

Minutes of Regular Board Meeting

The Board of Trustees Kilgore College



A Regular Board Meeting of the Board of Trustees of Kilgore College was held on April 8, 2024, beginning at 6:30 PM on the 2nd floor of the McLaurin Administration Building, 895 Ross Ave., Kilgore, TX 75662, with the following members present:

Lon Ford, President
Josh Edmonson, Secretary
Gina DeHoyos
Jon Keller
Travis Martin

Absent: Kelvin Darden, David Castles, Janice Bagley, Jon Rowe

1. CALL TO ORDER

A. Invocation and Pledge of Allegiance

Mr. Lon Ford called the meeting to order at 6:30 pm. Dr. Mike Jenkins said the Invocation and Mr. Lon Ford led the Pledge of Allegiance.

2. PRESENTATIONS

A. Faculty Spotlight: 2023-24 Innovation Grant Award Recipients

- Lori Solley
- Natalie Wade
- Matthew Simpson
- Peter Cunningham

Presenter: Dr. Brenda Kays

B. Faculty Student Success Data Spotlight: IPEDS 150% Graduation Rate Trend – *Appendix A*

Presenter: Dr. Richard Plott

Trustee DeHoyos asked about the disaggregation of Kilgore College vs. our community college peer institutions. Dr. Plott responded that we will not receive that data until summer, but will distribute it as soon as he has it.

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT AGENDA

Presenter: Mr. Lon Ford

A. To consider approving the minutes of the:

- February Regular Board Meeting

B. To consider approval of personnel items submitted as follows: *Appendix B*

- Employee Resignations
 - Employee Retirements
 - Employee Terminations
 - Proposed Change of Employment
 - Offers of Employment
- C. To consider payment of legal fees for:
- February 2024
 - March 2024

Josh Edmonson moved to accept the February minutes as written. Travis Martin seconded the motion. The motion passed unanimously.

5. BOARD COMMITTEE REPORTS & ACTION ITEMS

A. Property & Facilities Committee - Travis Martin, Chair

1. ACTION ITEM: To consider approval by Resolution (R-2024-9) to (1) allow the President to enter into contract negotiations for an energy savings project with Ideal Impact, (2) delegate to the College President the authority to negotiate and finalize any remaining terms related to this same project, and (3) authorize the College President to sign the contract and any other necessary paperwork related to the same project. *Appendix C*

Presenter: Mr. Terry Hanson

Travis Martin moved to approve by Resolution (R-2024-9) to (1) allow the President to enter into contract negotiations for an energy savings project with Ideal Impact, (2) delegate to the College President the authority to negotiate and finalize any remaining terms related to this same project, and (3) authorize the College President to sign the contract and any other necessary paperwork related to the same project. This motion came from Committee and did not require a second. The motion passed unanimously.

2. INFORMATION ITEM: Update on current projects: *Appendix D*

- Health Science Education Center
- KC Transportation Institute/CDL Drive Track
- Demolition of Quads

Presenter: Dr. Mike Jenkins

3. INFORMATION ITEM: Update on the Student Support Building – *Appendix E*

Presenter: Dr. Mike Jenkins

Gina DeHoyos asked if we are concerned that the hot water line break will or has effected any other buildings on campus. Dr. Jenkins answered that Aramark is monitoring all of the buildings closely to verify that no others were/are affected. Administration will come back with a formal recommendation to the Board of Trustees with final outcomes at a future board meeting.

4. INFORMATION ITEM: Update on replacement of the fire and intrusion alarm systems in the Longview Hendrix Building using available FY2024 Operating Budget funds.

Appendix F

Presenter: Dr. Mike Jenkins

B. Investment/Finance/Audit Committee - Jon Keller, Interim Chair

1. INFORMATION ITEM: Kilgore Economic Development Corporation (KEDC) Tax Abatement Compliance Information for 2023 – *Appendix G*

Presenter: Ms. Stephanie Moore, Kilgore Economic Development Corporation

2. INFORMATION ITEM: Financials:

Presenter: Mr. Terry Hanson

a. Financials - January 2024 & February 2024 Financials with Capital Breakout – *Appendix H*

b. Public Funds Investment Act (PFIA) - FY24 Quarter 2 – *Appendix I*

3. INFORMATION ITEM: FY25 Budgeting Process and Timeline – *Appendix J*

Presenter: Mr. Terry Hanson

C. Student Success Committee – Josh Edmonson, Substitute Chair

1. ACTION ITEM: To consider approval of the 2024-25 Kilgore College Catalog and Student Handbook (including Academic Calendar). *Appendix K*

Presenter: Dr. Tracy Skopek

Trustee DeHoyos asked if the proposed modification of the withdrawal policy for health science majors (WP/WF) will impact our students' ability to transfer to other nursing programs if they have a WF on their transcript. She also asked if other college nursing programs are following this same procedure and why aren't we recommending this WP/WF procedure for all of our programs. Dr. Skopek went into more detail about why KC implemented this procedure for the nursing program and said that she will investigate if other programs are following this procedure. The Board recommended to remove that proposed modification to the Student Handbook until all questions are answered, but considered the remaining portion of the 2024-25 Kilgore College Catalog and Student Handbook. A recommendation regarding the withdrawal policy will be brought to the June Board Meeting, if necessary. Josh Edmonson moved to approve the 2024-25 Kilgore College Catalog and Student Handbook (including Academic Calendar) with the exception of the modification to the withdrawal policy for health science majors. Gina DeHoyos seconded. The motion passed unanimously.

2. INFORMATION ITEM: Spring 2024 Dual Credit Enrollment Update – *Appendix L*

Presenter: Mr. Brandon Walker

3. INFORMATION ITEM: Update on Accreditation SACSCOC 5th Year Report & Strategic Plan 2024-2027 – *Appendix M*

Presenter: Dr. Richard Plott

4. INFORMATION ITEM: Retention Data – *Appendix N*

Presenter: Dr. Richard Plott

5. INFORMATION ITEM: Return on Investment on Persistence – *Appendix O*

Presenter: Ms. Ebony Allison-Dennis

6. INFORMATION ITEM: FAFSA "Calamity of 2024"

Presenter: Dr. Staci Martin

Trustee DeHoyos commended Dr. Martin and her Financial Aid team for all their work.

6. KILGORE COLLEGE FOUNDATION UPDATE REPORT – Appendix P

Presenter: Merlyn Holmes

7. BOARD PRESIDENT'S REPORT

Presenter: Mr. Lon Ford

A. INFORMATION ITEM: Board of Trustees Institute: Information Sharing & Discussion – Appendix Q

Presenter: Mr. Lon Ford, Mr. Jon Keller, Dr. Brenda Kays

B. UPCOMING EVENTS:

- April 23, 2024, Community College Association of Texas Trustees Regional Meeting; Hosted by Kilgore College in the KC Ballroom, 9:00am - 3:00pm
- May 10, 2024, Graduation, 2:00pm; Blue Ribbon Reception, 4:30 - 5:30pm; Graduation, 6:00pm
- June Board Retreat, 8:30am - 1:00pm
- June 10, 2024, June Board Meeting

8. EXECUTIVE SESSION

The Board did not go into Executive Session.

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.

9. ADJOURNMENT – A motion to adjourn was made by Jon Keller and was seconded by Travis Martin. The meeting was adjourned at 9:13 pm

Respectfully submitted,

Karen Scibona

Karen Scibona, Recording Secretary
Kilgore College Board of Trustees

Don Ford

President, Kilgore College Board of Trustees

A. B.

Secretary, Kilgore College Board of Trustees

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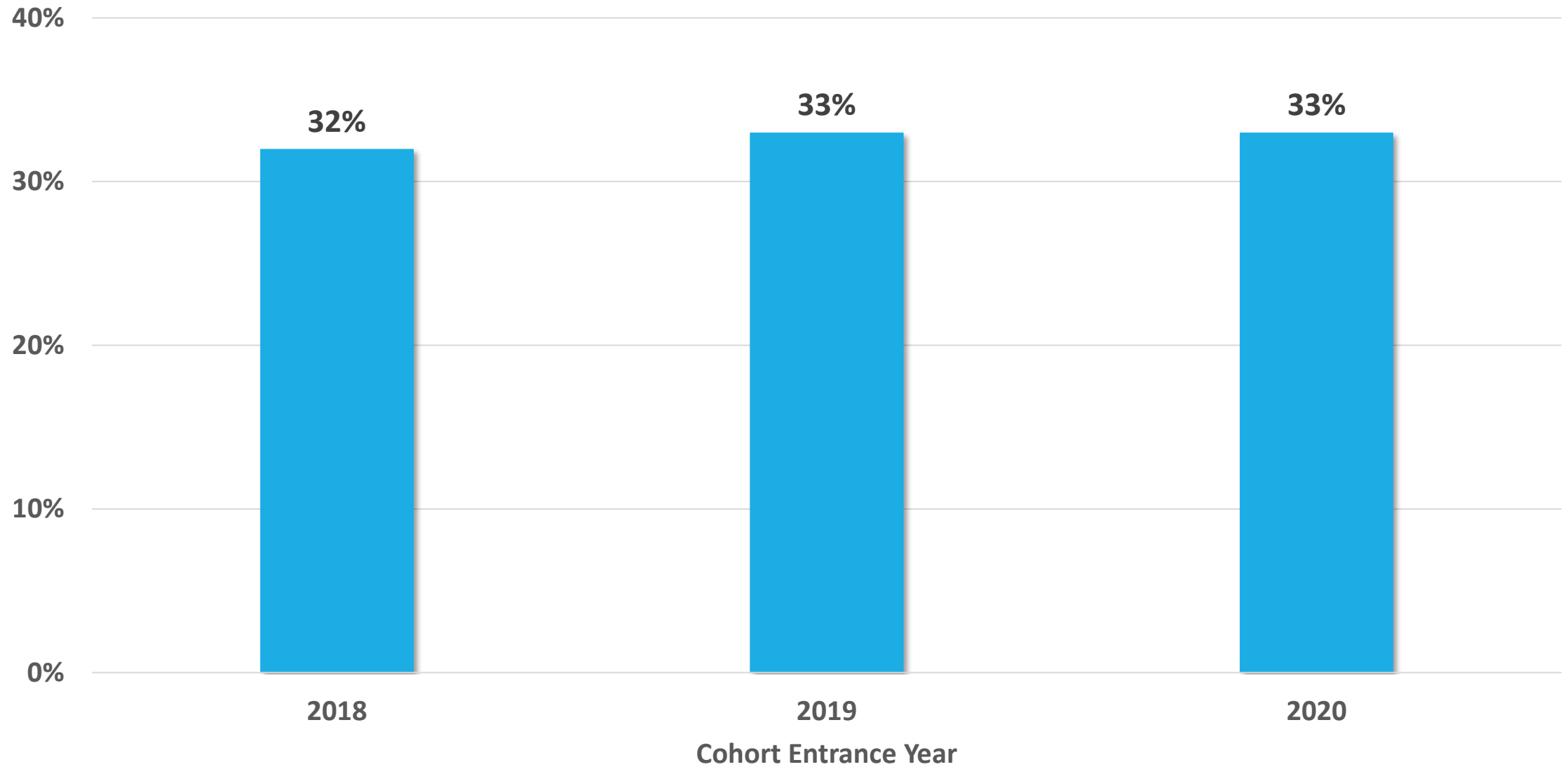
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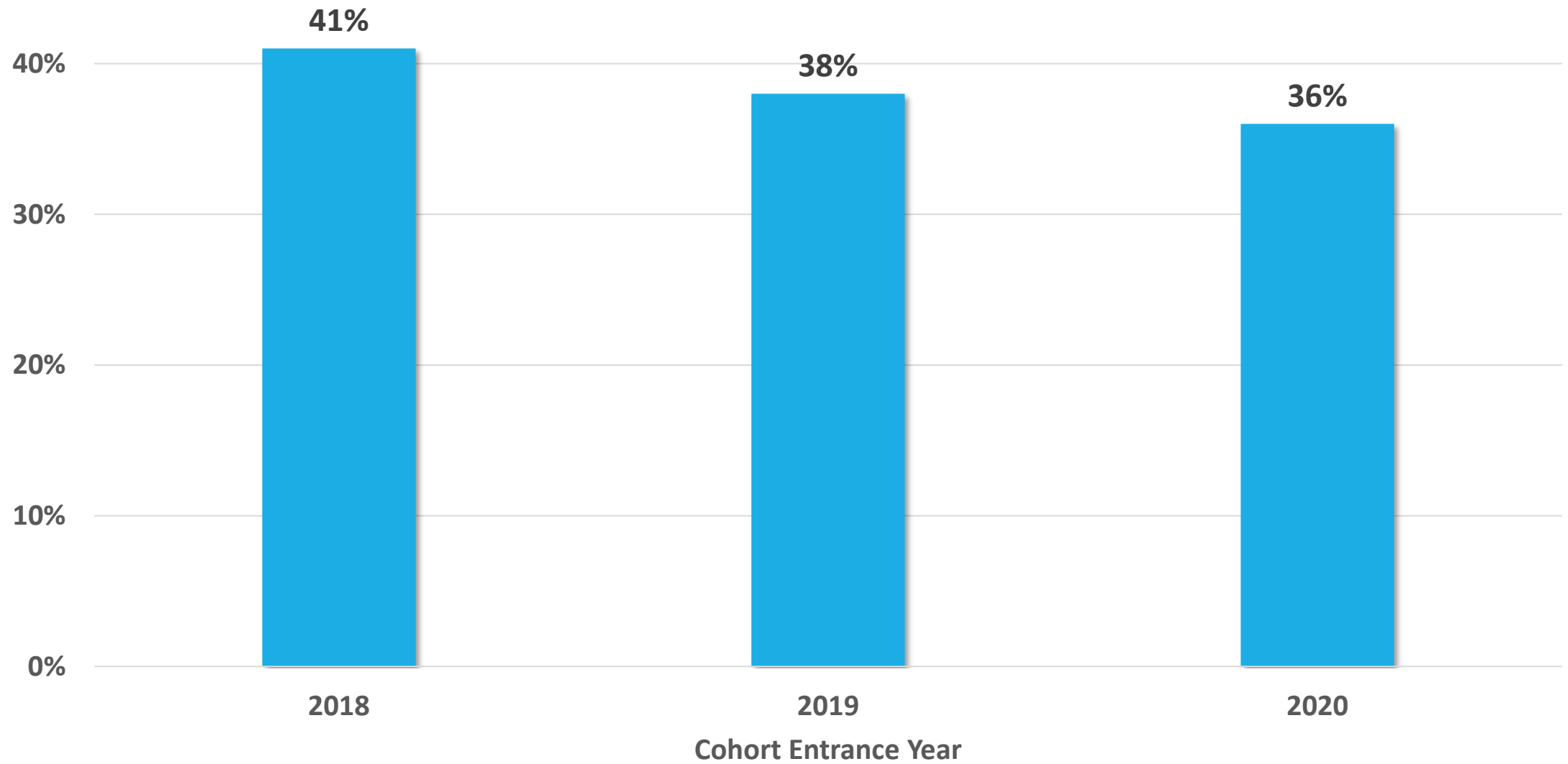
Student Success Committee

IPEDS 3-YEAR GRADUATION RATES

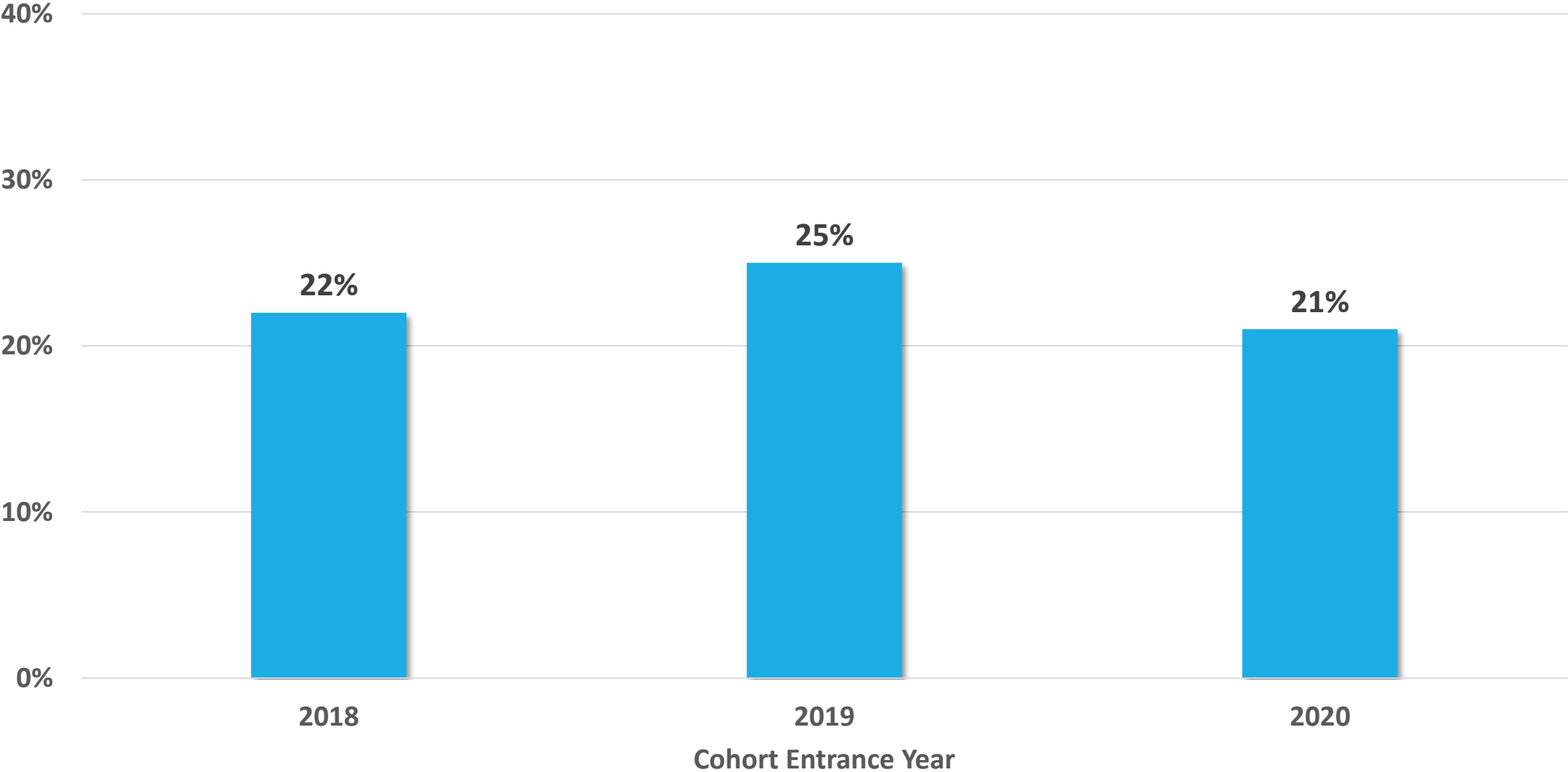
IPEDS 3-Year Graduation Rates: Overall



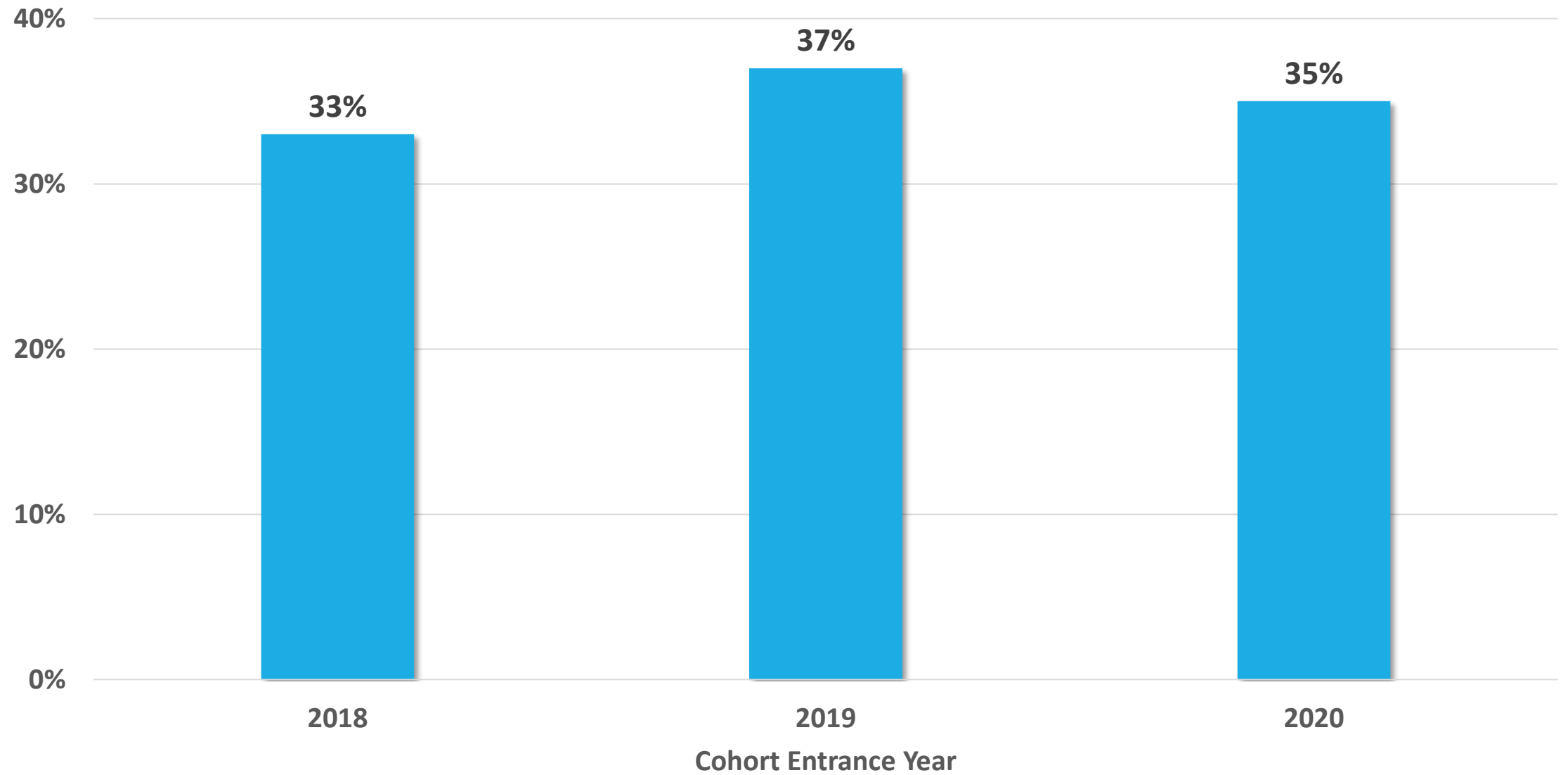
IPEDS 3-Year Graduation Rates: Hispanic



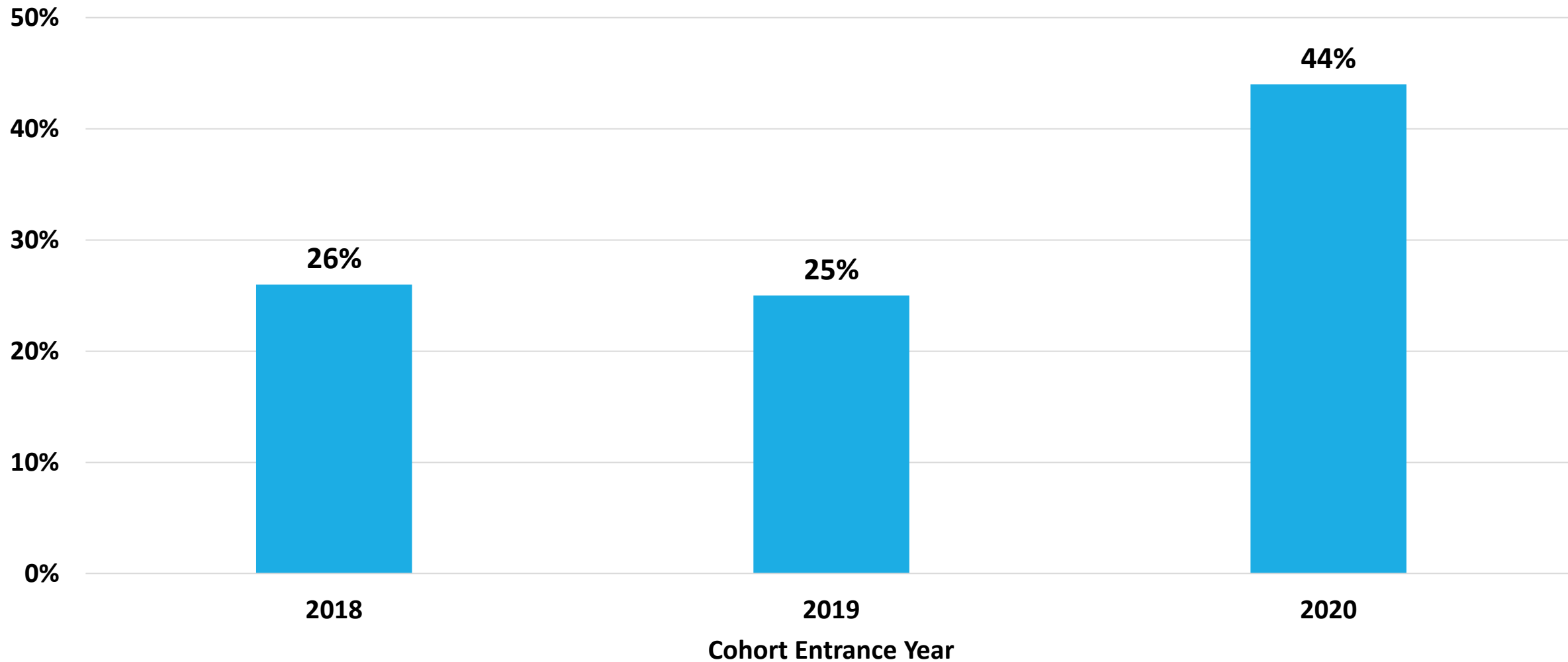
IPEDS 3-Year Graduation Rates: Black or African American



