. Tenant must, on demand, execute a subordination, attornment, and nondisturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lienholder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

Interlocal Governmental Lease Agreement cont. on next page

August 9, 2021 Minutes
B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.

B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.

C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.

D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are usable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES AND VENUE: Any person who is a prevailing party in a legal proceeding brought under or related to the transaction described in this lease is entitled to recover reasonable attorney's fees, and court costs from the nonprevailing party. Any legal proceeding brought under or related to this Lease Agreement shall be brought in Gregg County, Texas.

31. REPRESENTATIONS:

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defects on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the
Interlocal Governmental Lease Agreement cont.

209 S Center St
Commercial Leasing-assessor: Longview, TX 75601

health or safety of an ordinary person, except:

G. Each party to this Lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) it is not arranging or facilitating this Lease or any transaction related to this Lease for a Specially Designated and Blocked Person. Any party or any signatory to this Lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this Lease are:

Principal Broker:                            Cooperating Broker: Vanus Properties, Inc.
Agent:                   Agent: Stewart Garrett
Address:                  Address: PO Box 8198
Phone & Fax:          Tyler, TX 75711
Email: Stewartgarrett@vanesproperties.com
License No: 5408920

Principal Broker: (Check only one box)
☐ represents Landlord only,
☐ represents Tenant only,
☐ is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

☐ (1) Principal Broker’s fee will be paid according to: (Check only one box),
☐ (a) a separate written commission agreement between Principal Broker and:
☐ Landlord ☐ Tenant,
☐ (b) the attached Commercial Lease Addendum for Broker’s Fee (TXR-2102),
☐ (2) Cooperating Broker’s fee will be paid according to: (Check only one box),
☐ (a) a separate written commission agreement between Cooperating Broker and:
☐ Principal Broker ☐ Landlord ☐ Tenant,
☐ Landlord shall pay no fees to any broker.
☐ (b) the attached Commercial Lease Addendum for Broker’s Fee (TXR-2102),

33. ADDENDA: Incorporated into this Lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord’s Rules and Regulations are made part of this Lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this Lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: Kilgore College
Address: 1160 Broadway, Kilgore, TX 75662  Attn: Terry A. Hanson

(TXR-2101) 4/15/14  [Redacted for identification by Landlord: _______ and Tenant: _______]

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Interlocal Governmental Lease Agreement cont.

35. SPECIAL PROVISIONS:

22. Holdover: Rent for any holdover period will be 110% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily or in advance without notice or demand.

36. AGREEMENT OF PARTIES:

A. Entire Agreement: This lease and all of its attachments and exhibits contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refusal to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.

E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.

F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory [en, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
Interlocal Governmental Lease Agreement cont.

G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from materials interference.

H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, pandemic, government order, government shut-down, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.

I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services, READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Kilgore College

By: ____________________________

By (signature): ____________________________
Printed Name: ____________________________
Title: ____________________________
Date: ____________________________

Tenant: East Texas Council of Governments (ETCOG)

By: ____________________________

By (signature): ____________________________
Printed Name: ____________________________
Title: Executive Director
Date: ____________________________

(TEXAS2101)

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EXHIBIT 2

ADDENDUM TO LEASE:

Landlord — Kilgore College
Tenant — East Texas Council of Governments (ETCOG)

A. RENOVATIONS the following renovations, if completed, shall be paid for by Tenant but are not required by Lease:

- Improve lighting in training rooms/offices (i.e. — changing out fixtures or replacing bulbs with LED lighting)
- Wraps / Paint
  - Wraps across front window
  - Zoom / Employer Room
  - Lobby
  - Youth Room
- Workforce Solutions signage on outside near the top area of building. However, all signage must be pre-approved by Landlord and cannot be vinyl. Tenant is responsible for sign permits.
- Rolle shade/sunscreens on front windows
- Awning repair on north side of building

All renovations set forth herein shall remain the property of the Landlord at all times and upon termination of the Lease, other than signs and wraps which must be removed upon Lease termination. Any damage to the Leased Premises, caused by the renovations or removal hereunder shall be paid for by Tenant.

