



## **Notice/Agenda of August 2022 Regular Meeting**

**The Board of Trustees  
College of the Mainland  
Doyle Family Administration Boardroom (A129)  
Monday, August 22, 2022  
1200 Amburn Road  
Texas City, TX 77591**

August 2022 Regular Meeting of the Board of Trustees of College of the Mainland will be held Monday, August 22, 2022, beginning at 1:30 PM in the Doyle Family Administration Boardroom (A129 ), 1200 Amburn Road, Texas City, Texas 77591.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. The items listed in this notice may be considered in any order at the discretion of the Chair or Board and items listed for closed session discussion may be discussed and/or approved in open session and vice versa as permitted by law.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

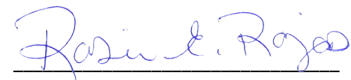
1. **Call to Order**
2. **Pledge of Allegiance (American Flag), Texas Pledge & a Moment of Silence**
3. **Roll Call & Determination of Quorum**
4. **Minutes**
  - A. Consideration of and Possible Action to Approve the Full Board Minutes of Monday, July 25, 2022
5. **Comments from the Community**
  - A. Students
  - B. Employees
  - C. Other Citizens
6. **Constituent Leader Activity Reports**
  - A. Faculty Senate - Dr. Elaine Childs
  - B. Student Government Association - Paloma Ayala, SGA President
7. **Consideration of and Possible Action to Approve the Revisions to COM Local Policies CFE; CIA; DHB; ECC; EDA; EGC and the Addition of DHA**
8. **Human Resources Items**
  - A. Appointment Nominations
    1. Consideration of and Possible Action on the Appointment Nomination of Lara Duhon to the Position of Grant Writer, COM Foundation & Resource Development Department
    2. Consideration of and Possible Action to Approve the Appointment Nomination of Elizabeth Wilson to the Position of Faculty - Process Technology, Process Technology Department
  - B. Non-Contractual Hiring Report

9. **Consideration of and Possible Action to Adopt the Resolution Calling for the Defeasance and Redemption of Certain Outstanding College of the Mainland Limited Tax General Obligation Bonds; Directing the Redemption of Such Bonds; and Containing Other Matters Related Thereto**
10. **Consideration of and Possible Action to Adopt the College of the Mainland "Fiscal Analysis and Budget" as Presented by the Administration for the Academic/Fiscal Year 2022-2023**
11. **Consideration of and Possible Action to Set the Date to Adopt the 2023 Tax Rate on Monday, September 26, 2022**
12. **Consideration of and Possible Action to Propose a Maintenance and Operations Tax Rate of .15142/100 and an Interest and Sinking Rate of .1162/100 for a Total Rate of .26762/100 for the 2023 Tax Year**
13. **Consideration of and Possible Action to Approve the Renewal of Contract 16-21 for the Ellucian Colleague Annual Maintenance Agreement and Services for an Amount Not-to-Exceed \$466,662 to be Paid from FY 2023 Operating Budget**
14. **Consideration of and Possible Action to Approve Award of Contract 23-02 for Print Services Not-to-Exceed \$660,000 to be Paid from Operating and Ancillary Funds**
15. **Consideration of and Possible Action to Approve Award of Contract 23-06 for the Purchase of Dental Equipment and Supplies in an Amount Not-to-Exceed \$197,500 to be Paid from 2018 Bond Funds and Title V Grant Funds**
16. **Consideration of and Possible Action to Approve Award of Contract 23-07 in an Amount Not-to-Exceed \$418,700 for the Purchase of Simulator Training Equipment to Support Maritime Industry Contract Training Programs and Students in the Expanded Continuing Education Programs to be Paid from the TRUE Grant**
17. **Consideration of and Possible Action to Approve the Lease between COM and JMK5 Texas City, LLC for Educational Facilities to be Located at Mainland City Centre**
18. **Consideration of and Possible Action to Accept the Workers' Compensation & Unemployment Insurance Renewal Proposal from TASB Risk Management in the Amount of \$128,622 & \$60,798 Respectively**
19. **Consideration of and Possible Action to Extend Contract 18-07 Awarded to Weaver & Tidwell for Internal Audit Services Not-to-Exceed \$600,000 to be Paid from Operating Funds**
20. **Consideration of and Possible Action to Approve Award of Contract 23-04 for Turnkey Catering/Food Services Not-to-Exceed \$250,000 to be Paid from Standard Operations and Various Ancillary Funds**
21. **Consideration of and Possible Action to Renew Contract 20-01 to IQS in an Amount Not-to-Exceed \$988,500 per Year to be Paid from FY 2023 Operating Budget**
22. **Financial Report(s)**
  - A. Consideration of and Possible Action to Accept the July 2022 Investment and the July 2022 Financial Reports
23. **Board Report**
24. **President's Report**
  - A. Updates
    1. Enrollment Report - Dr. Helen Brewer
  - B. Reminders/Announcements

1. Board Meetings
  - September 2022 - Monday, September 26th, 1:30 p.m.
  - October 2022 - Monday, October 24th, 1:30 p.m.
  - December 2022 - Tuesday, December 6th, 1:30 p.m.
2. Fall Graduation
  - a. Saturday, December 10th, Abundant Life
- C. Resignations and Retirement Report
- D. Miscellaneous
25. **Adjournment to closed or executive session pursuant to Texas Government Code of the Open Meetings Act**  
***Reference Section 551.072 - deliberation regarding real property***
26. **Adjourn**

*\*If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board reserves the right to conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E, including but not limited to the following provisions; 1)Section 551.071-consultation with attorney, 2)Section 551.072-deliberation regarding real property, 3) Section 551.073-deliberation regarding prospective gifts, 4)Section 551.074-deliberation regarding personnel matters, and/or complaints against school personnel, 5)Section 551.082-deliberation regarding student disciplinary matters and/or complaints against personnel. 6)Section 551.087-deliberation regarding economic development negotiations, and/or 7)Section 551.089 – deliberation regarding security devices or security audits. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.*

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on, Friday, August 19, 2022, 12:00 P.M.



Rosie E. Rojas  
Board Clerk

## ***Administration***

President Warren Nichols Ed.D.  
Vice President Jerry Fliger, Ph.D.  
Vice President Clen Burton, Ph.D.  
Vice President Helen Brewer, Ph.D.  
Vice President Lisa Watson, Ph.D.



PRESIDENT'S OFFICE

# Call to Order

Call to Order on (insert date)  
at (insert time)



PRESIDENT'S OFFICE

Pledge of Allegiance to the American Flag  
Texas Pledge  
Moment of Silence

The Texas State Flag Pledge  
"Honor the Texas flag; I pledge  
allegiance to thee, Texas, one state under  
God, one and indivisible."



College of the Mainland  
Board of Trustees  
2021-2023

Dr. Bill McGarvey,  
Board Chair  
808 Buttonwood Dr.  
Texas City, TX 77591  
409-770-3537  
[wmcgarvey@gmail.com](mailto:wmcgarvey@gmail.com)

Mr. Alan L. Waters,  
Board Vice Chair  
#1 South Pintail Street  
La Marque, TX 77568  
409-655-5055  
[awaters1@com.edu](mailto:awaters1@com.edu)

Mrs. Melissa Skipworth,  
Board Secretary  
1061 Misty Cliff  
Dickinson, TX 77539  
281-684-9146  
[mskipworth@com.edu](mailto:mskipworth@com.edu)

Dr. Verna J. Henson,  
Trustee  
7306 Heron Ln.  
Texas City, TX 77591  
409-995-0948  
[vhenson@com.edu](mailto:vhenson@com.edu)

Mr. Kyle L. Dickson,  
Trustee  
2514 Pilgrim Estate Dr.  
Texas City, TX 77590  
281-488-0630  
[dickson@murray-lobb.com](mailto:dickson@murray-lobb.com)

Mrs. Dawn King,  
Trustee  
P.O. Box 1105  
Dickinson, TX 77539  
832-860-0663  
[dking4@com.edu](mailto:dking4@com.edu)

Mr. Don Gartman,  
Trustee  
2538 Quaker Dr.  
Texas City, 77590  
409-739-2618  
[dgartman@com.edu](mailto:dgartman@com.edu)



## **MINUTE ORDER**

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 22, 2022  
Subject: Full Board Minutes

Presented for recommended acceptance to Board of Trustees on the same date.

### **MINUTE ORDER**

Motion to be acted upon: "I move the Board of Trustees approve the Full Board Minutes of July 25, 2022.

### **PURPOSE**

To ensure accuracy of the monthly minutes.

### **BACKGROUND**

Minutes are brought forward every month for approval.

### **IMPLICATIONS**

Financial: N/A

Strategic Goal #1: Strategic Goal #5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution (including physical facilities) and that enhance the quality of the faculty and staff.

Human Resources: N/A

### Attachments

1. Minutes of 7/25/22

**College of the Mainland Board of Trustees**  
**Minutes of Monday, July 25, 2022**  
**1:30 p.m., The Marquee at Mainland City Centre**

**Call to Order**

Bill McGarvey called the meeting to order at 1:30 p.m.

**Pledge of Allegiance (American Flag), Texas Pledge & a Moment of Silence**

**Roll Call & Determination of Quorum**

Roll call indicated that all Trustees were present.

**Minutes**

**Consideration of and Possible Action to Approve the Full Board Minutes of Monday, June 27, 2022**

Alan Waters moved for approval of the Full Board Minutes of Monday, June 27, 2022. Melissa Skipworth seconded the motion; all voted in approval.

**Comments from the Community**

There were no comments this month.

**Constituent Leader Activity Reports**

**Faculty Senate** – Dr. Elaine Childs, Faculty Senate President, updated the Board on faculty activities.

**Student Government Association** – Carolina Camargo Alvarez and Philip Delacruz updated the Board on student activities.

**Redistricting Item(s)**

**Consideration of and Possible Action to Approve a Resolution Adopting Priorities and Principals for Redistricting Based on the 2020 U.S. Census, as Presented by the Administration**

Alan Waters moved the Board of Trustees approve a resolution adopting priorities and principles for redistricting based on the 2020 U.S. Census, as presented by the Administration. Melissa Skipworth seconded the motion; all voted in approval.

**Consideration of and Possible Action to Adopt Plan 1 for Redistricting as Presented by the Administration as the Board's Proposed Redistricting Plan**

Melissa Skipworth moved the Board of Trustees adopt Plan 1 for redistricting as presented by the Administration as the Board's proposed redistricting plan. Alan Waters seconded the motion; all voted in approval.

**Human Resources Items**

**Appointment Nominations**

**Consideration of and Possible Action to Approve the Appointment Nomination of Rebecca Fagan to the Position of Faculty – Engineering, Science Department**

Melissa Skipworth moved the Board of Trustees approve the appointment of Rebecca Fagan to the position of Faculty – Engineering, Science Department. Verna Henson seconded the motion; all voted in approval.

**Consideration of and Possible Action to Approve the Appointment Nomination of Nicanor Rodriguez to the Position of Student Life Specialist II, Student Life Department**

Don Gartman moved the Board of Trustees approve the appointment of Nicanor Rodriguez to the position of Student Life Specialist II, Student Life Department. Dawn King seconded the motion; all voted in approval.

**Consideration of and Possible Action to Approve the Appointment Nomination of Jalayne Henderson to the Position of Vocational Nursing Program Coordinator, Nursing Department**

Don Gartman moved the Board of Trustees approve the appointment of Jalayne Henderson to the position of Vocational Nursing Program Coordinator, Nursing Department. Alan Waters seconded the motion; all voted in approval.

**Consideration of and Possible Action to Approve the Appointment Nomination of Judie Olivares to the Position of Human Resources Specialist, Human Resources Department**

Don Gartman moved the Board of Trustees approve the appointment of Judie Olivares to the position of Human Resources Specialist, Human Resources Department. Alan Waters seconded the motion; all voted in approval.

**Non-Contractual Hiring Report**

Alan Waters moved the Board of Trustees accept the Non-Contractual Positions Hiring Report as written. Don Gartman seconded the motion; all voted in approval.

**Financial Report(s)**

**Consideration of and Possible Acceptance of the June 2022 Investment and the June 2022 Financial Reports**

Verna Henson moved the Board of Trustees accept the June 2022 Investment and Financial Reports. Alan Waters seconded the motion; all voted in approval.

**Board Report**

Melissa Skipworth attended the MI Lewis Gala & was asked questions about a future bond for COM.

**President's Report**

**Updates**

Dr. Nichols will be taking a 2-week vacation to Costa Rica. Dr. Burton will serve as Acting President.

**Reminders/Announcements**

**Board Meetings**

**August Special Called BOT Meeting – Thursday, August 18<sup>th</sup>, 3:00 p.m.**

**August 2022 – Monday, August 22<sup>nd</sup>, 1:30 p.m.**

**September 2022 – Monday, September 26<sup>th</sup>, 1:30 p.m.**

**October 2022 – Monday, October 24<sup>th</sup>, 1:30 p.m.**

**December 2022 – Tuesday, December 6<sup>th</sup>, 1:30 PM**

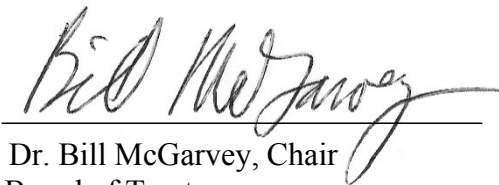
**Fall Graduation – Saturday, December 10<sup>th</sup>**

**Resignations and Retirement Report – included in the board packet.**

**Adjournment at 2:38 p.m.**



Melissa Skipworth, Secretary  
Board of Trustees



Dr. Bill McGarvey, Chair  
Board of Trustees

## Comments from the Community

A citizen desiring to appear before the Board of Trustees shall complete a Public Comment Request Form indicating the topic about which they wish to speak which shall be filed with the Board Clerk ten (10) minutes prior to the start of the meeting. Time allotted each citizen or organization shall be limited to five minutes. The total time for hearing of citizens shall be no more than 60 minutes at any one meeting. Presentation of matters concerning a complaint or charge against a College District employee or officer will be heard in closed session unless the individual who is the subject of the change or complaint requests a public hearing.

We appreciate your concerns. If the matter(s) you raise are not included on the board agenda, state law, specifically the Texas Open Meetings Act, prohibits the Board from discussing, commenting on or taking action on these issues at this board meeting. Thank you.



PRESIDENT'S OFFICE

## Constituents Leader Activity Reports

### A. Faculty Senate - Dr. Elaine Childs

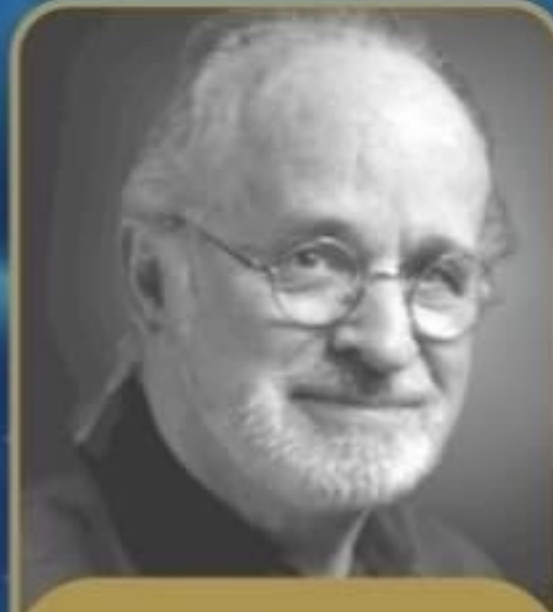
# EDUCATOR OF THE YEAR AWARD RECIPIENTS



**RACHEL HARRAH**  
THEATRE ADMINISTRATOR  
OF THE YEAR



**H. RUSS BROWN**  
EDUCATOR OF THE YEAR  
HIGHER EDUCATION



**CHARLIE HUKILL**  
FOUNDERS AWARD



**RACHEL MATTOX**  
EMERITUS AWARD



**JABARI COLLINS**  
K-12 EDUCATOR  
OF THE YEAR (HS)



**LAURA MCNARY**  
K-12 EDUCATOR  
OF THE YEAR (MS/ES)

**TEXAS**  
EDUCATIONAL  
*Theatre*  
ASSOCIATION, INC.



*TheatreFest*  
REGISTRATION NOW OPEN  
LODGING Moody Gardens



PRESIDENT'S OFFICE

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 22, 2022  
Subject: Recommendation – Approval to COM Local Policy update

Discussion and possible action on the proposed revisions to COM Local Policies: CFE; CIA; DHB; ECC; EDA; EGC; and the addition of DHA.

Presented and recommended for approval to the Board of Trustees on August 22, 2022.

**MINUTE ORDER**

**Motion to be acted upon: “I move the Board of Trustees approve the revisions to COM Local Policies CFE; CIA; DHB; ECC; EDA; EGC; and the addition of DHA.”**

**ATTACHMENTS**

- 1) CFE (Local)- *Purchasing and Acquisition: Vendor Relations*
- 2) CIA (Local)- *Equipment and Supplies Management: Records Maintenance*
- 3) DHA (Local)- *Employee Standards of Conduct: Searches and Alcohol/Drug Testing*
- 4) DHB (Local)- *Employee Standards of Conduct: Child Abuse and Neglect Reporting*
- 5) ECC (Local)- *Instructional Arrangements: Course Load and Schedules*
- 6) EDA (Local)- *Instructional Resources: Instructional Materials*
- 7) EGC (Local)- *Academic Achievement: Graduation*



## AUGUST 2022 POLICY UPDATE

### FISCAL POLICY CHANGES

**CIA (LOCAL) *Equipment and Supplies Management: Records Management.*** This policy addresses changes relating to the management of electronic records, including language detailing requirements for procedures.

### PERSONNEL POLICY CHANGES

**DHA (LOCAL) *Employee Standards of Conduct: Searches and Alcohol/Drug Testing.*** Provisions regarding searches and alcohol/drug testing have been deleted from DHB and moved to this new policy number. There is no change to the content of these provisions.

**DHB (LOCAL) *Employee Standards of Conduct: Child Abuse and Neglect Reporting.*** This standalone policy emphasizes the importance of reporting suspected child abuse and neglect and the proper standard to apply when deciding if they should report. As outlined in the policy, an employee must have a “**reasonable cause**” to suspect abuse and neglect. College of the Mainland recognizes that knowing when or if you should make a report can be difficult, confusing and stressful. As such, COM encourages employees to discuss their concerns with supervisors, human resources professionals, or the college’s Staff Attorney when considering if the information you have amounts to reasonable cause and triggers your duty to report.

### IMPORTANT NOTICE

**WHILE YOU ARE NOT REQUIRED TO NOTIFY THE COLLEGE IF YOU HAVE MADE A REPORT OF SUSPECTED ABUSE OR NEGLECT, YOU MUST IMMEDIATELY ALERT COLLEGE OFFICIALS IF YOU HAVE REASON TO BELIEVE THAT A REPORT OF SUSPECTED CHILD ABUSE AND NEGLECT MAY RESULT IN A RISK OF HARM TO YOURSELF OR OTHERS WITHIN THE COLLEGE COMMUNITY.**

### INSTRUCTIONAL POLICY CHANGES

**ECC(LOCAL) *Instructional Arrangements: Course Load and Schedules.*** Revisions to this policy identify factors the college must consider when determining if a disaster significantly affects the students’ ability to participate in coursework for purposes of allowing students to drop courses due to the disaster.

**EGC (LOCAL) *Academic Achievement: Graduation.*** COM no longer requires students to submit an application to be eligible for graduation. COM will now identify those who have met graduation requirements and automatically award the degree or certificate and post the credential to the official transcript.