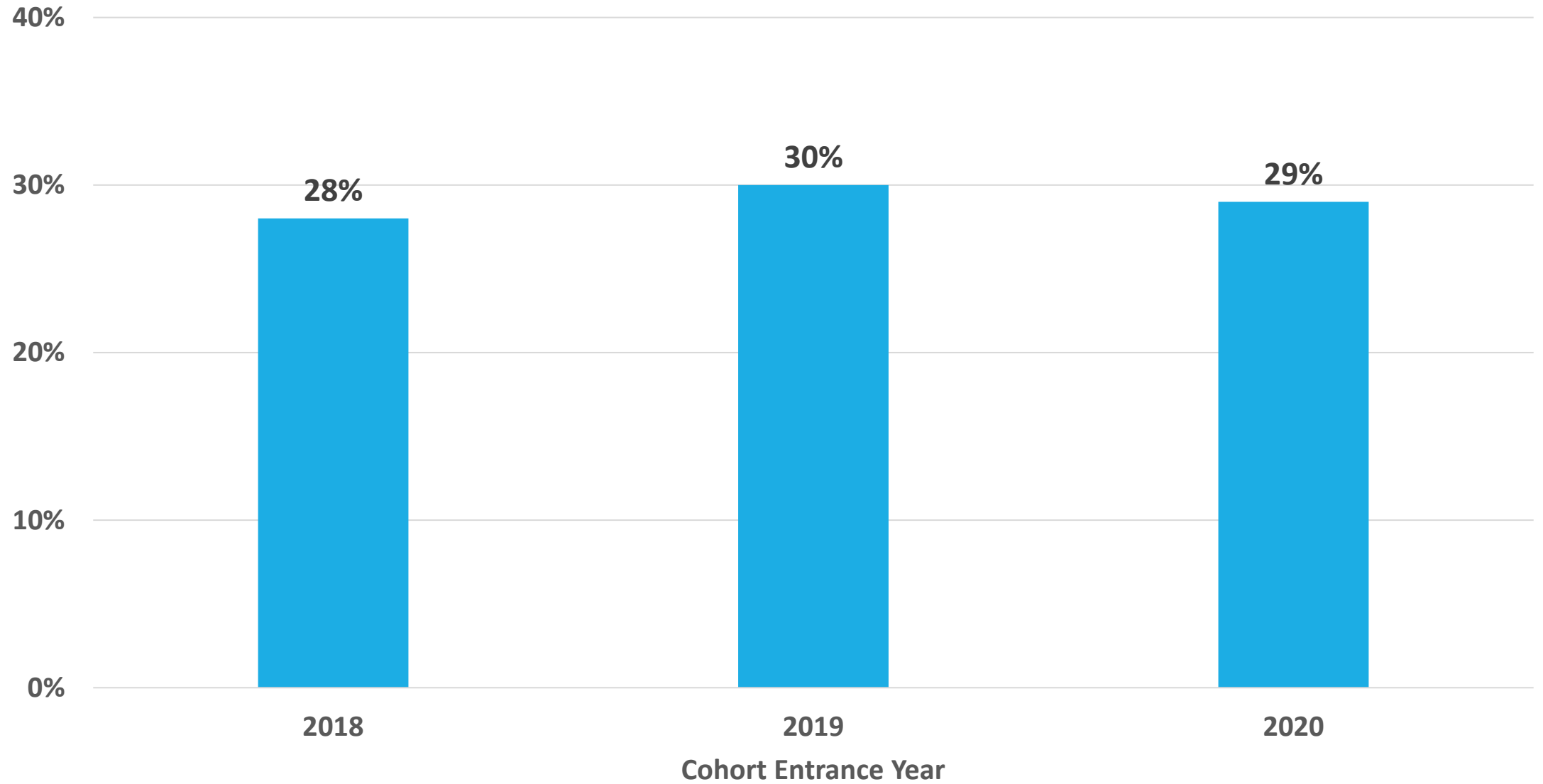
IPEDS 3-Year Graduation Rates: White



IPEDS 3-Year Graduation Rates: Other Race/Ethnicities



IPEDS 3-Year Graduation Rates: Pell Grant Recipients



**Kilgore Junior College District
Personnel Agenda
April 8, 2024**

1. Recommendation to accept employee resignations as follows:

- a. Verastegui, Abel, Manager – IT Helpdesk, effective 1/23/2024, after 1 year and 2 months of service. *(accepted position at a University)*
- b. Cook, Lori, Instructor – Nursing, effective 5/31/2024, after 9 months of service. *(needing to take care of elderly family member)*
- c. Hicks, Patrick, Liaison Campus Life, effective 1/25/2024, after 1 year and 6 months of service. *(moving out of state)*
- d. Alvarez, Leo, Administrative Assistant I – Athletics, effective 3/1/2024, after 1 year and 8 months of service. *(seeking outside employment)*
- e. Koch, Brody, Campus Safety Officer, effective 3/1/2024, after 6 months of service. *(transitioning into a local PD to seek certification)*
- f. Smith, Ashlynn, Administrative Assistant I – Receiving, effective 3/18/2024 after 1 year and 2 months of service. *(accepted outside position)*
- g. Mack, Jimmeka, Clinical Coordinator – Nursing, effective 3/31/2024 after 10 months of service. *(seeking other opportunities, moving)*
- h. Smith, Amber, Administrative Assistant I – Foundation, effective 3/31/2024 after 8 months of service. *(seeking other opportunities, time off)*
- i. Stanglin, Jeff, Instructor – Government, effective 8/8/2024, after 11 years of service. *(wife accepted a job in Minnesota; family is relocating)*

Other Separations

- a. Laroux, Gayle, Administrative Assistant I PTA/Rad Tech, effective 2/6/2024, after 9 months of service.

2. Recommendation to accept employee retirement as follows:

- a. Huckaby, Terry, Assistant Manager Facilities, effective 2/6/2024, after 30 years of combined service.
- b. Johnson, Rebekah, Instructional Division Dean - Arts & Sciences, effective 5/31/2024, after 37 years and 8 months of service.
- c. Ortiz, Ada, Instructor – Economics, effective 8/31/2024, after 5 years of service.
- d. Davis, Holly Ann, Counselor – Special Populations, effective 3/7/2024, after 15 years and six months of service.

3. Recommendation to change employment as follows:

| NAME | PREVIOUS POSITION | NEW POSITION | NEW SALARY/ RATE OF PAY | EFFECTIVE DATE |
|----------------|--|--|----------------------------|----------------|
| Plott, Richard | Dean - Institutional Research & Excellence | Executive Dean of Strategy, Planning, Innovation, Research, and Information Technology | \$110,981.00 annually | 1/16/2024 |
| Foote, Madison | Admin Assistant I – Receiving | Production Operator – Print Shop | \$32,800.00 annually | 2/1/2024 |

| | | | | |
|-----------------|---|---|----------------------------|-----------|
| Smith, Ashlyn | Admin Assistant I – Purchasing & Accounts Payable | Admin Assistant I – Receiving | \$31,772.41 (no change) | 2/1/2024 |
| Collard, Janet | Production Operator – Print Shop | Admin Assistant II – Purchasing & Accounts Payable | \$39,140.00 (no change) | 2/1/2024 |
| Barnes, Lametra | Admin Assistant I – KC Longview | Admin Assistant I – Cashier (KC Longview) | \$34,155.10 (no change) | 2/16/2024 |
| Foster, Holly | Admin Assistant I – KC Longview | Admin Assistant I – Instructional Support & Retention | \$30,160.00 (no change) | 2/16/2024 |
| Bray, Jennifer | Director – Nursing | Dean of Health Sciences | \$96,450.00 (no change) | 2/16/2024 |
| Hansard, Betsy | Manager – Procurement Services | Director of Procurement Services and Strategic Support | \$75,000 annually | 2/1/2024 |
| Davis, Donna | Admin Assistant I – KC Longview | Admin Assistant – Switchboard (Kilgore) | \$31,772.18 (no change) | 3/4/2024 |
| Johnson, Brian | Instructor - History | Director - Digital Course Development & Online Faculty Training | \$68,000.00 | 5/15/2024 |

4. Recommendation of employment as follows:

| NAME | POSITION | LOCATION | SALARY/BASE RATE OF PAY | HIRE DATE |
|--------------------|---|----------|-------------------------|-----------|
| Edney, Brandon | Instructor – CDL | Kilgore | \$63,920.00 12-month | 1/16/2024 |
| Millard, Desirae | Assistant Controller | Kilgore | \$80,000.00 12-month | 2/26/2024 |
| Furlow, Hannah | Admin Asst I – Health Sciences | Kilgore | \$30,160.00 12-month | 3/1/2024 |
| Harvey, Remona | Instructor – Nursing | Kilgore | \$63,920.00 12-month | 3/4/2024 |
| Naghshpour, Parisa | Director – Institutional Effectiveness & Research | Kilgore | \$83,500.00 12-month | 3/18/2024 |

Final Publish Date: 3/18/2024

Savings at Kilgore College



At Kilgore College, Ideal Impact will be making a large number of significant improvements. These include but are not limited to:

- Installing remote controllers on 874 HVAC units
- Improving economizer control on 232 tons of HVAC units
- Changing additional controls on many of these units
- Energy Optimization of 937 pieces of HVAC equipment by our mechanical team
- Weatherization of all buildings included in agreement
- Customizing Ideal Impact Campus Optimizer (*Patent Approved*) to include all 937 pieces of HVAC equipment to solve the multi-dimensional matrix problem for Kilgore College including:
 - Spaces served
 - Ramp times
 - Relative humidity control
 - Meter breakouts
 - Rate schedules
 - Economizer control
 - Type/amount of heating and cooling capacities
 - Connection to the remote controllers through Simple Comfort Connection
- Adjusting all of the above through multiple weather patterns as they occur
- Training in multiple levels for Kilgore College personnel
- Advising on other energy related services and projects
- Documented energy and operation plan plus customized training for Kilgore College to use for future employees

There is no upfront cost to Kilgore College. Ideal Impact is paid 80% of the actual gas and electric savings until the net payments by Kilgore College meet the total project fee. The total project fee is \$1,090,775. If 80% of actual electric and gas savings in each quarter equals less than the minimum quarterly fee of \$34,087, Ideal Impact will send Kilgore College a check for the difference.

About Ideal Impact

Ideal Impact was founded with one idea in mind—to divert money being spent on utilities back into the budgets of schools and churches with a **financially risk free** model. Our cash flow positive model provides free campus improvements and a virtual endowment from the start.

Our core team has spent decades in the energy savings industry and brings that experience to our **short-term, sustainable projects**. Our projects have a shorter payback than the standard long-term projects which focus on equipment replacements and other “projected” savings. We measure savings at the energy meter, and our projects are straightforward and affordable.

Ideal Impact **optimizes the equipment that you currently own** and assumes all the risk in our partnerships. We value transparency through monthly savings reports. Here is what some of our partners say:

“Would I use this vendor again? I did, and I encourage any organization reading this letter to consider partnering with Ideal Impact. They are great to work with! Installation was flawless and implementation was very smooth with their assistance. Since the beginning of my first partnership with them in early 2020, they’ve been able to help both of these districts save over \$210,000 total, and this is just the beginning!” – Dr. Wayne Guidry, Asst. Superintendent of Finance, Longview ISD, Former SI, Spring Hill ISD

“To date, we have saved well over our guaranteed amount. Ideal Impact is great to work with and makes weekly visits to all buildings. They have also helped us with our HVAC inventory and we are well on our way to a complete HVAC overhaul.” – John Seybold, Current Superintendent, Jasper ISD

“I have seen this not only in Brady ISD but also in Frost ISD, where I was a superintendent previously. Ideal Impact has also looked at contracts and other projects the district is considering such as HVAC and possible solar projects. Ideal Impact found a billing error with our current provider and Brady ISD was able to get over a \$63,000 credit.” – Duane Limbaugh, Superintendent Schulenburg ISD, Former SI, Brady & Frost ISD

RESOLUTION NO. R-2024-9

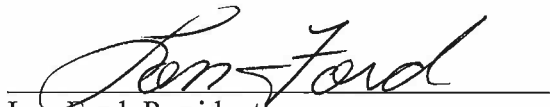
A RESOLUTION OF THE KILGORE COLLEGE BOARD OF TRUSTEES ACQUIRING THE SERVICES OF IDEAL IMPACT, INC. FOR AN ENERGY CONSERVATION PROJECT


WHEREAS, Kilgore College (the “District”) has agreed, by a separate agreement, to acquire certain personal property and related services for an *Energy Conservation Project* from Ideal Impact, Inc.; and

WHEREAS, Kilgore College desires to enter into that certain Ideal Impact Payment Plan Agreement dated as of April 8, 2024, by and between Kilgore College and Ideal Impact, Inc., for the purpose of acquiring said “*Energy Conservation Project*”. The District desires to designate the President as an authorized signer of the Agreement.

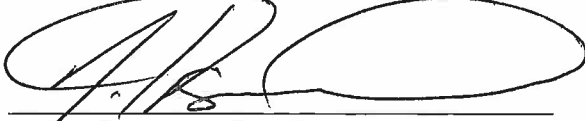
NOW THEREFORE, BE IT RESOLVED by the Kilgore College Board of Trustees: That the District enters into an Ideal Impact Payment Plan Agreement with Ideal Impact, Inc. for the purpose of acquiring certain personal property and related services for an *Energy Conservation Project* from Ideal Impact, Inc. This Resolution designates the President or the President’s designee as an authorized signer of the Ideal Impact Payment Plan Agreement dated as of April 8, 2024, by and between the Kilgore College and Ideal Impact, Inc.

ORDERED, APPROVED, AND ADOPTED on the 8th day of April, 2024.


Lon Ford, President
Kilgore College Board of Trustees


Brenda S. Kays, Ed.D., President
Kilgore College

ATTEST:


Josh Edmonson, Secretary
Kilgore College Board of Trustees



RESOLUTION # _____

WHEREAS, [Kilgore College](#) (the "District") has agreed, by a separate agreement, to acquire certain personal property and related services for an **Energy Conservation Project** from Ideal Impact, Inc.; and

WHEREAS, [Kilgore College](#) desires to enter into that certain Ideal Impact Payment Plan Agreement dated as of [April 8, 2024](#), by and between [Kilgore College](#) and Ideal Impact, Inc., for the purpose of acquiring said "**Energy Conservation Project**". The District desires to designate the [President](#) as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE [KILGORE COLLEGE](#):

Section 1. That the District enters into an Ideal Impact Payment Plan Agreement with Ideal Impact, Inc. for the purpose of acquiring certain personal property and related services for an **Energy Conservation Project** from Ideal Impact, Inc.

Section 2. That the District designates the [President](#) or the [President's](#) designee as an authorized signer of the Ideal Impact Payment Plan Agreement dated as of [April 8, 2024](#), by and between the [Kilgore College](#) and Ideal Impact, Inc.

This Resolution has been PASSED upon Motion made by Board Member _____, seconded by Board Member _____ by a vote of _____ to _____ and is effective this _____, [2024](#).

District: [Kilgore College](#)

Witness Signature

[Lon Ford, Board President](#)

[Josh Edmonson, Board Secretary](#)

IDEAL IMPACT PAYMENT PLAN AGREEMENT

THIS IDEAL IMPACT PAYMENT PLAN AGREEMENT No. «To Be Assigned» (hereafter referred to as "Agreement") dated as of April 8, 2024 by and between **Ideal Impact, Inc.**, a Texas corporation (herein referred to as "Ideal Impact"), and **Kilgore College**, a political subdivision or agency of the State of Texas (hereinafter referred to as "District").

WITNESSETH: The District has entered into that certain Energy Services Contract (the "Services Contract") with Ideal Impact whereby District has agreed to contract with Ideal Impact for the personal property and related services that are more fully described on EXHIBIT A attached hereto (the "Property") from Ideal Impact; and

WITNESSETH: Ideal Impact has agreed to contract with the District for the Property and in furtherance of the providing by Ideal Impact of payment terms to the District in connection with the District's acquisition of the Property, and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The District hereby covenants and agrees to pay to the order of Ideal Impact and Ideal Impact's successors and assigns those installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that Ideal Impact may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the District and that the District, thereafter, shall look to and consider said assignee as the party to whom all of the District's duties hereunder are owed.

2. Payments Unconditional. Upon this Agreement taking effect the obligation of the District to make the Installment Payments set forth in the Installment Payment Schedule shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. Pursuant to the Act, the Payments may be payable from a pledge of all or any part of any revenues, funds, or taxes available to the governmental agency for its public purposes (primarily including funds from energy savings as contemplated in the Services Contract). To the extent permitted by law, the District hereby pledges its Ad Valorem tax as security for this obligation.

3. Taxes. The District agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

4. District's Covenants and Representations. District covenants and represents as follows:

(a) District represents that it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by District and is a valid and binding obligation of District enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by District in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) District has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future;

(f) There are no circumstances presently affecting the District that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payments of sums due hereunder.

(g) No lease, rental agreement, installment-purchase agreement, payment agreement or contract for purchase to which District has been a party at any time during the past ten (10) years has been terminated by District as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which District has issued during the past ten (10) years.

(h) District will pay the Installment Payment Due by check, wire transfer, or ACH only.

(i) District has complied with all applicable procurement laws in acquiring the Property.

5. Use and Licenses. The District shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The District shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

6. No Maintenance by Subsequent Assigns. It is understood and agreed to by the parties that any assignee of Ideal Impact shall not be obligated to make any repairs or replacements to the Property whatsoever.

7. Alterations.

(a) District may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property.

(b) Without the written consent of Ideal Impact, District shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Ideal Impact, District shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. District shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Ideal Impact and District hereunder.

9. Damage to or Destruction of Property. District shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release District from the obligation to pay the full amount of the Installment Payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, District will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Ideal Impact determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, District at the option of District will either (a) replace the same with like property in good repair or (b) on the next Installment Payment Date, pay Ideal Impact (i) all amounts then owed by District to Ideal Impact under this Agreement, including the Installment Payment due on such date, and (ii) an amount equal to the applicable Early Redemption Value set forth in the Installment Payment Schedule.

10. No Warranty by Subsequent Assigns. IT IS UNDERSTOOD AND AGREED TO BY THE PARTIES THAT ANY ASSIGNEE OF IDEAL IMPACT SHALL NOT BE LIABLE FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, AND, ANY ASSIGNEE OF IDEAL IMPACT HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION.

11. Prepayment. The amount of each required Installment Payment paid by the District in excess of the Minimum Payment Amount set forth on Exhibit B shall be considered a partial prepayment of the total outstanding Project Fee; provided, however, Ideal Impact shall be under no obligation to re-amortize the Installment Payment Schedule at any time. Upon the District's timely payment of Project Fee specified in Exhibit B, District shall be deemed to have acquired all of Ideal Impact's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by District but without other warranties. Payment of the applicable Project Fee balance shall occur on the applicable Installment Payment Date specified in the Installment Payment Schedule, at which time Ideal Impact shall, unless not required hereunder, deliver to District proper documentation showing Ideal Impact's interest in the Property free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by District but without other warranties. Upon District's final payment of the Project Fee and Ideal Impact's actual or constructive delivery of proper documentation showing the Agreement is paid in full, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

12. Default and Ideal Impact's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) District fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) District fails to comply with any other covenant, condition or agreement of District hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by District hereunder shall be untrue in any material respect as of the date made;

(4) District makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) District becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the District or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for District or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against District and, if instituted against District, is consented to or acquiesced in by District or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default:

(1) In every case Ideal Impact or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefor, may proceed against the District for the purpose of protecting and enforcing the rights of Ideal Impact or its successors or assigns under this Agreement, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of Ideal Impact or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default;

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

13. Assignment. Without Ideal Impact's prior written consent, District will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property or (ii) sublet or lend the Property or permit it to be used by anyone other than District or District's employees. Ideal Impact may assign its rights, title and interest in and to this Agreement and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement, in whole or in part. Any such assignees shall have all of the rights of Ideal Impact under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Ideal Impact's rights, title or interest in this Agreement or the Property shall be effective with regard to District unless and until District shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Ideal Impact or by District to evidence the assignment.

14. Personal Property. The Property is and shall at all times be and remain personal property.

EXHIBIT A

DESCRIPTION OF PROPERTY - Energy Conservation Project as follows:

DESCRIPTION

- i) Installing remote controllers on 874 HVAC units;
- ii) Improving economizer control on 232 tons of HVAC units;
- iii) Energy Optimization of 937 pieces of HVAC equipment by our mechanical team and improved optimizations settings of existing controllers;
- iv) Implement IDEAL IMPACT CAMPUS OPTIMIZER (Patent Approved) for 937 pieces of HVAC equipment, associated buildings, rooms, and zones, to optimize energy consumption, demand reduction, humidity reduction, and ramp times;
- v) Install building automation system (BAS) to optimize the energy consumption, demand reduction, humidity reduction and ramp time;
- vi) Weatherization of all buildings included in agreement

PROPERTY LOCATION:

Kilgore College
1100 Broadway Blvd
Kilgore, TX 75662

15. Ownership of Property. Upon acceptance of the Property by District hereunder, District shall have ownership of the Property during the term of this Agreement.

16. Ideal Impact's Right to Perform for District. If District fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Ideal Impact may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of District, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Ideal Impact in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the rate of 0.8% per month, shall be payable by District upon demand.

17. Interest on Default. If District fails to pay any Installment Payment specified in Section 1 hereof within ten (10) days after the due date thereof, District shall pay to Ideal Impact interest on such delinquent payment at the rate of 0.8% per month from the due date until paid.

18. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

19. Security Interest.

(a) An executed copy of this Agreement shall evidence the indebtedness of the District as provided herein and shall constitute a security agreement pursuant to applicable law, with Ideal Impact, its successors or assigns as the secured party. The grants, lien, pledge and security interest of Ideal Impact, its successors or assigns created herein shall become effective immediately upon and from the delivery of this Agreement, and the same shall be continuously effective for so long as any Installment Payments are outstanding.

(b) A fully executed copy of this Agreement and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the District. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the District, at all times during regular business hours.

(c) If, in the opinion of counsel to the District or to Ideal Impact, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge

and security interest of Ideal Impact, its successors or assigns created herein as to all Installment Payments, then the District shall diligently and regularly make such filings to the extent required by law to accomplish such result.

20. Continuing Disclosure. Upon request, District agrees to provide current audited financial statements, prepared by a certified public accountant. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of District's authorized agents. If District has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

21. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by District may be waived except by the written consent of Ideal Impact, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Ideal Impact from invoking such remedy at any later time prior to District's cure of the condition giving rise to such remedy. Ideal Impact's rights hereunder are cumulative and not alternative.

(b) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas.

(c) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Ideal Impact and District.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(e) That Ideal Impact hereunder shall have the right at any time or times, by notice to District, to designate or appoint any person or entity to act as agent or trustee for Ideal Impact for any purposes hereunder.

(f) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(g) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(h) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

(i) In the case of any dispute between the Services Contract and this Agreement this Agreement's terms shall prevail.

(j) Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if we have at least ten (10) full time employees, then we, by its execution of this Agreement represent and warrant to the District that Ideal Impact does not boycott Israel and will not boycott Israel during the term of this Agreement.

(k) Pursuant to Texas Government Code Chapters 2274 and 809, if this Agreement is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the District that Ideal Impact does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

(l) Pursuant to Texas Government Code Chapter 2274, if this Agreement is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the District that Ideal Impact does not discriminate against firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

In WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2024.

Ideal Impact: Ideal Impact, Inc.

Authorized Signature
1245 S Main Street
Grapevine, Texas 76051

Witness Signature: _____

Print Name: _____

Print Title: _____

District: Kilgore College

Brenda Kays, President
1100 Broadway Blvd
Kilgore, TX 75662

Incumbency Certificate

I, Josh Edmonson, do hereby certify that I am the duly elected or appointed and acting Board Secretary (Keeper of the Records), of Kilgore College, a political subdivision or agency duly organized and existing under the laws of the State of Texas that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named above are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set above their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Ideal Impact Payment Plan Agreement dated as of April 8, 2024 between such entity and Ideal Impact, Inc.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this _____ day of _____, 2024.

By District:

Josh Edmonson, Board Secretary

EXHIBIT B

>> SCHEDULE OF INSTALLMENT PAYMENTS << IDEAL IMPACT PAYMENT PLAN AGREEMENT No. «To Be Assigned» BY AND BETWEEN

Ideal Impact: Ideal Impact, Inc. and **District:** Kilgore College

Schedule Dated as of April 12, 2024

| | Pmt Date | Minimum Pmt Amt |
|----|-------------|--------------------|
| 1 | 10/28/2024 | \$34,086.72 |
| 2 | 1/28/2025 | \$34,086.72 |
| 3 | 4/28/2025 | \$34,086.72 |
| 4 | 7/28/2025 | \$34,086.72 |
| 5 | 10/28/2025 | \$34,086.72 |
| 6 | 1/28/2026 | \$34,086.72 |
| 7 | 4/28/2026 | \$34,086.72 |
| 8 | 7/28/2026 | \$34,086.72 |
| 9 | 10/28/2026 | \$34,086.72 |
| 10 | 1/28/2027 | \$34,086.72 |
| 11 | 4/28/2027 | \$34,086.72 |
| 12 | 7/28/2027 | \$34,086.72 |
| 13 | 10/28/2027 | \$34,086.72 |
| 14 | 1/28/2028 | \$34,086.72 |
| 15 | 4/28/2028 | \$34,086.72 |
| 16 | 7/28/2028 | \$34,086.72 |
| 17 | 10/28/2028 | \$34,086.72 |
| 18 | 1/28/2029 | \$34,086.72 |
| 19 | 4/28/2029 | \$34,086.72 |
| 20 | 7/28/2029 | \$34,086.72 |
| 21 | 10/28/2029 | \$34,086.72 |
| 22 | 1/28/2030 | \$34,086.72 |
| 23 | 4/28/2030 | \$34,086.72 |
| 24 | 7/28/2030 | \$34,086.72 |
| 25 | 10/28/2030 | \$34,086.72 |
| 26 | 1/28/2031 | \$34,086.72 |
| 27 | 4/28/2031 | \$34,086.72 |
| 28 | 7/28/2031 | \$34,086.72 |
| 29 | 10/28/2031 | \$34,086.72 |
| 30 | 1/28/2032 | \$34,086.72 |
| 31 | 4/28/2032 | \$34,086.72 |
| 32 | 7/28/2032 | \$34,086.68 |
| | Project Fee | \$1,090,775.00 |

As set forth in Section 3.3, Ideal Impact shall prepare an invoice for each quarter that any amount of the Project Fee remains outstanding. Each invoice will include the amount of the Installment Payment due, calculated as set forth below, and the remaining balance of the Project Fee.