B. INFORMATION TECHNOLOGY (IT) the following, if completed, shall be paid for by Tenant but are not required by Lease:

- Tenant to install ethernet cable drops for:
  - Resource and Testing rooms
  - Staff desk room
  - Copier and postage machine room
- Tenant to install lockable IT rack in computer closet (basement)
- Tenant to install dedicated internet circuit through Conterra for exclusive use by Tenant
- Tenant to work with Kilgore College IT department to coordinate installation of equipment and connect to existing cable drops to Leased areas
Additional ethernet cable drops installed by Tenant must use a color not used by Landlord and have matching color on jacks. All IT installations set forth herein shall remain the property of Landlord at all times and after termination of the Lease.

C. PARKING and SECURITY

- Entire front entrance parking (other than ADA accessible/handicap spaces) to be reserved for Tenant and Tenant will provide and install appropriate reserved signage at its sole cost and will remove same upon termination of the Lease. No handicap designated spaces will be reserved for Tenant.
- Tenant to install keycard access control locks on the external front/back doors and other internal doors throughout any Leased area. Timers will be set to unlock the external doors during business hours. Tenant shall provide access control card(s) to Landlord.
- Tenant to install Security Cameras/System to be located external to building and internally throughout Leased area
- Tenant will contract a Security Guard to be on duty 8 hours per day, 5 days per week
- Tenant will ensure Leased Premises and entrances/parking to Leased Premises meets TWC ADA requirements and make any necessary adjustments or renovations to the Leased Premises and/or its entrance/parking at its sole cost. Any renovations or modifications shall be pre-approved by Landlord

All Tenant installed signage, Access Control and Cameras must be removed upon Lease termination. If any damages to the Leased Premises or Property is done by such removal, Tenant is solely responsible for same. Tenant must provide access for Kilgore College Police Department "KCPD", maintenance and janitorial service after hours. Tenant grants an irrevocable right to KCPD to review Security Camera recordings to investigate any incidents and agrees to retain such footage upon request by KCPD. Security/Cameras may not interfere with existing security/fire alarm systems.)

Landlord: Kilgore College

By (signature): __________________________

Printed Name: __________________________

Title: __________________________

Tenant: East Texas Council of Governments (ETCOG)
By (signature): ____________________________

Printed Name: David A. Cleveland

Title: Executive Director
COMMERCIAL LEASE ADDENDUM FOR EXPENSE REIMBURSEMENT

ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 209 S Center St, Longview, TX 75601

In addition to rent stated in the lease, Tenant will pay Landlord the additional rent described in this addendum. Tenant will pay the additional rent each month at the time the base-monthly rent in the lease is due.

A. Definitions:

1. "Tenant's pro rata share" is 42.874%.

2. "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related to the Property's operations); CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.

3. "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.

4. "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

5. "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, and bearing walls and other structural components of the Property.

B. Method: The additional rent will be calculated under the following method:

Note: "CAM" does not include taxes and insurance costs.

☐ (1) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year $ for: ☐ taxes; ☐ insurance; ☐ CAM, ☐ structural; and ☐ .

☐ (2) Expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed $ per square foot per year for: ☐ taxes; ☐ insurance; ☐ CAM, ☐ structural; and ☐ .

☒ (3) Nat: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: ☐ taxes; ☐ insurance; ☐ CAM, ☐ structural; and ☒ utilities: electric, water, sewer, gas and trash.

C. Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this addendum) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.
Expense Reimbursement Addendum concerning 208 S. Center St., Loneview, TX 75661

Notice: The applicable projected expenses at the time which the above-referenced lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 27,735 rentable square feet (including any add on factor for common areas).