The Office of the Staff Attorney is available to answer any questions regarding these changes or other policy questions you may have. Please contact [cbrasher1@com.edu](mailto:cbrasher1@com.edu) for assistance.

For more information and to read the entire texts of these and other policies visit:  
<https://pol.tasb.org/Home/Index/497>

PURCHASING AND ACQUISITION  
VENDOR RELATIONS

CFE  
(LOCAL)

For purposes of this policy, a vendor is defined as a seller of goods or services. A vendor must receive permission from the vice president ~~of college and financial services~~ for fiscal affairs or designee prior to entering College District property for the purpose of soliciting goods or services.

Vendors permitted on campus shall include those invited to:

1. Provide demonstrations, submit bids, or acquaint the staff with goods and services to be purchased for College District purposes.
2. Provide required or approved College Districtwide services (e.g., retirement plans or approved insurance programs) that are of benefit to the staff, students, or the College District.

The College President shall have the authority to invite vendors to participate in College District functions, programs, or activities, as appropriate.

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The College President shall have the authority to invite vendors to participate in College District functions, programs, or activities, as appropriate.

~~The College President~~ The College President shall oversee the performance of records management functions prescribed by state and federal law:

- Records ~~administrator~~ Administrator, as prescribed by Local Government Code 176.001 and 176. ~~0065.007~~ [See BBFA, CIA, and CFE]
- Officer for ~~public information~~ Public Information, as prescribed by Government Code 552.201–.205. [See GCB]
- Public ~~information coordinator~~ Information Coordinator, as prescribed by Government Code 552.012. [See BBD]

**Local Government  
Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

Local Government  
Record

Records  
Management  
Officer

The ~~vice president of fiscal affairs~~ vice president of fiscal affairs shall serve as and perform the duties of the College District’s records management officer, as prescribed by Local Government Code 203.023, and shall administer the College District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

*Notification*

The records management officer shall file ~~the officer’s~~ his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the College District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

EQUIPMENT AND SUPPLIES MANAGEMENT  
RECORDS MANAGEMENT

CIA  
(LOCAL)

<b>Records Control Schedules</b>	The records management officer shall file with the TSLAC a written certification that the College District has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.
<b>Website Postings</b>	The College District's records management program shall address the length of time records will be posted on the College District's website when the law does not specify a posting period.
<b>Declaration of Public Property</b>	All records maintained under the College District's retention schedule shall be the property of the College District. No official or employee of the College District shall have, by virtue of his or her position, any personal or property rights to such records even though the official or employee developed or compiled the records. The College District prohibits unauthorized use and destruction or removal of files.
<b>Records Destruction Practices</b>	All local government records shall be considered College District property, and any unauthorized destruction or removal shall be prohibited. The College District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the College District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.
<b>Training</b>	The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable College District staff are trained on the College District's records management program, including this policy and corresponding procedures.

EQUIPMENT AND SUPPLIES MANAGEMENT  
RECORDS MANAGEMENT

CIA  
(LOCAL)

The College President shall oversee the performance of records management functions prescribed by state and federal law:

- Records administrator, as prescribed by Local Government Code 176.001 and 176.0065. [See BBFA, CIA, and CFE]
- Officer for public information, as prescribed by Government Code 552.201–.205. [See GCB]
- Public information coordinator, as prescribed by Government Code 552.012. [See BBD]

**Local Government  
Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

Local Government  
Record

Records  
Management  
Officer

The vice president of fiscal affairs shall serve as and perform the duties of the College District’s records management officer, as prescribed by Local Government Code 203.023, and shall administer the College District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

*Notification*

The records management officer shall file the officer’s name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the College District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control  
Schedules

The records management officer shall file with the TSLAC a written certification that the College District has adopted records control

schedules that comply with records retention schedules issued by the TSLAC as provided by law.

**Website Postings**

The College District's records management program shall address the length of time records will be posted on the College District's website when the law does not specify a posting period.

**Declaration of Public Property**

All records maintained under the College District's retention schedule shall be the property of the College District. No official or employee of the College District shall have, by virtue of his or her position, any personal or property rights to such records even though the official or employee developed or compiled the records. The College District prohibits unauthorized use and destruction or removal of files.

**Records Destruction Practices**

All local government records shall be considered College District property, and any unauthorized destruction or removal shall be prohibited. The College District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the College District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

**Training**

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable College District staff are trained on the College District's records management program, including this policy and corresponding procedures.

EMPLOYEE STANDARDS OF CONDUCT  
SEARCHES AND ALCOHOL/DRUG TESTING

DHA  
(LOCAL)

**Reasonable  
Suspicion Searches**

The College District reserves the right to conduct searches when the College District has reasonable cause to believe that a search will uncover evidence of work-related misconduct. The College District may search the employee, the employee's personal items, work areas, lockers, and private vehicles parked on College District premises or worksites or used in College District business. Searches that reveal a violation of the College District's standards of conduct may result in disciplinary action. [See DH]

**Reasonable  
Suspicion Alcohol  
and Drug Testing**

The College District may remove an employee from duty and require testing if there is reasonable suspicion that the employee is under the influence of alcohol or drugs used in violation of College District policy. The determination of reasonable suspicion may be based on specific observations of the appearance, behavior, speech, or body odors of the employee whose motor ability, emotional equilibrium, or mental acuity seems to be impaired while on duty or other relevant information. Any employee who is asked to submit to drug or alcohol screening shall be given the opportunity to provide relevant information about prescription or nonprescription medications that may affect the screening.

A College District employee who refuses to comply with a directive to submit to testing based upon reasonable suspicion shall be subject to disciplinary action, up to and including termination.

A College District employee confirmed to have violated the College District's policy pertaining to alcohol or drugs may be subject to disciplinary action. [See DM series and DH]

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**Note:** The following provisions apply to employees who are covered by the federal Department of Transportation (DOT) rules.

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**Federally Required  
DOT Testing  
Program**

In accordance with DOT rules, the College District shall establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by the drivers of commercial motor vehicles. The primary purpose of the testing program is to prevent impaired employees from performing safety-sensitive functions.

The College President shall designate a College District official who shall be responsible for ensuring that information is disseminated to employees covered under this testing program regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results.

EMPLOYEE STANDARDS OF CONDUCT  
SEARCHES AND ALCOHOL/DRUG TESTING

DHA  
(LOCAL)

Drug-related  
Violations

The following constitute drug-related violations under the DOT rules:

1. Refusing to submit to a required test for alcohol or controlled substances.
2. Providing an adulterated, diluted, or substituted specimen on an alcohol or controlled substances test.
3. Testing positive for alcohol, at a concentration of 0.04 or above, in a post-accident test.
4. Testing positive for controlled substances in a post-accident test.
5. Testing positive for alcohol, at a concentration of 0.04 or above, in a random test.
6. Testing positive for controlled substances in a random test.
7. Testing positive for alcohol, at a concentration of 0.04 or above, in a reasonable suspicion test.
8. Testing positive for controlled substances in a reasonable suspicion test.

An employee who operates a commercial motor vehicle, including a bus, and commits a drug-related DOT violation as defined above may be reinstated as a driver if he or she successfully completes a return-to-duty test. The employee may also be subject to follow-up tests.

Alcohol Results  
Between 0.02 and  
0.04

In accordance with DOT rules, a driver tested under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall be suspended from driving duties for at least 24 hours.

[In the event of a subsequent positive test result for alcohol of 0.02 or greater but less than 0.04, see the disciplinary consequences at College District-Imposed Consequences, below.]

Reasonable  
Suspicion DOT  
Testing

Only supervisors specifically trained in accordance with federal regulations may, based upon reasonable suspicion, remove a driver from a safety-sensitive position and require testing for alcohol and/or controlled substances. The determination of reasonable suspicion shall be based on specific observations of the appearance, behavior, speech, or body odors of the driver whose motor ability, emotional equilibrium, or mental acuity seems to be impaired. Such observations must take place just preceding, during, or just after the period of the workday that the driver is on duty.

EMPLOYEE STANDARDS OF CONDUCT  
SEARCHES AND ALCOHOL/DRUG TESTING

DHA  
(LOCAL)

The observations may include indication of the chronic and withdrawal effects of controlled substances. Within 24 hours of the observed behavior, the supervisor shall provide a signed, written record documenting the observations leading to a controlled substance reasonable suspicion test.

College District-  
Imposed  
Consequences

In addition to the consequences established by federal law, a College District employee confirmed to have violated the College District's policy pertaining to alcohol or controlled substances, including a second or subsequent positive test result for alcohol of 0.02 or greater but less than 0.04, shall be subject to College District-imposed discipline, as determined by his or her supervisor(s) and the College President. Such discipline may include any appropriate action from suspension without pay during the period of removal from safety-sensitive functions, up to and including termination of employment.

In cases where a driver is also employed in a nondriving capacity by the College District, disciplinary action imposed for violation of alcohol and controlled substances policies shall apply to the employee's functions and duties that involve driving. Additionally, upon recommendation of the employee's supervisor, disciplinary measures up to and including termination of employment with the College District may be considered.

EMPLOYEE STANDARDS OF CONDUCT  
CHILD ABUSE SEARCHES AND NEGLECT REPORTING ALCOHOL/DRUG TESTING

DHB  
(LOCAL)

Reporting

Any person who  
Reasonable  
Suspicion Searches

The College District reserves the right to conduct searches when the College District has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a responsibility under state law to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking search will uncover evidence of a child.

A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child has an additional legal obligation to submit a written or oral report within 48 hours after the professional first has reasonable cause to believe the abuse or neglect has occurred or may be occurring. A "professional" is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the Texas Abuse Hotline Website;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill the person's responsibilities under the law by only reporting suspicion of abuse or neglect to the College

EMPLOYEE STANDARDS OF CONDUCT  
CHILD ABUSE SEARCHES AND NEGLECT REPORTING  
ALCOHOL/DRUG TESTING

DHB  
(LOCAL)

	<p><del>President or another College District staff member work-related misconduct. The College District shall not require an</del> <u>may search the employee to first report, the employee's suspicion to a personal items, work areas, lockers, and private vehicles parked on College District premises or campus administrator.</u></p>
<p><u>Confidentiality</u></p>	<p><u>In accordance with state law, the identity of a person making a report of suspected child abuse worksites or neglect shall be kept confidential and shall be disclosed only used in accordance with the rules of the investigating agency.</u></p>
<p><u>Immunity</u></p>	<p><u>A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.</u></p>
<p><u>Failure to Report</u></p>	<p><u>By failing to report suspicion of child abuse or neglect, an employee:</u></p> <ol style="list-style-type: none"><li><u>1. May be placing a child at risk of continued abuse or neglect;</u></li><li><u>2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report; and</u></li><li><u>3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment.</u></li></ol> <p><u>It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.</u></p>
<p><u>Responsibilities Regarding Investigations</u></p>	<p><u>In accordance with law, College District officials shall be prohibited from:</u></p> <ol style="list-style-type: none"><li><u>1. Denying an investigator's request to interview a child on campus in connection with an investigation of child abuse or neglect;</u></li></ol> <p><del>Requiring a parent or business. Searches that reveal a violation of the College District employee be present during the interview; or District's standards of conduct may result in disciplinary action. [See DH]</del></p> <ol style="list-style-type: none"><li><u>2. Coercing someone into suppressing or failing to report child abuse or neglect.</u></li></ol> <p><u>College District personnel shall cooperate fully and without parental consent with an investigation of reported child abuse or neglect.</u></p>

EMPLOYEE STANDARDS OF CONDUCT  
CHILD ABUSE SEARCHES AND NEGLECT REPORTING ALCOHOL/DRUG TESTING

DHB  
(LOCAL)

Adverse Employment Action Prohibited

The College District prohibits any adverse employment action, including termination or discrimination, against any employee who in good faith reports child abuse or neglect or participates in a related investigation.

Training

~~The College District may remove an employee from duty and require testing if there is reasonable suspicion that the employee is under the influence of alcohol or drugs used in violation of College District policy. The determination of reasonable suspicion may be based on specific observations of the appearance, behavior, speech, or body odors of the employee whose motor ability, emotional equilibrium, or mental acuity seems to be impaired while on duty or other relevant information. Any employee who is asked to submit to drug or alcohol screening shall be given the opportunity to provide relevant information about prescription or nonprescription medications that may affect the screening.~~

The Reasonable Suspicion Alcohol and Drug Testing

~~A College District shall provide training employee who refuses to comply with a directive to submit to testing based upon reasonable suspicion shall be subject to disciplinary action, up to and including termination.~~

~~A College District employee confirmed to have violated the College District's policy pertaining to alcohol or drugs may be subject to disciplinary action. [See DM series and DH]~~

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**Note:** ~~The following provisions apply to employees as required who are covered by law. Training the federal Department of Transportation (DOT) rules.~~

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Federally Required DOT Testing Program

~~In accordance with DOT rules, the College District shall address reporting requirements establish an alcohol and techniques controlled substances testing program to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by the drivers of commercial motor vehicles. The primary purpose of the testing program is to prevent impaired employees from performing safety-sensitive functions.~~

~~The College President shall designate a College District official who shall be responsible for ensuring that information is disseminated to employees covered under this testing program regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results.~~

Drug-related Violations

~~The following constitute drug-related violations under the DOT rules:~~

EMPLOYEE STANDARDS OF CONDUCT  
CHILD ABUSE SEARCHES AND NEGLECT REPORTING  
ALCOHOL/DRUG TESTING

DHB  
(LOCAL)

- ~~1. Refusing to submit to a required test for alcohol or controlled substances.~~
- ~~2. Providing an adulterated, diluted, or substituted specimen on an alcohol or controlled substances test.~~
- ~~3. Testing positive for alcohol, at a concentration of 0.04 or above, in a post-accident test.~~
- ~~4. Testing positive for controlled substances in a post-accident test.~~
- ~~5. Testing positive for alcohol, at a concentration of 0.04 or above, in a random test.~~
- ~~6. Testing positive for controlled substances in a random test.~~
- ~~7. Testing positive for alcohol, at a concentration of 0.04 or above, in a reasonable suspicion test.~~
- ~~8. Testing positive for controlled substances in a reasonable suspicion test.~~

~~An employee who operates a commercial motor vehicle, including a bus, and commits a drug-related DOT violation as defined above may be reinstated as a driver if he or she successfully completes a return-to-duty test. The employee may also be subject to follow-up tests.~~

~~Alcohol Results  
Between 0.02 and  
recognize sexual  
abuse,  
trafficking, 0.04~~

~~In accordance with DOT rules, a driver tested under this policy and all other maltreatment of children found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall be suspended from driving duties for at least 24 hours.~~

~~[In the event of a subsequent positive test result for alcohol of 0.02 or greater but less than 0.04, see the disciplinary consequences at College District-Imposed Consequences, below.]~~

~~Reasonable  
Suspicion DOT  
Testing~~

~~Only supervisors specifically trained in accordance with federal regulations may, based upon reasonable suspicion, remove a driver from a safety-sensitive position and require testing for alcohol and/or controlled substances. The determination of reasonable suspicion shall be based on specific observations of the appearance, behavior, speech, or body odors of the driver whose motor ability, emotional equilibrium, or mental acuity seems to be impaired. Such observations must take place just preceding, during, or just after the period of the workday that the driver is on duty.~~

~~The observations may include indication of the chronic and withdrawal effects of controlled substances. Within 24 hours of the~~

EMPLOYEE STANDARDS OF CONDUCT  
~~CHILD ABUSE SEARCHES AND NEGLECT REPORTING~~ ALCOHOL/DRUG  
TESTING

DHB  
(LOCAL)

~~College District  
Imposed  
Consequences~~

~~observed behavior, the supervisor shall provide a signed, written record documenting the observations leading to a controlled substance reasonable suspicion test.~~

~~In addition to the consequences established by federal law, a College District employee confirmed to have violated the College District's policy pertaining to alcohol or controlled substances, including a second or subsequent positive test result for alcohol of 0.02 or greater but less than 0.04, shall be subject to College District imposed discipline, as determined by his or her supervisor(s) and the College President. Such discipline may include any appropriate action from suspension without pay during the period of removal from safety-sensitive functions, up to and including termination of employment.~~

~~In cases where a driver is also employed in a nondriving capacity by the College District, disciplinary action imposed for violation of alcohol and controlled substances policies shall apply to the employee's functions and duties that involve driving. Additionally, upon recommendation of the employee's supervisor, disciplinary measures up to and including termination of employment with the College District may be considered.~~

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<sup>i</sup> Texas Abuse Hotline Website: <https://www.txabusehotline.org>

## Reporting

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a responsibility under state law to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child has an additional legal obligation to submit a written or oral report within 48 hours after the professional first has reasonable cause to believe the abuse or neglect has occurred or may be occurring. A "professional" is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

## Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#);
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill the person's responsibilities under the law by only reporting suspicion of abuse or neglect to the College President or another College District staff member. The College

EMPLOYEE STANDARDS OF CONDUCT  
CHILD ABUSE AND NEGLECT REPORTING

DHB  
(LOCAL)

District shall not require an employee to first report the employee's suspicion to a College District or campus administrator.

Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential and shall be disclosed only in accordance with the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failure to Report

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report; and
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities  
Regarding  
Investigations**

In accordance with law, College District officials shall be prohibited from:

1. Denying an investigator's request to interview a child on campus in connection with an investigation of child abuse or neglect;

Requiring a parent or College District employee be present during the interview; or

2. Coercing someone into suppressing or failing to report child abuse or neglect.

College District personnel shall cooperate fully and without parental consent with an investigation of reported child abuse or neglect.

**Adverse  
Employment Action  
Prohibited**

The College District prohibits any adverse employment action, including termination or discrimination, against any employee who in good faith reports child abuse or neglect or participates in a related investigation.

EMPLOYEE STANDARDS OF CONDUCT  
CHILD ABUSE AND NEGLECT REPORTING

DHB  
(LOCAL)

**Training**

The College District shall provide training to employees as required by law. Training shall address reporting requirements and techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children.

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<sup>i</sup> Texas Abuse Hotline Website: <https://www.txabusehotline.org>

**Course Load**

The standard course load for a student for the fall or spring semester shall be 15–17 semester credit hours (SCH). The standard course load for an eight-week session shall be six–eight SCH. The standard course load for a three-week mini-session shall be three–six SCH.

The standard student course load for the summer semester shall be eight SCH for each five-week session or 16 SCH for the full ten-week summer session.

Only under exceptional circumstances will a student be permitted to register for more than the standard course load. Students wishing to take a course load above the standard course load must get approval, on a case-by-case basis, from the vice president for instruction, vice president for student services, or dean.

**Limitation on  
Number of Dropped  
Courses**

A College District student shall not be permitted to drop more than six courses taken while enrolled at the College District or another public institution of higher education. For the limit to apply:

1. The student must be permitted to drop the course without receiving a grade or being penalized academically;
2. The student's transcript must indicate or will indicate the student was enrolled in the course; and
3. The student must not have dropped the course to withdraw from the College District.

**Exceptions for  
Good Cause**

A student shall be permitted to exceed the limit on the number of dropped courses for any of the following reasons:

1. A severe illness or other debilitating condition that affects the student's ability to satisfactorily complete a course;
2. The care of a sick, injured, or needy person if providing that care affects the student's ability to satisfactorily complete a course;
3. The death of a member of the student's family as defined by law;
4. The death of a person who has a sufficiently close relationship to the student as defined by law;
5. The student's active military duty service;
6. The active military service of a member of the student's family or a person who has a sufficiently close relationship to the student;

INSTRUCTIONAL ARRANGEMENTS  
COURSE LOAD AND SCHEDULES

ECC  
(LOCAL)

7. A change in the student's work schedule that is beyond the student's control and affects the student's ability to satisfactorily complete the course; or
8. A disaster declared by the governor that prevents or limits in-person course attendance for a period determined by the College District, in accordance with law, to significantly affect the student's ability to participate in coursework.