Until the District has paid a total project fee of \$1,090,775 (the "Project Fee") the District shall pay Ideal Impact, or its assigns, each quarter beginning October 28, 2024 an Installment Payment equal to the greater of (a) 80% of the Energy Savings and Rebates (as those terms are defined in the Services Contract) from the preceding quarter or (b) the Minimum Payment Amount set forth on this Exhibit B. The Project Fee owed to Ideal Impact shall be reduced by the quarterly calculated 80% Energy Savings and Rebates amount, as described in (a) above, until the Project Fee is paid in full.

Accepted By District: _____

Brenda Kays, President

CERTIFICATE OF PARTIAL-ACCEPTANCE

IDEAL IMPACT PAYMENT PLAN AGREEMENT No. «To Be Assigned» (THE "AGREEMENT")

BY AND BETWEEN

Ideal Impact, Ideal Impact, Inc. and **District**, Kilgore College

Dated as of April 8, 2024

1. **PARTIAL ACCEPTANCE:** In accordance with the Agreement and the related Services Contract, District hereby certifies that a portion of the services and/or Property described herein has been received and accepted by District. Accordingly, the District agrees Ideal Impact, Inc. should be or will be paid in accordance with the Exhibit B whether all services or Property has been received or accepted yet.

By District:

Brenda Kays, President

For District: Kilgore College

ACCEPTED on this the _____ day of _____, 2024.

2. **PROPERTY:**

SEE ATTACHED EXHIBIT A.

3. **USE:** The primary use of the Property is as follows-

PRIMARY USE- Energy Conservation

4. **PROPERTY LOCATION:**

District Wide

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed:

Kilgore College
ATTN: TBD
1100 Broadway Blvd
Kilgore, TX 75662

CERTIFICATE OF FINAL ACCEPTANCE

IDEAL IMPACT PAYMENT PLAN AGREEMENT No. «To Be Assigned» (THE "AGREEMENT")

BY AND BETWEEN

Ideal Impact, **Ideal Impact, Inc.** and **District**, Kilgore College

Dated as of April 8, 2024

1. **ACCEPTANCE:** In accordance with the Agreement, District hereby certifies that all of the Property described herein (i) has been received by District, (ii) has been thoroughly examined and inspected to the complete satisfaction of District, (iii) has been found by District to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by District, (v) has been found to be and is wholly suitable for District's purposes, and (vi) is hereby unconditionally accepted by District, in the condition received, for all purposes of this Agreement.

By District:

Brenda Kays, President

For District: Kilgore College

ACCEPTED on this the _____ day of _____, 2024.

2. **PROPERTY:**

SEE ATTACHED EXHIBIT A.

3. **USE:** The primary use of the Property is as follows-

PRIMARY USE- Energy Conservation

4. **PROPERTY LOCATION:**

District Wide

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed:

Kilgore College
ATTN: TBD
1100 Broadway Blvd
Kilgore, TX 75662



SERVICES CONTRACT

THIS SERVICES CONTRACT (the "CONTRACT") is made and entered into as of the date first executed (the "Effective Date") by and between IDEAL IMPACT, Inc. ("IDEAL IMPACT"), a Texas Corporation, and Kilgore College ("CLIENT").

RECITALS

WHEREAS, the parties hereto desire to enter into a CONTRACT whereby IDEAL IMPACT will provide energy-related consulting and conservation services to CLIENT at 1100 Broadway Blvd, Kilgore, TX 75662 and 300 S High St, Longview, TX 75601 (the "Facility").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations contained herein, the parties hereto agree as follows:

SECTION 1. SERVICES OF IDEAL IMPACT

1.1 Services. The purpose of this CONTRACT is to save money currently being spent on energy so it can be moved to other needs of the CLIENT. IDEAL IMPACT shall perform a number of services to realize these savings. There will be two primary phases: the Application Phase (the first nine months of the CONTRACT) and the Coaching Phase (until the total project fee is paid).

1.1.1 The Application Phase I. During Phase I of the Application Phase, IDEAL IMPACT shall perform the following services based on IDEAL IMPACT's analysis of the CLIENT's particular situation, (collectively, "Services"):

- (i) Install remotely accessible controllers for 874 air handling units, modify controls background coding to optimize energy savings;
- (ii) Complete ENERGY OPTIMIZATION for all 937 pieces of HVAC equipment and improved optimization settings of existing controllers;
- (iii) Implement IDEAL IMPACT CAMPUS OPTIMIZER (*Patent Approved*) for 937 pieces of HVAC equipment, associated buildings, rooms, and zones, to optimize energy consumption, demand reduction, humidity reduction, and ramp times;
- (iv) Improving weatherization for all buildings included;
- (v) Install building automation system (BAS) to optimize the energy consumption, demand reduction, humidity reduction and ramp time;
- (vi) All new hardware becomes the property of the CLIENT upon installation;
- (vii) Previously installed controls become the property of IDEAL IMPACT. CONTRACT price was reduced using market value of the previously installed controls. CLIENT is responsible for drywall repair and other repairs related to access points.

Any tangible property referenced above (the "Property") is and shall at all times be, and remain, personal property, and will not be considered a fixture to any

real property. Said Property upon installation shall be considered property of the CLIENT.

1.1.2 The Application Phase II. During Phase II of the Application Phase, IDEAL IMPACT shall also perform a unique combination of some or all of the following services based on IDEAL IMPACT's analysis of the CLIENT's particular situation, all as deemed necessary by IDEAL IMPACT (collectively, "Services"):

- (i) Tune the controls and processes of the facilities;
- (ii) Help with operations of the BAS (Building Automation System) and/or controls for the first three months of the Application phase;
- (iii) Rewrite the software of the BAS as needed for the savings;
- (iv) Monitor trend logs and temperature data recorders in the Facility to plan strategies on energy optimization;
- (v) Make recommendations to CLIENT about possible alternate energy savings techniques at the Facility to decrease energy cost;
- (vi) Develop a customized written energy plan to include: (a) projected annual savings as set forth in Section 2.1; (b) tune settings of the Facility; (c) how to update and change settings to meet the basic need of the CLIENT; (d) how to update and change the settings to match basic changes in energy rates; (e) education plans for energy stewards; (f) education plans for occupants of the Facility; (g) coaching designated individuals during the Term of this CONTRACT on the implementation of the plans prepared; (h) motivate on energy plan for occupants of the Facility; and (i) education on key energy rate decisions, terms and structures;
- (vii) Provide support for the energy plan to include: (a) introducing the energy plan to CLIENT; (b) training on implementation of the energy plan; (c) ongoing coaching on the energy plan during the Term of this CONTRACT; (d) updating the energy plan through the Term of this CONTRACT; (e) tracking and reporting of results of the energy plan; (f) assist with energy rate structures; (g) advise with maintenance CONTRACTs related to the energy plan; (h) advise on improvements to the Facility related to the energy plan.

1.1.3 The Coaching Phase. The Coaching Phase shall include:

- (i) Ongoing training of the CLIENT on energy savings, equipment and strategies at the Facility;
- (ii) Tracking of savings;
- (iii) Periodic auditing to ensure that the strategies are being successfully implemented;
- (iv) Advising CLIENT on possible other improvements;
- (v) Advising CLIENT on electrical CONTRACT negotiation;
- (vi) Being CLIENT's advocate with new additions being built; and
- (vii) Aiding in motivating for energy savings.

- (viii) If CLIENT elects to continue coaching or Simple Comfort Connect after the end of the agreement there will be a quarterly charge.

1.1.4 Buildings. Buildings included:

| Building Name: | Sq Ft: | Electric Meter # | REP Account # | Gas Meter # |
|---|-----------|------------------|-----------------|---------------|
| Longview Campus: Robotics | 1,560 | 698694188 | 967-801-011-2-5 | - |
| Longview Campus: Beauty School - Barber School | 10,754 | 698559048 | 965-379-901-0-1 | 15C378224 |
| Longview Campus: Longview North Center | 24,995 | 158374858 | 969-389-901-2-2 | 3790400299938 |
| Longview Campus: Longview Center Hendrix | 62,262 | 698559046 | 965-129-901-0-0 | 15C378224 |
| Police Department | 2,550 | 698559118 | 966-388-394-1-8 | - |
| Physical Plant_ Receiving | 20,493 | 698559121 | 966-369-394-0-5 | 2001164569 |
| Shakespeare Festival | 9,308 | 698559119 | 963-720-494-1-9 | 2001193233 |
| Batting Cages | 4,292 | 699566425 | 963-810-335-2-9 | - |
| Print Shop | 7,977 | 610872354 | 967-894-073-2-5 | - |
| Rangerette Gym_ Old Main_ Administration_ Student Support_ Woodfin | 62,393 | 698558674 | 964-957-840-0-9 | 2001115767 |
| Canterbury Engineering & Science | 64,125 | 598559067 | 964-957-840-0-9 | 2001115759 |
| Oil Museum | 21,204 | 698559066 | 964-957-840-0-9 | 2001115767 |
| Devall Student Center | 71,236 | 698558676 | 964-957-840-0-9 | 2001115775 |
| East Central Plant_ Bus Admin_ Communication and Auto_ Technical Vocational_ Turk Fine Arts | 86,376 | 698666629 | 964-957-840-0-9 | 2001115789 |
| Applied Technology | 50,079 | 698559069 | 964-957-840-0-9 | 2001207974 |
| Nolan Hall_ Nolan Annex | 35,591 | 698559040 | 964-957-840-0-9 | 2001193149 |
| Stark Hall | 31,872 | 698558675 | 964-957-840-0-9 | 2001115782 |
| Watson Library | 37,320 | 698559068 | 964-957-840-0-9 | 2001115767 |
| Diesel Technology | 4,674 | 698694702 | 964-957-840-0-9 | 2001190551 |
| Master Gym_ Band Hall_ Turner PE Gym_ Rangerette Museum | see below | 698559107 | 964-957-840-0-9 | 2001115751 |
| Master Gym_ Band Hall_ Turner PE Gym_ Rangerette Museum | see below | 698559106 | 964-957-840-0-9 | 2001115751 |
| Master Gym_ Band Hall_ Turner PE Gym_ Rangerette Museum Total | 71,630 | - | - | - |
| Woodruff Adult Education | 36,810 | 698559109 | 964-957-840-0-9 | 2001167305 |
| Fitness Gym | 26,901 | 698559108 | 964-957-840-0-9 | 2001115751 |
| North Central Plant (serves Davis Hall and Dodson Auditorium) | - | 698559041 | 964-957-840-0-9 | 2003999280 |
| Gussie Nell Davis Hall | 27,192 | 698559039 | 964-957-840-0-9 | 2003999280 |
| Dodson Auditorium | 25,408 | 698559038 | 964-957-840-0-9 | 2003999280 |

1.2 Facility and BAS Access. CLIENT shall provide IDEAL IMPACT BAS installer password and any other tools and access needed to reprogram the BAS within seven days of execution of this agreement. CLIENT shall not remove this access for the term of this agreement. Any work that CLIENT requests to be done by their controls contractor shall be paid for by CLIENT. CLIENT shall permit reasonable access to the Facility during normal business hours as may be deemed necessary by IDEAL IMPACT for the proper operation and performance of IDEAL IMPACT's Services.

1.3 Adjustments and Savings.

(a) Adjustments. Energy bills shall be adjusted by IDEAL IMPACT as needed for changes in read dates, any additional Facility space, and substantial changes in occupancy or substantial increases in equipment using energy standard equations for excess energy consumed. Adjustments shall also be based on weather differences from the baseline year as determined from weather data for the area issued by the National Weather Service. Miscellaneous discretionary billings and/or refunds from the energy provider will be excluded from the analysis.

(b) Energy Savings. "Energy Savings" shall mean and be calculated as follows. The baseline year is the 12 months prior to the signing of this contract. Savings for each month will be calculated on the basis of the units saved (kWh, billed KW, actual KW and MCF) times the current monthly cost of each to the CLIENT. If a power factor charge is added to the electric billing that was not in the baseline it will not be considered in the calculation of savings. The savings will start with the first full meter read period for each of gas and electric after the execution of this CONTRACT. CLIENT shall share access to



CLIENT'S retail energy provider online account(s) with IDEAL IMPACT beginning 15 days after execution and throughout the Application and Coaching phases.

1.4 CLIENT's Designated Representative. CLIENT shall designate a representative to act on behalf of CLIENT with respect to this CONTRACT ("CLIENT Representative"). The initial CLIENT Representative is Ms. Brenda Kays CLIENT may change its CLIENT Representative by giving written notice to IDEAL IMPACT. CLIENT confirms that the CLIENT Representative is authorized to make all necessary decisions and give all notices and approvals required or permitted by CLIENT under this CONTRACT.

SECTION 2. SAVINGS

2.1 Projection. IDEAL IMPACT is projecting \$217,975 in annual energy savings and is recommending CLIENT set a savings goal of 25% per year or \$259,495. This would result in a 15 year savings of \$5,430,068. These savings are projected, but not guaranteed.

2.2 Quarterly Invoice. If any quarterly required payment under this Agreement exceeds the savings as calculated under Section 1.3 herein, IDEAL IMPACT will send CLIENT a check for the difference with the quarterly invoice.

SECTION 3. COMPENSATION AND PAYMENT SCHEDULE

3.1 Compensation. CLIENT shall pay IDEAL IMPACT a total project fee of \$1,090,775 (the "Project Fee") in accordance with the terms and conditions set forth in the IDEAL IMPACT Payment Plan Agreement of even date herewith (the "Payment Plan"). Upon satisfaction of the Payment Plan, CLIENT shall continue making Payments in the same manner calculated under the Payment Plan directly to IDEAL IMPACT until such time as IDEAL IMPACT has recovered all amounts paid to CLIENT under Section 2.2 herein (the "Quarterly Recovery Payments"). Upon CLIENT's satisfaction of all required Payments under the Payment Plan and the Quarterly Recovery Payments, this Agreement shall terminate.

3.2 Utility Rebates. IDEAL IMPACT will apply for appropriate utility rebates for this project and such rebates shall be attributed to the Project Fee as set forth in the Payment Plan.

3.3 Payment Schedule. During the term of this Agreement, CLIENT will, within three (3) days of CLIENT's receipt of its energy bills from CLIENT's energy providers, electronically scan and email each bill to IDEAL IMPACT. IDEAL IMPACT will perform any necessary adjustments as per Section 1.3 herein and at the end of each quarter send an invoice for the preceding quarter to CLIENT which will be calculated as set forth on Exhibit B of the Payment Plan. CLIENT shall pay each quarterly invoice in accordance with the terms of the Payment Plan. CLIENT is responsible for paying its own energy bills. Invoices will be tracked and totaled monthly, but invoiced quarterly.

3.4 Late Payments. Late payments by CLIENT shall be subject to an interest charge as set forth in the Payment Plan.

SECTION 4. EVENTS OF DEFAULT

4.1 Events of Default by CLIENT. Each of the following events or conditions shall constitute an "Event of Default" by CLIENT:

- (i) any failure by CLIENT to perform or comply with the terms and conditions of this CONTRACT, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to CLIENT demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of CLIENT; and (b) if such cure cannot be effected in thirty (30) calendar days, CLIENT shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days, CLIENT's written agreement of a completion date, and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by CLIENT in this CONTRACT which was false or misleading in any material respect when made; or
- (iii) any default under the Payment Plan.

4.2 Events of Default by IDEAL IMPACT. Each of the following events or conditions shall constitute an "Event of Default" by IDEAL IMPACT:

- (i) any failure by IDEAL IMPACT to perform or comply with the terms and conditions of this CONTRACT, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to IDEAL IMPACT demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of IDEAL IMPACT, and (b) if such cure cannot be effected in thirty (30) calendar days, IDEAL IMPACT shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; such cure times will extend the partnership of this CONTRACT, or
- (ii) any representation or warranty furnished by IDEAL IMPACT in this CONTRACT which was false or misleading in any material respect when made; or
- (iii) any lien or encumbrance is placed upon the equipment by any Subcontractor, laborer, or supplier of IDEAL IMPACT, which is not timely removed by IDEAL IMPACT; provided that IDEAL IMPACT has been duly paid for the Services and such lien or encumbrance is not the result of any act or failure to act of CLIENT.

SECTION 5. REMEDIES UPON DEFAULT

5.1 Remedies upon Default by CLIENT. If an Event of Default by CLIENT occurs, IDEAL IMPACT will be entitled to obtain any available legal or equitable remedies through mediation proceedings instituted pursuant to Section 7 below including, without limitation, recovering amounts due and unpaid by CLIENT, and/or; damages which shall include IDEAL IMPACT's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; legal fees; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including interest, on any sums due and all costs and expenses reasonably incurred in exercising the foregoing remedies.

5.2. Remedies Upon Default by IDEAL IMPACT. If an Event of Default by IDEAL IMPACT occurs, CLIENT shall be entitled to obtain any available legal or equitable remedies through mediation proceedings instituted pursuant to Section 7 below, including, without limitation, recovering amounts due and unpaid by IDEAL IMPACT and/or damages, which shall include CLIENT's reasonable, actual,

direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; legal fees; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due and all costs and expenses reasonably incurred in exercising the foregoing remedies.

SECTION 6. INSURANCE FOR PROJECT

6.1 **Insurance.** IDEAL IMPACT shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from IDEAL IMPACT's operation under the CONTRACT, whether such operations be by IDEAL IMPACT or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Certificates of such insurance shall be filed with the CLIENT prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty (30) days' prior written notice has been given to CLIENT.

6.2 IDEAL IMPACT will maintain the following insurance policies at all times during the term of this CONTRACT:

- (i) Workers' Compensation with statutory WC limitations and Employers Liability of \$1,000,000, with a Waiver of Subrogation Endorsement in favor of the CLIENT;
- (ii) Comprehensive General Liability with \$1,000,000 per occurrence and a \$2,000,000 aggregate and a \$2,000,000 aggregate on Products Completed Operations. The CLIENT must be named an Additional Insured by appropriate endorsement and there must be a Waiver of Subrogation Endorsement in favor of the CLIENT;
- (iii) Business Automobile Liability, including owned, non-owned, hired or any other vehicles, of \$100,000 for bodily injury (per person) and \$300,000 for bodily injury (per accident);
- (iv) All insurance carriers used by IDEAL IMPACT related to this CONTRACT will carry an A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

6.3 IDEAL IMPACT shall comply with Texas Administrative Code, Rule 110.110, regarding Workers' Compensation Insurance.

6.4 CLIENT shall cover any installed Property under CLIENT's own policy or policies.

SECTION 7. DISPUTE RESOLUTION

7.1 **Dispute Resolution; Exclusive Venue and Jurisdiction.** In the event of any dispute arising out of or relating to this CONTRACT, the parties agree to exclusively use the following process in the following order for such dispute: (a) informally discuss and attempt to resolve the dispute before proceeding with any further action; (b) in the event this is not successful, the parties agree to cooperatively arrange and participate in non-binding mediation. (c) in the event informal resolution

and mediation is not successful to resolve the dispute to the satisfaction of both parties, either party will then have the right to pursue litigation.

7.2 The exclusive venue of any action, suit or proceeding arising out of or relating to this CONTRACT or any rights or obligations under this CONTRACT shall lie solely in the courts of the State of Texas or the United States of America located in the county where CLIENT's main business operations occur. The expense of any mediation shall be borne equally by CLIENT and IDEAL IMPACT and shall be held in the county where CLIENT's main business operations occur.

7.3 In the case of any dispute between this CONTRACT and the Payment Plan the terms of the Payment Plan shall prevail.

SECTION 8. HAZARDOUS MATERIALS

8.1 IDEAL IMPACT's Responsibilities With Respect to Hazardous Materials. The scope of Work to be performed by IDEAL IMPACT pursuant to this CONTRACT and the compensation to be paid to IDEAL IMPACT hereunder for the Work expressly exclude any work or service of any nature associated or connected with the identification, abatement, cleanup, control, or removal of any currently existing Hazardous Materials or Mold on, in or nearby the Site. The CLIENT agrees that all duties and obligations in connection with any Hazardous Materials or Mold currently located in, on or nearby the Site or brought into the Site by a party other than IDEAL IMPACT or its Subcontractors are not IDEAL IMPACT's responsibility. IDEAL IMPACT shall be responsible for any Hazardous Materials, Mold, or other materials that it or its Subcontractor(s) may bring to the Site. Should IDEAL IMPACT become aware, discover, or based on reasonable evidence suspect the presence of Hazardous Materials or Mold, IDEAL IMPACT will immediately cease work in the affected area, and will promptly notify the CLIENT of the conditions discovered. Should IDEAL IMPACT stop work because of such discovery or suspicion of Hazardous Materials or Mold, then the CONTRACT Time will, should the CLIENT elect to choose to continue the Work after remedy thereof, be reasonably extended by Change Order to cover the period required for abatement, cleanup, or removal of the Hazardous Materials or Mold. IDEAL IMPACT will not be held responsible for any claims, damages, costs, or expenses of any kind associated with such period during which work has been stopped as a result of Hazardous Materials or Mold unless brought onto the Site(s) by IDEAL IMPACT or its Subcontractors. Notwithstanding anything in this CONTRACT to the contrary, any such event of discovery or remediation by CLIENT shall not constitute a default by CLIENT.

8.2 CLIENT's Representations and Responsibilities With Respect to Hazardous Materials. The CLIENT warrants and represents that to the best of the CLIENT's knowledge, other than as disclosed to IDEAL IMPACT in writing, there are no Hazardous Materials or Mold in or on the premises that will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by IDEAL IMPACT pursuant to this CONTRACT. The CLIENT further represents that the CLIENT has not retained IDEAL IMPACT to discover, inspect, investigate, identify, or remediate Hazardous Materials or Mold or conditions caused by Hazardous Materials or Mold. The CLIENT will be responsible for taking all necessary steps to correct, abate, clean up, or control Hazardous Materials or Mold not addressed by IDEAL IMPACT under this CONTRACT. In the event hazardous materials are discovered by IDEAL IMPACT, IDEAL IMPACT shall have an affirmative duty to immediately report to the CLIENT the existence of such materials. The CLIENT specifically agrees, to the extent allowed by state law, to indemnify and to hold IDEAL IMPACT, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of its



release of Hazardous Materials or Mold into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act, unless such release of Hazardous Materials or Mold into the air, soil, or any water system or water course is caused by or due to the negligence of IDEAL IMPACT.

SECTION 9. OWNERSHIP OF DESIGN MATERIALS AND INTELLECTUAL PROPERTY

9.1 Copies of Deliverables. The Deliverables (intellectual property of IDEAL IMPACT used for optimizing CLIENT's facilities and operation) are and shall remain the exclusive property of IDEAL IMPACT. CLIENT may retain the installed copies of the Deliverables for its records, but shall not use such copies for any purpose other than with respect to the Client Services without IDEAL IMPACT'S prior written consent. The Intellectual Property Rights, if any, relating to the Design Materials or the contents of or concepts embodied in the Design Materials shall remain with and belong to IDEAL IMPACT or its Subcontractors, as the case may be.

9.2 Delivery of Deliverables and As-built Drawings. Upon the date of termination of this CONTRACT, IDEAL IMPACT shall deliver to the CLIENT any Deliverables that have not been previously submitted to the CLIENT for that Energy Conservation Measure. Upon the date of Final Acceptance of the entire Project, IDEAL IMPACT may provide as-built drawings in an electronic format.

SECTION 10. GENERAL PROVISIONS

10.1 Warranty. IDEAL IMPACT warranties materials and workmanship for one year, starting the date of the installed material on CLIENT'S property.

10.2 Pursuant to Texas Government Code §2270.002 and §808.001, IDEAL IMPACT affirms that it does not boycott Israel and will not boycott Israel during the term of this CONTRACT.

10.3 Governing Law. This CONTRACT shall be governed by, enforced under and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles of any jurisdiction.

10.4 Attorney's Fees and Cost. In the event that either party hereto shall properly institute formal legal action as described in Section 8 above, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief which may be granted.

10.5 Waiver. The waiver by either party to this CONTRACT of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other or future defaults, under the same or different terms, conditions or covenants contained in this CONTRACT.

10.6 Integration. This CONTRACT constitutes the entire CONTRACTual relationship between the parties with respect to the subject matter of this CONTRACT and supersedes any oral or written proposals, statements, discussions, negotiations, or other CONTRACTs made prior to the CONTRACT. This CONTRACT may be amended at any time by mutual CONTRACT of the parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by an authorized representative of both parties.

10.7 Assignment. The performance of this CONTRACT may not be assigned or transferred by either party without the prior written consent of the other. However, IDEAL IMPACT may pledge or



assign its rights under the Payment Plan and CLIENT hereby consents to such pledge or assignment and will execute any all documents reasonably required by IDEAL IMPACT's assignee to evidence same.

10.8 Notices. All notices required to be given hereunder shall be in writing and shall be deemed delivered if (i) personally delivered, (ii) dispatched by certified or registered mail, return receipt requested, postage prepaid, or (iii) sent via a nationally-recognized overnight carrier, addressed to the parties as follows:

IDEAL IMPACT:

Ideal Impact, Inc.
1245 S. Main Street
Suite 140
Grapevine, TX 76051
ATTN: Wes McDaniel

KILGORE COLLEGE:

Kilgore College
1100 Broadway Blvd
Kilgore, TX 75662
ATTN: Ms. Brenda Kays

10.9 Concealed Conditions. IDEAL IMPACT shall immediately notify CLIENT if it encounters Concealed Conditions at the Site prior to significantly disturbing the same. If such Concealed Conditions cause an increase in IDEAL IMPACT's cost of, or time required for, performance of any part of the Work IDEAL IMPACT and CLIENT shall agree, by Change Order, on how to proceed and the extent of any adjustment to the time required for performance of the Work and to the CONTRACT Sum.

10.10 Cooperation. Each Party will cooperate with and assist the other Party, its advisors, consultants, attorneys, employees, agents, and representatives, at all times during the CONTRACT Time so as to complete the CONTRACT Services in an efficient, timely, and economical manner.