<table>
<thead>
<tr>
<th>Projected Expenses</th>
<th>$ Monthly Rate</th>
<th>$ Annual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>/ sf / month</td>
<td>/ sf / year</td>
</tr>
</tbody>
</table>

D. Reconciliation: Within a reasonable time after the end of each calendar year, Landlord will notify Tenant of the estimated costs of the applicable expenses (those that Tenant is to pay under this addendum) for the previous year. If the estimated costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year or, with respect to the first year only, the amount paid by Landlord for the prior year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the estimated costs of the applicable expenses are less than the amounts paid by Tenant for the previous year or, with respect to the first year only, the amount paid by Landlord for the prior year, the amount paid by Landlord for the prior year Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment. Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this addendum. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this addendum, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice. For purposes of this paragraph, "estimated" shall mean Landlord's closest estimate of costs based on the historic usage for the Property and the increase in such usage over the prior calendar year.

E. Special Provisions:
Landlord will invoice Tenant each month for prorated utilities expense mentioned in Section B (3). Invoice due upon receipt by Tenant. Landlord should itemize invoice showing each utility.

Landlord: Kilroy Colgate

By: ____________________________
By (signature):
Printed Name: ____________________________
Title: ____________________________

Tenant: East Texas Council of Governments (ETCOG)

By: ____________________________
By (signature):
Printed Name: ____________________________
Title: ____________________________

(TXH-2-103) 1-26-10

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A. At Tenant's option, Tenant may extend the term of above-referenced lease for 2 additional term(s) of 12 months each. The first additional term commences upon the expiration of the term stated in the lease and any subsequent additional term commences upon the expiration of the then applicable extended term.

B. Tenant may exercise Tenant's option(s) to extend under Paragraph A only by providing written notice to Landlord at least 90 days before the end of the then current term of the lease.

C. Tenant may not exercise Tenant's option(s) to extend under Paragraph A if the lease is terminated before Tenant exercises its option to extend or Tenant is in breach of the lease at the time Tenant exercises its option to extend.

D. During the additional term(s), all provisions of the lease will continue as in effect immediately before the extension(s) commences except the base monthly rent during the additional term(s) will be:

(Check (1), (2) or (3) only.)

<table>
<thead>
<tr>
<th>Dates</th>
<th>Rate per rentable square foot (optional)</th>
<th>Base Monthly Rent $</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
<td>$ Monthly Rate</td>
</tr>
<tr>
<td>09/01/2024</td>
<td>08/31/2025</td>
<td>$11.00/yr</td>
</tr>
<tr>
<td>09/01/2025</td>
<td>08/31/2026</td>
<td>$11.00/yr</td>
</tr>
</tbody>
</table>

☐ (2) adjusted to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items", issued by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment will be determined by multiplying the base monthly rent for the last month of the lease by the following fraction: (i) the numerator will be the published index number for January in the year the additional term commences; and (ii) the denominator will be the published index number for January in the year in which the original lease term commences.

☐ (3) the prevailing rental rate on the 45th day before the additional term commences for premises of comparable size, quality, condition, improvements, utility, location, and length of term for tenant's of similar credit standing as Tenant.

E. If Paragraph D(3) applies and the parties do not agree on the amount of the prevailing rental rate for the additional term before the 30th day before the additional term commences, each party will employ a state-certified appraisal and deliver the appraiser's written opinion of the prevailing rental rate to the other party.

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party not later than the 15th day before the additional term commences. If the appraisers’ opinions do not vary by more than 10%, the prevailing rental rate will be the average of the two opinions. If the appraisers’ opinions vary by more than 10%, the appraisers will jointly select a third appraiser whose fees will be shared equally by the parties. If a third appraiser is engaged, the prevailing rental rate will be the average of the two opinions that are closest in amount. If either party fails to employ or timely deliver an appraiser’s opinion as required by this paragraph, the opinion rendered by the appraiser employed by the other party will determine the prevailing rental rate.