Exception for  
Reenrolled  
Students

A qualifying reenrolled student may drop a seventh course in accordance with law.

Exception for  
COVID-19  
Pandemic

A course dropped by a student during the 2020 spring or summer semester or the 2020–21 academic year because of a bar or limit on in-person course attendance due to the COVID-19 pandemic may not be counted toward the limit on the number of dropped courses.

Procedures

The College President shall develop procedures to implement this policy and shall publish the procedures in the College District catalog.

**Course Load**

The standard course load for a student for the fall or spring semester shall be 15–17 semester credit hours (SCH). The standard course load for an eight-week session shall be six–eight SCH. The standard course load for a three-week mini-session shall be three–six SCH.

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A College District student shall not be permitted to drop more than six courses taken while enrolled at the College District or another public institution of higher education. For the limit to apply:

1. The student must be permitted to drop the course without receiving a grade or being penalized academically;
2. The student's transcript must indicate or will indicate the student was enrolled in the course; and
3. The student must not have dropped the course to withdraw from the College District.

**Exceptions for  
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A student shall be permitted to exceed the limit on the number of dropped courses for any of the following reasons:

1. A severe illness or other debilitating condition that affects the student's ability to satisfactorily complete a course;
2. The care of a sick, injured, or needy person if providing that care affects the student's ability to satisfactorily complete a course;
3. The death of a member of the student's family as defined by law;
4. The death of a person who has a sufficiently close relationship to the student as defined by law;
5. The student's active military duty service;
6. The active military service of a member of the student's family or a person who has a sufficiently close relationship to the student;

INSTRUCTIONAL ARRANGEMENTS  
COURSE LOAD AND SCHEDULES

ECC  
(LOCAL)

7. A change in the student's work schedule that is beyond the student's control and affects the student's ability to satisfactorily complete the course; or
8. A disaster declared by the governor that prevents or limits in-person course attendance for a period determined by the College District, in accordance with law, to~~that~~ significantly affect~~affects~~ the student's ability to participate in coursework.

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Procedures

The College President shall develop procedures to implement this policy and shall publish the procedures in the College District catalog.

**Textbook Selection  
of Course Materials**

The ~~College President~~ College President shall establish procedures for adopting, reviewing, and changing ~~course textbooks and other instructional materials, including textbooks.~~ The procedures shall incorporate faculty participation.

**Disposition of  
Complementary  
Texts**

Textbooks not retained for reference may be donated to public schools, libraries, students, and community residents. Complementary copies of textbooks shall not be sold by anyone.

INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS

EDA  
(LOCAL)

**Selection of Course  
Materials**

The College President shall establish procedures for adopting, reviewing, and changing course materials, including textbooks. The procedures shall incorporate faculty participation.

**Disposition of  
Complementary  
Texts**

Textbooks not retained for reference may be donated to public schools, libraries, students, and community residents. Complementary copies of textbooks shall not be sold by anyone.

The Board shall establish graduation requirements in a manner consistent with applicable law. The College District catalog shall address the degrees and certificates, the semester credit hours or continuing education units, and other requirements that must be satisfied to obtain each degree or certificate awarded by the College District.

~~To be eligible for graduation, a student must first submit an application in accordance with procedures established by the College President and published in the College District catalog.~~

Each semester the College District will review students' academic progress toward completion and will identify those who have met the graduation requirements for their program of study on record. Upon meeting the graduation requirements, the College District will automatically award the degree or certificate and post the credential to the official transcript.

The Board shall establish graduation requirements in a manner consistent with applicable law. The College District catalog shall address the degrees and certificates, the semester credit hours or continuing education units, and other requirements that must be satisfied to obtain each degree or certificate awarded by the College District.

Each semester the College District will review students' academic progress toward completion and will identify those who have met the graduation requirements for their program of study on record. Upon meeting the graduation requirements, the College District will automatically award the degree or certificate and post the credential to the official transcript.



PRESIDENT'S OFFICE

**MINUTE ORDER**

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 22, 2022  
Subject: Recommendation – Grant Writer (Replacement)

Presented for recommended approval to the Board of Trustees on August 22, 2022 and forwarded for recommended approval to the Board of Trustees on the same date.

**MINUTE ORDER**

**Motion to be acted upon: “I move the Board of Trustees approve the appointment of Lara Duhon to the position of Grant Writer, COM Foundation & Resource Development Department.”**

**PURPOSE**

This position works closely with Vice President for Institutional Advancement to coordinate requests for funding from, primarily, private foundation sources as well as government grants. This position supports college priorities and researches external funding opportunities by building relationship with private foundations, preparing, and submitting private and government grant proposals. The Grant Writer will increase the capacity of the college creating sustainable grant programs.

**BACKGROUND**

This is a replacement position for Heather Blagg.

**IMPLICATIONS**

Financial: \$61,069 from budget 11-0-0000-5142-5140.

Strategic Goal 5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution (including physical facilities) and that enhance the quality of the faculty and staff.

**ATTACHMENTS**

1. Appointment Nomination



PRESIDENT'S OFFICE

**MINUTE ORDER**

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 22, 2022  
Subject: Recommendation – Faculty – Process Technology (Replacement)

Presented for recommended approval to the Board of Trustees on August 22, 2022 and forwarded for recommended approval to the Board of Trustees on the same date.

**MINUTE ORDER**

**Motion to be acted upon: “I move the Board of Trustees approve the appointment of Elizabeth Wilson to the position of Faculty – Process Technology, Process Technology Department.”**

**PURPOSE**

Responsible for providing instruction within the Process Technology – Industrial Careers Department. Develop and revise curriculum and course work. Establish and be available for scheduled office hours for student consultation and maintain open and consistent communications with students. Attend Department meetings and other mandatory College events. Participate in mandatory College training and professional development. Serve on College committees as needed and assigned. Participate in student advisement and mentoring activities as needed and assigned.

**BACKGROUND**

This is a replacement position for Steve Wethington.

**IMPLICATIONS**

Financial: \$74,236 from budget 11-0-0000-1219-5100.

Strategic Goal 5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution (including physical facilities) and that enhance the quality of the faculty and staff.

**ATTACHMENTS**

1. Appointment Nomination



## MINUTE ORDER

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 22, 2022  
Subject: Recommendation – Acceptance of Non-Contractual Positions Hiring Report

Presented for recommended acceptance to Board of Trustees on August 22, 2022.

### MINUTE ORDER

**Motion to be acted upon: “I move the Board of Trustees accept the *Non-Contractual Positions Hiring Report* as written.”**

### PURPOSE

The *Non-Contractual Positions Hiring Report* is being presented to the Board of Trustees for review and acceptance.

### BACKGROUND

Notwithstanding Board policy DC (Local) which states that the Board delegates to the College President final authority to employ and dismiss non-contractual classified employees on an at-will basis, based on recommendations from the staff the persons listed on the attached Non-Contractual Positions Hiring Report is recommended for employment.

### IMPLICATIONS

#### Financial:

Assistant Professor - Business - \$66,712 from budget 11-0-0000-1104-5100  
Assistant Professor – Math - \$48,290 from budget 11-0-0000-1114-5100  
Assistant Professor – Biology - \$55,951 from budget 11-0-0000-1120-5100  
Assistant Professor – English - \$45,080 from budget 11-0-0000-1102-5100

Strategic Goal #5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution (including physical facilities) and that enhance the quality of the faculty and staff.

#### Attachments

Non-contractual Positions Hiring Report

	POSITION	DEPARTMENT	CLASS SUMMARY	POSITION STATUS	SELECTED CANDIDATE	SALARY	SALARY RANGE
1	Assistant Professor - Business (Temporary)	Business	Responsible for providing instruction within the appropriate department/program. Provide scheduled office hours for student consultation.	Full Time Temporary Faculty	Joseph Walkowicz	\$66,712	\$51,320 - \$66,712 - \$82,110
2	Assistant Professor - Math (Temporary)	Math & Computer Science	Responsible for providing instruction within the appropriate department/program. Provide scheduled office hours for student consultation.	Full Time Temporary Faculty	Jessica Smith	\$48,290	\$43,040 - \$55,951 - \$68,860
3	Assistant Professor - Biology (Temporary)	Science & Engineering	Responsible for providing instruction within the appropriate department/program. Provide scheduled office hours for student consultation.	Full Time Temporary Faculty	Carol Connor	\$55,951	\$43,040 - \$55,951 - \$68,860
4	Assistant Professor - English (Temporary)	Humanities	Responsible for providing instruction within the appropriate department/program. Provide scheduled office hours for student consultation.	Full Time Temporary Faculty	Lauren Rayne	\$45,080	\$43,040 - \$55,951 - \$68,860
5							
6							



PRESIDENT'S OFFICE

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 22, 2022  
Subject: Defeasance (early payment of certain bonds)

**AGENDA ITEM DESCRIPTION:**

Discussion and possible action on a Resolution Calling for the Defeasance and Redemption of Certain Outstanding College of the Mainland Limited Tax General Obligation Bonds.

**PURPOSE:**

Consideration and approval of a Resolution Calling for the Defeasance and Redemption of Certain Outstanding College of the Mainland Limited Tax General Obligation Bonds, Series 2019; Directing the Redemption of Such Bonds; and Containing Other Matters Related Thereto.

**FUNDING SOURCE:**

**PROPOSED MOTION:**

**Suggested motion:** *"I move the Board of Trustees adopt* the Resolution Calling for the Defeasance and Redemption of Certain Outstanding College of the Mainland Limited Tax General Obligation Bonds; Directing the Redemption of Such Bonds; and Containing Other Matters Related Thereto."

**BACKGROUND**

It is in the best interests of the College and its taxpayers to apply legally available funds of the College, in a principal amount not to exceed \$6,000,000, to defease and redeem certain eligible bonds as herein provided in order to reduce the payment of interest thereon, the College's aggregate debt service requirements, and the College's legal debt outstanding.

**ATTACHMENTS:**

RESOLUTION CALLING FOR THE DEFEASANCE AND REDEMPTION OF CERTAIN OUTSTANDING COLLEGE OF THE MAINLAND LIMITED TAX GENERAL OBLIGATION BONDS

A RESOLUTION CALLING FOR THE DEFEASANCE AND REDEMPTION OF CERTAIN OUTSTANDING COLLEGE OF THE MAINLAND LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2019; DIRECTING THE REDEMPTION OF SUCH BONDS; AND CONTAINING OTHER MATTERS RELATED THERETO

THE STATE OF TEXAS §  
COUNTY OF GALVESTON §  
COLLEGE OF THE MAINLAND §

WHEREAS, the Board of Trustees (the “Board”) of the College of the Mainland (the “College”) previously adopted an order on January 28, 2019 and an authorized representative of the College executed a pricing certificate on February 27, 2019 (together, the “Original Order”) authorizing the issuance of bonds designated as “College of the Mainland Limited Tax General Obligation Bonds, Series 2019,” dated March 1, 2019, in the original principal amount of \$89,930,000 (the “Bonds”); and

WHEREAS, the Bonds are currently outstanding in the principal amount of \$84,700,000 (representing Bonds stated to mature on August 15 in the years 2023 through 2039, inclusive, and on August 15 in the years 2044 and 2049); and

WHEREAS, the Bonds maturing on and after August 15, 2029 are subject to redemption on August 15, 2028, at the option of the College and term bonds maturing on or after August 15, 2044 and 2049 are further subject to mandatory sinking fund redemption; and

WHEREAS, the Original Order provides the notice and publication requirements to effectuate the redemption of the eligible outstanding Bonds; and

WHEREAS, the Board hereby determines that it is in the best interests of the College and its taxpayers to apply legally available funds of the College to defease and redeem certain eligible Bonds in a par amount not to exceed \$6,000,000 and related defeasance costs as herein provided in order to reduce the payment of interest thereon, the College’s aggregate debt service requirements, and the College’s legal debt outstanding;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE COLLEGE OF THE MAINLAND THAT:

SECTION 1: Redemption of Redeemed Bonds. The College hereby authorizes the application of legally available funds of the College, in an aggregate par amount not to exceed \$6,000,000 (plus any additional funds necessary to fund interest costs, escrow costs and expenses, verification expenses and any other costs necessary or appropriate in connection with such legal defeasance), towards the redemption of the Bonds, bearing interest at the rate of 5.00%, stated to mature on August 15, 2049 (such redeemed bonds, the “Redeemed Bonds”). The Redeemed Bonds shall be called for redemption, and shall be redeemed, on August 15, 2028.

SECTION 2: Authorized Officers; Timing of Redemption. The Chair, Vice Chair and Secretary of the Board (the “Officers”) are each individually and collectively authorized and

instructed to take all actions necessary to defease and redeem the Redeemed Bonds. Such Officers shall defease and effectuate the redemption the Redeemed Bonds and establish the defeasance escrow as provided in Section 4 hereof no later than August 1, 2023. The Officers, or the designees thereof, are authorized to evidence adoption of this resolution (the “Redemption Resolution”) and to do any and all things necessary or convenient to effect the redemption described herein and otherwise give effect to the intent hereof.

SECTION 3: Notice of Redemption. The Officers are authorized and directed to give notice of redemption to the paying agent/registrar for the Redeemed Bonds as provided in the Order. Such notice shall be in substantially the form attached hereto as Exhibit A hereto and which notice is incorporated fully herein for all purposes with appropriate additions and revisions as may be determined by the Officers within the parameters of this Redemption Resolution and based upon the total amount of the Redeemed Bonds. The Board’s authorization and direction to the Officers to redeem the Redeemed Bonds is irrevocable upon adoption of this Redemption Resolution.

SECTION 4: Escrow Agreement. The discharge and defeasance of the Redeemed Bonds shall be effectuated pursuant to the terms and provisions of an escrow agreement (the “Escrow Agreement”) with Zions Bancorporation, National Association, dba Amegy Bank, Houston, Texas (the “Escrow Agent”), in substantially the form attached hereto as Exhibit B, the terms and provisions of which are hereby approved in order to comply with all applicable laws and regulations relating to the redemption of the Redeemed Bonds and to carry out the other intents and purposes of this Resolution, including the execution of the Escrow Agreement. The Chair or Vice Chair of the Board is hereby authorized, as soon as is practicable, to take such actions as are necessary to effectuate the deposit with the Escrow Agent and the redemption of the of the Redeemed Bonds.

SECTION 5: Purchase of Escrow Securities. The Board hereby authorizes and directs the deposit of funds with the Escrow Agent to effectuate the defeasance of the Redeemed Bonds, and, if applicable, directs the College’s consultants and the Escrow Agent to subscribe for, agree to purchase and purchase obligations of the United States of America or other securities authorized by law, in such amounts and maturities and bearing interest at such rates as may be provided for in the Escrow Agreement, and to execute any and all subscriptions, agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing. Any actions heretofore taken for such purpose are hereby ratified and approved.

SECTION 6: Notice of Redemption. The Chair and Secretary of the Board are authorized and instructed to give notice of redemption described herein to the paying agent/registrar for these Redeemed Bonds called for early redemption as provided in the Original Order.

SECTION 7: Further Actions Authorized. The Chair and Secretary of the Board, or the designees thereof, are authorized to evidence adoption of this Redemption Resolution and to do any and all things necessary or convenient to effect the redemption described herein and otherwise give effect to the intent hereof.

SECTION 8: Recitals Incorporated. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Redemption Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 9: Repealer. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Redemption Resolution are hereby repealed to the extent of such conflict, and the provisions of this Redemption Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 10: Choice of Law. This Redemption Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 11: Severability. If any provision of this Redemption Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Redemption Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Redemption Resolution would have been enacted without such invalid provision.

SECTION 12: Open Meeting. It is officially found, determined, and declared that the meeting at which this Redemption Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Redemption Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 13: Headings. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof.

SECTION 14: Effective Date. This Redemption Resolution shall be in force and effect from and after its final passage, and it is so resolved.

*[The remainder of this page intentionally left blank.]*

PASSED AND APPROVED, this the 22<sup>nd</sup> day of August, 2022.

COLLEGE OF THE MAINLAND

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Chair, Board of Trustees

ATTEST:

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Secretary, Board of Trustees

**NOTICE OF PARTIAL REDEMPTION**

Notice is hereby given that the College of the Mainland, acting through its Board of Trustees (the “Board”), has called for redemption the following outstanding obligations:

Certain mandatory sinking fund payments of the August 15, 2049 (5.00%) maturity of “**College of the Mainland Limited Tax General Obligation Bonds, Series 2019,**” dated **March 1, 2019** (the “**Bonds**”), bearing interest, and subject to mandatory sinking fund payments as follows:

<u>Sinking Fund Maturity Date</u> <sup>1</sup>	<u>Outstanding Sinking Fund Payment Amount (\$)</u> <sup>1</sup>	<u>Amount Being Redeemed (\$)</u> <sup>1</sup>	<u>Interest Rate (%)</u>	<u>CUSIP (19427P)</u> <sup>1</sup>
20__	[     ]	[     ]	5.00%	_____
20__	[     ]	[     ]	5.00%	_____

The date fixed for redemption of the Bonds is August 15, 2028 (the “Redemption Date”) as authorized by the order authorizing the issuance of the Bonds and as directed by the Board pursuant to a resolution adopted on August 22, 2022.

You are hereby notified that the Bonds should be presented for redemption on or before the Redemption Date and that interest shall cease to accrue from and after that date, and that on such date there shall become due and payable on each of the Bonds the redemption price equal to the principal amount thereof, without premium, plus unpaid accrued interest to the Redemption Date.

Notice is further given that the Bonds will be payable at and should be submitted either in person or by certified or registered mail to Zions Bancorporation, National Association, dba Amegy Bank, at the following address:

Zions Bancorporation, National Association, dba Amegy Bank  
1801 Main Street, Suite 1190  
Houston, Texas 77002

This notice is issued and given pursuant to the option of redemption reserved to the Board in the order authorizing the issuance of the Bonds.

WITNESS MY OFFICIAL SIGNATURE this August 22, 2022.

COLLEGE OF THE MAINLAND

\_\_\_\_\_  
Secretary, Board of Trustees

<sup>1</sup> Complete as appropriate based on final Officer determinations.

**EXHIBIT B**  
**FORM OF ESCROW AGREEMENT**

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Escrow Agreement”), dated for convenience as of August 22, 2022, but effective on the Escrow Funding Date described herein, is made and entered into by and between the COLLEGE OF THE MAINLAND, a college district duly created, organized and existing under the Constitution and laws of the State of Texas (together with any successor to its duties and functions, the “College”), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, DBA AMEGY BANK, as escrow agent (together with any successor or assign in such capacity, the “Escrow Agent”).

WHEREAS, the College has heretofore issued certain bonds (hereinafter defined as the “Redeemed Bonds”) that it desires to refund in advance of their maturities;

WHEREAS, Chapter 1207, Texas Government Code, as amended, authorizes and empowers the College to deposit with a paying agent for any of the Redeemed Bonds, or a trust company or commercial bank that does not act as a depository for the College, from available funds from any source, an amount sufficient to provide for the payment or redemption of the Redeemed Bonds;

WHEREAS, the governing body of the College has adopted a redemption resolution authorizing the defeasance and redemption of certain of its [Limited General Obligation Bonds, Series 2019] as further described in Exhibit B hereto (the “Redeemed Bonds”), for the purpose, among other purposes, of providing the funds necessary to defease and redeem the Redeemed Bonds to reduce the payment of interest thereon and to reduce the College’s aggregate debt service requirements and legal debt outstanding;

WHEREAS, to provide for the payment of the Redeemed Bonds, the College has provided for the transfer to the Escrow Agent pursuant to this Escrow Agreement of money lawfully available for such purpose; and

WHEREAS, the governing body of the College has further determined to effectuate the defeasance and redemption pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of funds necessary to defease and redeem the Redeemed Bonds so as to provide firm banking and financial arrangements for the discharge and final payment of the Redeemed Bonds;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to secure the full and timely payment of the principal of and interest on the Redeemed Bonds, the College and the Escrow Agent contract and agree as follows;

ARTICLE ONE  
DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

“Board” shall mean the College’s Board of Trustees.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder and under the Internal Revenue Code of 1954.