10.11 Felony Conviction Notice. Pursuant to Texas Education Code Section 44.034, IDEAL IMPACT must give advance written notice to the CLIENT if an owner or operator of IDEAL IMPACT has been convicted of a felony. IDEAL IMPACT represents and warrants that no owner, operator, shareholder, officer or director of IDEAL IMPACT has been convicted of a felony. Should it become known to IDEAL IMPACT that any IDEAL IMPACT owner, operator, shareholder, officer or director is convicted of a felony while this CONTRACT is in effect, IDEAL IMPACT will notify the CLIENT of such conviction.

10.12 Criminal History Record Checks. Pursuant to Texas Education Code Chapter 22, IDEAL IMPACT will comply with and obtain all required criminal history information with respect to IDEAL IMPACT's "covered employees." Upon request by CLIENT, IDEAL IMPACT will provide, in writing: updated certifications and the names and any information regarding employees coming onto CLIENT'S property or having access to any BAS passwords, tools, coding or records, including electronic records, so that CLIENT may obtain criminal history record information on the covered employees before assignment to this project. IDEAL IMPACT will assume all expenses associated with obtaining such criminal history record information. If the CLIENT objects to the assignment of any IDEAL IMPACT covered employee on the basis of criminal history record information, IDEAL IMPACT agrees to immediately prohibit using such covered employee.



10.13 Equal Opportunity Employment. IDEAL IMPACT and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex or national origin.

10.14 Counterparts. This CONTRACT may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one CONTRACT. To evidence the fact that it has executed this CONTRACT, a party may send a copy of its executed counterpart to the other party by electronic transmission (including, without limitation, via email or facsimile) and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on this ____ day of _____, 2024.

IDEAL IMPACT:

IDEAL IMPACT, INC.

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

KILGORE COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

SPRING 2024 CONSTRUCTION PROJECTS UPDATE

DR. MIKE JENKINS

EXECUTIVE VICE PRESIDENT – INTERNAL COLLABORATION & STRATEGIC INITIATIVES



Pedestrian Bridge

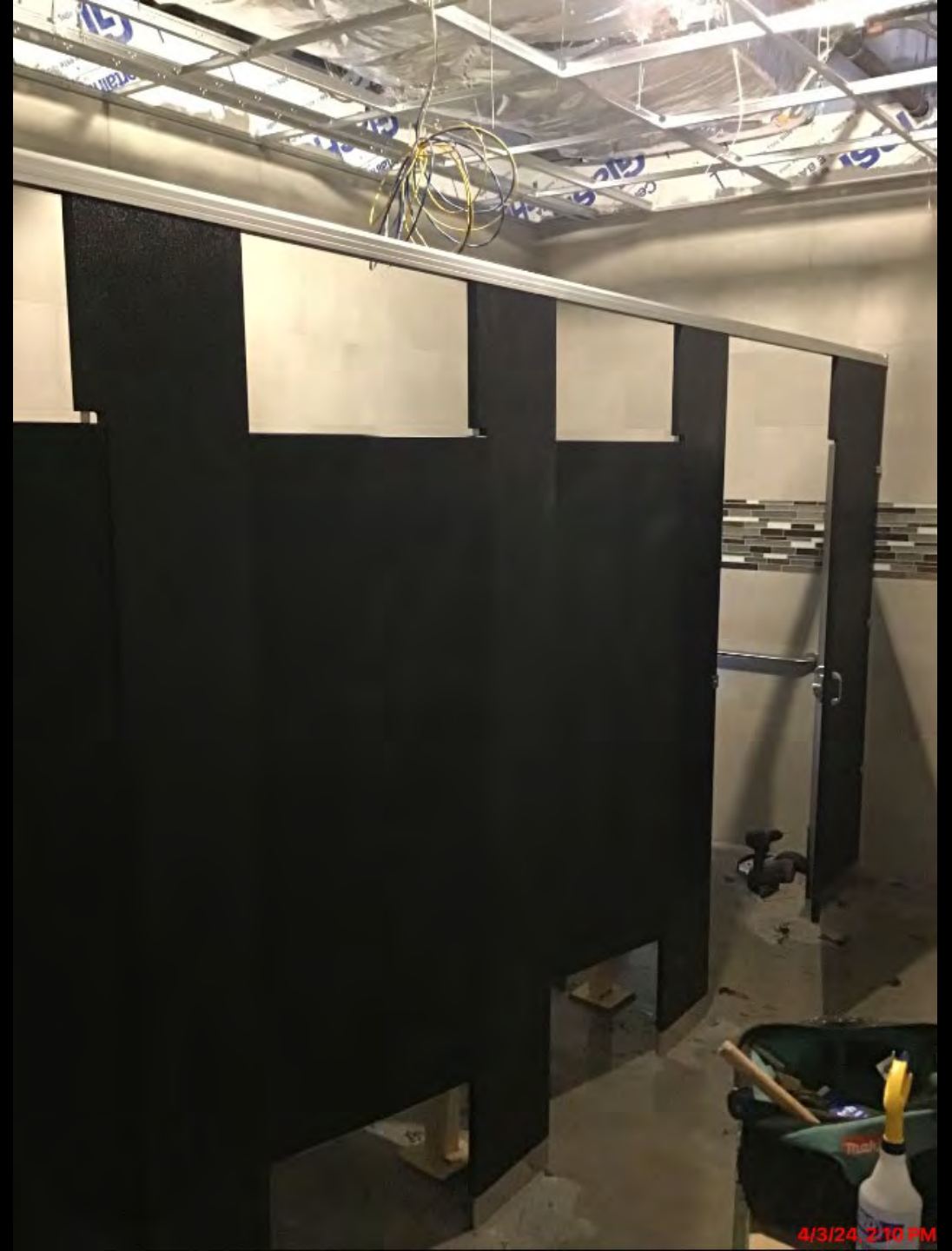




Health Science Education Center







4/3/24, 2:10 PM







KILGORE COLLEGE
TRANSPORTATION INSTITUTE

DRIVER TRAINING TRACK

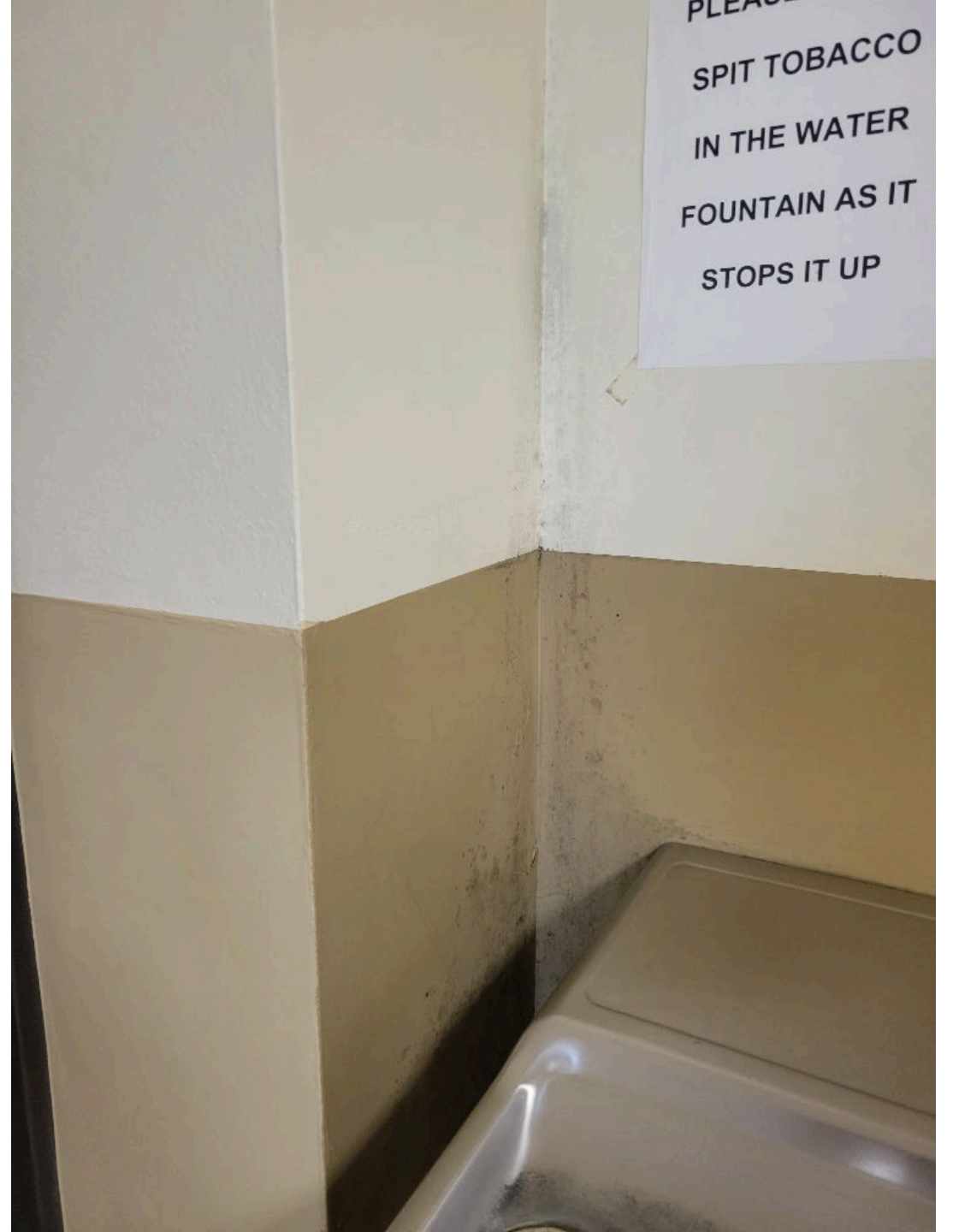


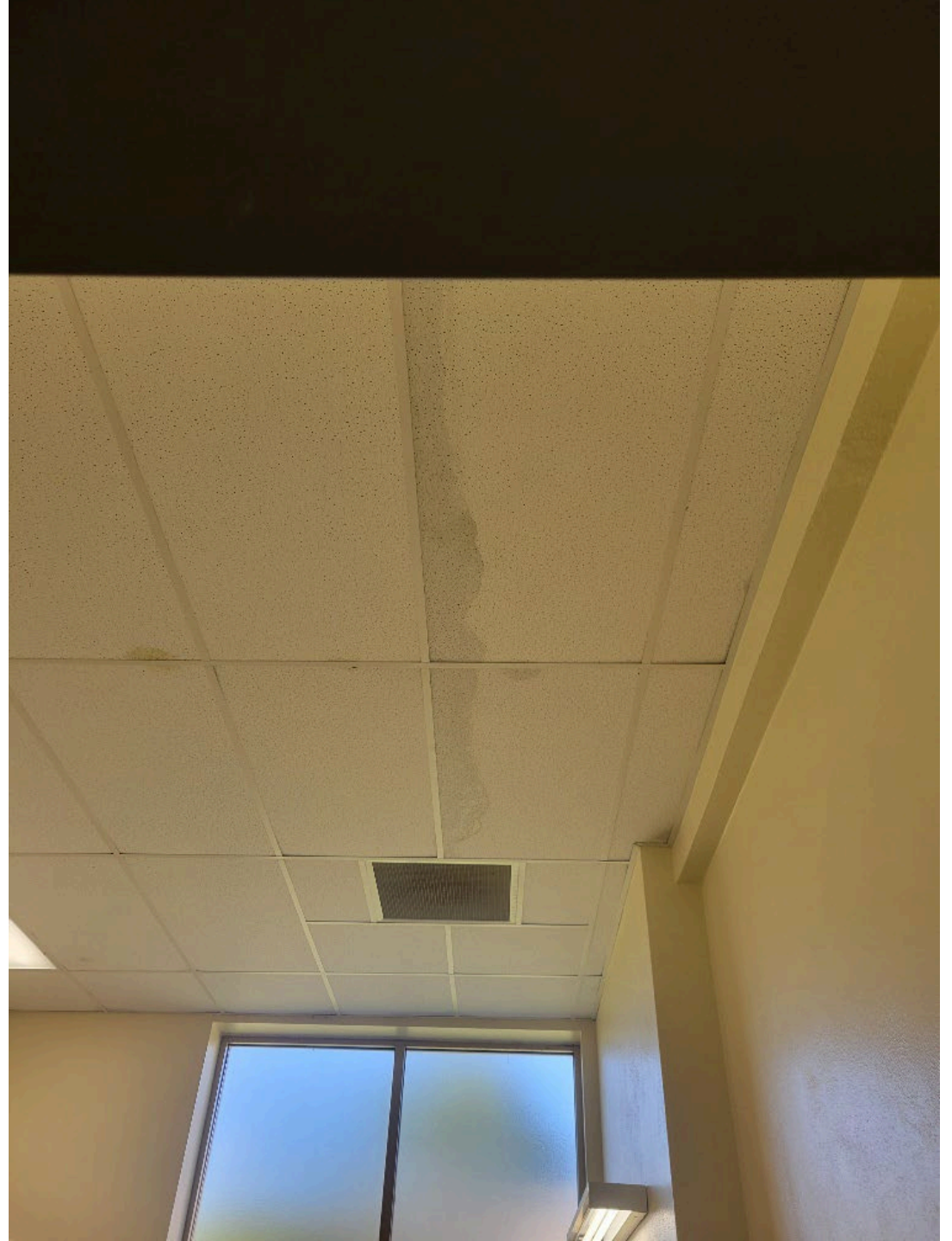






Student Support Building
est. 1941













March 18, 2024

Re: Kilgore College Joe M. Hendrix Bldg
300 South High St
Longview, TX 75601

Security System

Rodney

I am pleased to submit our proposal to perform installation of the office security system at the above-referenced facility. Pye Barker will provide the security system panel, motions, glass breaks and exterior office door contacts. Security System will have keypads at exterior doors as well as security office. Labor, and wire is included for project. Permit is included. Our proposal includes all labor and material required to perform the job per NFPA codes. Security System Installation

- Furnish and Install (1) Security Control Panel
- Furnish and Install (2) Keypads
- Furnish and Install (6) Motions
- Furnish and Install (4) Glass Breaks
- Furnish and Install (6) Door Contacts
- Furnish and Install all Required Cable
- Provide labor for installation.
- Provide customer with Training of system upon completion.

The price for installation of the above scope of work is Eight Thousand Six Hundred and Nineteen Dollars & 60/100 cents (\$8,619.60) tax not included.

Exclusions and Clarifications

- Any work not in scope above will be in addition to price below.
- All work will be performed per NFPA 72 standards.
- Outside monitoring not included
- All work is to be performed during normal business hours 7am-4pm.
- The quoted price is firm for *30 days. Our proposal is based on current market prices. We reserve the right to increase or decrease our price if market changes occur after *30 days.
- Price does not include applicable taxes.
- Installation schedule to be agreed upon by both parties.
- 120 vac power provided by others.
- The proposal does not include patch and paint.
- Our proposal does not include Insurance requirements more than those already in place.
- Delays or additional mobilizations caused by the owner or contractor will be charged additionally.

Signed By: _____

Our terms are Net 30 days with (W.A.C.).
If you have any questions, please call 903-216-4718 or 214.390.5424.

ACR-2326761 ■ ECR-2329916 ■ SCR-G-2329912 ■ 822999101

PyeBarkerFire.com

(800) 927-8610

North Texas Office

2828 Interstate 30 East Ste. 104
Mesquite, TX 75150

PH 214-390-5424

East Texas Office

2700 S. Main St.
Lindale, TX 75771

PH 903-648-6777





Ryan Brown

Standard Terms and Conditions

(1) Pye Barker Fire and Safety LLC, hereafter referred to as PB, liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. PB shall not, under any circumstances, be liable for any labor charges without the prior written consent of PB. PB shall not, in any event, be liable, whether because of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or punitive damages, including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If PB furnishes Customer with advice or other assistance which concerns any labor, equipment, goods, or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

(2) Any liabilities of any sort will not exceed the price of the project attached hereto this document.

(3) All work to be performed by PB will be performed during normal working hours (8:00am to 5:00 pm local time) of normal working days (Monday through Friday, excluding holidays), unless additional times are specifically described in a special provision to this Agreement.

(4) PB shall not be responsible for failure to render services due to causes beyond its control including but not limited to work stoppages, fires, civil disobedience, riots, acts of God, or any other cause beyond the control of PB.

(5) In the event Customer requires PB to delay service or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. PB shall have the right to deliver any portion of the equipment, goods, material, or service to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such an event, PB may store such a portion of the equipment, goods, or material ready for shipment at the Customer's risk and expense.

(6) The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which PB shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.

(7) The Customer agrees to; provide access to the covered systems to be serviced; provide ladders, lifts, and any other equipment necessary for PB to access the covered systems to be serviced; supply suitable electrical service; provide a safe work environment; to make payments as provided in this agreement

(8) When installation of the equipment, goods or material herein is required specifically as a part of this order, such installation work shall be performed only during usual working hours unless otherwise stated herein.

(9) All skilled or common labor, which may be furnished by the Customer, shall be considered, and treated as Customer's own employees, and Customer agrees to fully protect and indemnify PB against all claims for accidents, all losses, damages, or injuries to such employees during the work, or to any person or persons through the negligence of such employees.

(10) This Agreement will begin on the Agreement Date indicated on the front page and continue for an initial term of one (1) year and continue thereafter from year to year unless terminated. The Customer or PB may terminate this Agreement at the end of any service year by giving thirty (30) days written notice to the other party.

(11) Customer agrees to pay PB (Contractor) all the sums due under this proposal in accordance with the terms specified. Debtor hereby grants a security interest to Secured Party in all equipment, goods and material described on the reverse side of this proposal as security for the indebtedness created hereunder and any other indebtedness due Secured Party by Debtor. On default of any payment by Debtor to Secured Party, and at Secured Party's option the entire balance shall become immediately due and payable and Secured Party shall have the right to foreclose and resell the said equipment, goods, and material in accordance with the Provisions of the Texas Business and Commerce Code (Uniform Commercial Code) at public or private sale.

(12) Pricing is valid for only 30 days from the date of the attached quote. Please call for a revised quote if older than 30 days.

(13) All Terms are NET 30 days unless otherwise stated. Payable in US dollars. MasterCard and Visa credit payments are taken.

(14) Warning; Despite frequent testing, and due to, but not limited to, any or all of the following: criminal tampering, electrical or communications disruption, it is possible for the system to fail to perform as expected. PB does not represent that the product or system will prevent any personal injury or property loss by burglary, robbery, fire, or otherwise but it is not insurance or a guarantee that these events will not occur. Consequently, PB shall have no liability for any personal injury, property damage, or other loss based on a claim that the product or the serviced systems failed to give warning. Therefore, the customers should take all precautions for his or her safety including, but not limited to, fleeing the premises, and calling the police or fire department, to mitigate the possibilities of harm and or damage.

ACR-2326761 ■ ECR-2329916 ■ SCR-G-2329912 ■ B22999101

PyeBarkerFire.com

(800) 927-8610

North Texas Office

2828 Interstate 30 East Ste. 104
Mesquite, TX 75150

PH 214-390-5424

East Texas Office

2700 S. Main St.
Lindale, TX 75771

PH 903-648-6777

75 YEARS OF
SERVICE



March 18, 2024

**Re: Kilgore College Joe M. Hendrix Bldg.
300 South High St
Longview, TX 75601**

Fire Alarm System

I am pleased to submit our budget proposal to install the fire alarm system for the above-referenced project. The proposal includes installing a fire alarm system that will monitor the fire sprinkler riser controls as well as a smoke detector above all fire panels and a pull station by fire panel. Audible and visual notification will be provided inside all areas of the building that is required. The fire alarm systems will have the capability to expand if needed at a later date. Our proposal includes all labor and material required to perform the job per NFPA codes.

Our proposal includes the following scope of work.

- Furnish and Install (1) Silent Knight Addressable Fire Alarm Control Panel
- Furnish and Install (1) Silent Knight Annunciator
- Furnish and Install (8) Addressable Smoke Detectors and Low Frequency Bases
- Furnish and Install (1) Addressable Pull Station
- Furnish and Install (6) Addressable Monitor Modules
- Furnish and Install (12) Addressable Duct Detectors
- Furnish and Install (16) Addressable Relays
- Furnish and Install (56) Ceiling Mount Horn Strobes
- Furnish and Install (24) Ceiling Mount Strobes
- Furnish and Install (1) Weatherproof Horn Strobes
- Furnish and Install all Back Up Batteries on Fire Alarm System
- Furnish and Install all Required Cable
- Furnish and Install all Required Boxes and T-Bars
- Provide Cellular Dialer for Outside Monitoring
- Provide all boxes for scope.
- Provide all Surge Protection for Fire Alarm Panel
- Provide customer with Training of system upon completion.
- Provide new AS Built drawings of the new fire system.
- Provide Submittals, Permits with Fire Marshall

The price to install the fire alarm system as stated above is Fifty-Nine Thousand One Hundred & Sixty-One Dollars (\$59,161.00) taxes not included.

Exclusions and Clarifications

- ***If the city of AHJ requires more than scope of work, then the price will be agreed upon by both parties.***
- ***Any work not in scope above will be in addition to price below.***
- ***Monitoring contract not included.***

(800) 927-8610

2828 Interstate 30 East Ste. 104
Mesquite, TX 75150

PH 214-390-5424

2700 S. Main St.
Lindale, TX 75771

PH 903-648-6777



ACR-2326761 ■ ECR-2329916 ■ SCR-G-2329912 ■ B22999101

PyeBarkerFire.com

North Texas Office

East Texas Office



- Shutdown termination on hvac units provided by others.
- All work will be performed per NFPA 72 standards.
- All work is to be performed during normal business hours 7am-4pm.
- The quoted price is firm for *30 days. Our proposal is based on current market prices. We reserve the right to increase or decrease our price if market changes occur after *30 days.
- Price does not include applicable taxes.
- 120- volt power to panels to be provided by others.
- Installation schedule to be agreed upon by both parties.
- The proposal does not include patch and paint.
- Our proposal does not include Insurance requirements more than those already in place.
- Delays or additional mobilizations caused by the owner or contractor will be charged additionally.

Signed By: _____

Our terms are Net 30 days with (W.A.C.).

If you have any questions, please call 903-216-4718 or 214.390.5424.

Ryan Brown

Standard Terms and Conditions

(1) Pye Barker Fire and Safety LLC, hereafter referred to as PB, liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. PB shall not, under any circumstances, be liable for any labor charges without the prior written consent of PB. PB shall not, in any event, be liable, whether because of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or punitive damages, including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If PB furnishes Customer with advice or other assistance which concerns any labor, equipment, goods, or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

(2) Any liabilities of any sort will not exceed the price of the project attached hereto this document.

(3) All work to be performed by PB will be performed during normal working hours (8:00am to 5:00 pm local time) of normal working days (Monday through Friday, excluding holidays), unless additional times are specifically described in a special provision to this Agreement.

(4) PB shall not be responsible for failure to render services due to causes beyond its control including but not limited to work stoppages, fires, civil disobedience, riots, acts of God, or any other cause beyond the control of PB.

(5) In the event Customer requires PB to delay service or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. PB shall have the right to deliver any portion of the equipment, goods, material, or service to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such an event, PB may store such a portion of the equipment, goods, or material ready for shipment at the Customer's risk and expense.

(6) The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which PB shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.

(7) The Customer agrees to; provide access to the covered systems to be serviced; provide ladders, lifts, and any other equipment necessary for PB to access the covered systems to be serviced; supply suitable electrical service; provide a safe work environment; to make payments as provided in this agreement

(8) When installation of the equipment, goods or material herein is required specifically as a part of this order, such installation work shall be performed only during usual working hours unless otherwise stated herein.

ACR-2326761 ■ ECR-2329916 ■ SCR-G-2329912 ■ B22999101

PyeBarkerFire.com

North Texas Office

East Texas Office



(800) 927-8610

2828 Interstate 30 East Ste. 104

2700 S. Main St.



Mesquite, TX 75150

Lindale, TX 75771

PH 214-390-5424

PH 903-648-6777

(9) All skilled or common labor, which may be furnished by the Customer, shall be considered, and treated as Customer's own employees, and Customer agrees to fully protect and indemnify PB against all claims for accidents, all losses, damages, or injuries to such employees during the work, or to any person or persons through the negligence of such employees.

(10) This Agreement will begin on the Agreement Date indicated on the front page and continue for an initial term of one (1) year and continue thereafter from year to year unless terminated. The Customer or PB may terminate this Agreement at the end of any service year by giving thirty (30) days written notice to the other party.

(11) Customer agrees to pay PB (Contractor) all the sums due under this proposal in accordance with the terms specified. Debtor hereby grants a security interest to Secured Party in all equipment, goods and material described on the reverse side of this proposal as security for the indebtedness created hereunder and any other indebtedness due Secured Party by Debtor. On default of any payment by Debtor to Secured Party, and at Secured Party's option the entire balance shall become immediately due and payable and Secured Party shall have the right to foreclose and resell the said equipment, goods, and material in accordance with the Provisions of the Texas Business and Commerce Code (Uniform Commercial Code) at public or private sale.

(12) Pricing is valid for only 30 days from the date of the attached quote. Please call for a revised quote if older than 30 days.

(13) All Terms are NET 30 days unless otherwise stated. Payable in US dollars. MasterCard and Visa credit payments are taken.

(14) Warning; Despite frequent testing, and due to, but not limited to, any or all of the following: criminal tampering, electrical or communications disruption, it is possible for the system to fail to perform as expected. PB does not represent that the product or system will prevent any personal injury or property loss by burglary, robbery, fire, or otherwise but it is not insurance or a guarantee that these events will not occur. Consequently, PB shall have no liability for any personal injury, property damage, or other loss based on a claim that the product or the serviced systems failed to give warning. Therefore, the customers should take all precautions for his or her safety including, but not limited to, fleeing the premises, and calling the police or fire department, to mitigate the possibilities of harm and or damage.

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Lindale, TX 75771

PH 903-648-6777



February 29, 2024

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

Dear Dr. Kays:

RE: 2023 Tax Abatement Compliance

Kilgore Economic Development staff members have inspected the tax and employment records of the following companies. The KEDC Board of Directors, with the best of its knowledge, has recommended these companies be ruled in compliance with current tax abatements:

- Orgill, Inc/Hammer Time Owner (TX) LP/Ryder Truck Rental, Inc.
- Skeeter Products, Inc. (Phase I)
- WAGNERTUNING, Inc.

At its regular meeting on February 27, 2024, the City of Kilgore Council ruled these companies in compliance. Enclosed is the Tax Abatement/Job Creation Summary that Council used in its evaluation and ruling. Also enclosed are the official Certificates of Compliance that the City of Kilgore issued.