F. Special Provisions.
COMMERCIAL LEASE ADDENDUM FOR CONTINGENCIES

ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING

THE LEASED PREMISES AT 209 S Center St, Longview, TX 75601

The lease may be terminated by Tenant upon notice to Landlord prior to the expiration of the applicable contingency period if the contingencies indicated below are not fulfilled. In the event of such termination, Landlord will return the security deposit and any prepaid rent to Tenant.

☐ A. Lender Subordination Agreement
   
   (1) The lender subordination agreement contingency expires on: ______________________ .
   
   (2) Tenant may terminate the lease in the event Landlord fails to obtain a subordination, non-disturbance, and attornment agreement (SDNA) on terms reasonably acceptable to Tenant from the holder of any existing mortgage, deed of trust or other lien. Tenant will sign the SDNA to evidence the subordinate position of the lease and Tenant’s agreement to act as such holder.

☐ B. Occupancy Certificate
   
   (1) The Occupancy Certificate contingency expires on: ______________________ .
   
   (2) Tenant may terminate the lease in the event a certificate of occupancy or similar certificate is not obtained and such certificate is required by a governmental agency prior to occupancy or operation in the leased premises by Tenant. If Tenant is responsible for obtaining the certificate, this paragraph will only be applicable if Tenant has used diligent, good faith, commercially reasonable efforts to obtain the certificate.

☐ C. Permits and Licenses
   
   (1) The permits and licenses contingency expires on: ______________________ .
   
   (2) Tenant may terminate the lease in the event Tenant is unable, after using diligent, good faith, commercially reasonable efforts to obtain all governmental issued licenses, permits and approvals for the operation of Tenant’s business in the leased premises.

☐ D. Sign Permits
   
   (1) The sign permit contingency expires on: ______________________ .
   
   (2) Tenant may terminate the lease in the event Tenant is unable, after using diligent, good faith, commercially reasonable efforts to obtain all governmental issued licenses, permits and approvals for the operation of Tenant’s business in the leased premises.

☐ E. Title Review
   
   (1) The title review contingency expires on: ______________________ .
(2) Tenant, at Tenant's expense may obtain a title insurance commitment and a survey of the leased premises. Tenant may terminate the lease in the event the title insurance commitment or the survey discloses any matters that constitute a defect or encumbrance to title, or other matters that would limit Tenant's use of the leased premises, and Landlord fails to satisfy such items 10 days prior to the expiration of the title review contingency period.

F. Other

The following is for the duration of the Lease and all extensions of the Lease:

**East Texas Council of Governments (ETCOG) FUNDING OUT CLAUSE**

Landlord acknowledges and agrees that Tenant is a governmental entity and therefore, Tenant's obligations under this lease shall be contingent upon the receipt of sufficient funding from the Texas Workforce Commission (TWC) and, will also be subject to any changes in legislation, regulations, or policies promulgated by the federal funding sources, the U.S. Department of Labor, Department of Health and Human Services, and U.S. Department of Agriculture, or the Texas Workforce Commission (TWC). Tenant agrees that in the event of loss of funding or budgetary matters that may affect Tenant's continued occupancy that Tenant shall give Landlord reasonable notice but not less than sixty (60) days notice of its inability to continue the occupancy of leased premises.

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Landlord: Kilgore College

By: ________________________________

By (signature): ________________________________

Printed Name: ________________________________

Title: ________________________________

Tenant: East Texas Council of Governments (ETCOG)

By: ________________________________

By (signature): ________________________________

Printed Name: David A. Cleveland

Title: Executive Director

[signature]