“College” shall mean the College of the Mainland, and any successor to its duties and functions.

“Escrow Agent” shall mean Zions Bancorporation, National Association, dba Amegy Bank, Houston, Texas, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

“Escrow Agreement” shall mean this escrow agreement.

“Escrow Deposit” shall mean the initial deposit into the Escrow Fund, as more particularly described in Section 2.1.

“Escrow Fund” shall mean the fund created in Section 3.1 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

“Escrow Funding Date” shall mean the date on which the College deposits with the Escrow Agent the Escrow Deposit described in Section 2.1 which date shall be no later than August 1, 2023.

“Escrowed Securities” shall mean the Limited Yield Securities and the Open Market Securities.

“Limited Yield Securities” shall mean the non-callable United States Treasury Obligations-State and Local Government Series to be initially purchased with lawfully available funds of the College, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b).

“Open Market Securities” shall mean the United States Treasury securities (or other direct non-callable obligations of the United States, including obligations that are unconditionally guaranteed by the United States) and any non-callable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the redemption of the Redeemed Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or

its equivalent, to be purchased in the open market with cash, together with all reinvestments thereof as may be directed in Section 4.2 or permitted in Section 4.3(b), or cash or obligations substituted therefor pursuant to Section 4.3(a).

“Paying Agent for the Redeemed Bonds” shall mean Zions Bancorporation, National Association, dba Amegy Bank, Houston, Texas.

“Redeemed Bond Orders” shall mean the College’s orders authorizing the issuance, sale and delivery of the Redeemed Bonds.

“Redeemed Bonds” shall mean the outstanding bonds of the College as shown on Exhibit B hereto.

“Report” shall mean the verification report relating to the advance refunding of the Refunded Bonds, a copy of which is attached hereto as Exhibit C, and any subsequent verification report required by Section 4.3.

Section 1.1 Interpretations.

The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the redemption of the Redeemed Bonds in accordance with applicable law.

ARTICLE TWO  
DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.1 Deposits to Escrow Fund.

On the Escrow Funding Date, the College shall deposit, or cause to be deposited, into the Escrow Fund the Escrow Deposit, consisting of the following:

(a) As the beginning cash balance for the Escrow Fund, \$\_\_\_\_\_<sup>2</sup> from available funds of the College;

(b) the initial Limited Yield Securities with a purchase price of \$\_\_\_\_\_<sup>2</sup> from available funds of the College; and

(c) the initial Open Market Securities with a purchase price of \$\_\_\_\_\_<sup>2</sup> from available funds of the College.

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<sup>2</sup> Complete with information in the Report.

ARTICLE THREE  
CREATION AND OPERATION OF ESCROW FUND

Section 3.1 Escrow Fund.

On the Escrow Funding Date the Escrow Agent will create in its books a special fund and irrevocable escrow to be known as the “College of the Mainland 2022 Cash Defeasance Escrow Fund” (the “Escrow Fund”). On the Escrow Funding Date, the Escrow Deposit described in Section 2.1 will be deposited to the credit of the Escrow Fund, The Escrow Deposit and all proceeds therefrom shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions hereof. All Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of, redemption premium, if any; and interest on the Redeemed Bonds, which payment shall be made by timely transfers to the Paying Agent for the Redeemed Bonds of such amounts at such times as are provided in Section 3.2. When the final transfers have been made to the Paying Agent for the Redeemed Bonds for the payment of such principal of, redemption premium, if any, and interest on the Redeemed Bonds, any balance then remaining in the Escrow Fund shall be transferred to the College, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2 Payment of Principal, Redemption Premium, if any, and Interest; Redemption of Certain Redeemed Bonds.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Redeemed Bonds from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of, redemption premium, if any, and interest on the Redeemed Bonds in the amounts and at the times shown in the Report.

(b) Except for amounts transferred to the Paying Agent for the Redeemed Bonds pursuant to Section 3.2(a) and to the College pursuant to Section 4.2, the Escrow Agent agrees that it shall never make any withdrawals from the Escrow Fund or assert any claims, liens or charges against the Escrow Fund.

Section 3.3 Sufficiency of Escrow Fund.

The College represents (based upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Redeemed Bonds at the times and in the amounts required to pay the interest on the Redeemed Bonds as such interest comes due and to pay the principal of, redemption premium, if any, and interest on the Redeemed Bonds as the Redeemed Bonds mature or are called for redemption, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Redeemed Bonds to make the payments set forth in Section 3.2, the College shall timely deposit into the Escrow Fund, from lawfully available funds, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly by the Escrow Agent to the College as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for

any insufficiency of funds in the Escrow Fund or the College's failure to make additional deposits thereto.

Section 3.4 Trust Fund.

The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Redeemed Bonds; and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Redeemed Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund to which they are entitled as holders of the Redeemed Bonds. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the College, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the College or, except to the extent expressly herein provided, by the Paying Agent for the Redeemed Bonds.

Section 3.5 Security for Cash Balances.

Cash balances from time to time on deposit in the Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE FOUR  
LIMITATION ON INVESTMENTS

Section 4.1 General.

Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder, to make substitutions of the Escrowed Securities or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.2 Reinvestment of Proceeds of Escrowed Securities.

The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Escrowed Securities which are attributable to amounts received as principal of or interest on the Escrowed Securities and which are not immediately needed to pay the Redeemed Bonds in direct obligations of the United States of America, i.e., United States Treasury Bonds, Bills and Notes, in the amounts, and maturing and bearing interest, all as set out in the Report. The College hereby designates and appoints the Escrow Agent as its agent and duly authorized representative for purposes of subscribing for and purchasing such obligations, all of which shall constitute

Escrowed Securities. Any income or increment earned from such reinvestment remaining after final payment of the Redeemed Bonds shall be promptly transferred to the College.

Section 4.3 Substitution of Securities.

(a) The College may, upon compliance with the conditions stated in subsection (c) of this Section 4.3, at its option, substitute cash or non-interest bearing obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof and for which there are no payments other than the payment made on the maturity date) for non-interest bearing Open Market Securities listed in the Report, but only if such cash and/or substituted non-interest bearing direct obligations of the United States Treasury:

- (i) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such obligation is substituted, and
- (ii) mature on or before the maturity date of the obligation listed in the Report for which such obligation is substituted.

The College may at any time substitute any Open Market Securities which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted for such Open Market Securities.

(b) At the written request of the College, and upon compliance with the conditions hereinafter stated in subsection (c) of this Section 4.3, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Redeemed Bonds or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America which do not permit the redemption thereof at the option of the obligor.

(c) Any such transaction described in subsections (a) and (b) of this Section 4.3 may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a recognized firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal of, redemption premium, if any, and interest on the remaining Redeemed Bonds as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the College and the Escrow Agent to the effect that (a) such transaction will not cause any of the Redeemed Bonds to be an “arbitrage bond” within the meaning of the Code and (b) that such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Redeemed Bonds.

Section 4.4 Arbitrage.

The College hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Defeased Bond to be an “arbitrage bond” within the meaning of the Code.

ARTICLE FIVE  
RECORDS AND REPORTS

Section 5.1 Records.

The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the College and the holders of the Redeemed Bonds.

Section 5.2 Reports.

For the period beginning on the Escrow Funding Date and ending on December 31, 2021, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the College within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Redeemed Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end, of such period.

ARTICLE SIX  
CONCERNING THE ESCROW AGENT

Section 6.1 Representations of Escrow Agent.

Zions Bancorporation, National Association, dba Amegy Bank, Houston, Texas, hereby represents (a) that it is either a (i) Paying Agent for the Redeemed Bonds or (ii) trust company or commercial bank that does not act as a depository for the College and (b) that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder. The Escrow Agent also serves as the Paying Agent for the Redeemed Bonds, and hereby represents that it has received a copy of the notice of redemption with respect to the Redeemed Bonds and agrees that it has sent or will send a copy of such notice of redemption in accordance with the provisions of the ordinance which authorized the issuance of the Redeemed Bonds.

Section 6.2 Limitation on Liability.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Redeemed Bonds for the payments of the principal of, redemption premium, if any, and interest on the Redeemed Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for its obligation to notify the College promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Redeemed Bonds shall be taken as the statements of the College and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the Redeemed Bond Orders and in its capacity as Escrow Agent is not responsible for or bound by any of the provisions thereof. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the College thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the College and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct on the part of any agent, attorney, custodian or nominee so appointed.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the College with respect to arrangements or contracts

with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable only for its own negligence or willful misconduct. In determining the occurrence of any such event or contingency the Escrow Agent may request from the College or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, the College, among others, at any time.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; nor shall the Escrow Agent be answerable, except for its own neglect or fault, for any loss unless the same shall have been through its negligence or willful misconduct.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the College agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with, its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful misconduct. The foregoing indemnification shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Agent for any reason.

### Section 6.3 Compensation.

On the Escrow Funding Date, the College will pay Zions Bancorporation, National Association, dba Amegy Bank, Houston, Texas, for performing its services as Escrow Agent hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the fees set out in Exhibit A. If the Escrow Agent is requested to perform any extraordinary services hereunder, the College hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the College for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

The Escrow Agent, in its capacity as the Paying Agent for the Redeemed Bonds, agrees to continue to act as paying agent for the Redeemed Bonds for the life of such bonds, under the fee schedule currently in effect for such bonds, with the remedy for nonpayment being solely an action against the College for amounts owing under the Paying Agent Agreement. The fees will continue to be paid by the College, and in no instance will the proceeds of the Escrow Fund be used to pay the fees of the Paying Agent for the Redeemed Bonds.

#### Section 6.4 Successor Escrow Agents.

If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the College, by appropriate action, shall promptly appoint a successor Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the College within sixty (60) days of such vacancy, a successor may be appointed by the holders of a majority in aggregate principal amount of the Redeemed Bonds then outstanding by an instrument or instruments in writing filed with the College, signed by such holders or by their duly authorized attorneys. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the holder of any Redeemed Bond then outstanding may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be qualified to act in such capacity under Chapter 1207, Texas Government Code, as amended, and shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000 and subject to supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the College and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the College shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee paid hereunder.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than sixty (60) days' written notice to the College specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Redeemed Bonds or by the College as herein provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent. If an instrument of

acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

The Escrow Agent may be removed at any time with thirty (30) days' prior notice by an instrument or concurrent instruments in writing delivered to the Escrow Agent and to the College and signed by the holders of a majority in aggregate principal amount of the Redeemed Bonds then outstanding.

## ARTICLE SEVEN MISCELLANEOUS

### Section 7.1 Notices.

Any notice, authorization, request or demand required or permitted to be given hereunder shall be made or given in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:

Zions Corporation, National Association, dba Amegy Bank  
1801 Main Street, Suite 1190  
Houston, Texas 77002  
Attention: Trust Services

To the College:

College of the Mainland  
1200 Amburn Rd.  
Texas City, Texas 77591  
Attention: Accounting Manager

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten (10) days' prior written notice thereof.

### Section 7.2 Termination of Responsibilities.

Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the College, the holders of the Redeemed Bonds or to any other person or persons in connection with this. Escrow Agreement.

### Section 7.3 Binding Agreement; Amendment.

This Escrow Agreement shall be binding upon the College and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Redeemed Bonds, the College, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement shall not be subject to amendment without the written consent of the holders of all Redeemed Bonds then outstanding.

Section 7.4 Severability.

If any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 7.5 Governing Law.

This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 7.6 Time of Essence.

Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 7.7 Legislative Contracting Requirements.

A. The undersigned verifies that, pursuant to Chapter 2270, Texas Government Code, and solely for purposes relating to Chapter 2270, Texas Government Code, it does not boycott Israel and agrees it will not boycott Israel during the term of this Escrow Agreement. Additionally, pursuant to Subchapter F of Chapter 2252, Texas Government Code, the undersigned certifies that it is not a company that contracts with or provides supplies or services to a foreign terrorist organization, as defined by Section 2252.151(2), Texas Government Code, and has not been identified as a company known to have contracts with or provide supplies or services to a foreign terrorist organization as identified on a list prepared and maintained by the Comptroller of Public Accounts under Sections 2270.0201 or 2252.153, Texas Government Code. At the request of the College, the undersigned agrees to execute further written certifications as may be necessary or convenient for College to establish compliance with these laws.

*[Execution Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COLLEGE OF THE MAINLAND

By: \_\_\_\_\_  
Chair, Board of Trustees

Address: 1200 Amburn Rd.  
Texas City, Texas 77591

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Trustees

ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION, dba AMEGY BANK, as Escrow  
Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: As listed in Section 7.1 hereof

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**Fee Schedule**

## Exhibit B

### Schedule of Redeemed Bonds

Certain mandatory sinking fund payments of the August 15, 2049 (5.00%) maturity of **“College of the Mainland Limited Tax General Obligation Bonds, Series 2019,” dated March 1, 2019 (the “Bonds”)**, bearing interest, and subject to mandatory sinking fund payments as follows:

<u>Sinking Fund Maturity Date</u> <sup>1</sup>	<u>Outstanding Sinking Fund Payment Amount (\$)</u> <sup>1</sup>	<u>Amount Being Redeemed (\$)</u> <sup>1</sup>	<u>Interest Rate (%)</u>	<u>CUSIP (19427P)</u> <sup>1</sup>
20__	[     ]	[     ]	5.00%	_____
20__	[     ]	[     ]	5.00%	_____

The date fixed for redemption of the Bonds is August 15, 2028 (the “Redemption Date”) as authorized by the order authorizing the issuance of the Bonds and as directed by the Board pursuant to a resolution adopted on August 22, 2022.

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<sup>1</sup> Complete as appropriate based on final Officer determinations.



## Minute Order

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 22, 2022  
Subject: Adoption FY 2022-2023 Operating Budget

### **AGENDA ITEM DESCRIPTION:**

Discussion and possible action on the College of the Mainland “Fiscal Analysis and Budget”. Presented for recommended adoption to the Board of Trustees on August 22, 2022.

### **FUNDING SOURCE:**

FY2023 Operating Budget from Tuition, fees and Ad Valorem Taxes

### **PURPOSE**

As stated in Board policy CC(Local), "Upon adoption by the Board, the budget provides authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and the College District's approved purchasing procedures. The expenditure of funds shall be under the direction of the College President or designee who shall ensure that funds are expended in accordance with the adopted budget. Upon recommendation by the College President, Board approval shall be required to authorize fund-to-fund budget transfers and amendments to the budget. Budget transfers within a fund shall require approval by the College President or designee."

### **PROPOSED MOTION:**

**“I move the Board of Trustees adopt the College of the Mainland “Fiscal Analysis and Budget” as presented by the administration for Academic/Fiscal Year 2022-2023.”**

### **BACKGROUND:**

This budget was prepared under the direction of the President with input from stakeholders at the college. Budgeted funds of \$38,000,000 for operation of the College (Fund 11) during fiscal year 2023.

### **ATTACHMENTS**

1. 2022-2023 “Fiscal Analysis and Budget”



PRESIDENT'S OFFICE

## MINUTE ORDER

To: Board of Trustees

From: Dr. Warren Nichols, President

Date: August 22, 2022

Subject: Approval of the date to adopt a Tax Rate for 2023.

### AGENDA ITEM DESCRIPTION:

Discussion and possible action on Tax Rate and Approval of the date to adopt a Tax Rate for 2023.

### FUNDING SOURCE:

*N/A*

### PURPOSE

State law requires the Board of Trustees to discuss the tax rate before voting and adopting the tax rate. State law requires the Board of Trustees to approve the date that the Board will adopt the tax rate.

### PROPOSED MOTION:

***Suggested Motion: "I move the Board of Trustees approve to set the date to adopt the 2023 tax rate on September 26, 2022."***

### BACKGROUND:

Per Chapter 26 of the Texas Property Tax Code, the Board of Trustees must provide public notice of the date of tax rate adaption and the opportunity for public comment.



**MINUTE ORDER**

**To: Board of Trustees**  
**From: Dr. Warren Nichols**  
**Date: August 22, 2022**  
**Subject: Tax Rate Discussion and Approval of Proposed Tax Rate for 2023**

Discussion and possible action to propose a Tax Rate for 2023. Presented for recommended approval to the Board of Trustees on August 22, 2022.

**PURPOSE**

State law requires the Board of Trustees to propose a tax rate. The purpose is to propose a tax rate that provides the college with the necessary funds to meet funding requirements set forth in the budget.