Copies of the certificates listed above will be sent to Gregg County Appraisal District. GCAD will use this information to determine taxable values for the year of 2024.

We would be happy to present this information to the Board of Trustees, at your request. Should you have any questions or need additional information, please do not hesitate to contact me at (903) 983-3522.

Respectfully,

A handwritten signature in black ink that reads "Lisa Denton".

Lisa Denton MEDP EDFP PCED
Executive Director

Cc: Mr. Lon Ford
President – Board of Trustees
1100 Broadway Blvd
Kilgore, TX 75662

KILGORE ECONOMIC DEVELOPMENT CORPORATION
903.983.3522 | Fax: 903.984.2746 | info@kilgore-edc.com
1001 Synergy Blvd., Suite 100, Kilgore, Texas 75662
www.kilgore-edc.com

**CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE
WITH TAX ABATEMENT AGREEMENT**

BETWEEN

**CITY OF KILGORE
AND
ORGILL, INC./HAMMER TIME OWNER (TX) LP/Ryder TRUCK
RENTAL, INC.
RZ 2018-1**

RZ DESIGNATION DATE:
6-26-2018

RZ EXPIRATION DATE:
6-26-2023

**TAX ABATEMENT AGREEMENT EZ
DATED: 8/10/2018**

CURRENT YEAR: 5 (2024)

PERCENTAGE OF ABATEMENT: 100%

This company is X / is not in compliance with the terms
and conditions of the Tax Abatement Agreement.



R. E. Spradlin III, Mayor

2/27/2024
Date

**CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE
WITH TAX ABATEMENT AGREEMENT**

BETWEEN

CITY OF KILGORE
AND
WAGNER TUNING, INC.
RZ 2019-06-11 #1

RZ DESIGNATION DATE:
6-11-2019

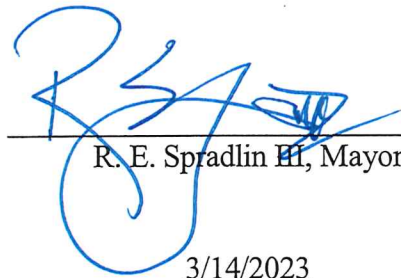
RZ EXPIRATION DATE:
6-11-2029

TAX ABATEMENT AGREEMENT EZ
DATED: 6/11/2019

CURRENT YEAR: 3 (202³)

PERCENTAGE OF ABATEMENT: 50%

This company is X / is not in compliance with the terms
and conditions of the Tax Abatement Agreement.



R. E. Spradlin III, Mayor
3/14/2023
Date

**CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE
WITH TAX ABATEMENT AGREEMENT**

BETWEEN

**CITY OF KILGORE
AND
SKEETER PRODUCTS, INC.
RZ 6**

RZ DESIGNATION DATE:
1/24/2023

RZ EXPIRATION DATE:
1/24/2028

**TAX ABATEMENT AGREEMENT EZ
DATED: 2/20/2023**

CURRENT YEAR: 1 (2024)

PERCENTAGE OF ABATEMENT: 100%

This company is X / is not in compliance with the terms
and conditions of the Tax Abatement Agreement.



R. E. Spradlin III, Mayor

2/27/24
Date

Gregg County
Tax Abatement / Job Creation Summary
As of 12-31-23

| Company Name | First Year of Abatement | Current Year | Length of Abatement | Percent Abated | Jobs | | | | Investment | | | | Compliance This Year? | Investment Over & Above | Total Exceeded | Jobs | |
|--|-------------------------|--------------|---------------------|----------------|-----------|--------------------|------------|---------------------|------------------------------------|------------------------------------|------------|----------------------------------|-----------------------|------------------------------|----------------|------------------|------|
| | | | | | Base Jobs | Jobs to be Created | Prior To | Actual Job Creation | Base Investment | Required Investment | Prior To | Actual Investment | | | | Over | Over |
| Orgill, Inc. (Tifton, GA-Competition) | 2019 | 5 | 10 | 100% | 224 | 83 | 12/31/2029 | 388 *326 w/hours | R= \$17,995,000 P= \$44,496,840 | R= \$15,100,000 P= \$14,000,000 | 12/31/2029 | R=\$58,692,700 P=\$32,597,180 | Yes | \$43,592,700 \$18,597,180 | \$62,189,880 | 81 19 w/hours | |
| WagnerTuning, Inc. (Athens, TX-Competition) | 2020 | 4 | 10 | 50% | 0 | 30 | 12/31/2030 | 5 | R=\$180,320 P=\$0 | R=\$4,325,000 P=\$1,700,000 | 12/31/2030 | R=\$5,532,860 P=\$629,144 | Yes | \$1,027,540 | \$1,027,540 | | |
| | | | | | | | | | | | | | | | \$63,217,420 | 81 | |

R= Real
P= Personal

Chapter 381 Compliance

| Company Name | First Year of Rebate | Current Year | Length of Rebate | Percent Rebated | Jobs | | | | Investment | | | | Compliance This Year? | Investment Over & Above | Total Exceeded | Jobs Over | Add'l Investment = Substitute Jobs # |
|--|----------------------|--------------|------------------|-----------------|-----------|--------------------|-----------|---------------------|----------------------|--------------------------------|-----------|--------------------------------|-----------------------|-------------------------|----------------|-----------|--------------------------------------|
| | | | | | Base Jobs | Jobs to be Created | Prior To | Actual Job Creation | Base Investment | Required Investment | Prior To | Actual Investment | | | | | |
| Skeeter Products, Inc (Lebanon, MO-Competition) | 2023 | 1 | 6 | 100% | 350 | 7 | 2/20/2026 | 346 FTE's | R=\$838,000 P=\$0 | R=\$3,230,000 P=\$3,502,000 | 2/20/2026 | R-\$3,175,612 P=\$5,415,632 | Yes | \$1,913,632 | \$1,859,244 | | 21 replacing shortage |

City of Kilgore
Tax Abatement / Job Creation Summary
As of 12-31-23

| | | | | | Jobs | | | | Investment | | | | | | | | |
|-----------------------|-------------------------|--------------|---------------------|----------------|-----------|--------------------|------------|---------------------|------------------------------------|------------------------------------|------------|----------------------------------|-----------------------|-----------------------------|----------------|------------------|--------------------------------------|
| Company Name | First Year of Abatement | Current Year | Length of Abatement | Percent Abated | Base Jobs | Jobs to be Created | Prior To | Actual Job Creation | Base Investment | Required Investment | Prior To | Actual Investment | Compliance This Year? | Investment Over & Above | Total Exceeded | Jobs Over | Add'l Investment = Substitute Jobs # |
| Orgill, Inc. | 2019 | 5 | 10 | 100% | 224 | 83 | 12/31/2029 | 388 326 w/hours | R= \$17,995,000 P= \$44,496,840 | R= \$15,100,000 P= \$14,000,000 | 12/31/2029 | R=\$76,687,700 P=\$66,212,980 | Yes | \$43,592,700 \$7,716,140 | \$51,308,840 | 81 19 w/hours | |
| Skeeter Products, Inc | 2023 | 1 | 6 | 100% | 350 | 7 | 2/20/2026 | 346 FTE's | R=\$838,000 P=\$0 | R=\$3,230,000 P=\$3,502,000 | 2/20/2026 | R-\$3,175,612 P=\$5,415,632 | Yes | \$1,913,632 | \$1,859,244 | | 21 replacing shortage |
| WagnerTuning, Inc. | 2020 | 4 | 10 | 50% | 0 | 30 | 12/31/2030 | 5 | R=\$180,320 P=\$0 | R=\$4,325,000 P=\$1,700,000 | 12/31/2030 | R=\$5,532,860 P=\$629,144.49 | Yes | \$1,027,540 | \$1,027,540 | | |
| | | | | | | | | | | | | | | | 54,195,624 | 81 | |

R= Real
P= Personal



Kilgore College
January Financial Snapshot
Fiscal Year 2024 (September 1, 2023 to August 31, 2024)
Revenues and Expenses from Operations - Excludes Auxillary

| | FY 2023 Actual | 1/31/2024 | Budget Variance | FY 2024 Budget | % of Annual Budget |
|--|------------------------|------------------------|-----------------------|---------------------|--------------------|
| Credit Tuition | | | | | |
| In-District Tuition | \$1,085,230.85 | \$863,907.30 | (\$351,093) | \$1,215,000 | 71% |
| Out of District Tuition | \$2,560,230.35 | \$2,103,446.30 | (\$906,554) | \$3,010,000 | 70% |
| Out of State Tuition (Texas Non-Resident) | \$320,471.10 | \$216,318.70 | (\$148,681) | \$365,000 | 59% |
| Early Admission/Dual Credit | \$1,836,586.70 | \$1,646,575.68 | \$872,876 | \$773,700 | 213% |
| Total Credit Tuition: | \$5,802,519.00 | \$4,830,247.98 | (\$533,452) | \$5,363,700 | 90% |
| Course and Special Fees | | | | | |
| General Education Fee | \$2,860,707.50 | \$2,500,651.90 | (\$839,348) | \$3,340,000 | 75% |
| Out of District Fee | \$4,328,824.75 | \$3,870,389.99 | (\$779,610) | \$4,650,000 | 83% |
| Course Fees | \$1,825,608.30 | \$2,163,999.60 | (\$156,000) | \$2,320,000 | 93% |
| All Other Fees | \$988,042.34 | \$1,318,839.05 | (\$453,581) | \$1,772,420 | 74% |
| Total Course and Special Fees: | \$10,003,182.89 | \$9,853,880.54 | (\$2,228,539) | \$12,082,420 | 82% |
| State Appropriations | | | | | |
| State Appropriations - Formula Funding | \$9,654,902.00 | \$6,889,364.98 | (\$6,889,365) | \$13,778,730 | 50% |
| State Appropriations - Dual Credit FAST Funding | \$0.00 | \$0.00 | (\$376,300) | \$376,300 | |
| State Appropriations - Teacher Retirement System TRS/ORP | \$102,514.01 | \$31,383.93 | (\$58,616) | \$90,000 | 35% |
| Total State Appropriations: | \$9,757,416.01 | \$6,920,748.91 | (\$7,324,281) | \$14,245,030 | 49% |
| District Ad-Valorem Property Taxes | | | | | |
| Property Tax Revenues M&O | \$6,808,372.04 | \$4,891,709.08 | (\$2,428,683) | \$7,320,392 | 67% |
| Property Tax Revenues I&S | \$1,010,168.51 | \$1,207,088.69 | (\$630,235) | \$1,837,324 | 66% |
| Delinquent Tax Collections | \$178,559.63 | \$59,157.24 | (\$40,843) | \$100,000 | 59% |
| Total Ad-Valorem Tax Collections: | \$7,997,100.18 | \$6,157,955.01 | (\$3,099,761) | \$9,257,716 | 67% |
| Other Revenue from Operations | | | | | |
| Indirect Cost Recovery (from grants/contracts) | \$90,296.63 | \$26,625.71 | (\$23,374) | \$50,000 | 53% |
| Interest/Investment Income | \$1,496,266.67 | \$711,208.08 | (\$347,391) | \$1,058,599 | 67% |
| Continuing Education | \$2,238,074.91 | \$1,101,663.41 | (\$1,424,737) | \$2,526,400 | 44% |
| Other Revenue from Operations | \$3,303,295.50 | \$195,830.61 | (\$37,169) | \$233,000 | 84% |
| KC Plant Fund Reserves for Capital Improvements | \$11,367,450.00 | \$500,000.00 | \$0 | \$500,000 | 100% |
| Total Other Revenue from Operations: | \$18,495,383.71 | \$2,535,327.81 | (\$1,832,671) | \$4,367,999 | 58% |
| Total Revenues | \$52,055,601.79 | \$30,298,160.25 | (\$15,018,705) | \$45,316,865 | 67% |
| Operating Expenses | | | | | |
| Salaries & Wages | \$18,569,212.69 | \$8,199,746.20 | \$13,252,536 | \$21,452,282 | 38% |
| Employee Benefits | \$4,024,429.29 | \$1,003,109.98 | \$1,621,239 | \$2,624,349 | 38% |
| Other Operating Expenses | \$14,529,697.23 | \$5,012,620.57 | \$10,772,571 | \$15,785,192 | 32% |
| Debt Service - SECO Loans | \$1,049,898.36 | \$233,411.01 | \$1,603,913 | \$1,837,324 | 13% |
| Capital Budget | \$12,005,450.00 | \$3,299,299.00 | \$0 | \$3,299,299 | 100% |
| Employee Raises | \$0.00 | \$0.00 | \$68,928 | \$68,928 | 0% |
| Total Expenses | \$50,178,687.57 | \$17,748,186.76 | \$27,319,188 | \$45,067,375 | 39% |
| Net Income/(Loss) | \$1,876,914.22 | \$12,549,973.49 | \$12,300,483 | \$249,490 | |



Kilgore College
January Financial Snapshot
Fiscal Year 2024 (September 1, 2023 to August 31, 2024)
Revenues and Expenses from Auxiliary Enterprises (Grouped)

| | FY 2023 Actual | 1/31/2024 | Budget Variance | FY 2024 Budget | % of Annual Budget |
|---|----------------------|-----------------------|--------------------|----------------------|--------------------|
| Campus Life Revenues | \$2,438,271 | \$2,404,382.26 | (\$237,924) | \$2,642,306 | 91.0% |
| Campus Life Expenses | \$1,704,530 | \$796,354.19 | \$959,219 | \$1,755,573 | 45.4% |
| Net Student Housing Activity | \$733,741 | \$1,608,028.07 | \$721,295 | \$886,733 | |
| Campus Store Revenues | \$1,731,260 | \$693,161.58 | (\$1,884,938) | \$2,578,100 | 26.9% |
| Campus Store Expenses | \$1,626,184 | \$512,211.62 | \$1,536,079 | \$2,048,291 | 25.0% |
| Net Bookstore Activity | \$105,076 | \$180,949.96 | (\$348,859) | \$529,809 | |
| Rangerette Showcase Revenues | \$86,460 | \$32,498.48 | (\$124,302) | \$156,800 | 20.7% |
| Rangerette Showcase Expenses | \$57,070 | \$81,534.91 | \$54,223 | \$135,758 | 60.1% |
| Net Rangerette Showcase Activity | \$29,391 | (\$49,036.43) | (\$70,078) | \$21,042 | |
| KCEXCEL Health Club Revenues | \$39,360 | \$23,890.27 | (\$238,010) | \$261,900 | 9.1% |
| KCEXCEL Health Club Expenses | \$176,735 | \$77,523.47 | \$134,977 | \$212,500 | 36.5% |
| Net Parks Fitness Center Activity | (\$137,374) | (\$53,633.20) | (\$103,033) | \$49,400 | |
| East Texas Oil Museum Revenues | \$166,079 | \$40,681.42 | (\$151,828) | \$192,509 | 21.1% |
| East Texas Oil Museum Expenses | \$167,771 | \$78,434.48 | \$103,834 | \$182,268 | 43.0% |
| Net East Texas Oil Museum Activity | (\$1,692) | (\$37,753.06) | (\$47,994) | \$10,241 | |
| RangerPRINT Revenues | \$225,004 | \$93,859.97 | (\$696,140) | \$790,000 | 11.9% |
| RangerPRINT Expenses | \$831,006 | \$347,790.91 | \$426,209 | \$774,000 | 44.9% |
| Net Printshop Activity | (\$606,002) | (\$253,930.94) | (\$269,931) | \$16,000 | |
| Athletics Revenues | \$78,494 | \$69,775.55 | (\$45,378) | \$115,154 | 60.6% |
| Athletics Expenses | \$1,771,945 | \$1,050,278.09 | \$827,591 | \$1,877,869 | 55.9% |
| Net Athletics Activity | (\$1,693,450) | (\$980,502.54) | \$782,212 | (\$1,762,715) | |
| Total Net Auxiliary Services Activity: | (\$1,570,311) | \$414,121.86 | \$663,612 | (\$249,490) | |



Kilgore College
February Financial Snapshot
Fiscal Year 2024 (September 1, 2023 to August 31, 2024)
Revenues and Expenses from Operations - Excludes Auxillary

| | FY 2023 Actual | 2/29/2024 | Budget Variance | FY 2024 Budget | % of Annual Budget |
|--|------------------------|------------------------|----------------------|---------------------|--------------------|
| Credit Tuition | | | | | |
| In-District Tuition | \$1,085,230.85 | \$861,851.05 | (\$353,149) | \$1,215,000 | 71% |
| Out of District Tuition | \$2,560,230.35 | \$2,092,729.70 | (\$917,270) | \$3,010,000 | 70% |
| Out of State Tuition (Texas Non-Resident) | \$320,471.10 | \$218,198.45 | (\$146,802) | \$365,000 | 60% |
| Early Admission/Dual Credit | \$1,836,586.70 | \$1,644,109.83 | \$870,410 | \$773,700 | 212% |
| Total Credit Tuition: | \$5,802,519.00 | \$4,816,889.03 | (\$546,811) | \$5,363,700 | 90% |
| Course and Special Fees | | | | | |
| General Education Fee | \$2,860,707.50 | \$2,492,678.10 | (\$847,322) | \$3,340,000 | 75% |
| Out of District Fee | \$4,328,824.75 | \$3,856,963.34 | (\$793,037) | \$4,650,000 | 83% |
| Course Fees | \$1,825,608.30 | \$2,156,677.35 | (\$163,323) | \$2,320,000 | 93% |
| All Other Fees | \$988,042.34 | \$1,581,440.91 | (\$190,979) | \$1,772,420 | 89% |
| Total Course and Special Fees: | \$10,003,182.89 | \$10,087,759.70 | (\$1,994,660) | \$12,082,420 | 83% |
| State Appropriations | | | | | |
| State Appropriations - Formula Funding | \$9,654,902.00 | \$10,334,047.47 | (\$3,444,683) | \$13,778,730 | 75% |
| State Appropriations - Dual Credit FAST Funding | \$0.00 | \$0.00 | (\$376,300) | \$376,300 | |
| State Appropriations - Teacher Retirement System TRS/ORP | \$102,514.01 | \$39,242.17 | (\$50,758) | \$90,000 | 44% |
| Total State Appropriations: | \$9,757,416.01 | \$10,373,289.64 | (\$3,871,740) | \$14,245,030 | 73% |
| District Ad-Valorem Property Taxes | | | | | |
| Property Tax Revenues M&O | \$6,808,372.04 | \$6,572,531.55 | (\$747,860) | \$7,320,392 | 90% |
| Property Tax Revenues I&S | \$1,010,168.51 | \$1,623,447.56 | (\$213,876) | \$1,837,324 | 88% |
| Delinquent Tax Collections | \$178,559.63 | \$79,508.42 | (\$20,492) | \$100,000 | 80% |
| Total Ad-Valorem Tax Collections: | \$7,997,100.18 | \$8,275,487.53 | (\$982,228) | \$9,257,716 | 89% |
| Other Revenue from Operations | | | | | |
| Indirect Cost Recovery (from grants/contracts) | \$90,296.63 | \$39,453.44 | (\$10,547) | \$50,000 | 79% |
| Interest/Investment Income | \$1,496,266.67 | \$952,157.67 | (\$106,441) | \$1,058,599 | 90% |
| Continuing Education | \$2,238,074.91 | \$1,395,220.90 | (\$1,131,179) | \$2,526,400 | 55% |
| Other Revenue from Operations | \$3,303,295.50 | \$228,406.89 | (\$4,593) | \$233,000 | 98% |
| KC Plant Fund Reserves for Capital Improvements | \$11,367,450.00 | \$500,000.00 | \$0 | \$500,000 | 100% |
| Total Other Revenue from Operations: | \$18,495,383.71 | \$3,115,238.90 | (\$1,252,760) | \$4,367,999 | 71% |
| Total Revenues | \$52,055,601.79 | \$36,668,664.80 | (\$8,648,200) | \$45,316,865 | 81% |
| Operating Expenses | | | | | |
| Salaries & Wages | \$18,569,212.69 | \$9,928,200.44 | \$11,524,082 | \$21,452,282 | 46% |
| Employee Benefits | \$4,024,429.29 | \$1,214,559.17 | \$1,409,790 | \$2,624,349 | 46% |
| Other Operating Expenses | \$14,529,697.23 | \$6,496,739.74 | \$9,288,452 | \$15,785,192 | 41% |
| Debt Service - SECO Loans | \$1,049,898.36 | \$233,411.01 | \$1,603,913 | \$1,837,324 | 13% |
| Capital Budget | \$12,005,450.00 | \$3,299,299.00 | \$0 | \$3,299,299 | 100% |
| Employee Raises | \$0.00 | \$0.00 | \$68,928 | \$68,928 | 0% |
| Total Expenses | \$50,178,687.57 | \$21,172,209.36 | \$23,895,166 | \$45,067,375 | 47% |
| Net Income/(Loss) | \$1,876,914.22 | \$15,496,455.44 | \$15,246,965 | \$249,490 | |



Kilgore College
February Financial Snapshot
Fiscal Year 2024 (September 1, 2023 to August 31, 2024)
Revenues and Expenses from Auxiliary Enterprises (Grouped)

| | FY 2023 Actual | 2/29/2024 | Budget Variance | FY 2024 Budget | % of Annual Budget |
|---|----------------------|-------------------------|--------------------|----------------------|--------------------|
| Campus Life Revenues | \$2,438,271 | \$2,424,354.67 | (\$217,951) | \$2,642,306 | 91.8% |
| Campus Life Expenses | \$1,704,530 | \$971,641.38 | \$783,932 | \$1,755,573 | 55.3% |
| Net Student Housing Activity | \$733,741 | \$1,452,713.29 | \$565,980 | \$886,733 | |
| Campus Store Revenues | \$1,731,260 | \$714,139.19 | (\$1,863,961) | \$2,578,100 | 27.7% |
| Campus Store Expenses | \$1,626,184 | \$625,070.58 | \$1,423,220 | \$2,048,291 | 30.5% |
| Net Bookstore Activity | \$105,076 | \$89,068.61 | (\$440,740) | \$529,809 | |
| Rangerette Showcase Revenues | \$86,460 | \$40,331.23 | (\$116,469) | \$156,800 | 25.7% |
| Rangerette Showcase Expenses | \$57,070 | \$91,967.06 | \$43,791 | \$135,758 | 67.7% |
| Net Rangerette Showcase Activity | \$29,391 | (\$51,635.83) | (\$72,678) | \$21,042 | |
| KCEXCEL Health Club Revenues | \$39,360 | \$29,684.51 | (\$232,215) | \$261,900 | 11.3% |
| KCEXCEL Health Club Expenses | \$176,735 | \$91,634.22 | \$120,866 | \$212,500 | 43.1% |
| Net Parks Fitness Center Activity | (\$137,374) | (\$61,949.71) | (\$111,350) | \$49,400 | |
| East Texas Oil Museum Revenues | \$166,079 | \$50,989.26 | (\$141,520) | \$192,509 | 26.5% |
| East Texas Oil Museum Expenses | \$167,771 | \$93,882.50 | \$88,386 | \$182,268 | 51.5% |
| Net East Texas Oil Museum Activity | (\$1,692) | (\$42,893.24) | (\$53,134) | \$10,241 | |
| RangerPRINT Revenues | \$225,004 | \$118,258.90 | (\$671,741) | \$790,000 | 15.0% |
| RangerPRINT Expenses | \$831,006 | \$438,687.33 | \$335,313 | \$774,000 | 56.7% |
| Net Printshop Activity | (\$606,002) | (\$320,428.43) | (\$336,428) | \$16,000 | |
| Athletics Revenues | \$78,494 | \$70,545.55 | (\$44,608) | \$115,154 | 61.3% |
| Athletics Expenses | \$1,771,945 | \$1,482,127.67 | \$395,741 | \$1,877,869 | 78.9% |
| Net Athletics Activity | (\$1,693,450) | (\$1,411,582.12) | \$351,133 | (\$1,762,715) | |
| Total Net Auxiliary Services Activity: | (\$1,570,311) | (\$346,707.43) | (\$97,217) | (\$249,490) | |



Kilgore College
February Capital Update
Fiscal Year 2024 (September 1, 2023 to August 31, 2024)

| Project | Posted Balance | Encumbrances | Budget | Total Cost | (Over) Under Budget | % Spent | % Unavailable | % Available | % Completion Phase |
|-----------------------------------|----------------------|--------------|----------------------|----------------------|---------------------|---------|---------------|-------------|---------------------------|
| Public Safety | | | | | | | | | |
| KCPD Squad Vehicle | - | - | 46,000 | - | 46,000 | 0% | 0% | 100% | 0% Pending possible grant |
| Program Expansion | | | | | | | | | |
| Laird FFE & Parking Lot | 1,000,000 | - | 1,000,000 | 1,000,000 | - | 100% | 100% | 0% | 100% In Process |
| Laird FFE (HEGI) | 1,000,000 | - | 1,000,000 | 1,000,000 | - | 100% | 100% | 0% | 95% In Process |
| CDL Track & Facility | 1,255,198 | - | 3,352,674 | 1,255,198 | 2,097,476 | 37% | 37% | 63% | 45% In Process |
| Capital Items | | | | | | | | | |
| Quads Demo - Ranger Village Study | - | - | 868,000 | - | 868,000 | 0% | 0% | 100% | |
| Campus Improvements | 4,500 | - | 265,000 | 4,500 | 260,500 | 2% | 2% | 98% | 2% In Process |
| Golf Carts | 23,458 | - | 25,000 | 23,458 | 1,542 | 94% | 94% | 6% | 100% Complete |
| Box Truck | 57,233 | - | 60,000 | 57,233 | 2,767 | 95% | 95% | 5% | 100% Complete |
| LV Reno Machining | 175,621 | - | 400,000 | 175,621 | 224,379 | 44% | 44% | 56% | 100% Complete |
| ATC Chiller | 156,624 | - | 175,000 | 156,624 | 18,376 | 89% | 89% | 11% | 100% Complete |
| PE Complex Chiller | 110,871 | - | 150,000 | 110,871 | 39,129 | 74% | 74% | 26% | 100% Complete |
| Buildings & Structures | | | | | | | | | |
| Old Main Class Upgrades | 565,269 | - | 710,000 | 565,269 | 144,731 | 80% | 80% | 20% | 100% Complete |
| Print Shop HVAC/Siding | 85,966 | - | 300,000 | 85,966 | 214,034 | 29% | 29% | 71% | 100% Complete |
| Pedestrian Bridge | 4,902,131 | - | 5,305,450 | 4,902,131 | 403,319 | 92% | 92% | 8% | 98% Renovation in process |
| Student One-Stop Space Study | - | - | 35,000 | - | 35,000 | 0% | 0% | 100% | 0% |
| ATC Roof | 307,610 | - | 323,000 | 307,610 | 15,390 | 95% | 95% | 5% | 100% Complete |
| Stark Hall Renovations | 2,609,327 | - | 2,538,625 | 2,609,327 | (70,702) | 103% | 103% | -3% | 100% Complete |
| Total | \$ 12,253,809 | \$ - | \$ 16,553,749 | \$ 12,253,809 | \$ 4,299,940 | | | | |
| Debt Funded | | | | | | | | | |
| Buildings & Structures | | | | | | | | | |
| Unallocated Deferred Maint | - | - | 4,132,000 | - | 4,132,000 | 0% | 0% | 100% | |
| Roof Repair/ Maint | - | - | 595,000 | - | 595,000 | 0% | 0% | 100% | 20% In Process |
| Nolan Fire Alarm | - | - | 148,000 | - | 148,000 | 0% | 0% | 100% | |
| Carpet Gym Floor | - | - | 125,000 | - | 125,000 | 0% | 0% | 100% | |
| Total | \$ - | \$ - | \$ 5,000,000 | \$ - | \$ 5,000,000 | | | | |



TO: Board of Trustees
Kilgore College

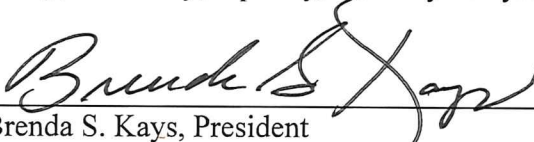
DATE: March 21, 2024

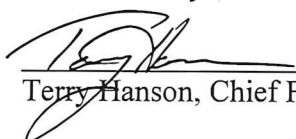
RE: Investment Reporting

The Statement of Cash and Investments as of February 29, 2024 along with the corresponding Schedule of Cash and Investments as of February 29, 2024 has been prepared in accordance with Texas Government Code, Section 2256.023 and the Higher Education Investment Reporting Requirements issued by the State Auditor's Office. Inquiries related to this report may be directed to:

Terry Hanson
Chief Financial Officer / VP of Administrative Services
Kilgore College
1100 Broadway
Kilgore, TX 75662
903-983-7495
thanson@kilgore.edu

The investments are held in compliance with the Kilgore College investment strategy to manage and invest funds with the following objectives listed in order of their priority: safety, suitability, liquidity, diversity and yield.