By: ________________________________

By (signature): ________________________________

Printed Name: ________________________________

Title: ________________________________

(TXR-2119) 425-10
Texas School Safety Audit Report

| Q1 Please choose your level of agreement with each of these statements regarding your Feelings of Safety and Security at Kilgore College. |
|---|---|---|---|---|
| **1. Walking through campus during the day is safe.** | **2. Walking through campus at night is safe.** | **3. There are adequate security measures in place (e.g. call boxes, surveillance cameras, etc) in the lesser populated and or lightly areas.** | **4. All areas of campus have sufficient lighting at night.** | **5. Police and or security are visible on campus.** |
| STRONGLY AGREE | AGREE | NEUTRAL | DISAGREE | STRONGLY DISAGREE | TOTAL |
| 72.8% | 24.7% | 2.9% | 0.1% | 0.0% | 316 |
| 30.5% | 91 | 95 | 104 | 18 | 311 |
| 23.6% | 31.1% | 29.1% | 14.4% | 1.9% | 313 |
| 23.7% | 42.6% | 28.9% | 12.5% | 2.6% | 311 |
| 23.1% | 32.7% | 29.6% | 12.2% | 2.6% | 312 |
| 21.4% | 35.3% | 28.6% | 12.2% | 2.6% | 311 |
| 21.4% | 35.3% | 28.6% | 12.2% | 2.6% | 311 |
| 21.4% | 35.3% | 28.6% | 12.2% | 2.6% | 311 |
| 21.4% | 35.3% | 28.6% | 12.2% | 2.6% | 311 |
| 21.4% | 35.3% | 28.6% | 12.2% | 2.6% | 311 |
| 21.4% | 35.3% | 28.6% | 12.2% | 2.6% | 311 |
| 21.4% | 35.3% | 28.6% | 12.2% | 2.6% | 311 |
| 21.4% | 35.3% | 28.6% | 12.2% | 2.6% | 311 |

Texas School Safety Audit Report cont. on next page
Texas School Safety Audit Report cont.

| Q2 Please choose your level of agreement with each of these statements regarding the Culture of Preparedness at Kilgore College. |
|---|---|---|---|---|---|
| 12. The general procedures established by the college to handle an emergency are made available to students, staff, and faculty. |
| STRONGLY AGREE | AGREE | NEUTRAL | DISAGREE | STRONGLY DISAGREE | TOTAL |
| 36.1% | 46.5% | 12.9% | 4.8% | 1.0% | 288 |
| 104 | 131 | 37 | 13 | 3 |
| 13. Drills are conducted regularly in all buildings on campus. |
| STRONGLY AGREE | AGREE | NEUTRAL | DISAGREE | STRONGLY DISAGREE | TOTAL |
| 16.8% | 15.8% | 34.7% | 23.9% | 8.8% | 285 |
| 48 | 45 | 99 | 68 | 25 |
| 14. The college has adequate resources to assist students, staff, and faculty during an emergency. |
| STRONGLY AGREE | AGREE | NEUTRAL | DISAGREE | STRONGLY DISAGREE | TOTAL |
| 27.3% | 35.7% | 30.9% | 5.6% | 0.7% | 286 |
| 78 | 102 | 88 | 16 | 2 |
| 15. Administrators have the necessary skills to delegate tasks, communicate effectively, and take action, when appropriate, in the event of an emergency. |
| STRONGLY AGREE | AGREE | NEUTRAL | DISAGREE | STRONGLY DISAGREE | TOTAL |
| 34.1% | 37.3% | 22.0% | 5.2% | 1.4% | 287 |
| 98 | 107 | 63 | 15 | 4 |
| 16. The college and first responder agencies (e.g. police departments and fire departments) have relationships that can be utilized to successfully manage an emergency situation. |
| STRONGLY AGREE | AGREE | NEUTRAL | DISAGREE | STRONGLY DISAGREE | TOTAL |
| 46.3% | 38.4% | 14.9% | 1.0% | 0.3% | 289 |
| 131 | 111 | 43 | 3 | 1 |
| 17. The relationships between first responders and the college are disclosed to students, staff, and faculty. |
| STRONGLY AGREE | AGREE | NEUTRAL | DISAGREE | STRONGLY DISAGREE | TOTAL |
| 28.7% | 28.7% | 30.4% | 9.0% | 3.1% | 289 |
| 83 | 83 | 88 | 25 | 9 |
| 18. Local first responders are included during drills and other trainings on campus. |
| STRONGLY AGREE | AGREE | NEUTRAL | DISAGREE | STRONGLY DISAGREE | TOTAL |
| 18.9% | 14.7% | 48.1% | 14.7% | 6.6% | 286 |
| 64 | 42 | 129 | 42 | 19 |
| 19. Information is posted describing or depicting the best evacuation route from the current location. |
| STRONGLY AGREE | AGREE | NEUTRAL | DISAGREE | STRONGLY DISAGREE | TOTAL |
| 37.5% | 39.9% | 17.7% | 4.2% | 0.7% | 288 |
| 108 | 115 | 51 | 12 | 2 |
| 20. There is a reasonable procedure in place that can be used to notify members of the campus during an emergency (e.g. message boards, sirens, and/or other notification devices). |
| STRONGLY AGREE | AGREE | NEUTRAL | DISAGREE | STRONGLY DISAGREE | TOTAL |
| 39.9% | 40.6% | 14.6% | 3.5% | 1.4% | 288 |
| 115 | 117 | 42 | 10 | 4 |
| 21. Overall, the campus is prepared to handle an emergency situation. |
| STRONGLY AGREE | AGREE | NEUTRAL | DISAGREE | STRONGLY DISAGREE | TOTAL |
| 31.8% | 43.3% | 18.3% | 5.9% | 0.7% | 289 |
| 92 | 125 | 53 | 17 | 2 |