**PROPOSED MOTION:**

**Suggested Motion:** (ROLL CALL VOTE IS REQUIRED)

*“I move the Board of Trustees propose a maintenance and operations tax rate of .15142/100 and an interest and sinking rate of .1162/100 for a total rate of .26762/100 for the 2023 tax year.”*

**BACKGROUND**

Calculations provided by the Galveston County Assessor Cheryl Johnson from certified property values determined the following:

The maintenance and operation rate for the College is:	.15142/100
The amount required for bond payments is:	<u>.1162/100</u>
For a total of:	<u>.26762/100</u>

**ATTACHMENTS:**

- 1. Tax Rate Worksheet**
- 2. 2022 Certified Totals**

**College of the Mainland**  
**2022-23 Budget**  
**Proposed ad Valorem Taxes Calendar Year 2023**

	<b>Proposed 2023 M&amp;O Rate</b>	<b>Proposed 2023 I&amp;S Rate</b>	<b>Proposed 2023 Total Rate</b>
Certified adjusted taxable value	14,392,029,357	14,750,319,229	
Tax rate / 100	0.15142	0.1162	0.26762
College Revenues	21,791,979	17,139,871	38,931,850
Sample home value	200,000	200,000	200,000
Less 20% exemption	(40,000)	(40,000)	(40,000)
Taxable value	160,000	160,000	160,000
ad Valorem tax	242.27	185.92	428.19

# 2022 CERTIFIED TOTALS

Property Count: 88,603

J05 - MAINLAND COLLEGE  
ARB Approved Totals

7/23/2022 11:07:14AM

Land		Value			
Homesite:		1,417,935,057			
Non Homesite:		1,865,928,276			
Ag Market:		354,621,443			
Timber Market:		0		<b>Total Land</b>	(+) 3,638,484,776
Improvement		Value			
Homesite:		7,733,790,699			
Non Homesite:		8,658,169,828		<b>Total Improvements</b>	(+) 16,391,960,527
Non Real		Count	Value		
Personal Property:	6,645	2,495,468,117			
Mineral Property:	280	12,128,811			
Autos:	0	0		<b>Total Non Real</b>	(+) 2,507,596,928
				<b>Market Value</b>	= 22,538,042,231
Ag	Non Exempt	Exempt			
Total Productivity Market:	350,883,663	3,737,780			
Ag Use:	4,191,121	90,650		<b>Productivity Loss</b>	(-) 346,692,542
Timber Use:	0	0		<b>Appraised Value</b>	= 22,191,349,689
Productivity Loss:	346,692,542	3,647,130		<b>Homestead Cap</b>	(-) 1,284,656,529
				<b>Assessed Value</b>	= 20,906,693,160
				<b>Total Exemptions Amount</b>	(-) 4,302,435,608
				<b>(Breakdown on Next Page)</b>	
				<b>Net Taxable</b>	= 16,604,257,552

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	294,194,791	180,444,382	224,064.32	233,749.27	1,919		
DPS	8,817,372	6,485,622	6,448.09	6,867.87	50		
OV65	2,256,047,540	1,483,821,593	2,037,062.91	2,066,010.26	11,437		
<b>Total</b>	<b>2,559,059,703</b>	<b>1,670,751,597</b>	<b>2,267,575.32</b>	<b>2,306,627.40</b>	<b>13,406</b>	<b>Freeze Taxable</b>	(-) 1,670,751,597
<b>Tax Rate</b>	<b>0.2677000</b>						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
DP	910,080	656,064	511,006	145,058	3		
DPS	244,880	195,904	95,805	100,099	1		
OV65	19,349,249	13,586,302	7,554,571	6,031,731	73		
<b>Total</b>	<b>20,504,209</b>	<b>14,438,270</b>	<b>8,161,382</b>	<b>6,276,888</b>	<b>77</b>	<b>Transfer Adjustment</b>	(-) 6,276,888
						<b>Freeze Adjusted Taxable</b>	= 14,927,229,067

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 42,227,767.53 = 14,927,229,067 \* (0.2677000 / 100) + 2,267,575.32

Certified Estimate of Market Value: 22,538,042,231  
 Certified Estimate of Taxable Value: 16,604,257,552

Tax Increment Finance Value: 0  
 Tax Increment Finance Levy: 0.00

**2022 CERTIFIED TOTALS**

Property Count: 88,603

J05 - MAINLAND COLLEGE  
ARB Approved Totals

7/23/2022

11:07:15AM

**Exemption Breakdown**

<b>Exemption</b>	<b>Count</b>	<b>Local</b>	<b>State</b>	<b>Total</b>
AB	3	97,798,285	0	97,798,285
CHODO	1	13,903,000	0	13,903,000
CHODO (Partial)	2	6,600,000	0	6,600,000
DP	2,057	45,863,931	0	45,863,931
DPS	52	0	0	0
DSTR	1	39,864	0	39,864
DV1	266	0	2,281,682	2,281,682
DV1S	6	0	30,000	30,000
DV2	181	0	1,685,250	1,685,250
DV2S	4	0	30,000	30,000
DV3	205	0	2,197,000	2,197,000
DV3S	11	0	110,000	110,000
DV4	380	0	4,387,920	4,387,920
DV4S	29	0	348,000	348,000
DVHS	712	0	177,349,292	177,349,292
DVHSS	48	0	10,586,065	10,586,065
EX	1	0	185,260	185,260
EX-XD	8	0	75,710	75,710
EX-XG	11	0	3,136,200	3,136,200
EX-XL	3	0	404,680	404,680
EX-XV	3,684	0	1,554,967,508	1,554,967,508
EX-XV (Prorated)	35	0	1,312,609	1,312,609
EX366	519	0	514,970	514,970
FR	7	230,919,231	0	230,919,231
FRSS	1	0	183,030	183,030
HS	36,514	1,523,752,090	0	1,523,752,090
MASSS	1	0	239,415	239,415
OV65	12,849	294,671,633	0	294,671,633
OV65S	118	2,601,000	0	2,601,000
PC	25	325,951,303	0	325,951,303
SO	14	310,680	0	310,680
<b>Totals</b>		<b>2,542,411,017</b>	<b>1,760,024,591</b>	<b>4,302,435,608</b>

# 2022 CERTIFIED TOTALS

Property Count: 3,293

J05 - MAINLAND COLLEGE  
Under ARB Review Totals

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Land		Value			
Homesite:		67,979,850			
Non Homesite:		71,228,077			
Ag Market:		6,241,910			
Timber Market:		0		<b>Total Land</b>	(+) 145,449,837
Improvement		Value			
Homesite:		383,408,487			
Non Homesite:		331,132,105		<b>Total Improvements</b>	(+) 714,540,592
Non Real		Count	Value		
Personal Property:		29	2,402,660		
Mineral Property:		0	0		
Autos:		0	0	<b>Total Non Real</b>	(+) 2,402,660
				<b>Market Value</b>	= 862,393,089
Ag	Non Exempt	Exempt			
Total Productivity Market:	6,241,910	0			
Ag Use:	29,430	0		<b>Productivity Loss</b>	(-) 6,212,480
Timber Use:	0	0		<b>Appraised Value</b>	= 856,180,609
Productivity Loss:	6,212,480	0		<b>Homestead Cap</b>	(-) 76,322,931
				<b>Assessed Value</b>	= 779,857,678
				<b>Total Exemptions Amount</b>	(-) 91,920,704
				<b>(Breakdown on Next Page)</b>	
				<b>Net Taxable</b>	= 687,936,974

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	16,374,511	10,974,577	14,990.08	15,228.17	88		
DPS	193,987	155,190	190.58	190.58	2		
OV65	85,882,038	58,206,396	85,052.84	85,482.85	410		
<b>Total</b>	<b>102,450,536</b>	<b>69,336,163</b>	<b>100,233.50</b>	<b>100,901.60</b>	<b>500</b>	<b>Freeze Taxable</b>	(-) 69,336,163
<b>Tax Rate</b>	0.2677000						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	1,599,980	1,133,517	531,748	601,769	6		
<b>Total</b>	<b>1,599,980</b>	<b>1,133,517</b>	<b>531,748</b>	<b>601,769</b>	<b>6</b>	<b>Transfer Adjustment</b>	(-) 601,769
						<b>Freeze Adjusted Taxable</b>	= 617,999,042

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 1,754,616.94 = 617,999,042 \* (0.2677000 / 100) + 100,233.50

Certified Estimate of Market Value:	653,758,866
Certified Estimate of Taxable Value:	524,815,417
Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

**2022 CERTIFIED TOTALS**

Property Count: 3,293

J05 - MAINLAND COLLEGE  
Under ARB Review Totals

7/23/2022

11:07:15AM

**Exemption Breakdown**

<b>Exemption</b>	<b>Count</b>	<b>Local</b>	<b>State</b>	<b>Total</b>
DP	94	2,217,242	0	2,217,242
DPS	2	0	0	0
DV1	21	0	182,000	182,000
DV2	9	0	85,500	85,500
DV3	11	0	122,000	122,000
DV4	24	0	282,000	282,000
DV4S	1	0	12,000	12,000
DVHS	9	0	1,999,203	1,999,203
EX-XV	1	0	4,250	4,250
EX-XV (Prorated)	2	0	109,502	109,502
EX366	3	0	5,600	5,600
HS	1,681	74,139,399	0	74,139,399
OV65	531	12,642,008	0	12,642,008
OV65S	5	120,000	0	120,000
<b>Totals</b>		<b>89,118,649</b>	<b>2,802,055</b>	<b>91,920,704</b>

# 2022 CERTIFIED TOTALS

J05 - MAINLAND COLLEGE

Property Count: 91,896

Grand Totals

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Land		Value			
Homesite:		1,485,914,907			
Non Homesite:		1,937,156,353			
Ag Market:		360,863,353			
Timber Market:		0		<b>Total Land</b>	(+) 3,783,934,613
Improvement		Value			
Homesite:		8,117,199,186			
Non Homesite:		8,989,301,933		<b>Total Improvements</b>	(+) 17,106,501,119
Non Real		Count	Value		
Personal Property:		6,674	2,497,870,777		
Mineral Property:		280	12,128,811		
Autos:		0	0	<b>Total Non Real</b>	(+) 2,509,999,588
				<b>Market Value</b>	= 23,400,435,320
Ag	Non Exempt	Exempt			
Total Productivity Market:	357,125,573	3,737,780			
Ag Use:	4,220,551	90,650		<b>Productivity Loss</b>	(-) 352,905,022
Timber Use:	0	0		<b>Appraised Value</b>	= 23,047,530,298
Productivity Loss:	352,905,022	3,647,130		<b>Homestead Cap</b>	(-) 1,360,979,460
				<b>Assessed Value</b>	= 21,686,550,838
				<b>Total Exemptions Amount</b>	(-) 4,394,356,312
				<b>(Breakdown on Next Page)</b>	
				<b>Net Taxable</b>	= 17,292,194,526

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	310,569,302	191,418,959	239,054.40	248,977.44	2,007		
DPS	9,011,359	6,640,812	6,638.67	7,058.45	52		
OV65	2,341,929,578	1,542,027,989	2,122,115.75	2,151,493.11	11,847		
<b>Total</b>	<b>2,661,510,239</b>	<b>1,740,087,760</b>	<b>2,367,808.82</b>	<b>2,407,529.00</b>	<b>13,906</b>	<b>Freeze Taxable</b>	(-) 1,740,087,760
<b>Tax Rate</b>	<b>0.2677000</b>						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
DP	910,080	656,064	511,006	145,058	3		
DPS	244,880	195,904	95,805	100,099	1		
OV65	20,949,229	14,719,819	8,086,319	6,633,500	79		
<b>Total</b>	<b>22,104,189</b>	<b>15,571,787</b>	<b>8,693,130</b>	<b>6,878,657</b>	<b>83</b>	<b>Transfer Adjustment</b>	(-) 6,878,657
						<b>Freeze Adjusted Taxable</b>	= 15,545,228,109

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 43,982,384.47 = 15,545,228,109 \* (0.2677000 / 100) + 2,367,808.82

Certified Estimate of Market Value: 23,191,801,097  
 Certified Estimate of Taxable Value: 17,129,072,969

Tax Increment Finance Value: 0  
 Tax Increment Finance Levy: 0.00

**2022 CERTIFIED TOTALS**

Property Count: 91,896

J05 - MAINLAND COLLEGE  
Grand Totals

7/23/2022

11:07:15AM

**Exemption Breakdown**

<b>Exemption</b>	<b>Count</b>	<b>Local</b>	<b>State</b>	<b>Total</b>
AB	3	97,798,285	0	97,798,285
CHODO	1	13,903,000	0	13,903,000
CHODO (Partial)	2	6,600,000	0	6,600,000
DP	2,151	48,081,173	0	48,081,173
DPS	54	0	0	0
DSTR	1	39,864	0	39,864
DV1	287	0	2,463,682	2,463,682
DV1S	6	0	30,000	30,000
DV2	190	0	1,770,750	1,770,750
DV2S	4	0	30,000	30,000
DV3	216	0	2,319,000	2,319,000
DV3S	11	0	110,000	110,000
DV4	404	0	4,669,920	4,669,920
DV4S	30	0	360,000	360,000
DVHS	721	0	179,348,495	179,348,495
DVHSS	48	0	10,586,065	10,586,065
EX	1	0	185,260	185,260
EX-XD	8	0	75,710	75,710
EX-XG	11	0	3,136,200	3,136,200
EX-XL	3	0	404,680	404,680
EX-XV	3,685	0	1,554,971,758	1,554,971,758
EX-XV (Prorated)	37	0	1,422,111	1,422,111
EX366	522	0	520,570	520,570
FR	7	230,919,231	0	230,919,231
FRSS	1	0	183,030	183,030
HS	38,195	1,597,891,489	0	1,597,891,489
MASSS	1	0	239,415	239,415
OV65	13,380	307,313,641	0	307,313,641
OV65S	123	2,721,000	0	2,721,000
PC	25	325,951,303	0	325,951,303
SO	14	310,680	0	310,680
<b>Totals</b>		<b>2,631,529,666</b>	<b>1,762,826,646</b>	<b>4,394,356,312</b>

Property Count: 88,603

J05 - MAINLAND COLLEGE  
ARB Approved Totals

7/23/2022 11:07:15AM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	52,913	23,221.5146	\$261,352,210	\$11,953,161,305	\$8,688,022,462
B	MULTIFAMILY RESIDENCE	588	574.3520	\$43,541,700	\$864,727,404	\$859,193,826
C1	VACANT LOTS AND LAND TRACTS	15,694	9,142.1012	\$42,800	\$418,951,051	\$419,392,616
D1	QUALIFIED OPEN-SPACE LAND	1,978	57,593.3820	\$0	\$350,877,714	\$4,177,074
D2	IMPROVEMENTS ON QUALIFIED OP	9		\$0	\$225,080	\$225,080
E	RURAL LAND, NON QUALIFIED OPE	2,018	23,464.7160	\$1,067,810	\$370,986,105	\$300,408,542
F1	COMMERCIAL REAL PROPERTY	2,739	5,144.5688	\$68,583,220	\$1,988,860,652	\$1,985,901,821
F2	INDUSTRIAL AND MANUFACTURIN	172	3,246.2370	\$0	\$2,466,894,255	\$2,146,354,439
G1	OIL AND GAS	277		\$0	\$11,755,187	\$11,755,187
J2	GAS DISTRIBUTION SYSTEM	14	10.9866	\$0	\$22,149,510	\$22,149,510
J3	ELECTRIC COMPANY (INCLUDING C	126	528.1189	\$0	\$271,888,270	\$271,888,270
J4	TELEPHONE COMPANY (INCLUDI	53	5.4815	\$0	\$15,722,671	\$15,722,671
J5	RAILROAD	48	109.7600	\$0	\$53,955,420	\$53,955,420
J6	PIPELAND COMPANY	733	15.5700	\$0	\$134,224,465	\$134,224,465
J7	CABLE TELEVISION COMPANY	43		\$0	\$26,515,130	\$26,515,130
L1	COMMERCIAL PERSONAL PROPE	4,776		\$2,677,835	\$583,713,410	\$541,297,499
L2	INDUSTRIAL AND MANUFACTURIN	347		\$2,652,980	\$1,303,929,591	\$1,012,482,805
M1	TANGIBLE OTHER PERSONAL, MOB	3,576		\$5,303,590	\$52,682,094	\$44,867,755
O	RESIDENTIAL INVENTORY	574	128.3710	\$89,320	\$18,581,780	\$18,581,780
S	SPECIAL INVENTORY TAX	98		\$0	\$47,141,200	\$47,141,200
X	TOTALLY EXEMPT PROPERTY	4,264	22,595.0606	\$877,340	\$1,581,099,937	\$0
	<b>Totals</b>		145,780.2202	\$386,188,805	\$22,538,042,231	\$16,604,257,552

**2022 CERTIFIED TOTALS**

Property Count: 3,293

J05 - MAINLAND COLLEGE  
Under ARB Review Totals

7/23/2022 11:07:15AM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	2,865	1,320.8267	\$12,579,870	\$655,737,774	\$491,939,883
B	MULTIFAMILY RESIDENCE	38	10.8553	\$0	\$62,663,352	\$62,662,618
C1	VACANT LOTS AND LAND TRACTS	172	129.6329	\$0	\$12,135,280	\$12,135,280
D1	QUALIFIED OPEN-SPACE LAND	37	483.5665	\$0	\$6,241,910	\$29,410
E	RURAL LAND, NON QUALIFIED OPE	111	551.5407	\$0	\$16,464,391	\$12,164,811
F1	COMMERCIAL REAL PROPERTY	90	101.9401	\$0	\$105,220,230	\$105,220,230
F2	INDUSTRIAL AND MANUFACTURIN	1	0.3685	\$0	\$20,870	\$20,870
L1	COMMERCIAL PERSONAL PROPE	24		\$0	\$2,397,060	\$2,397,060
L2	INDUSTRIAL AND MANUFACTURIN	1		\$0	\$0	\$0
M1	TANGIBLE OTHER PERSONAL, MOB	27		\$39,620	\$484,730	\$458,672
O	RESIDENTIAL INVENTORY	24	3.4148	\$0	\$908,140	\$908,140
S	SPECIAL INVENTORY TAX	1		\$0	\$0	\$0
X	TOTALLY EXEMPT PROPERTY	6	0.5987	\$0	\$119,352	\$0
	<b>Totals</b>		<b>2,602.7442</b>	<b>\$12,619,490</b>	<b>\$862,393,089</b>	<b>\$687,936,974</b>

**2022 CERTIFIED TOTALS**

Property Count: 91,896

J05 - MAINLAND COLLEGE  
Grand Totals

7/23/2022 11:07:15AM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	55,778	24,542.3413	\$273,932,080	\$12,608,899,079	\$9,179,962,345
B	MULTIFAMILY RESIDENCE	626	585.2073	\$43,541,700	\$927,390,756	\$921,856,444
C1	VACANT LOTS AND LAND TRACTS	15,866	9,271.7341	\$42,800	\$431,086,331	\$431,527,896
D1	QUALIFIED OPEN-SPACE LAND	2,015	58,076.9485	\$0	\$357,119,624	\$4,206,484
D2	IMPROVEMENTS ON QUALIFIED OP	9		\$0	\$225,080	\$225,080
E	RURAL LAND, NON QUALIFIED OPE	2,129	24,016.2567	\$1,067,810	\$387,450,496	\$312,573,353
F1	COMMERCIAL REAL PROPERTY	2,829	5,246.5089	\$68,583,220	\$2,094,080,882	\$2,091,122,051
F2	INDUSTRIAL AND MANUFACTURIN	173	3,246.6055	\$0	\$2,466,915,125	\$2,146,375,309
G1	OIL AND GAS	277		\$0	\$11,755,187	\$11,755,187
J2	GAS DISTRIBUTION SYSTEM	14	10.9866	\$0	\$22,149,510	\$22,149,510
J3	ELECTRIC COMPANY (INCLUDING C	126	528.1189	\$0	\$271,888,270	\$271,888,270
J4	TELEPHONE COMPANY (INCLUDI	53	5.4815	\$0	\$15,722,671	\$15,722,671
J5	RAILROAD	48	109.7600	\$0	\$53,955,420	\$53,955,420
J6	PIPELAND COMPANY	733	15.5700	\$0	\$134,224,465	\$134,224,465
J7	CABLE TELEVISION COMPANY	43		\$0	\$26,515,130	\$26,515,130
L1	COMMERCIAL PERSONAL PROPE	4,800		\$2,677,835	\$586,110,470	\$543,694,559
L2	INDUSTRIAL AND MANUFACTURIN	348		\$2,652,980	\$1,303,929,591	\$1,012,482,805
M1	TANGIBLE OTHER PERSONAL, MOB	3,603		\$5,343,210	\$53,166,824	\$45,326,427
O	RESIDENTIAL INVENTORY	598	131.7858	\$89,320	\$19,489,920	\$19,489,920
S	SPECIAL INVENTORY TAX	99		\$0	\$47,141,200	\$47,141,200
X	TOTALLY EXEMPT PROPERTY	4,270	22,595.6593	\$877,340	\$1,581,219,289	\$0
	<b>Totals</b>		148,382.9644	\$398,808,295	\$23,400,435,320	\$17,292,194,526