Brenda S. Kays, President


Terry Hanson, Chief Financial Officer/ VP of Administrative Services

Kilgore College
Statement of Cash and Investments
February 29, 2024

| | November 30, 2023 Book Value | November 30, 2023 Market Value | Change | February 29, 2024 Book Value | February 29, 2024 Market Value |
|-----------------------------------|---------------------------------|-----------------------------------|---------------------|---------------------------------|-----------------------------------|
| Total Cash and Investments | | | | | |
| Bank Deposits (Cash) | \$ 28,064,171 | \$ 28,064,171 | \$ 3,160,732 | \$ 31,224,903 | \$ 31,224,903 |
| Certificate of Deposits | 8,114,031 | 8,114,031 | 203,587 | 8,317,618 | 8,317,618 |
| TexPool | 188,004 | 188,004 | 2,517 | 190,521 | 190,521 |
| TOTAL CASH AND INVESTMENTS | \$ 36,366,206 | \$ 36,366,206 | \$ 3,366,837 | \$ 39,733,043 | \$ 39,733,043 |

Notes:

Kilgore College does not employ outside investment advisors or managers and does not have soft dollar arrangements.

Kilgore College is associated with the Kilgore College Foundation, a 501(c) 3 corporation.

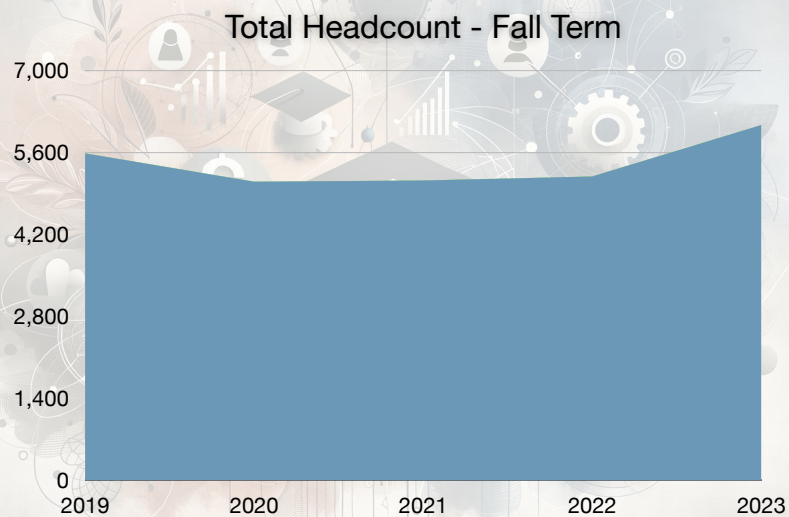
The market value of the Kilgore College Foundation as of February 29, 2024 was \$26,666,641.75

Kilgore College
Schedule of Cash and Investments
February 29, 2024

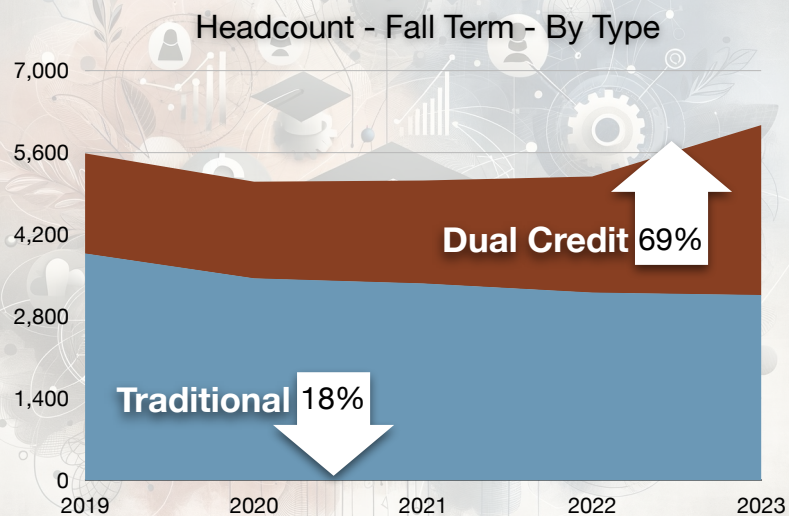
| FUND | Maturity Date | Rate | Operating | Restricted | Endowment | Plant Reserve | Bond Reserve | Agency | Accrued Interest | Totals |
|--|---------------|-------|---------------|------------|-----------|---------------|--------------|--------|------------------|---------------|
| BALANCE AS OF 11/30/2023 | | | \$ 30,371,629 | \$ 357,434 | \$ - | \$ - | \$ 1,960,149 | \$ - | \$ 91,089.00 | \$ 36,366,206 |
| Bank Deposits (Cash) | | 5.23% | \$ 27,955,392 | \$ 357,402 | \$ - | \$ - | \$ 2,862,109 | \$ - | \$ - | \$ 31,224,903 |
| Certificates of Deposit | | | | | | | | | | |
| Operating Reserves CD (91 days) established 11/29/2012 | 5/16/24 | 5.65% | 4,699,415 | | | | | | 75,654 | |
| Plant Fund Reserve CD (91 days) established 9/15/2010 | 5/29/24 | 5.61% | 1,138,000 | | | 2,388,283 | | | 16,267 | |
| Total Certificates of Deposit | | | 5,837,415 | - | - | 2,388,283 | - | - | 91,921 | 8,317,618 |
| TexPool | | | 132,431 | | | 58,090 | | | | 190,521 |
| Total Cash and Investments | | | \$ 33,925,238 | \$ 357,402 | \$ - | \$ 2,496,373 | \$ 2,862,109 | \$ - | \$ 91,921 | \$ 39,733,043 |



Challenges - Enrollment

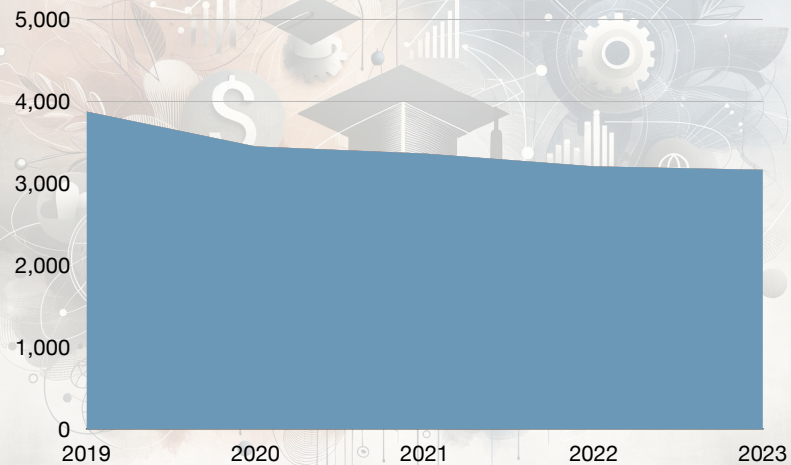


Challenges - Enrollment



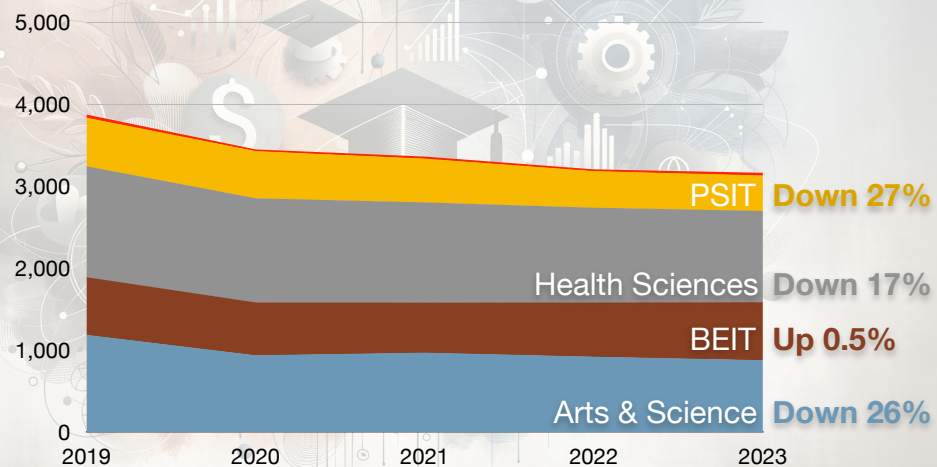
Challenges - Enrollment

Non-Dual Credit Headcount - Fall Term - By Division

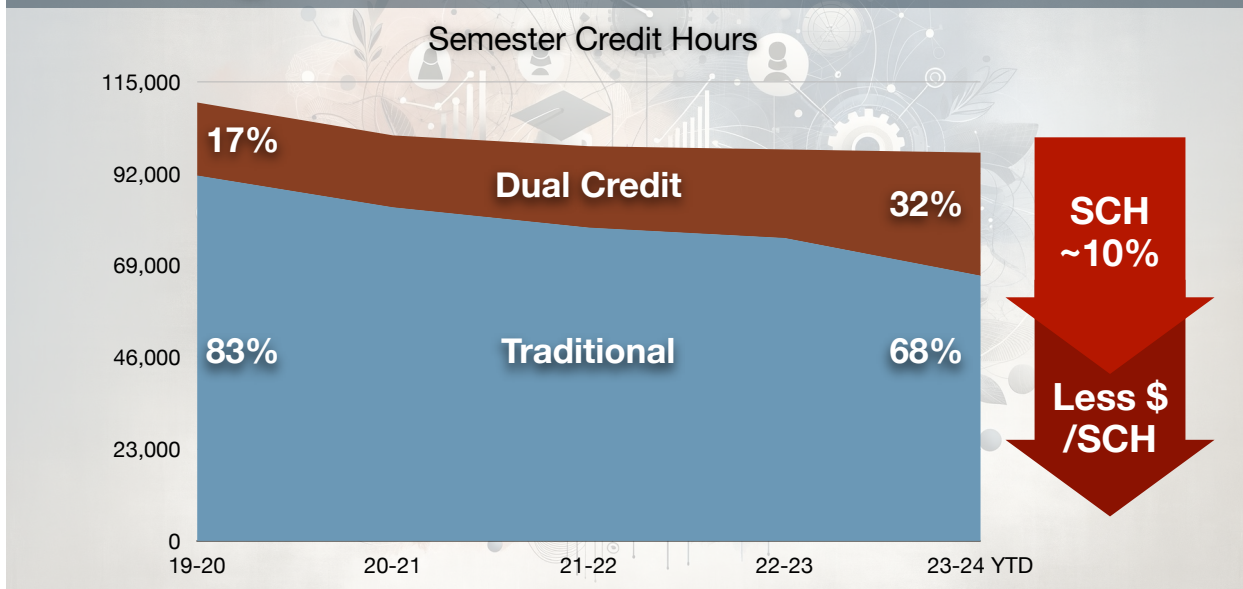


Challenges - Enrollment

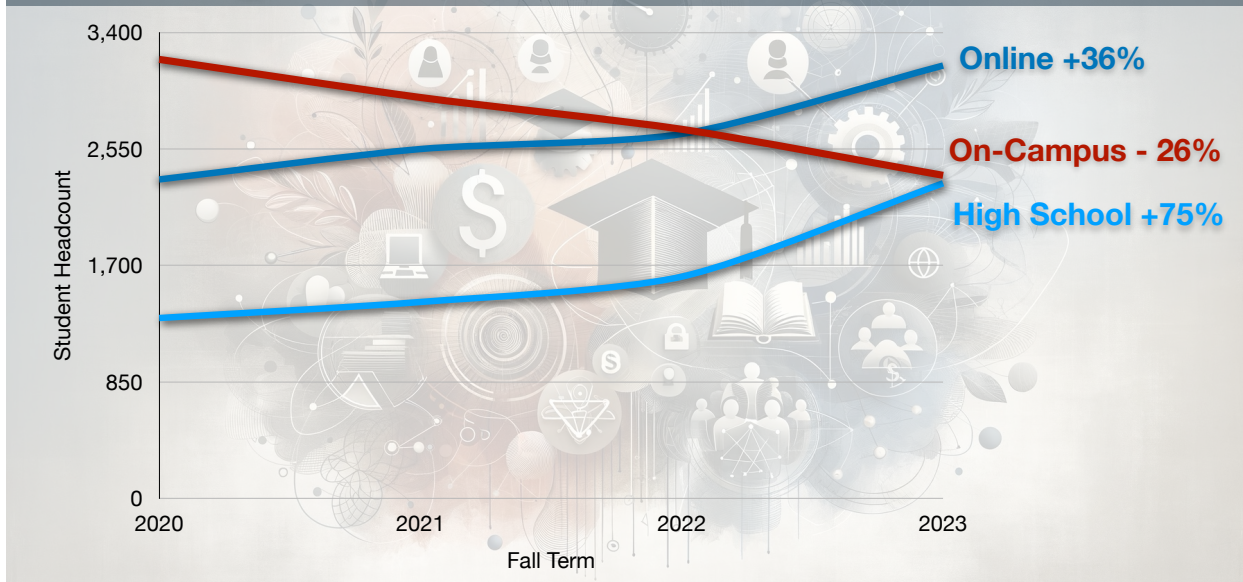
Non-Dual Credit Headcount - Fall Term - By Division



Challenges - Enrollment



Challenges - Enrollment - Location



Challenges - Tuition Sensitivity

- Raised Tuition and Fees as much as feasible
- Similarly priced with other Community Colleges in East Texas
- Approximately **13% inflation** from 2022 to 2024

Very limited or no ability to increase rates

Challenges - Property Taxes

- Small property tax area vs service area
- State imposed property tax limits
- Rising property values will decrease a portion of state funding
- Approximately **13% inflation** from 2022 to 2024

Very limited or no ability to increase taxes

Challenges - Digital Natives



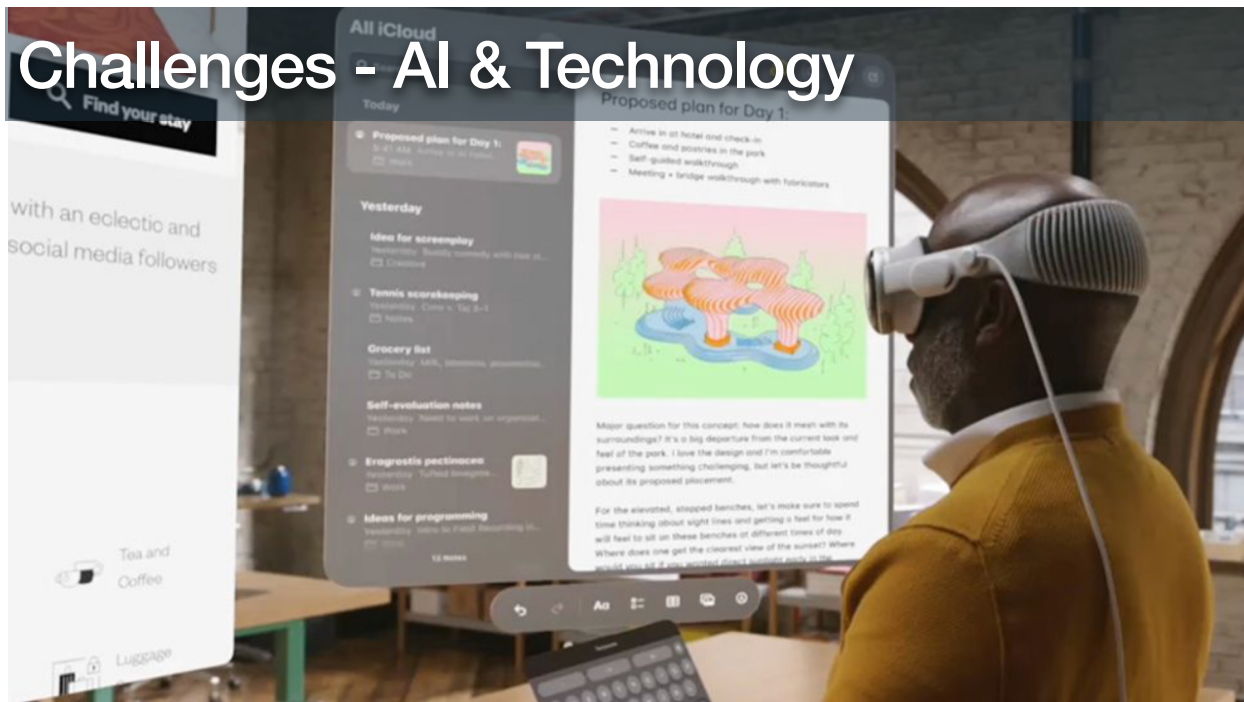
Incoming 2026 Students

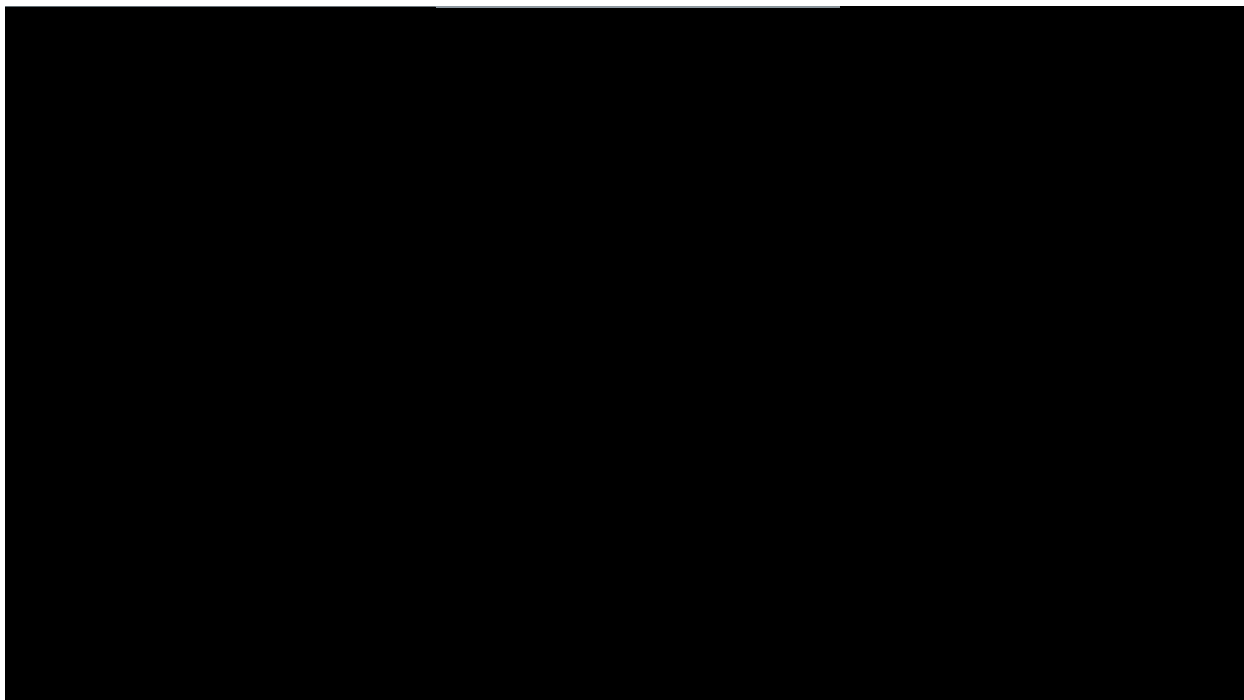
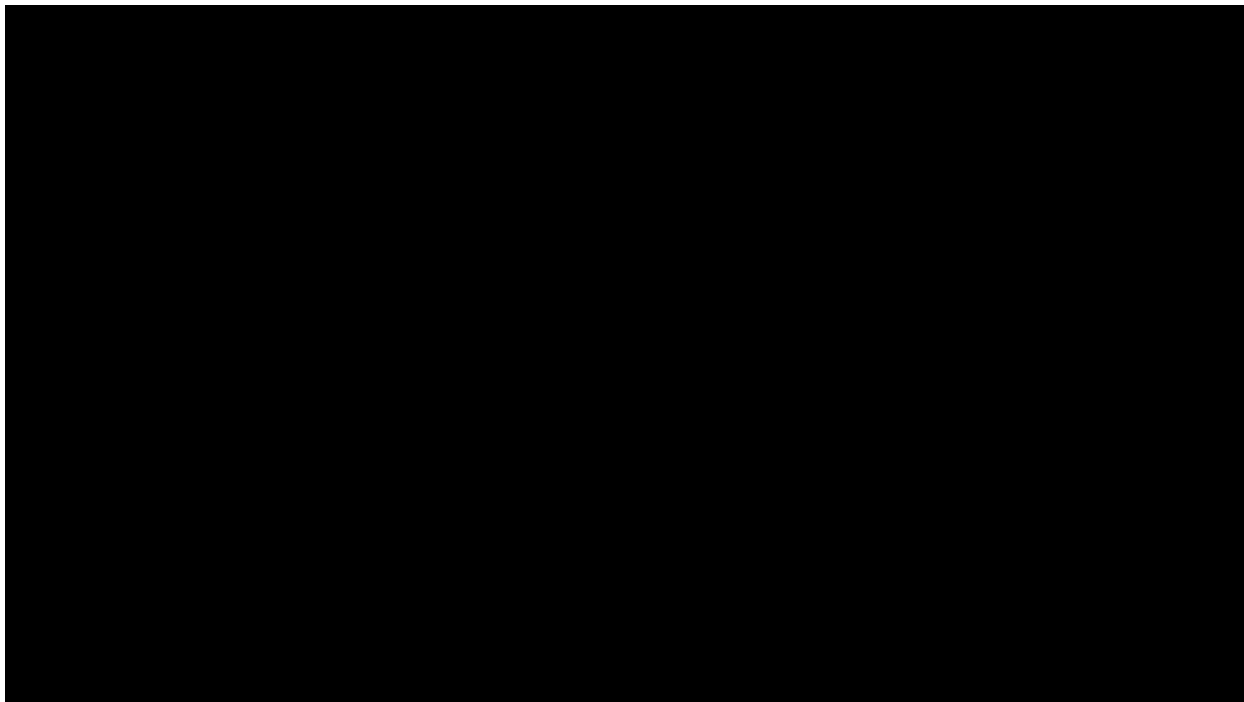
Younger Than...