Texas School Safety Audit Report cont. on next page
Texas School Safety Audit Report cont.

| Q3 Please choose your level of agreement with each of these statements regarding the Culture of Safety and Security at Kilgore College. |
|---|---|---|---|---|---|---|
| Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree | Total |
| 22. If a student, staff, or faculty member witnessed a crime on campus it is likely they would report it to the police or appropriate school personnel. | 41.6% | 46.5% | 8.6% | 3.2% | 0.4% | 282 |
| 23. If a student, staff, or faculty member witnessed a campus building that was in need of repair it is likely they would alert the appropriate personnel. | 36.5% | 47.5% | 11.3% | 3.9% | 0.7% | 282 |
| 24. The campus is safe, secure, and well maintained. | 34.8% | 42.6% | 17.0% | 3.9% | 1.1% | 282 |
| 25. If given the opportunity, most students, staff, and faculty would give input on topics such as safety, security, and preparedness for the campus. | 35.6% | 45.8% | 14.8% | 2.9% | 0.4% | 282 |
| 26. Most students, staff, and faculty feel they can contact the appropriate personnel to address issues of safety and security. | 38.4% | 45.6% | 13.9% | 1.4% | 0.7% | 281 |
| 27. There is an annual report containing safety and security related policies, as well as crime statistics available to all current students, staff, and faculty. | 30.6% | 34.5% | 30.2% | 4.3% | 0.4% | 281 |
| 28. There is a daily log of alleged criminal activity on campus available to the public. | 17.8% | 16.0% | 53.0% | 10.3% | 2.6% | 281 |
| 29. There are procedures in place that govern how students, staff, and faculty report incidents of crime to college personnel. | 30.4% | 37.9% | 27.5% | 3.9% | 0.4% | 280 |
| 30. The college has made available programs and/or trainings designed to inform students, staff, and faculty about security procedures and crime prevention. | 29.9% | 35.9% | 22.9% | 9.7% | 2.9% | 278 |
At the end of the board meeting Trustee, Larry Woodfin announced his resignation from the Board of Trustees after 22 ½ years of service. He requested to adjourn the meeting one last time. Joe Carrington thanked him for his years of service to Kilgore College.

7. ADJOURNMENT

Larry Woodfin adjourned the meeting at 7:14 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 551.01-551.089 of the Open Meetings Act.

Respectfully submitted,

Nancy Law
Nancy Law, Recording Secretary
Kilgore College Board of Trustees

Joe Carrington
President of the Board

Don Ford
Secretary of the Board