**2022 CERTIFIED TOTALS**

Property Count: 88,603

J05 - MAINLAND COLLEGE  
ARB Approved Totals

7/23/2022 11:07:15AM

**CAD State Category Breakdown**

State Code Description	Count	Acres	New Value	Market Value	Taxable Value
A	3	0.6767	\$0	\$346,985	\$271,266
A1 REAL, RESIDENTIAL, SINGLE-FAMIL	51,281	21,137.4711	\$259,861,900	\$11,801,467,644	\$8,574,711,535
A2 REAL, RESIDENTIAL, MOBILE HOME	2,434	2,077.4770	\$1,474,840	\$124,581,678	\$91,738,260
A3 REAL, RESIDENTIAL, CONDOMINIUM	269	5.8898	\$15,470	\$26,757,498	\$21,297,426
A9 PARSONAGES	1		\$0	\$7,500	\$3,976
B	2	12.4748	\$0	\$6,600,000	\$6,600,000
B1 APARTMENTS	120	367.0497	\$43,541,700	\$754,549,110	\$754,510,131
B2 DUPLEXES	470	194.8275	\$0	\$103,578,294	\$98,083,695
C1 VACANT LOT	15,694	9,142.1012	\$42,800	\$418,951,051	\$419,392,616
D1 QUALIFIED AG LAND	1,894	48,251.1432	\$0	\$322,580,267	\$4,009,766
D2 IMPROVEMENTS ON QUALIFIED AG L	9		\$0	\$225,080	\$225,080
D3 D3	100	9,661.9809	\$0	\$29,615,090	\$1,484,951
D4 D4	9	66.7331	\$0	\$731,750	\$731,750
D5 D5	4	5.1300	\$0	\$103,100	\$103,100
E	3	7.5271	\$0	\$135,664	\$135,664
E1 FARM OR RANCH IMPROVEMENT	1,991	23,065.5837	\$1,067,810	\$368,697,948	\$298,120,385
F1 COMMERCIAL REAL PROPERTY	2,675	4,724.7699	\$68,583,220	\$1,986,959,776	\$1,984,064,986
F2 INDUSTRIAL REAL PROPERTY	172	3,246.2370	\$0	\$2,466,894,255	\$2,146,354,439
G1 OIL AND GAS	277		\$0	\$11,755,187	\$11,755,187
J2 GAS DISTRIBUTION SYSTEM	14	10.9866	\$0	\$22,149,510	\$22,149,510
J3 ELECTRIC COMPANY	126	528.1189	\$0	\$271,888,270	\$271,888,270
J4 TELEPHONE COMPANY	53	5.4815	\$0	\$15,722,671	\$15,722,671
J5 RAILROAD	48	109.7600	\$0	\$53,955,420	\$53,955,420
J6 PIPELINE COMPANY	733	15.5700	\$0	\$134,224,465	\$134,224,465
J7 CABLE TELEVISION COMPANY	43		\$0	\$26,515,130	\$26,515,130
L1 COMMERCIAL PERSONAL PROPER	4,774		\$2,677,835	\$583,650,410	\$541,234,499
L2 INDUSTRIAL PERSONAL PROPERTY	347		\$2,652,980	\$1,303,929,591	\$1,012,482,805
L3 L3	1		\$0	\$54,000	\$54,000
L9 L9	1		\$0	\$9,000	\$9,000
M1 MOBILE HOMES	3,559		\$5,298,800	\$52,409,505	\$44,646,309
M3 Converted code M3	20		\$4,790	\$266,125	\$216,460
M4 M4	2		\$0	\$6,464	\$4,986
O1 RESIDENTIAL INVENTORY VACANT L	541	122.5334	\$0	\$16,735,640	\$16,735,640
O2 RESIDENTIAL INVENTORY IMPROVE	33	5.8376	\$89,320	\$1,846,140	\$1,846,140
S SPECIAL INVENTORY	98		\$0	\$47,141,200	\$47,141,200
X	4,264	22,595.0606	\$877,340	\$1,581,099,937	\$0
XV COMMERCIAL REAL EXEMPT	64	419.7989	\$0	\$1,900,876	\$1,836,835
<b>Totals</b>		<b>145,780.2202</b>	<b>\$386,188,805</b>	<b>\$22,538,042,231</b>	<b>\$16,604,257,553</b>

**2022 CERTIFIED TOTALS**

Property Count: 3,293

J05 - MAINLAND COLLEGE  
Under ARB Review Totals

7/23/2022 11:07:15AM

**CAD State Category Breakdown**

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	2,838	1,276.5569	\$12,579,870	\$651,011,404	\$488,738,191
A2	REAL, RESIDENTIAL, MOBILE HOME	52	43.9597	\$0	\$3,219,900	\$2,306,684
A3	REAL, RESIDENTIAL, CONDOMINIUM	12	0.3101	\$0	\$1,506,470	\$895,008
B		1	0.0374	\$0	\$25,180	\$25,180
B1	APARTMENTS	12	0.7292	\$0	\$55,348,735	\$55,348,001
B2	DUPLEXES	25	10.0887	\$0	\$7,289,437	\$7,289,437
C1	VACANT LOT	172	129.6329	\$0	\$12,135,280	\$12,135,280
D1	QUALIFIED AG LAND	36	474.5755	\$0	\$6,021,630	\$26,710
D3	D3	1	8.9910	\$0	\$220,280	\$2,700
E		1	16.8756	\$0	\$506,268	\$506,268
E1	FARM OR RANCH IMPROVEMENT	110	534.6651	\$0	\$15,958,123	\$11,658,543
F1	COMMERCIAL REAL PROPERTY	90	101.9401	\$0	\$105,220,230	\$105,220,230
F2	INDUSTRIAL REAL PROPERTY	1	0.3685	\$0	\$20,870	\$20,870
L1	COMMERCIAL PERSONAL PROPER	24		\$0	\$2,397,060	\$2,397,060
L2	INDUSTRIAL PERSONAL PROPERTY	1		\$0	\$0	\$0
M1	MOBILE HOMES	26		\$39,620	\$459,400	\$433,342
M3	Converted code M3	1		\$0	\$25,330	\$25,330
O1	RESIDENTIAL INVENTORY VACANT L	24	3.4148	\$0	\$908,140	\$908,140
S	SPECIAL INVENTORY	1		\$0	\$0	\$0
X		6	0.5987	\$0	\$119,352	\$0
<b>Totals</b>			<b>2,602.7442</b>	<b>\$12,619,490</b>	<b>\$862,393,089</b>	<b>\$687,936,974</b>

**2022 CERTIFIED TOTALS**

Property Count: 91,896

J05 - MAINLAND COLLEGE  
Grand Totals

7/23/2022 11:07:15AM

**CAD State Category Breakdown**

State Code Description	Count	Acres	New Value	Market Value	Taxable Value
A	3	0.6767	\$0	\$346,985	\$271,266
A1 REAL, RESIDENTIAL, SINGLE-FAMIL	54,119	22,414.0280	\$272,441,770	\$12,452,479,048	\$9,063,449,726
A2 REAL, RESIDENTIAL, MOBILE HOME	2,486	2,121.4367	\$1,474,840	\$127,801,578	\$94,044,944
A3 REAL, RESIDENTIAL, CONDOMINIUM	281	6.1999	\$15,470	\$28,263,968	\$22,192,434
A9 PARSONAGES	1		\$0	\$7,500	\$3,976
B	3	12.5122	\$0	\$6,625,180	\$6,625,180
B1 APARTMENTS	132	367.7789	\$43,541,700	\$809,897,845	\$809,858,132
B2 DUPLEXES	495	204.9162	\$0	\$110,867,731	\$105,373,132
C1 VACANT LOT	15,866	9,271.7341	\$42,800	\$431,086,331	\$431,527,896
D1 QUALIFIED AG LAND	1,930	48,725.7187	\$0	\$328,601,897	\$4,036,476
D2 IMPROVEMENTS ON QUALIFIED AG L	9		\$0	\$225,080	\$225,080
D3 D3	101	9,670.9719	\$0	\$29,835,370	\$1,487,651
D4 D4	9	66.7331	\$0	\$731,750	\$731,750
D5 D5	4	5.1300	\$0	\$103,100	\$103,100
E	4	24.4027	\$0	\$641,932	\$641,932
E1 FARM OR RANCH IMPROVEMENT	2,101	23,600.2488	\$1,067,810	\$384,656,071	\$309,778,928
F1 COMMERCIAL REAL PROPERTY	2,765	4,826.7100	\$68,583,220	\$2,092,180,006	\$2,089,285,216
F2 INDUSTRIAL REAL PROPERTY	173	3,246.6055	\$0	\$2,466,915,125	\$2,146,375,309
G1 OIL AND GAS	277		\$0	\$11,755,187	\$11,755,187
J2 GAS DISTRIBUTION SYSTEM	14	10.9866	\$0	\$22,149,510	\$22,149,510
J3 ELECTRIC COMPANY	126	528.1189	\$0	\$271,888,270	\$271,888,270
J4 TELEPHONE COMPANY	53	5.4815	\$0	\$15,722,671	\$15,722,671
J5 RAILROAD	48	109.7600	\$0	\$53,955,420	\$53,955,420
J6 PIPELINE COMPANY	733	15.5700	\$0	\$134,224,465	\$134,224,465
J7 CABLE TELEVISION COMPANY	43		\$0	\$26,515,130	\$26,515,130
L1 COMMERCIAL PERSONAL PROPER	4,798		\$2,677,835	\$586,047,470	\$543,631,559
L2 INDUSTRIAL PERSONAL PROPERTY	348		\$2,652,980	\$1,303,929,591	\$1,012,482,805
L3 L3	1		\$0	\$54,000	\$54,000
L9 L9	1		\$0	\$9,000	\$9,000
M1 MOBILE HOMES	3,585		\$5,338,420	\$52,868,905	\$45,079,651
M3 Converted code M3	21		\$4,790	\$291,455	\$241,790
M4 M4	2		\$0	\$6,464	\$4,986
O1 RESIDENTIAL INVENTORY VACANT L	565	125.9482	\$0	\$17,643,780	\$17,643,780
O2 RESIDENTIAL INVENTORY IMPROVE	33	5.8376	\$89,320	\$1,846,140	\$1,846,140
S SPECIAL INVENTORY	99		\$0	\$47,141,200	\$47,141,200
X	4,270	22,595.6593	\$877,340	\$1,581,219,289	\$0
XV COMMERCIAL REAL EXEMPT	64	419.7989	\$0	\$1,900,876	\$1,836,835
<b>Totals</b>	<b>148,382.9644</b>		<b>\$398,808,295</b>	<b>\$23,400,435,320</b>	<b>\$17,292,194,527</b>

**2022 CERTIFIED TOTALS**

Property Count: 91,896

J05 - MAINLAND COLLEGE  
Effective Rate Assumption

7/23/2022 11:07:15AM

**New Value**

**TOTAL NEW VALUE MARKET: \$398,808,295**  
**TOTAL NEW VALUE TAXABLE: \$358,289,872**

**New Exemptions**

Exemption	Description	Count		
EX-XV	Other Exemptions (including public property, r	64	2021 Market Value	\$5,512,804
EX366	HB366 Exempt	428	2021 Market Value	\$614,900
<b>ABSOLUTE EXEMPTIONS VALUE LOSS</b>				<b>\$6,127,704</b>

Exemption	Description	Count	Exemption Amount
DP	Disability	48	\$1,090,747
DPS	DISABLED Surviving Spouse	20	\$0
DV1	Disabled Veterans 10% - 29%	27	\$235,982
DV1S	Disabled Veterans Surviving Spouse 10% - 29%	1	\$5,000
DV2	Disabled Veterans 30% - 49%	28	\$233,250
DV3	Disabled Veterans 50% - 69%	32	\$327,000
DV3S	Disabled Veterans Surviving Spouse 50% - 69%	1	\$10,000
DV4	Disabled Veterans 70% - 100%	78	\$935,640
DV4S	Disabled Veterans Surviving Spouse 70% - 100	4	\$48,000
DVHS	Disabled Veteran Homestead	57	\$11,359,400
DVHSS	Disabled Veteran Homestead Surviving Spouse	2	\$294,799
HS	Homestead	2,208	\$114,631,474
OV65	Over 65	1,013	\$23,341,654
OV65S	OV65 Surviving Spouse	18	\$384,000
<b>PARTIAL EXEMPTIONS VALUE LOSS</b>		<b>3,537</b>	<b>\$152,896,946</b>
<b>NEW EXEMPTIONS VALUE LOSS</b>			<b>\$159,024,650</b>

**Increased Exemptions**

Exemption	Description	Count	Increased Exemption Amount
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**INCREASED EXEMPTIONS VALUE LOSS**

**TOTAL EXEMPTIONS VALUE LOSS \$159,024,650**

**New Ag / Timber Exemptions**

2021 Market Value \$1,470,652 Count: 14  
2022 Ag/Timber Use \$5,510  
**NEW AG / TIMBER VALUE LOSS \$1,465,142**

**New Annexations**

**New Deannexations**

**2022 CERTIFIED TOTALS**

J05 - MAINLAND COLLEGE  
**Average Homestead Value**

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
37,438	\$254,752	\$78,822	\$175,930

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
37,146	\$253,842	\$78,472	\$175,370

**Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
3,293	\$862,393,089.00	\$524,818,280



## **MINUTE ORDER**

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 22, 2022  
Subject: Recommendation – Renew Ellucian Colleague Maintenance

Presented for recommended acceptance to Board of Trustees on the same date.

### **MINUTE ORDER**

**Motion to be acted upon: “I move the Board of Trustees approve the renewal of contract 16-21 for the Ellucian Colleague Annual Maintenance agreement and services for an amount not to exceed \$466,662.00 to be paid from FY23 Operating Budget.”**

### **PURPOSE**

The purpose is to continue the annual maintenance of Ellucian Colleague administrative software to ensure that the college stays current on the essential requirements and technological advances that continue to evolve and require solutions.

### **BACKGROUND**

In 2004 the Board of Trustees approved Ellucian Colleague as our Enterprise Resource Planning (ERP) system. Colleague focuses on our key business areas - enrollment and student services; financial management; financial aid; and human resources. Ellucian (formerly named Datatel). The annual renewal is \$446,662.00 beginning September 1, 2022, to August 31, 2023. Contingency funding for an additional \$20,000.00 is included for possible services and training requirements for a total not-to-exceed amount of \$466,662.00.

### **ATTACHMENTS**

Ellucian Maintenance Renewal Invoice 2022-2023

**Bill To:**  
 College Of The Mainland  
 Ronald LeVick  
 1200 N Amburn Rd  
 Texas City, TX 77591-2435  
 USA

<b>Invoice Number:</b>	90369599
<b>Invoice Date:</b>	06/20/2022
<b>Invoice Due Date:</b>	09/01/2022
<b>Customer Number:</b>	102631
<b>SAP Order Number:</b>	58638
<b>Invoice Amount:</b>	<b>USD 446,662.00</b>

**Remittance Information**

**Remit To:**  
 Ellucian Company L.P.  
 62578 Collections Center Drive  
 Chicago, IL 60693  
 USA

**Tax Summary**

Total Taxable:	USD 0.00
Total Non Taxable:	USD 446,662.00
Total Tax:	USD 0.00

**ACH Information:**

Bank of America  
 100 West 33rd Street  
 New York, NY 10001  
 ABA# 071000039  
 Beneficiary Name: Ellucian Company L.P.  
 Account # 81880-91099  
 Email: electronic-payment-info@ellucian.com

Please reference invoice number on all payment remittance.

Questions or concerns regarding this invoice? Contact [accountsreceivable@ellucian.com](mailto:accountsreceivable@ellucian.com)

**Invoice Details**

Description	Unit Price	Tax Rate	Tax	Total
<b>Annual Maintenance Renewal From 09/01/2022 to 08/31/2023</b>				
<b>CORE</b>	68,058.00	0%	0.00	68,058.00
<b>STUDENT</b>	103,467.00	0%	0.00	103,467.00
<b>FINANCE</b>	54,967.00	0%	0.00	54,967.00
<b>HUMAN RESOURCES</b>	44,939.00	0%	0.00	44,939.00
<b>WORKFLOW</b>				
HR WORKFLOW DEFINITION TOOL ANNUAL LICENSE	4,698.00	0%	0.00	4,698.00
<b>PER USER</b>	40,946.00	0%	0.00	40,946.00
<b>APPLICATION DEVELOPMENT ENVIRONMENT</b>	50,213.00	0%	0.00	50,213.00
<b>REPORTING</b>				
HR REPORTING DATAMARTS ANNUAL LICENSE	1,803.00	0%	0.00	1,803.00
ST REPORTING DATAMARTS ANNUAL LICENSE	1,803.00	0%	0.00	1,803.00

Description	Unit Price	Tax Rate	Tax	Total
ST REPORTING APPLICATIONS ANN LICENSE	902.00	0%	0.00	902.00
FIN REPORTING APPLICATIONS ANN LICENSE	902.00	0%	0.00	902.00
FIN REPORTING DATAMARTS ANNUAL LICENSE	1,803.00	0%	0.00	1,803.00
HR REPORTING APPLICATIONS ANN LICENSE	902.00	0%	0.00	902.00
<b>OTHER</b>				
ELLUCIAN MAINTENANCE ADVANTAGE	19,327.00	0%	0.00	19,327.00
MT ECOMMERCE OFFICIAL PAYMENTS	2,483.00	0%	0.00	2,483.00
EDI SPEEDE ANNUAL LICENSE	5,963.00	0%	0.00	5,963.00
MT ELLUCIAN PORTAL	5,980.00	0%	0.00	5,980.00
INTELLIGENT LEARNING PLATFORM	7,139.00	0%	0.00	7,139.00
<b>PARTNER</b>				
APPLICATION SERVER 0-100 PARTNER MAINTENANCE	14,235.00	0%	0.00	14,235.00
RDBMS AE USERS PARTNER MAINTENANCE	16,132.00	0%	0.00	16,132.00

<b>SUBTOTAL</b>	USD 446,662.00
<b>Tax</b>	USD 0.00
<b>TOTAL</b>	USD 446,662.00

**\*\* A late fee will be imposed on past due payments per your contract. \*\***



PRESIDENT'S OFFICE

**MINUTE ORDER**

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 22, 2022  
Subject: Agenda Item for COM Board of Trustees

**AGENDA ITEM DESCRIPTION:**

Award of Contract 23-02 for Print Services

**FUNDING SOURCE:**

*To be paid from Operating and Ancillary Funds*

**PURPOSE:**

Provide print service solutions for various Marketing, Public Affairs and campus wide traditional print and digital materials.

**PROPOSED MOTION:** *"I move the Board of Trustees approve award of contract 23-02 for print services not-to-exceed \$660,000.00 to be paid from operating and ancillary funds."*

**BACKGROUND:**

In July 2022, the college issued a Request for Proposal (RFP) for print services. Six (6) proposals were received and evaluated. Four (4) of the six respondents were considered non-responsive to the RFP requirements. Slate and L.P. Printing provided fully responsive proposals that represent the ability to meet the print service requirements. A multi-award contract is recommended to multiple vendors to best serve the college with the various types of print solutions whereby each vendor offers expertise in specific print solution areas. The estimated cost for print is based on historical expenditures (pre and post pandemic). Therefore, it is the recommendation of the evaluation committee to award a two (2) year contract with two (2) additional annual options to renew as follows:

Fiscal Year	Vendor	NTE Amount
2022-2023	Slate	\$250,000.00
	LP Printing	\$ 80,000.00
2023-2024	Slate	\$250,000.00
	LP Printing	\$ 80,000.00
<b>Total Not-To Exceed</b>		<b>\$660,000.00</b>

*Annual renewal option contract values will be evaluated based on future print services needs and brought forward as a recommendation for Board approval prior to execution of the renewals.*

**Attachment:** Proposal Evaluation Summary

College of the Mainland  
RFP 23-02 Print Services  
Proposal Evaluation Summary

Criterion	Value	Maximum	
		5 Evaluators	
Purchase Price	50	250	
Vendor Reputation	10	50	
Quality of goods or services	10	50	
Extent to which services meet needs	5	25	
Vendor's past relationship with the college	5	25	
Total long-term cost for services	5	25	
Any other relevant factor such as schedule	15	75	
<b>TOTAL</b>	<b>100</b>	<b>500</b>	

Pamela		LP Printing		FASTSIGNS		Speedy's		Slate		Thomas	
Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
0	-	3.4	150.00	0	-	0	-	4	200.00	0	-
0	-	3	30.00	0	-	0	-	4.4	40.00	0	-
0	-	3.4	30.00	0	-	0	-	4.6	40.00	0	-
0	-	3	15.00	0	-	0	-	4.2	20.00	0	-
0	-	3	15.00	0	-	0	-	4.6	20.00	0	-
0	-	3.2	15.00	0	-	0	-	4	20.00	0	-
0	-	3	45.00	0	-	0	-	4	60.00	0	-
-	-	-	300.00	-	-	-	-	-	400.00	-	-



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees  
 From: Dr. Warren Nichols, President  
 Date: August 22, 2022  
 Subject: Agenda Item for COM Board of Trustees

**AGENDA ITEM DESCRIPTION:**

Award of Contract 23-06 for Dental Equipment & Supplies

**FUNDING SOURCE:**

***To be paid from 2018 Bond funds and Title V Grant Funds in an amount not-to-exceed \$197,500.00***

**PURPOSE:**

Provide equipment and supplies needed to support the Allied Health Dental Assistant and Dental Hygienist programs.