Challenges - Digital Natives

- Generation Alpha
- Smartphones have always been around
- Exposure to diverse cultures, global connectivity, and access to information
- Expectations:
 - Technology Integration
 - Flexible Learning Paths
 - Global Awareness and Diversity
 - Practical Skills and Real-World Applications

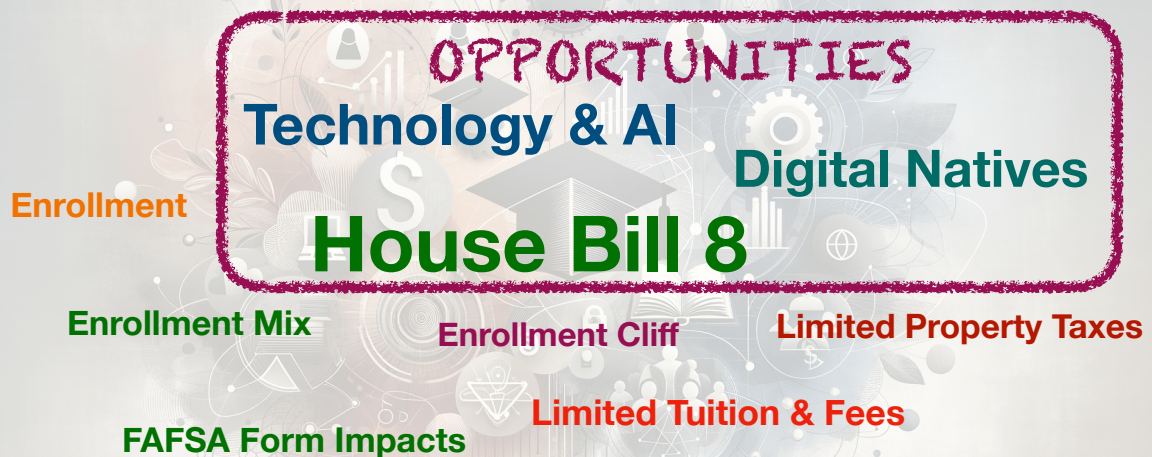




Challenges - House Bill 8

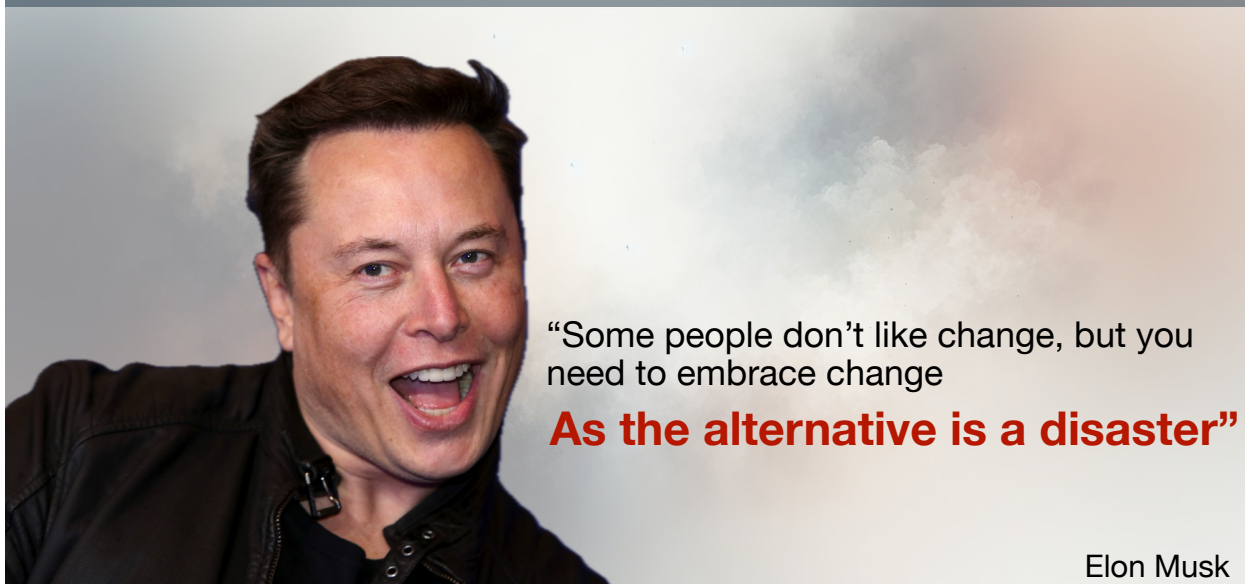
- No Longer Formula Based Funding - Enrollment - Contact Hours
 - State Funding Based on **Outcomes**
 - Set by State - future focus on regional needs
 - 15 SCH for Dual Credit
 - Transfers with 15 SCH
 - Licensures - Certificates
 - Associate Degree
 - Financial Aid for Swift Transfer (FAST)
- Additional Funding for High Demand**

Challenges





Wisdom





Direction

Direction - Strategic Plan

- Preparations for 2030
 - Institution of choice for students, employees, employers
 - Incorporating items picked up in HB8 listening
- Technology Focus - build strong foundation - first impression & primary interface
- HB8 - Targets for funding - focus on pathways for successful outcomes

Direction - Strategic Plan

- Entrepreneurial Mindset
 - Fabric of Organization
 - Sparking Innovation - Creativity
 - Continuous Process Improvement
- Redirect Resources to Where Needed
- Return on Investment

Direction - Budget Goals

- Invest in Human Capital
 - 3% Pay Increase
 - Staffing Needs to Deliver Outcomes
- Focus on Technology Investments
 - What Is - What Should Be - How to Get There
- HB8 Outcomes
 - Tie in to Enrollment Management Plan and 5-Year Projections
- Heavy Focus on ROI

Budget Process - Timeline

| | |
|---|---------------------|
| Budget Kickoff | March 25 & 26 |
| Departments Prepare Operating & Capital Budgets | March 28 - April 14 |
| Review & Finalize Operating & Capital Budgets | April - June |
| Finance Committee Review | June - July |
| Budget Workshop with Board | July |
| Budget Adoption | August |



*Student Success Committee
Catalog Update 24-25*

Dr. Tracy Skopek
Vice President of Instruction &
Chief Academic Officer

KC Academic Catalog 2024-2025

Academic Catalog Update Process:

- VPI office sends out sections to owners (late fall)
- Training for online change process conducted (if needed)
- Changes submitted by due date

Deadline for academic updates was February

Catalog is Living Document (online):

<https://www.kilgore.edu/kc-catalog-draft-2024-25/>



Catalog Changes

Academic Calendar

Curriculum

Student Handbook

Structural

Curriculum Changes and Highlights

HVAC: Updated to modern standards to allow for better employability; overall hours stay same

Classes added:

HART 2332-Advanced Electricity for HVAC

HART 2441-Commercial Air Conditioning

HART 2342-Commercial Refrigeration

HART 2457-Specialized Commercial Refrigeration

HART 1394-Special Topics in Heating, Air Conditioning and Refrigeration Mechanical

Computer and Information Technology

Add ITNW 1325-Fundamentals of Networking Technologies

ITNW 1358-Network+

New OSA added

Culinary Arts moving to Hospitality and Culinary Management

The following courses will be added:

RSTO 1325 – Purchasing for Hospitality Operations

RSTO 1364 – Practicum (or Field Experience) - Restaurant, Culinary, and Catering Management/Manager

HAMG 1324 – Hospitality Human Resources Management

RSTO 1301 – Beverage Management

HAMG 2307 – Hospitality Marketing and Sales

The following changes were made:

CHEF 1205 – Sanitation and Safety has changed to CHEF 1305.

CHEF 2201 – Intermediate Food Preparation has changed to CHEF 2301

RSTO 1204 – Dining Room Services has changed to RSTO 1304

HAMG 1221 – Introduction to the Hospitality Industry has changed to HAMG 1321

Curriculum Changes and Highlights

- Education
 - Added CDEC 1372-Special Topics in Child Education
 - For multiple dual credit sites for the Education and Training Pathway (15 hours)
- Radiologic Science
 - With final teach out of the 16 week cohort and conversion to 8 weeks, program is changed to offer cohorts every semester.
 - Program is now 18 months

Student Handbook

Withdrawal changes:

- Allowing for a WP or WF to be added to approved programs (Health Sciences) instead of simply a Withdrawal (W)
- Less confusion for students and other institutions in programs that count a W as an F for program eligibility (Nursing example)
- Has no financial aid impact
- Only used in pre-determined programs and any other have to be approved by Academic Affairs Council
- Adding to withdrawal form

Changes to Academic Probation and Suspension:

- Being worked on now
- Students currently required to sit out 16 weeks if suspended
- Retention efforts are changing this dynamic along with 8 week semesters.

- **Current Language:**

- **Academic Probation**

- A conditional permission for a student to remain in college. That status will be applied to any student who:
- has completed at least one semester, *and* has attempted at least 12 cumulative semester hours *and* earns less than a 2.0 cumulative grade point average (GPA);
- *or* returns from academic suspension after “stopping out” or not attending for at least one 16- week (long) semester;
- *or* is on academic suspension and attends summer school, earning 6 or more hours with a 1.75 cumulative GPA or a 2.5 summer GPA.
- A student may remain in school on continued academic probation as long as the cumulative GPA is at least 1.75 or a long semester GPA is at least 2.0. Students on continued academic probation must consult an academic or faculty advisor before registering for another semester. Students on academic probation or continued academic probation are not allowed to web register. A student is removed from academic probation or continued academic probation when the student earns a 2.0 cumulative GPA or better.

- **Note:** A grade of “I” is calculated as an “F” until the grade is changed to a higher grade.

- **Scholastic Suspension**

- The loss of the conditional permission of a student on academic probation to remain in college. Academic suspension is for one 16-week semester and occurs when a student on probation fails to earn at least a 1.75 cumulative grade point average (GPA) or a 2.0 GPA in the most recent 16-week semester. A student on academic suspension may:
- enroll in the next long semester under conditions prescribed by the Dean of Enrollment Management and Student Success.
- *or* attend summer school. Students earning 6 or more semester hours in the summer with a cumulative GPA of at least 1.75 or a summer GPA of 2.5 will continue on probation.

Structural Changes

- Updated course site offerings to include White Oak
- Changed the directory at end to include only faculty with credentials

QUESTIONS?

OFFICIAL KILGORE COLLEGE CALENDAR 2024-2025

MAY MINI / 2024

May 13-May 30
May 11 (Sa)
May 27 (M)

Enrollment Limited to 1 Course

Mini-Term 3-week classes; Final Exams May 30; Grades due May 31 at 10 AM
Drop for Non-Payment May-Mini
Memorial Day Holiday (Campus closed)

SUMMER SEMESTER / 2024

June 3-July 5

June 1 (Sa)
June 3 (M)
June 6 (Th)
June 15 (Sa)
June 21 (F)
June 27 (Th)
July 4 (Th)
July 5 (F)
July 8 (M)

SUMMER I (MTWTh classes; Final Exams Wednesday, July 5th)

Drop for Non-Payment Summer I
Summer I First Class Day; Schedule Changes 8 AM - 4 PM
Fourth Class Day; Official Reporting Day
Summer I Graduation Application Deadline
Juneteenth Holiday Observed (Campus Closed)
Last Day to Drop Class or Withdraw from Enrollment with W
Independence Day Holiday (Campus Closed)
Final Exams for Summer I
Summer I grades due at 10 AM

July 8-Aug. 8

July 6 (Sa)
July 8 (M)
July 11 (Th)
July 15 (M)
Aug. 1 (Th)
Aug. 8 (Th)

SUMMER II

Drop for Non-Payment Summer II
Summer II First Class Day; Schedule Changes 8 AM - 4 PM
Fourth Class Day; Official Reporting Day
Summer II Graduation Application Deadline
Last Day to Drop Class or Withdraw from Enrollment with W
Final Exams for Summer II;
Graduation 6 PM
Summer II grades due by 10 AM

Aug. 9 (F)

FALL SEMESTER / 2024

April 1-Aug. 23

Fall Registration (by appointment with an advisor or through STAR Day registration events throughout the summer; see KC website for more information)

Aug. 19 (M)

Fall Employee Convocation

Aug. 24 (Sa)

Drop for Non-Payment 16 week, FA1 class schedule

Aug. 26 (M)

First Class Day for Fall 1 8-week term and 16-week term

Aug. 26-27 (M-Tu)

Schedule Changes 8 AM – 6 PM

Sept. 2 (M)

Labor Day Holiday (Campus closed)

Sept. 3 (T)

FA1 – Fall 1st 8-Week Term; Official Reporting Day

Sept. 11 (W)

F16 – Fall 16-Week (12th Class Day); Official Reporting Day

Sept. 11-13

No registration activity

Sept. 23 (M)

F16 – Fall 16-Week (20th Class Day) – Last Day for Refunds for 16-week classes (see refund dates in the Fall registration guide)

Sept. 27 (F)

Campus Closed for College-Wide Faculty/Staff Professional Development Day (all faculty/staff on duty)

Oct. 1 (T)

Fall Graduation Application Deadline

Oct. 7 (M)

FA1 – Fall 1st 8-Week Term; Last Day to Drop Class or Withdraw from Enrollment with W

Oct. 15-16 (T-W)

FA1- Final Exams for Fall 1st 8-week term

Oct. 17 (Th)

FA1 -Grades Due for Fall 1st 8-week term 10 AM

Oct. 19 (Sa)

Drop for Non-Payment for FA2

Oct. 21 (M)

FA2 - First Class Day for Fall 2nd 8-week term

Oct. 28 (M)

FA2 – Fall 2nd 8-Week Term; Official Reporting Day

Oct. 28 – Dec. 6

Spring and December Mini Advisement/Registration

Nov. 18 (M)

F16 – Fall 16-Week Last Day to Drop Class or Withdraw from Enrollment with W

Nov. 27-29 (W-F)

Thanksgiving Holidays (Campus closed)

Dec. 2 (M)

FA2 – Fall 2nd 8-Week Term; Last Day to Drop Class or Withdraw from Enrollment with W

Dec. 11 – 12 (W-Th)

Final Exams (Exams for Friday-only classes: Dec. 6; Saturday-only classes: Dec. 7)

Dec. 12 (Th)

Nurse Pinning and Graduation 10 AM

Cafeteria Closes 6 PM

Residence Halls Close 5 PM

Dec. 13 (F)

Grades Due 10 AM

Graduation 6 PM

Residence Halls Closed (Graduates Check-out 12 PM)

Christmas Holiday Observance (Campus Closed)

Dec. 16-Jan. 2

DECEMBER MINI / 2024

Dec. 16 – Jan. 2
Dec. 14 (Sa)

Enrollment Limited to 1 Course

Mini-Term 3-week classes; Final Exams Jan. 2; Grades due Jan. 3 at 10 AM
Drop for Non-Payment December Mini

SPRING SEMESTER / 2025

| | |
|-------------------------|--|
| Jan. 2 (Th) | All Offices Open |
| Jan. 6 (M) | Spring Employee Convocation |
| Jan. 11 (Sa) | Drop for Non-Payment for 16 week, SP1 |
| Jan. 13 (M) | First Class Day for Spring 18-week term and 16-week term |
| Jan. 13-14 (T-W) | Schedule Changes 8 AM – 6 PM |
| Jan. 17 (F) | Residence Halls Open 9 AM; Cafeteria Opens 10:45 AM |
| Jan. 20 (M) | Martin Luther King Jr. Day Holiday (Campus closed) |
| Jan. 21 (T) | SP1 – Spring 1 st 8-Week Term; Official Reporting Day |
| Jan. 29 (W) | S16 – Spring 16-Week – (12 th Class Day); Official Reporting Day |
| Jan. 30 – Feb. 1 | No registration activity |
| Feb. 10 (M) | S16 – Spring 16-Week – (20 th Class Day) - Last Day for Refunds for 16-week classes (see refund dates in the Spring registration guide) |
| Feb. 24 (M) | SP1 – Spring 1 st 8-Week Term; Last Day to Drop Class or Withdraw from Enrollment with W |
| Feb. 28 (F) | Campus Closed for College-Wide Faculty and Staff Professional Development Day (all faculty/staff on duty) |
| Mar. 1 (Sa) | Presidential Scholarship Deadline (for Fall 2025) |
| Mar. 4 - 5 (T-W) | SP1 - Final Exams for Spring 1 st 8-week term |
| Mar. 6 (Th) | SP1 - Grades Due for Spring 1 st 8-week term 10 AM |
| Mar. 10 - 14 (M-F) | Spring Break (Campus closed) |
| Mar. 15 (Sa) | Drop for Non-Payment for SP2 |
| Mar. 17 (M) | SP2 - First Class Day of Spring 2 nd 8-week term |
| Mar. 24 (M) | SP2 – Spring 2 nd 8-Week Term; Official Reporting Day |
| Mar. 31-May 11 | May Mini Advisement/Registration |
| Mar. 31-June 1 | Summer I Advisement/Registration |
| Mar. 31-July 6 | Summer II Advisement/Registration |
| Mar. 31-Aug. 12 | Fall Advisement /Registration |
| Apr. 14 (M) | Scholarship Priority Deadline (for Fall 2025) |
| Apr. 18 (F) | S16 – Spring 16-Week Last Day to Drop Class or Withdraw from Enrollment with W |
| Apr. 24 (W) | Good Friday Holiday (campus closed) |
| Apr. 28 (M) | Nurse Pinning and Graduation 10 AM |
| | SP2 – Spring 2 nd 8-Week Term; Last Day to Drop Class or Withdraw from Enrollment with W |
| May 7 - 8 (W-Th) | Final Exams (Exams for Friday-only classes-May 2nd ; Saturday-only classes -May 3rd) |
| May 8 (Th) | Cafeteria Closes 6 PM |
| | Residence Halls Close 5 PM |
| May 9 (F) | Graduation 2 PM, 6 PM |
| May 9 (F) | Grades Due 10 AM |
| May 9 (F) | Residence Halls Closed (Graduates Check-out 12 PM) |
| MAY MINI / 2025 | Enrollment Limited To 1 Course |
| May 12 - May 29 | Mini-Term 3-week classes; Final Exams May 29; Grades due May 30 at 10 AM |
| May 10 (Sa) | Drop for Non-Payment May-mini |
| May 26 (M) | Memorial Day Holiday (Campus closed) |

SUMMER SEMESTER / 2025 (Proposed – Subject to Change if Necessary)

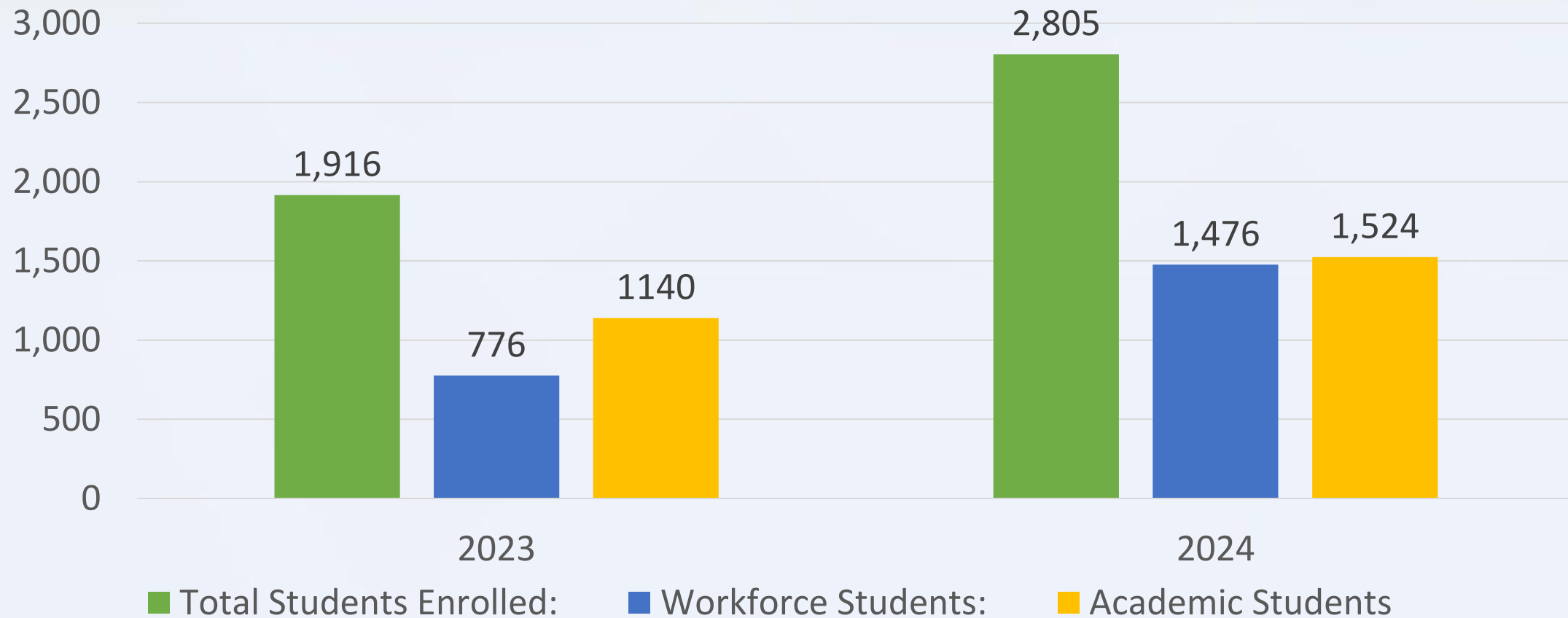
| | |
|---------------------------|--|
| May 30 (F) | Residence Halls Open 9 AM |
| June 2 – July 3 | SUMMER I |
| May 31 (Sa) | Drop for Non-Payment Summer I |
| June 2 (M) | First Class Day; Schedule Changes 8 AM - 4 PM |
| June 5 (Th) | Fourth Class Day; Official Reporting Day |
| June 15 (Su) | Summer I Graduation Application Deadline |
| June 20 (F) | Juneteenth Holiday Observed (Campus Closed) |
| June 26 (Th) | Last Day to Drop Class or Withdraw from Enrollment with W |
| July 3 (Th) | Final Exams for Summer I |
| | Residence Halls Open 9 AM |
| July 4 (F) | Independence Day Holiday (Campus closed) |
| July 7 (M) | Summer I grades due at 10 AM |
| July 7-Aug. 7 | SUMMER II |
| July 5 (Sa) | Drop for Non-Payment Summer II |
| July 7 (M) | First Class Day; Schedule Changes 8 AM - 4 PM |
| July 10 (Th) | Fourth Class Day; Official Reporting Day |
| July 15 (T) | Summer II Graduation Application Deadline |
| July 31 (Th) | Last Day to Drop Class or Withdraw from Enrollment with W |
| Aug. 7 (Th) | Final Exams for Summer II; |
| | Graduation 6 PM |
| Aug. 8 (F) | Summer II grades due by 10 AM |
| AUGUST MINI / 2025 | Enrollment Limited to 1 Course |
| Aug. 5 – Aug. 21 | Mini-Term 3-week classes; Final Exams August 21; Grades Due August 22 at 10 AM |
| Aug. 3 (Sa) | Drop for Non-Payment August mini |

FALL SEMESTER / 2025

Aug. 25 (M) **First Class Day**

Dual Credit Enrollment Trends – Spring Semester

Enrollment Trends



Dual Credit Enrollment Trends – Fall Semester

| Dual Credit Students | 2020 | 2021 | 2022 | 2023 | 2024 | % Increase |
|----------------------------------|---------|---------|---------|---------|---------|------------|
| Total Students Enrolled: | 1,651 | 1,592 | 1,793 | 1,916 | 2,805 | 46% |
| Workforce Students: | 675 | 632 | 672 | 776 | 1,476 | 90% |
| Academic Students | 976 | 960 | 1121 | 1140 | 1,524 | 34% |
| | | | | | | |
| Total Semester Credit Hours: | 9,366 | 9,822 | 11,982 | 11,543 | 15,426 | 34% |
| Workforce Semester Credit Hours: | 3,297 | 3,883 | 4,762 | 4,036 | 6,687 | 66% |
| Academic Semester Credit Hours | 6,069 | 5,939 | 7,220 | 7,507 | 8,739 | 16% |
| | | | | | | |
| Total Contact Hours: | 171,406 | 173,173 | 204,543 | 217,492 | 298,088 | 37% |
| Workforce Contact Hours: | 71,594 | 76,001 | 85,837 | 94,180 | 154,392 | 64% |
| Academic Contact Hours | 99,812 | 97,172 | 118,706 | 123,312 | 143,696 | 17% |

High School Rankings

| Rank | School | Un-Duplicated Students | Academic Students | Workforce Students |
|------|---|------------------------|-------------------|--------------------|
| 1 | Longview High School | 1,042 | 212 | 939 |
| 2 | Hallsville High School | 286 | 193 | 104 |
| 3 | Kilgore High School | 209 | 166 | 90 |
| 4 | Texas Virtual Academy at Hallsville | 206 | 206 | 0 |
| 5 | Henderson Senior High School | 190 | 153 | 47 |
| 6 | Center High School | 153 | 0 | 153 |
| 7 | Overton Center (Arp, Carlisle, Leverett's Chapel, Overton, West Rusk) | 161 | 144 | 25 |
| 8 | Higher Ed Center at White Oak (Gladewater, Union Grove, White Oak) | 141 | 125 | 25 |
| 9 | Pine Tree High School | 97 | 50 | 47 |
| 10 | Spring Hill High School | 92 | 92 | 1 |
| 11 | Sabine High School | 85 | 78 | 7 |
| 12 | Gilmer High School | 24 | 23 | 1 |
| 13 | Big Sandy High School | 22 | 22 | 0 |
| 14 | New Diana High School | 102 21 | 21 | 0 |

Dual Credit Updates

- House Bill 8 and Power BI Dual Credit Dashboard
- TVAH and TOPS Update
- Hallsville High School/Associate or Arts Degree Option
- Updates at Various Locations

KC Higher Ed Center at White Oak



KC Higher Ed Center at White Oak



KC Higher Ed Center at White Oak



Accreditation & Strategy

SACSCOC Fifth-Year Interim Report
2024-2027 Strategic Plan

SACSCOC Fifth-Year Interim Report, 2024

Completion Snapshot as of March 26, 2024, and Internal Deadlines by Section

| Deadline | Section and Title | % Completed |
|----------|---|-------------|
| May 15 | Institutional Summary | 25% |
| May 15 | Part III: The Fifth-Year Compliance Certification | 20% |
| May 15 | Section 5: Administration and Organization | 33% |
| April 1 | Section 6: Faculty | 33% |
| April 1 | Section 8: Student Achievement | 25% |
| May 15 | Section 9: Educational Program Structure and Content | 20% |
| May 15 | Section 10: Educational Policies, Procedures, and Practices | 20% |
| May 15 | Section 12: Academic and Student Support Services | 20% |
| May 15 | Section 13: Financial and Physical Resources | 20% |
| May 15 | Section 14: Transparency and Institutional Representation | 20% |
| May 15 | Quality Enhancement Plan | 50% |

SACSCOC Fifth-Year Interim Report, 2024

Overall Timeline to Completion

| Month | Expected Accomplishment |
|--------|--|
| April | Initial SACSCOC Fifth-Year Interim Report Draft |
| May | Addition of Remaining Sections to Finalize Draft |
| June | Edit of Final Draft |
| July | Updates, Revision, Final Read |
| August | Submission of SACSCOC Fifth-Year Interim Report |

Strategic Plan 2024-2027

“Under Consideration”

- ▶ In the next iteration of the College’s Strategic Plan, there are five goals to move KC closer to achieving Vision 2030.
 1. Provide Agile, Mobile, and User-Friendly Technology
 2. Develop and Sustain High Quality, High Demand Academic and Workforce Programming with a Profitable Return on Investment for Students
 3. Support Employer Workforce Needs in Upper East Texas
 4. Empower Employees to Grow and Thrive in a Collaborative Culture
 5. Enhance and Grow the Perception of the College’s Value

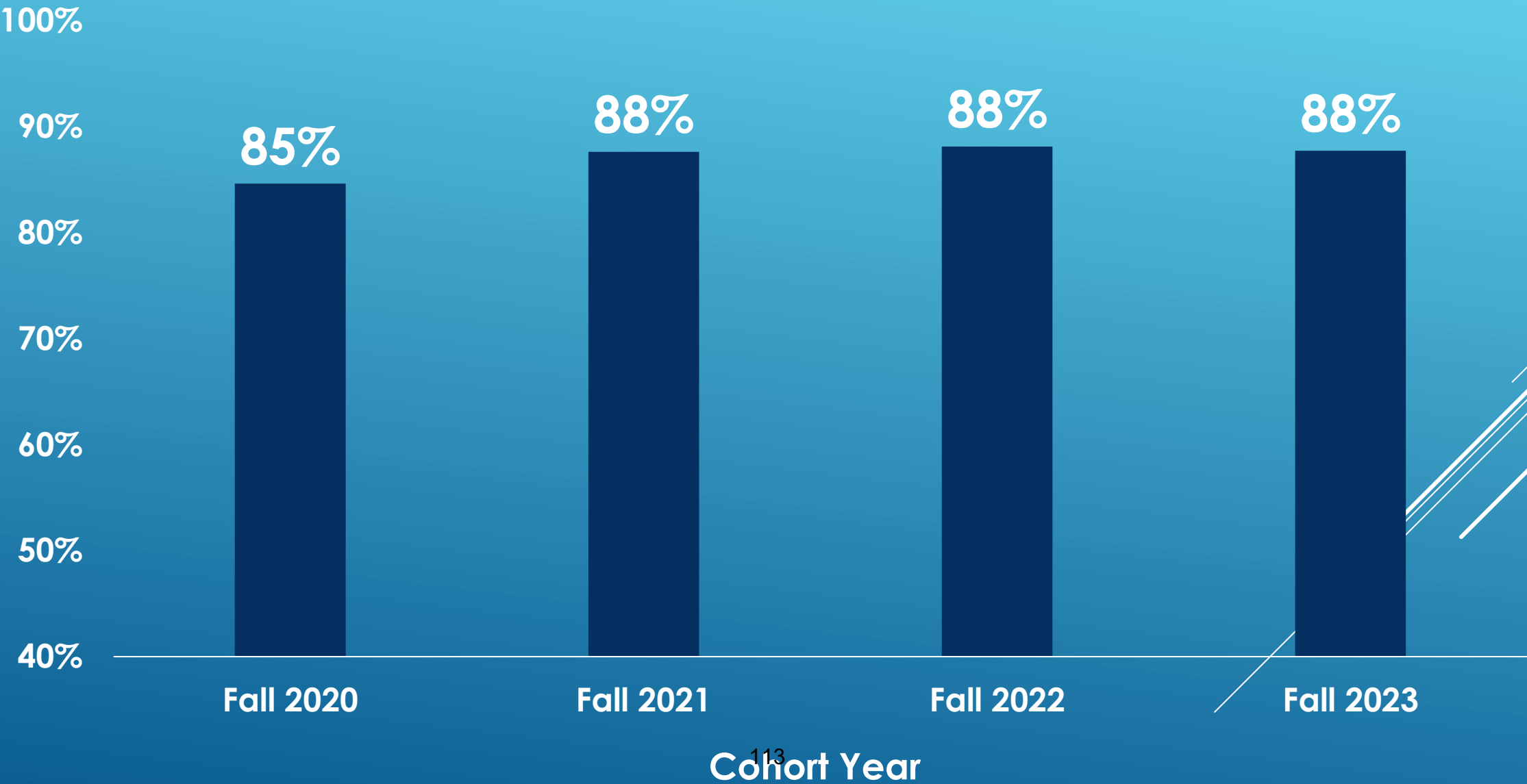
Strategic Plan continued

- ▶ Listening Sessions are being scheduled now for the following:
 1. Community Sessions within the service area to garner public opinion
 2. Focus groups with students to hear what they have to say about the direction of the College
 3. Internal Sessions with Faculty and Staff to receive input on this iteration of strategy and achieving Vision 2030
 4. Board Retreat in May/June for a deeper dive into the goals and objectives of the plan
 5. The plan, after ratification, would begin on September 01, 2024

RETENTION

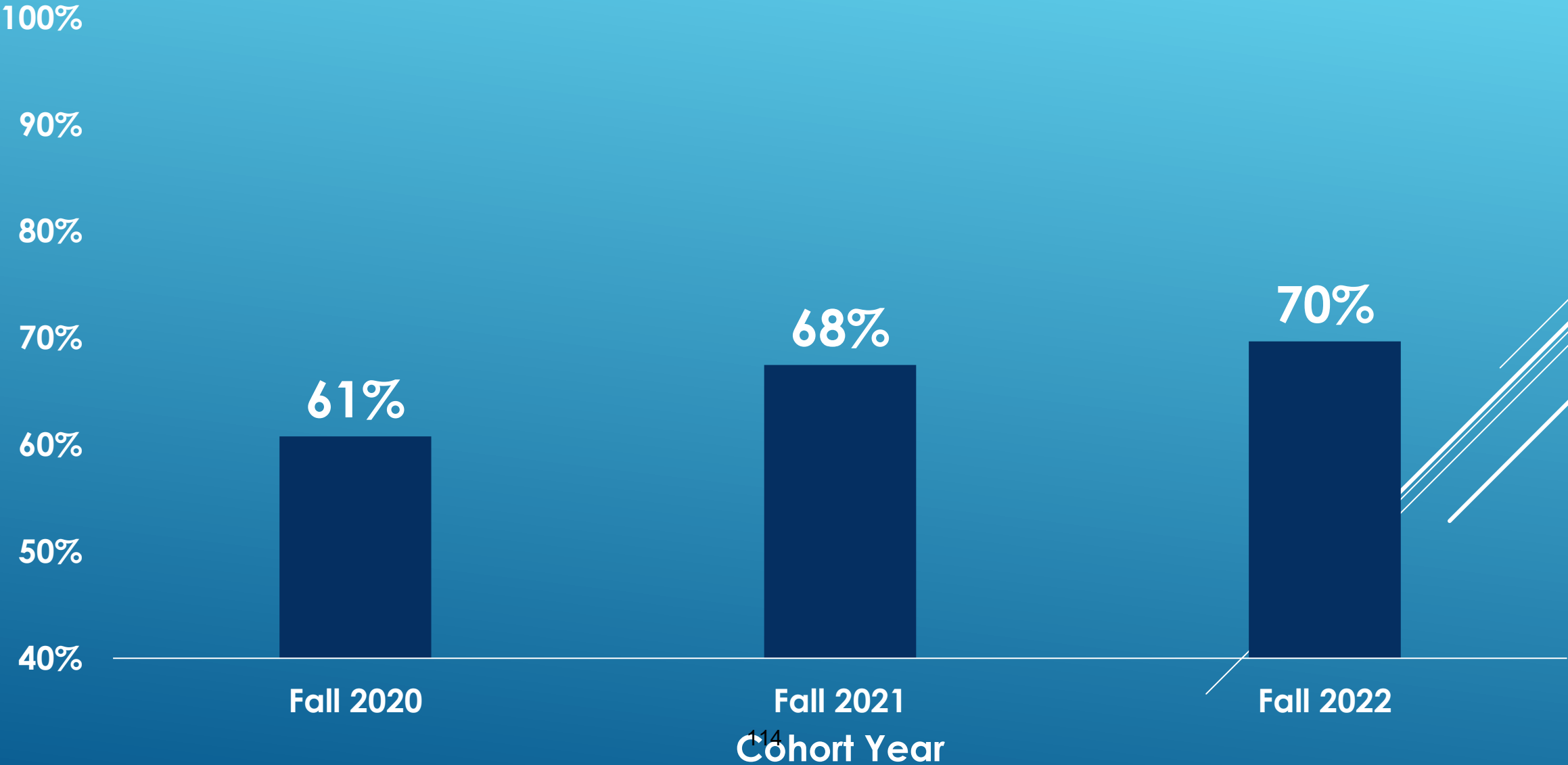
Fall to Spring Retention

First Time in College, Full-Time Cohort

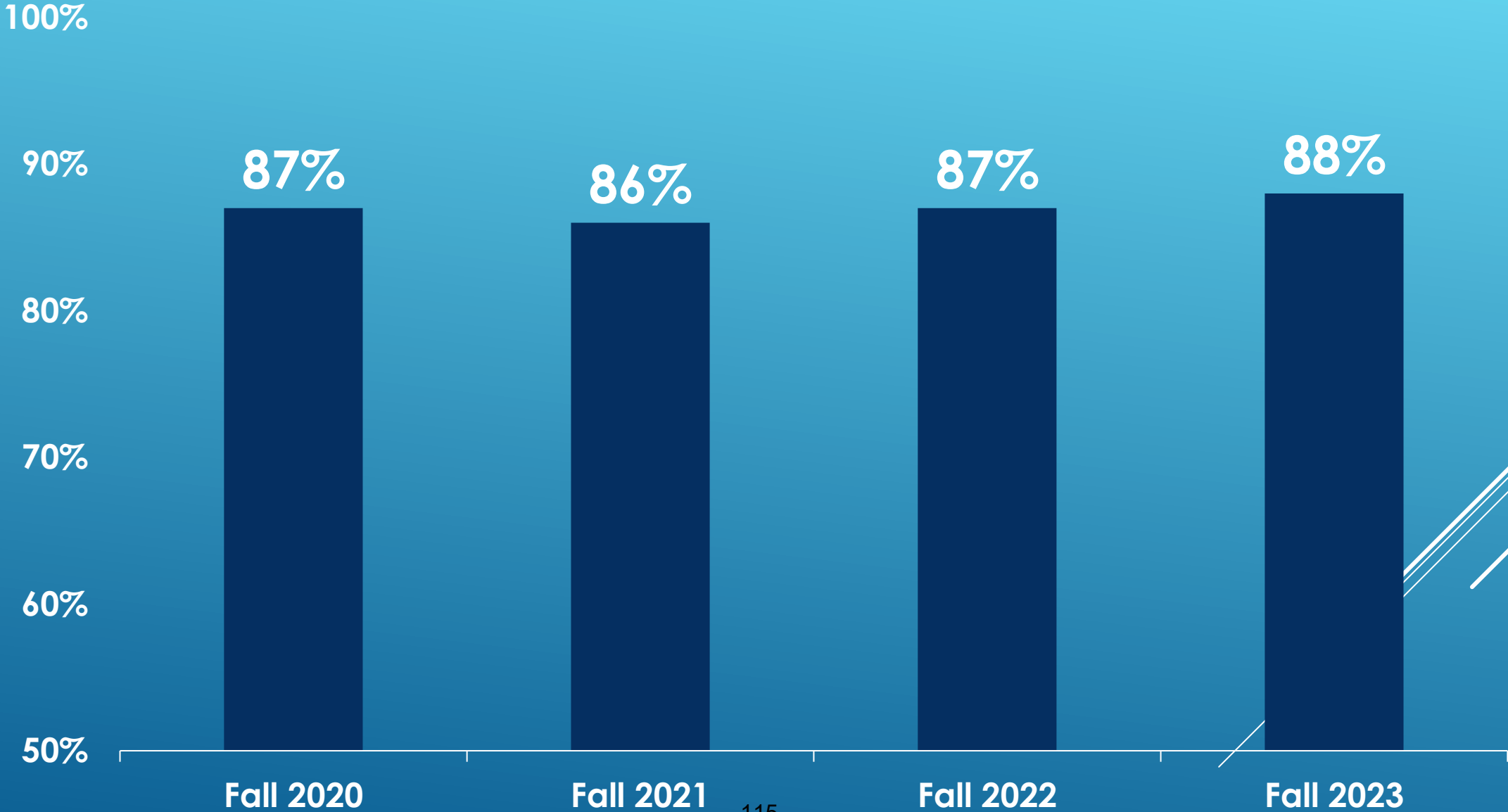


Fall to Fall Retention

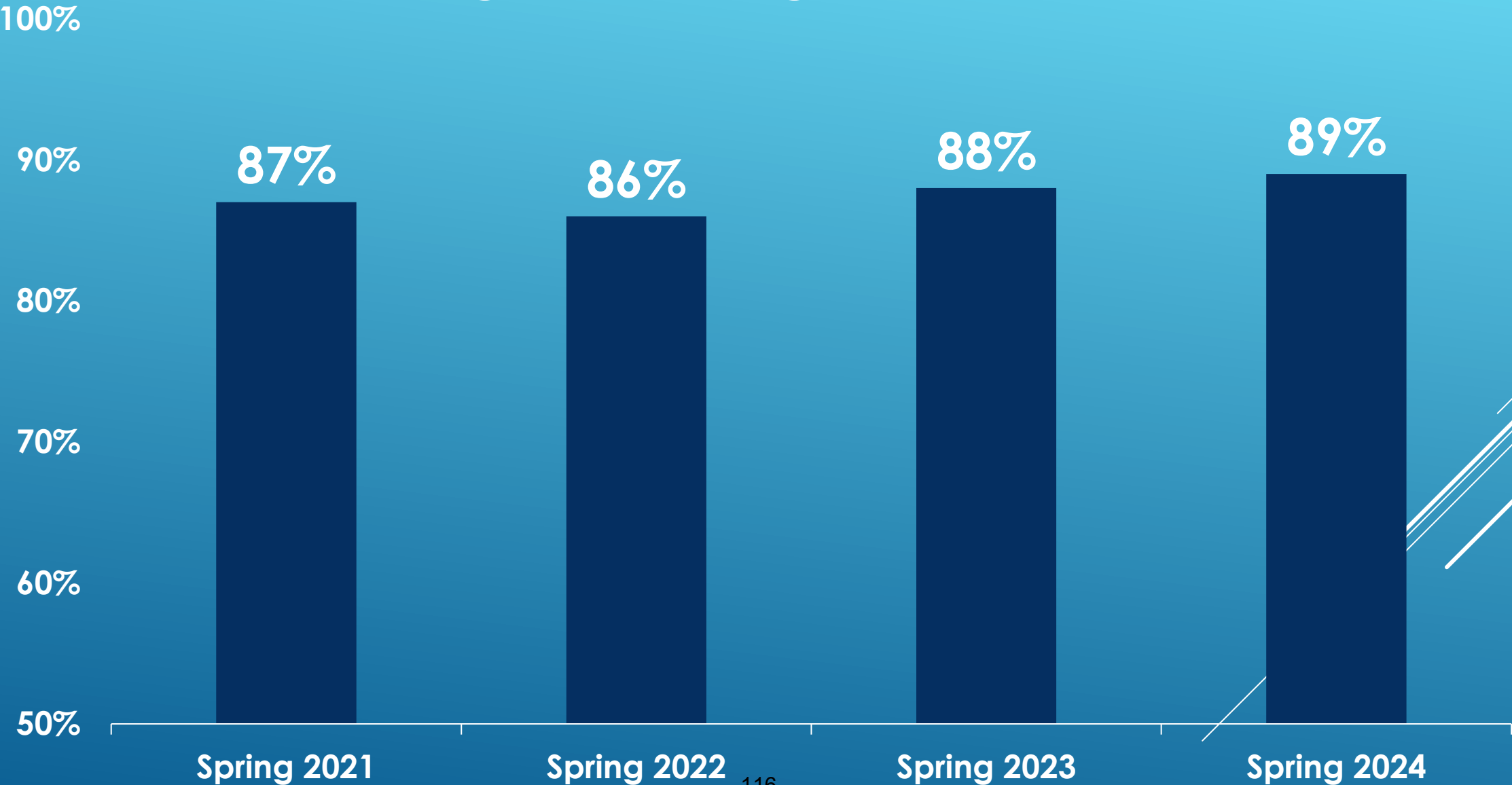
First Time in College, Full-Time Cohort



Fall 1 to Fall 2 Retention – All Students



Spring 1 to Spring 2 Retention – All Students



2024

Retention: Intentional & Targeted Actions

Ebony Dennis, Dean – Instructional Support Services & Retention



Radical Hospitality & Student Success Drives Us!

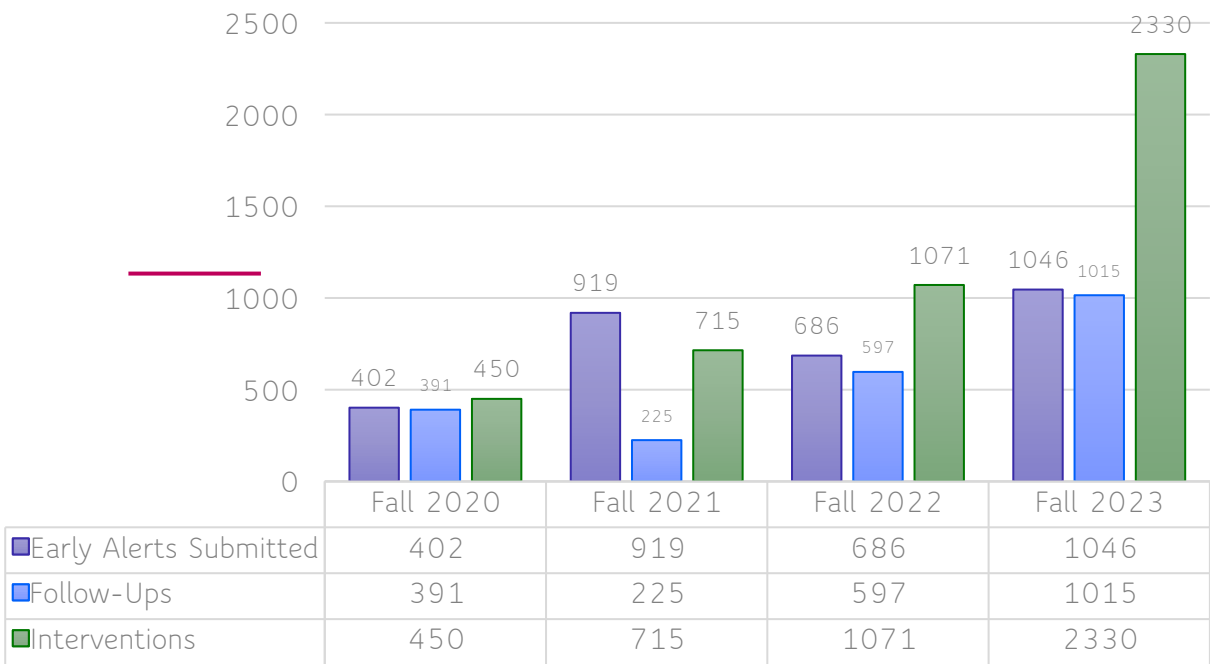
Connecting with Our Students One-Day at a Time

Retention: Intentional & Targeted Actions

Early Alert Numbers: Interventions

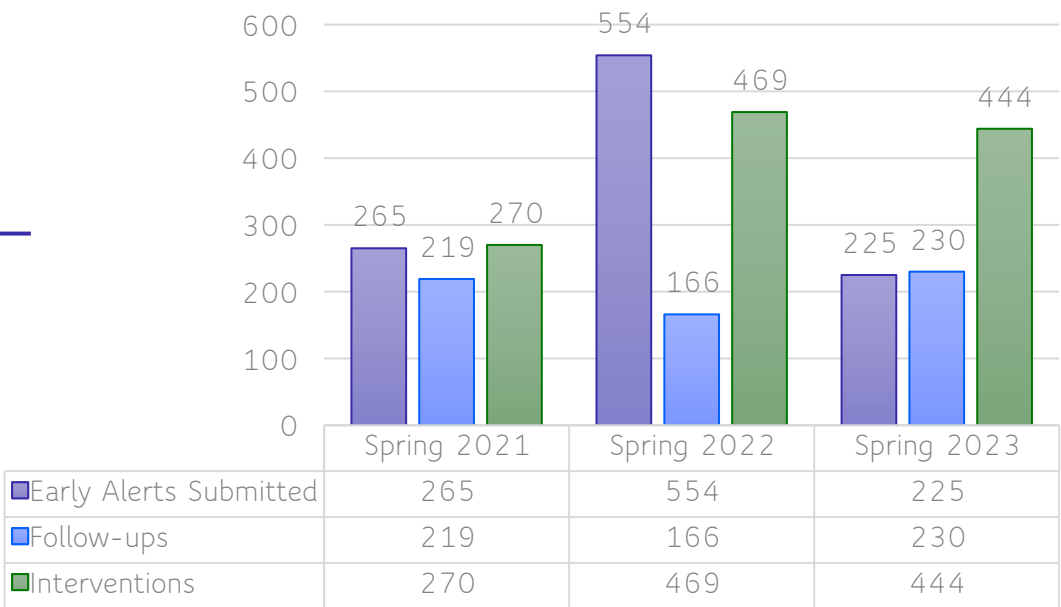
2024

Fall Early Alerts



■ Early Alerts Submitted ■ Follow-Ups ■ Interventions

Spring Early Alerts

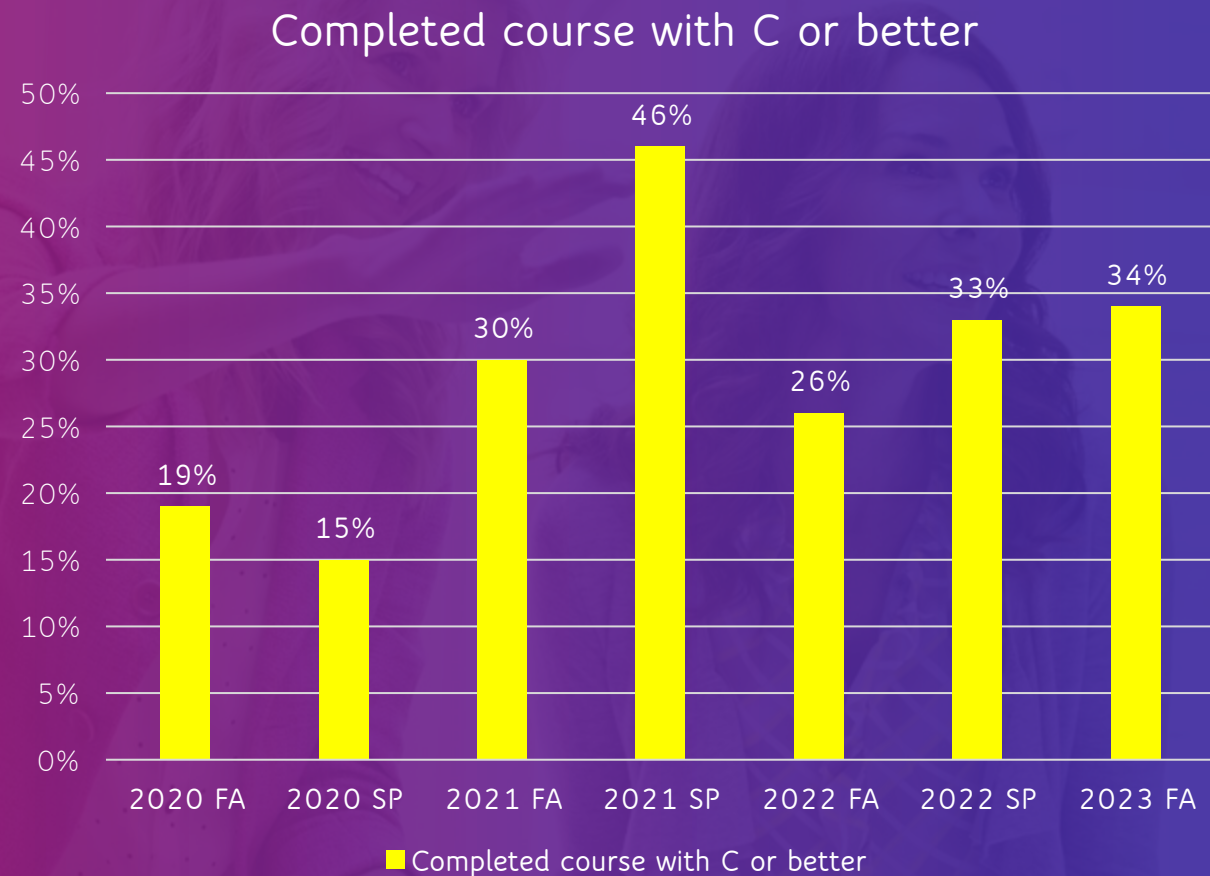


■ Early Alerts Submitted ■ Follow-Ups ■ Interventions

Early Alerts - Students Identified

Overall—Students that
completed a C or better
2020-2023

31%



2024

**QUESTIONS?
THANK YOU!**



Kilgore College Foundation

April 8, 2024

Merlyn Holmes,
Executive Director of the Kilgore College
Foundation and Community Relations

February 5, 2024 to April 8, 2024

New Endowed Scholarships
\$45,000.

Dr. John Stuart Crutchfield Scholarship
J.W. Silvertooth Memorial Scholarship
Stephanie Fugate Scholarship

February 5, 2024 to April 8, 2024

New Gifts/Donations

\$120,500.

KC Foundation Board

**5-Year Rolling Average for Awarding
Even-Out Volatile Months With Market**

***Reloaded SMS
(Scholarship Management System)
Regent Scholarship Program***

\$800,000. +

2024 – 2025

Available Scholarship Awards



KILGORE COLLEGE

Alumni & Friends Mixer

April 19th
6 – 7:30

Back Porch

Kilgore College ***Alumni and Friends*** ***Golf Tournament***

October 11, 2024
Tempest Golf Club



Foundation Board Meeting

April 9, 2024

Board Members - 29

7 Keys to Becoming a 3.0 College

April 8, 2024

Key Ideas:

- Set a living-wage standard and transfer/BA attainment benchmarks, and use them to assess all programs' disaggregated enrollment and student outcomes
- Ensure strong programs (reflected in clear program maps) that lead to successful transfer and good jobs, including applied learning
- Structure student onboarding and first-year advising to ensure they enter strong pathways early
- Advance teaching and learning by defining excellent teaching needed to prepare students for post-graduation success and supporting faculty with professional development and other structures
- Monitor program momentum and work to keep students on track with inescapable advising and strong academic and nonacademic supports
- Receive regular, relevant, structured feedback from:
 - Disaggregated student outcome reports
 - Student surveys and focus groups
 - Employers aligned to large programs
 - Universities where most students transfer
- Create strong structures for analyzing results and modifying approach (program approval, program review, transfer meetings with universities, employer advisory boards, cross-functional work groups)