**PROPOSED MOTION:** *"I move the Board of Trustees approve award of contract 23-06 for the purchase of dental equipment and supplies in an amount not-to-exceed \$197,500.00 to be paid from 2018 Bond funds and Title V Grant funds."*

**BACKGROUND:**

In June 2022, the college issued Request for Quotes for various dental equipment and supplies from three (3) state cooperative authorized vendors in support of the new Dental Hygienist and Dental Assistant programs as a part of the 2018 Bond Master Plan. Three responses were received in response to the solicitation, as summarized in the COM Dental Program Bid Responses below. After review and comparison, it is recommended that the subject contract be awarded to Patterson Dental.

COM Dental Program Bid Responses			
	Bidder 1: Patterson	Bidder 2: Henry Schein	Bidder 3: 3D Dental
Dental Hygienist Supplies	\$96,859.30	\$97,369.89	Non-Responsive
Dental Assistant Supplies	\$16,668.38	\$17,238.74	Non-Responsive
Schick Equipment	\$65,956.20	\$83,588.00	No Bid
<b>Bid Total</b>	<b>\$179,483.88</b>	<b>\$198,196.63</b>	<b>\$0.00</b>
10% Contingency	\$17,948.39		
<b>Award Total</b>	<b>\$197,432.27</b>		

Funding rounded to the nearest 100 dollar place including contingency is as follows:

2018 Bond Fund	\$167,500.00
Title V Grant Fund	\$30,000.00
<b>Total Not-To Exceed</b>	<b>\$197,500.00</b>

**Attachment(s): Patterson Proposals**

**College of the Mainland**  
**Dental Hygienist Equipment & Supplies**  
**Request for Bid # 2023-01: Patterson Proposal**

Line Item#	Item ID#	Item Description	Quantity	Manufacturer	Model #	Price per item	Extended price	Delivery/ETA
1	DH-1	Motranser- M7 Eva 3D HVE Suction Mirror Kit	20	Motranser	R98A-32	\$ 128.92	\$ 2,578.40	1-2 days
2	DH-2	Quick-care Waterless Foam Sanitizer Holder 15 Oz	20	Ecolab Professional Products	92022357	2.20	44.00	1-2 days
3	DH-3	Confirm 10 in-office biological monitoring system- steam biological indicators 25/pkg	2	Crosstex International	C10B125	90.49	180.98	1-2 days
4	DH-4	BD Multituse one piece sharps collectors Small 3.3 qt	18	Becton Dickinson	305488	8.29	149.22	1-2 days
5	DH-5	Patterson Dental Waterline maintenance tablets 50/pkg	3	Patterson Dental Dental	PD-750	32.62	97.86	1-2 days
6	DH-6	Monarch CleanStream Evacuation system cleaner, Starter kit	8	Air Techniques Inc	57660	64.84	518.72	1-2 days
7	DH-7	Patterson Dental Drinking cups, 5 oz, 100/pkg, Lavender	3	Patterson Dental	CPATLV	22.59	67.77	1-2 days
8	DH-8	Slip-N-Grip chair covers, 29"x80", 125/pkg	3	Kerr Totalcare	SNG2980	38.86	116.58	1-2 days
9	DH-9	360 Face Masks, 40/box, ASTM Level 3, Regular, Blue	7	Cranberry	Q2861B	13.42	93.94	1-2 days
10	DH-10	GUM Tonugue Cleaners	5	Sunstar Americas Inc	760PB	6.69	33.45	1-2 days
11	DH-11	GUM Soft Picks interdental cleaners	5	Sunstar Americas Inc	632DB	27.79	138.95	1-2 days
12	DH-12	GUM Proxabrush Interdental brushes - single end handle	5	Sunstar Americas Inc	611PF	10.39	51.95	1-2 days
13	DH-13	Pkg/bag	5	Sunstar Americas Inc	414PA	6.69	33.45	1-2 days
14	DH-14	2/Pkg, 18 Pkg/bag	5	Sunstar Americas Inc	612PA	6.69	33.45	1-2 days
15	DH-15	GUM ButlerWeave floss, Mint waxed, 4yd packs, 144/pkg	5	Sunstar Americas Inc	1815P	34.29	171.45	1-2 days
16	DH-16	GUM Denture brush, 12/pkg	5	Sunstar Americas Inc	201RYBZ	11.79	58.95	1-2 days
17	DH-17	GUM advanced care flossers with control grip	5	Sunstar Americas Inc	888PF	7.79	38.95	1-2 days
18	DH-18	GUM end tuft soft brush, 12/pkg	5	Sunstar Americas Inc	308PD	4.19	20.95	1-2 days
19	DH-19	GUM EasyThread floss, 5yd dispenser, 6/pkg	5	Sunstar Americas Inc	3210D	22.11	110.55	1-2 days
20	DH-20	GUM EEZ-Thru floss threader	5	Sunstar Americas Inc	840PUAA	14.69	73.45	1-2 days
21	DH-21	Patterson Combination HVE aspirator tips, 10/pkg	4	Patterson Dental	7000862	2.49	9.96	1-2 days
22	DH-22	Mouth Props - Markel, 2/pkg, Adult	4	Hu-friedy Mfg Co Inc	MP54	32.39	129.56	1-2 days
23	DH-23	Mouth Props - Markel, 2/pkg, Child	4	Hu-friedy Mfg Co Inc	MP52	32.39	129.56	1-2 days
24	DH-24	Patterson nonsterile cotton rolls, 2000/pkg	4	Patterson Dental	4554-PAT	14.09	56.36	1-2 days
25	DH-25	Edge-Ease X-ray cushion, 300/pkj, blue, long edge	1	Crosstex International	BWEEB	34.89	34.89	1-2 days
26	DH-26	Patterson Cotton-Tipped applicators, 100/bag, 10 bags/box	3	Patterson Dental	806	7.79	23.37	1-2 days
27	DH-27	Braval Saliva ejectors, 100/Pkg, White with white tip	2	Braval	71446418	3.29	6.58	1-2 days
28	DH-28	Braval Patient Towels and Bibs, 13"x18", 500/pkg, Light green	3	Braval	71446368	18.93	56.79	1-2 days
29	DH-29	Bib-Eze disposable bib holders - White, 250/pkg	5	Pinnacle Dental Prod	35053	7.80	39.00	1-2 days
30	DH-30	Dry Tips Cotton Roll Alternative, 50/pkg, Small	2	Microbrush Corporation	291543	12.19	24.38	1-2 days
31	DH-31	Patterson Cotton-Filled sponges, 2"x2", non-sterile, 5,000/case	3	Patterson Dental	5000COTT22PAT	32.15	96.45	1-2 days
32	DH-32	Lavender Nitrile Exam gloves- Powder free, latex free, Extra small, 250/box	4	Halyard Health	52816	13.13	52.52	1-2 days
33	DH-33	Lavender Nitrile Exam gloves- Powder free, latex free, Small, 250/box	4	Halyard Health	52817	13.13	52.52	1-2 days

**College of the Mainland**  
**Dental Hygienist Equipment & Supplies**  
**Request for Bid # 2023-01: Patterson Proposal**

Line Item#	Item ID#	Item Description	Quantity	Manufacturer	Model #	Price per item	Extended price	Delivery/ETA
34	DH-34	Lavender Nitrile Exam gloves- Powder free, latex free, Medium, 250/box	4	Halyard Health	52818	13.13	52.52	1-2 days
35	DH-35	Lavender Nitrile Exam gloves- Powder free, latex free, Large, 250/box	2	Halyard Health	52819	13.13	26.26	1-2 days
36	DH-36	Patterson Syringe cover sleeves with opening, 500/box	2	Patterson Dental	07-085-0586	11.49	22.98	1-2 days
37	DH-37	Patterson Universal Covers Barrier Protection - 1200 Perforated Sheets/Roll, 4"x6", Blue	20	Patterson Dental	07-085-0768	10.58	211.60	1-2 days
38	DH-38	Light Sleeve, 500/pkg, L style, 1-1/2" W x 8" L	4	Kerr Totalcare	3650	21.93	87.72	1-2 days
39	DH-39	Patterson Plastic Dappen dishes - Assorted Colors, 1,000/pkg	1	Patterson Dental Supply	PLDD-1000	31.99	31.99	1-2 days
40	DH-40	Patterson Ultrasonic cleaning solutions - General Purpose, Nonammoniated, Blue, 1 gallon	2	Patterson Dental	50036310	18.29	36.58	1-2 days
41	DH-41	Patterson Ultrasonic cleaning solutions - Tartar and Stain remover, Clear, 1 gallon	2	Patterson Dental	50036330	17.69	35.38	1-2 days
42	DH-42	Patterson Premium Lab coats, 10/pkg, White, small	3	Patterson Dental	058-6222	23.29	69.87	1-2 days
43	DH-43	Patterson Premium Lab coats, 10/pkg, White, medium	3	Patterson Dental	058-6230	23.29	69.87	1-2 days
44	DH-44	Patterson Premium Lab coats, 10/pkg, White, large	3	Patterson Dental	058-6248	23.29	69.87	1-2 days
45	DH-45	Patterson Fabric cover gowns, 10/pkg, Medium/Large, Blue	20	Patterson Dental	058-5711	23.29	465.80	1-2 days
46	DH-46	Schick 33 elite sensor sheaths, 300/pkg, size 2	2	Sirona	B1207011	52.89	105.78	1-2 days
47	DH-47	Schick 33 elite sensor sheaths, 300/pkg, size 1	1	Sirona	B1107011	52.92	52.92	1-2 days
48	DH-48	Patterson pouch plus sterilization pouches, 2-3/4" x 9", 200/pkg	1	Patterson Dental	084-2591	8.79	8.79	1-2 days
49	DH-49	Patterson pouch plus sterilization pouches, 3-1/2" x 9", 200/pkg	1	Patterson Dental	084-2575	6.69	6.69	1-2 days
50	DH-50	Patterson pouch plus sterilization pouches, 5-1/4" x 10", 200/pkg	2	Patterson Dental	084-2583	9.99	19.98	1-2 days
51	DH-51	Patterson Lead-free autoclave indicator tape, 1"W x 60 yards L	6	Patterson Dental	STLF24MMP	7.50	45.00	1-2 days
52	DH-52	IMS Tape dispenser Mini	2	Hu-friedy Mfg Co Inc	IMS-1270H	62.79	125.58	1-2 days
53	DH-53	Quik-care Waterless antimicrobial foaming hand rub 15 oz can	36	Ecolab Professional Products	6032729	11.19	402.84	1-2 days
54	DH-54	CaviWipes1 Surface Disinfectant Towelette Wipes, Extra Large, 9"x12", 65/pkg, Canister	33	Kerr Totalcare	13-5150	11.29	372.57	1-2 days
55	DH-55	E-Z access shelf, White	20	Zirc Company	20Z420A	102.69	2,053.80	1-2 days
56	DH-56	Drinking cup dispenser for 5 oz plastic cup	20	Crosstex International	PCC	31.13	622.60	1-2 days
57	DH-57	Patterson Lead-free Protective Apron - Adult with Collar, Beige #15	3	Patterson Dental	825737	167.11	501.33	1-2 days
58	DH-58	Patterson Lead-free Protective Apron - Child with Collar, Beige #15	2	Patterson Dental	825943	126.64	253.28	1-2 days
59	DH-59	Patterson Lead-free Protective apron - Panoramic Beige #15	1	Patterson Dental	826032	203.67	203.67	1-2 days
60	DH-60	Soothe-Guard Air Lead-free Pano-Dual X-ray Apron - Child, 0.35 Lead equivalency, Royal Blue	1	Dentsply Rinn	862205500	398.94	398.94	1-2 days
61	DH-61	X-Ray Apron Hanger – Wall Mount Design	7	Kerr Totalcare	31400DX	30.49	213.43	1-2 days
62	DH-62	Nomad Pro 2	4	Aribex	Pro 2	6,065.89	24,263.56	5 days
63	DH-63	Midmark M11 Steam Sterilizer	4	Midmark	M11-043	6,825.45	27,301.80	2-3 weeks
64	DH-64	Biosonic UC 125 ultrasonic cleaner	1	Coltene	UC125B115	1,025.39	1,025.39	1-2 days
65	DH-65	Miele G7881 Dental Thermal Disinfectant	1	Miele	G7881	10,699.21	10,699.21	1-2 weeks
66	DH-66	Confirm 10 in-office biological monitoring system, In-office kit	1	Crosstex International	C10SK	441.89	441.89	1-2 days

**College of the Mainland**  
**Dental Hygienist Equipment & Supplies**  
**Request for Bid # 2023-01: Patterson Proposal**

Line Item#	Item ID#	Item Description	Quantity	Manufacturer	Model #	Price per item	Extended price	Delivery/ETA
67	DH-67	Patterson Plaster trap - 2 Gallon	1	Patterson Dental	C351500	38.29	38.29	1-2 days
68	DH-68	Kilgore CBM-3A Bench & Chair mount	16	Kilgore International	CBM-3A	197.32	3,157.12	7-10 days
69	DH-69	Porta-Sim stand	16	Kilgore International	Porta Sim	122.00	1,952.00	7-10 days
70	DH-70	Acadental - DH model with calculus, cheeks, tongues 1 per pod	3	Acadental	MP_DH520	302.65	907.95	7-10 days
71	DH-71	XR5 Adult Radiology Manikin System	5	Kilgore International	XR5	1,610.59	8,052.95	7-10 days
72	DH-72	Articulated upper and lower jaw, with braces.	1	Kilgore International	D85SDP-200PB-Ortho	332.95	332.95	7-10 days
73	DH-73	Antomical teeth set of 32, 2.5x Enlarged	15	Kilgore International	B3-305-32	172.95	2,594.25	7-10 days
74	DH-74	Adult FRP Head w/Buccal plates	14	Kilgore International		195.29	2,734.06	7-10 days
75	DH-75	XCP Short Indicator Arm - Anterior	4	Dentsply Rinn	540871	37.83	151.32	1-2 days
76	DH-76	XCP Short Indicator Arm - Posterior	4	Dentsply rinn	540872	37.83	151.32	1-2 days
77	DH-77	XCP Short Indicator Arm - Bitewing	4	Dentsply rinn	540873	37.83	151.32	1-2 days
78	DH-78	XCP and BAI Replacement parts, Aiming Rings, Anterior, Blue	4	Dentsply rinn	540865	12.29	49.16	1-2 days
79	DH-79	XCP and BAI Replacement parts, Aiming Rings, Anterior, Yellow	4	Dentsply rinn	540860	12.29	49.16	1-2 days
80	DH-80	XCP-DS FIT Universal Sensor Positioning System – Biteblock Refill, 2/Pkg, Vertical Bitewing, Red	4	Dentsply rinn	559904	45.65	182.60	1-2 days
81	DH-81	XCP-DS FIT Universal Sensor Positioning System – Biteblock Refill, 2/Pkg, Anterior Thin, Blue	4	Dentsply rinn	559906	45.65	182.60	1-2 days
82	DH-82	XCP-DS FIT Universal Sensor Positioning System – Biteblock Refill, 2/Pkg, Posterior, Yellow	4	Dentsply rinn	559902	45.65	182.60	1-2 days
83	DH-83	XCP-DS FIT Universal Sensor Positioning System – Biteblock Refill, 2/Pkg, Horizontal Bitewing, Red	4	Dentsply rinn	559903	45.65	182.60	1-2 days
84	DH-84	IMS Signature Series Double-Decker Cassettes - 20 Instrument Capacity, 6"x9.7"x1.5", Blue	4	Hu-friedy Mfg Co Inc	IM9208	45.65	182.60	1-2 days

\$ 96,859.30

**College of the Mainland**  
**Dental Assistant Equipment & Supplies**  
**Request for Bid 2023-02: Patterson Proposal**

Line Item	Item ID#	Item Description	Quantity	Manufacturer	Make/ Model	PD #	Unit Price	Extended price	Delivery/ETA
1	DA- 1	Quick-care™ Waterless Foam Sanitizer Holder - 15 Oz	2	Ecolab	92022357		\$ 2.20	\$ 4.40	1-2 days
2	DA-2	ConFirm® 10 In-Office Biological Monitoring System – Steam Biological Indicators, 25/Pkg	1	Crosstex Int'l	C10BI25		\$ 90.49	\$ 90.49	1-2 days
3	DA- 3	BD™ Multiuse One-Piece Sharps Collectors	2	Becton Dickinson	305488		\$ 8.29	\$ 16.58	1-2 days
4	DA- 4	Slip N Grip chair covers 29" x 80", 125/Pkg	1	Pinnacle Products	SNG2980		\$ 38.86	\$ 38.86	1-2 days
5	DA- 5	Patterson® Combination HVE Aspirator Tips, 100/Pkg	1	Supply	7000862		\$ 2.49	\$ 2.49	1-2 days
6	DA- 6	Adult mouth props, Markel, 2/pkg	1	Hu-Friedy Mfg Co Inc	MP-54		\$ 32.39	\$ 32.39	1-2 days
7	DA- 7	Child mouth props, Markel, 2/pkg	1	Hu-Friedy Mfg Co Inc	MP52		\$ 32.39	\$ 32.39	1-2 days
8	DA- 8	Braval® Saliva Ejectors, 100/Pkg	1	Supply	71446418		\$ 3.29	\$ 3.29	1-2 days
9	DA- 9	Schick 33 Elite Sensor Sheaths, 300/Pkg, Size 2	1	Sirona Dental inc	B1207011		\$ 52.89	\$ 52.89	1-2 days
10	DA- 10	Schick 33 Elite Sensor Sheaths, 300/Pkg, Size 1	1	Sirona Dental inc	B1107011		\$ 52.92	\$ 52.92	1-2 days
11	DA- 11	CaviWipes1™ Surface Disinfectant Towelette Wipes	3	Metrex Research Corp	13-5150		\$ 11.29	\$ 33.87	1-2 days
12	DA- 12	Patterson® Lead-Free Protective Apron – Adult with Collar	2	Supply	825737		\$ 167.11	\$ 334.22	1-2 days
13	DA- 13	X-Ray Apron Hanger – Wall Mount Design	1	Kerr Total Care	31400DX		\$ 30.49	\$ 30.49	1-2 days
14	DA- 14	Nomad Pro 2 Hand Held X-ray	1	Aribex	Pro 2		\$ 6,062.15	\$ 6,062.15	5 days
15	DA- 15	Water Distiller	1	Sciscan			\$ 2,342.63	\$ 2,342.63	7 days
16	DA- 16	Midmark M3 UltraFast Automatic Sterilizer-Statum (Statim 5000 recommended)	1	Midmark	M11-042		\$ 6,044.24	\$ 6,044.24	5 days
17	DA- 17	ConFirm® 10 Biological Monitoring System, In-Office Kit/Steam Incubator	1	Crosstex Int'l	C10SK	226-3721	\$ 441.89	\$ 441.89	1-2 days
18	DA- 18	Patterson® Plaster Trap – 2 Gallon	1	Supply	C351500	083-1206	\$ 38.29	\$ 38.29	1-2 days
19	DA- 19	Patterson Plaster trap gasket	1	Supply	C030815			\$ -	
20	DA- 20	Acadental - DH model with calculus, cheeks, tongues 1 per pod	1	Acadental	MP_DH520		\$ 302.65	\$ 302.65	7-10 days
21	DA- 21	Adult FRP Head w/Buccal plates	2	Kilgore Int'l			\$ 195.29	\$ 390.58	7-10 days
22	DA- 22	XCP Short Indicator Arm - Anterior	1	Dentsply Rinn	540871		\$ 37.83	\$ 37.83	1-2 days
23	DA- 23	XCP Short Indicator Arm - Posterior	1	Dentsply Rinn	540872		\$ 37.83	\$ 37.83	1-2 days
24	DA- 24	XCP Short Indicator Arm - Bitewing	1	Dentsply Rinn	540873		\$ 37.83	\$ 37.83	1-2 days
25	DA- 25	XCP and BAI Replacement parts, Aiming Rings, Anterior, Blue	1	Dentsply Rinn	540865		\$ 12.29	\$ 12.29	1-2 days
26	DA- 26	XCP and BAI Replacement parts, Aiming Rings, Anterior, Yellow	1	Dentsply Rinn	540860		\$ 12.29	\$ 12.29	1-2 days
27	DA- 27	XCP-DS FIT Universal Sensor Positioning System – Biteblock Refill, 2/Pkg, Vertical Bitewing, Red	1	Dentsply Rinn	559904		\$ 45.65	\$ 45.65	1-2 days
28	DA- 28	XCP-DS FIT Universal Sensor Positioning System – Biteblock Refill, 2/Pkg, Anterior Thin, Blue	1	Dentsply Rinn	559906		\$ 45.65	\$ 45.65	1-2 days
29	DA- 29	XCP-DS FIT Universal Sensor Positioning System – Biteblock Refill, 2/Pkg, Posterior, Yellow	1	Dentsply Rinn	559902		\$ 45.65	\$ 45.65	1-2 days
30	DA- 30	XCP-DS FIT Universal Sensor Positioning System – Biteblock Refill, 2/Pkg, Horizontal Bitewing, Red	1	Dentsply Rinn	559903		\$ 45.65	\$ 45.65	1-2 days

**\$ 16,668.38**

**College of the Mainland**  
**Dental Assistant and Hygienist Schick Equipment**  
**Request for Bid #2023-03: Patterson Response**

<b>Item Description</b>	<b>Quantity</b>	<b>Manufacturer</b>	<b>Unit Price</b>	<b>Extended price</b>
Schick 33 sensor size 2 sensors Need to have mounts to come with the kits, 6 foot cord	6	Sirona	\$ 8,293.24	\$ 49,759.44
Schick 33 sensor size 1 sensors Need to have mounts to come with the kits, 6 foot cord	2	Sirona	\$ 8,098.38	\$ 16,196.76
				<b>\$ 65,956.20</b>



## MINUTE ORDER

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 8, 2022  
Subject: Agenda Item for COM Board of Trustees

### **AGENDA ITEM DESCRIPTION:**

Award of Contract 23-07 for the purchase of Maritime Port Operations Simulator Training

### **FUNDING SOURCE:**

Texas Reskilling and Upskilling through Education (TRUE) Grant in an amount not-to-exceed \$418,700.00

### **PURPOSE**

Provide custom Maritime Port Operations simulator training equipment to support maritime industry contract training programs and students in the expanded Continuing Education programs.

### **PROPOSED MOTION:**

**Suggested Motion: "I move the Board of Trustees approve award of contract 23-07 in an amount not-to-exceed \$418,700 to be paid from the TRUE Grant to Purchase Maritime Port Operations Simulator Training Equipment."**

### **BACKGROUND:**

On August 3, 2022, the college received notice regarding award of a second Texas Reskilling and Upskilling for Education (TRUE) Institutional Capacity Grant in an amount of \$530,000.00. This funding will be used to supplement Bond funds to create a Maritime Port Logistics training program offered through Continuing Education. The budget for equipment in the amount \$418,700.00 includes shipping, installation, training, and three-years of annual maintenance and support. This amount is inclusive of the replacement of Simulator Computers in year three. The remaining funds will go towards a training coordinator. Tech Labs is a key supplier of the specialized equipment supporting the various Continuing Education programs. Tech Labs is able to provide education discount pricing under the TIPS/TAPS cooperative contract which meets the competitive procurement requirements in accordance with Texas Education Code 44.031.

### Attachments:

Tech Labs Proposal  
TRUE Grant Award Notice  
TIPS/TAPS Contract Summary

DATE: August 11, 2022

**PREPARED FOR:**

 Paige Parrish  
 College of the Mainland  
 1200 N. Amburn Road  
 Texas City, TX 77591

 EMAIL: [jparrish@com.edu](mailto:jparrish@com.edu)
**TIPS #200105**
**cmlabs - Vortex Master Port Simulator**

<u>Model Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Price Each</u>	<u>Total</u>
VMP-ST5-CRN	<b>10 Display with Motion Includes Instructor Station</b>	1	\$227,745.00	\$227,745.00
	<b>Ship-to-Shore Training Pack</b>	1	\$33,155.00	\$33,155.00
	<b>Mobile Harbor Crane</b>	1	\$34,575.00	\$34,575.00
	<b>Ship Pedestal Crane</b>	1	\$21,875.00	\$21,875.00
	<b>Shipping</b>	1	\$6,625.00	\$6,625.00
	<b>Onsite Installation &amp; Training</b>	1	\$8,500.00	\$8,500.00
	<b>3 Years Annual Maintenance and Support</b> - Includes replacement of Simulator Computers in year 3	1	\$86,225.00	\$86,225.00

**Grand Total: \$418,700.00**

Should you have any questions or need further assistance, please do not hesitate to contact me.

Kind Regards,

*Warner Brown*

 Warner Brown  
 President

WB/RP/mo/lms


**Vortex Master**

Notice of Federal Grant Award  
to  
**College of the Mainland**

<b>Grantee's Name and Address:</b>  <b>College of the Mainland</b> <b>1200 N Amburn Rd</b> <b>Texas City, TX 77591</b>	<b>Federal Grant Title:</b> <b>Texas Reskilling and Upskilling through Education (TRUE) Grant Program</b>
	<b>CFDA: 21.027</b>
	<b>Federal Grant Award Number: 2021-C5-21027</b>
	<b>Federal Award Date: 08/06/2021</b>
<b>Amount of Award:</b> <b>\$530,000.00</b>	<b>Term of Grant: Upon NOGA execution to August 31, 2023.</b> <b>All funds must be expended by: August 31, 2023.</b>
	<b>Federal Grant Funding Agency: U.S. Department of Treasury, Coronavirus State Fiscal Recovery Fund (SFRF)</b>
	<b>Research and Development? No</b>
	<b>UEI Number: Y5K1YRT3CSC7</b>
<b>Payment Method:</b> <b>50% at the beginning of the grant period and 50% after receipt of interim program and expenditure reports by January 16, 2023.</b>	<b>Congressional District Location: 14</b> <b>Congressional District Place of Performance: 14</b>
	<b>Authority: Sections 602 &amp; 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L No. 117-02 (March 11, 2021).</b>
<p>The Texas Higher Education Coordinating Board's ("THECB") and the Grantee's (collectively, referred to as "the parties") execution of this Notice of Grant Award creates a legally binding agreement between the parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Application (RFA) including any addenda issued, (2) the addenda to Grantee's Application (if any), and (3) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.</p> <p>The Institution shall submit a programmatic and financial report detailing the use, obligation, and expenditure of the funds provided through this Contract no later than October 14, 2022; January 16, 2023; April 14, 2023; July 17, 2023; and a final programmatic and financial report due no later than September 29, 2023. THECB may amend or revise these reporting dates with notice to Institution if necessary to meet U.S. Department of Treasury or Office of the Governor reporting deadlines. The Coordinating Board shall provide the Institution reporting forms to be used in completing and submitting the reports. Additionally, as required by the Coordinating Board, the Office of the Governor, the Comptroller of Public Accounts, the Legislative Budget Board, the U.S. Department of Treasury, or other applicable state or federal agency, the Institution shall provide reports on the use and expenditure of the funds provided through this Contract as required by the State Fiscal Recovery Fund. The Institution shall copy the Coordinating Board on all submitted reports. THECB may amend these reporting deadlines upon written notice to the Institution.</p>	

## AWARDED CONTRACTS "View EDGAR Doc" on Website


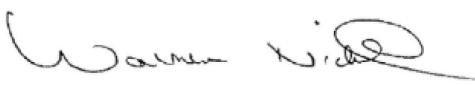
Contract	Comodity	Exp Date	EDGAR
200105	Technology Solutions Products and Services	05/31/2023	See EDGAR Certification Doc.

## CONTACTS BY CONTRACTS

### 200105

Lisa Stewart	Sales Support	(800) 445-1088	<a href="mailto:lisa@tech-labs.com">lisa@tech-labs.com</a>
Timothy M. Brown	President	(800) 445-1088	<a href="mailto:sales@tech-labs.com">sales@tech-labs.com</a>

Any changes in the approved Grant must follow THECB's amendment process as defined in the RFA. Any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within thirty (30) days unless otherwise agreed by THECB and Grantee.

<b>Signed by THECB Official:</b> <b>Ray Martinez</b>  Digitally signed by Ray Martinez Date: 2022.08.04 13:16:27 -05'00'	<b>Signed by Grantee Official:</b> 
<b>Name/Title</b>  <b>Ray Martinez III, Deputy Commissioner</b>	<b>Name/Title</b>  <b>Dr. Warren Nichols, President</b>
<b>Date:</b> 08/04/2022	<b>Date:</b> 8/3/2022

# The Interlocal Purchasing System

Purchasing Made Personal



Printed 10 August 2022

www.tech-labs.com

## Technical Laboratory Systems Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM  
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	PO BOX 218609	NAME Charlie Martin
CITY	Houston	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	77218	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

### SERVING STATES

OK | TX

### Overview

*Technical Laboratory Systems, Inc., Tech-Labs, was founded by Tim and Dede Brown in 1977 in order to meet the growing need for technical and vocational training in Texas and Oklahoma. Over the last 37 years Tech-Labs has developed into a full service educational equipment and instructional software provider. Tech-Labs works with market leaders in instructional software for science and technical training systems. Tech-Labs is one of North America's leading suppliers of industrial training in advanced manufacturing, industrial maintenance, mechatronics, welding, wind energy, solar energy and engineering equipment and curriculum. Tech-Labs is also one of North Americas largest engineering apparatus distribution companies.*



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees

From: Dr. Warren Nichols, President

Date: August 22, 2022

Subject: Lease Agreement JMK5 Texas City, LLC – Culinary Arts and Hospitality Management Programs.

Discussion and possible action on the 10-year Lease Agreement between College of the Mainland and JMK5 Texas City, LLC. for an education facility to be located at Mainland City Centre in Texas City.

Presented to the Board of Trustees and recommended for approval on August 22, 2022.

**Motion to be acted upon:** *“I move the Board of Trustees approve the lease between COM and JMK5 Texas City, LLC. for educational facilities to be located at Mainland City Centre.”*

**PURPOSE**

The purpose is to provide additional educational space for College of the Mainland’s continuing education and workforce training programs including COM’s new Culinary Arts and Hospitality Management programs.

**BACKGROUND**

College of the Mainland is currently developing new continuing education and workforce training programs in high demand jobs such as in the Culinary Arts and Hospitality industries. The planned facility will be designed in conformance with college specifications and built out by the Lessor in accordance with the needs of the college and shall include all equipment, restaurant seating, and classroom space needed for the programs.

**ATTACHMENTS:**

Lease Agreement between College of the Mainland and JMK5 Texas City, LLC.

**LEASE AGREEMENT**  
**COLLEGE OF THE MAINLAND AND JMK5 TEXAS CITY, LLC**  
**COUNTY OF GALVESTON**

This Lease Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between **JMK5 Texas City, LLC**, 308 W. Parkwood Suite 104A, Friendswood, Texas, hereinafter referred to as "LESSOR," and **College of the Mainland**, 1200 Amburn Rd., Texas City, Texas, hereinafter referred to as "LESSEE", collectively referred to herein as the "Parties" who have mutually covenanted and agreed as follows:

**1. DESCRIPTION OF LEASED PREMISES:** The LESSOR hereby agrees to lease to the LESSEE, and the LESSEE does hereby lease from the LESSOR with full right, title and enjoyment thereto, the following described premises: approximately 14,850 sq. ft. of fully equipped classroom space suitable for use by LESSEE to operate a culinary arts and hospitality management educational program and which is located at 10000 Emmett F. Lowry Expressway, Texas City, TX 77591 and which is further described in Exhibit "A."

This Lease includes the right to use all culinary equipment in the facility owned by the LESSOR (all of which is called the "Equipment"), which items are listed on the inventory attached to this Lease as Exhibit "B".

**2. USE OF LEASED PREMISES:** LESSEE shall use the leased premises for an educational facility and related activities and shall not conduct any activity which would be considered hazardous or create any nuisance. Further, LESSEE shall not use the premises for any unlawful or illegal activity. The violation of this provision hereof by LESSEE shall be a justifiable cause for cancellation of this lease by LESSOR, at LESSOR'S option. In the event the LESSOR seeks to cancel the lease under this clause, LESSEE shall be entitled to written notice of any default and shall have thirty (30) days from receipt of such notice to cure such default prior to the exercise of any remedy provided herein. LESSOR agrees to cooperate with LESSEE in any and all attempts by LESSEE to cure any default within the default cure period.

The parties further agree that the leased premises are intended to be used by LESSEE in its culinary arts and hospitality management program. In the event that the LESSEE discontinues its program at any time before the end of the lease term, the parties agree that the LESSEE shall have the right to use the leased premises for any other educational purpose in its sole discretion. In such event, the LESSEE may, at its own expense, cause to be removed and stored, or otherwise disposed of as mutually agreed, any and all culinary equipment then owned by LESSOR. LESSEE further agrees to provide notice to LESSOR of its intention to remove and store the culinary equipment. LESSOR agrees to use all reasonable efforts to mitigate the cost of removal and/or storage of the equipment so as to lessen the financial burden upon the LESSEE. These efforts may include, but shall not be limited to, expediting the sale or disposal of equipment, making available any storage space the LESSOR may own or have access to at discounted rate to the LESSEE, or other such efforts as may be reasonably available to the LESSOR.

**3. TERM OF LEASE:** The term of this Lease shall be for a period of ten (10) years commencing

on January 4, 2023 and ending on January 3, 2033 (“Initial Term”).

1. **RENT:** The annual rent is \$20.00 per square foot, with 1% annual increases, and shall be paid in monthly installments as follows:

		<b><u>Monthly</u></b>
i.	January 4, 2023 – August 31, 2023	\$ 24,750.00
ii.	September 1, 2023 – August 31, 2024	\$ 24,997.50
iii.	September 1, 2024 – August 31, 2025	\$ 25,247.48
iv.	September 1, 2025 – August 31, 2026	\$ 25,499.95
v.	September 1, 2026 – August 31, 2027	\$ 25,754.95
vi.	September 1, 2027 – August 31, 2028	\$ 26,012.50
vii.	September 1, 2028 – August 31, 2029	\$ 26,272.62
viii.	September 1, 2029 – August 31, 2030	\$ 26,535.35
ix.	September 1, 2030 – August 31, 2031	\$ 26,800.70
x.	September 1, 2031 – August 31, 2032	\$ 27,068.71
xi.	September 1, 2032 – January 3, 2023	\$ 27,339.40

Rent is payable monthly with the first and final payments prorated. The first payment is due on January 4, 2023 in the prorated amount of \$ 22,354.83. The final payment of \$2,733.94 is due on January 3, 2033. The parties agree that in the event that the LESSEE’s move-in date (defined as the date upon which a certificate of occupancy has been obtained and all LESSOR’s equipment has been installed and available for use by LESSEE) is delayed, the first rental payment shall be prorated and will be due on the move-in date.

Beginning September 1, 2023, each monthly installment shall be payable on the first day of each month. Any payments received after the 5<sup>th</sup> day of the month due shall be subject to a late fee in the amount of ONE HUNDRED DOLLARS PER DAY. Further, LESSEE shall pay to LESSOR a fee of TWENTY-FIVE AND NO/100 (\$25.00) DOLLARS for any checks returned to LESSOR because of insufficient funds. Rent for any period during the term hereof, which is for less than one month shall be a pro-rata portion of the monthly rent.

2. **TAXES.** LESSEE shall reimburse LESSOR for payment of ad valorem taxes assessed on the portion of the building and land comprising the leased premises beginning January 4, 2023 not to exceed \$2,500.00 per month. LESSOR shall be responsible for any amount above \$2,500.00 per month. LESSOR agrees to present the LESSEE with an invoice and copy of a receipt from the Tax Assessor evidencing payment of said taxes. LESSEE will reimburse LESSOR up to \$2,500.00 no later than thirty (30) days after receipt of said invoice and receipt of payment.

3. **UTILITIES:** LESSEE agrees to punctually pay all charges for gas, electricity, water, or any other basic utilities used or consumed at the leased premises during the term of this lease. Lessee utilities consumption shall be either separately metered and invoiced based on actual usage and rates OR calculated on a square footage basis as a percentage of the total metered area.

In either instance, LESSEE shall receive a monthly invoice for each utility that details total consumption, demand and distribution charges, rates per unit and total cost. Taxes are to be excluded due to lessee's tax-exempt status.

In addition, LESSOR will develop and implement facilities energy cost control best practices and inform LESSOR in advance of upcoming rate increases

**4. REPAIRS AND MAINTENANCE – LESSOR:** LESSOR shall make, or cause to be made, all necessary repairs to the structure and exterior of the Building and parking lots, as well as to the mechanical, HVAC, electrical and plumbing systems servicing Building (excluding LESSEE's leasehold improvements).

Further, LESSOR shall be responsible for repairs and maintenance to the Equipment as described in Section 1 above and identified in Exhibit “B.”

LESSOR agrees that in the event of the damage to or malfunction of the structures, systems and Equipment described above, LESSOR shall proceed to repair, restore, or replace the damaged or malfunctioning systems or Equipment no later than twenty-four (24) hours after notice of such damage. The LESSOR thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of LESSOR. In the event that the LESSOR fails to repair, restore, or replace the damaged or malfunctioning systems or Equipment as described herein within forty-eight (48) hours after the receipt of the notice from LESSEE, the LESSEE shall have the right to repair, restore or replace the damaged or malfunctioning systems at its own expense. LESSEE shall be entitled thereafter to reimbursement of such costs by the LESSOR due no later than thirty (30) days after receipt of invoice. Failure by LESSOR to fully reimburse LESSEE as described herein shall entitle LESSEE to deduct costs of repairs from future rental payments.

The parties agree that damaged or malfunctioning systems and Equipment may interrupt the educational activities conducted on the leased premises and cause hardship to LESSEE and its students. As such, the parties agree that TIME IS OF THE ESSENCE in repairing and restoring any damaged or malfunctioning systems and Equipment that disrupt the learning environment. In the event that LESSEE's program delivery is adversely impacted by a delay in repair of these systems and/or Equipment, the LESSEE, shall be entitled to reasonable loss of use compensation, including but not limited to costs to relocate or cancel activities, tuition refunds and/or other such costs.

LESSEE is to provide facility maintenance and repair notifications to LESSOR via email to [tori@jmk5holdings.com](mailto:tori@jmk5holdings.com), with copy to [christopher@jmk5holdings.com](mailto:christopher@jmk5holdings.com), and/or by calling 409-927-5421 Ext 0. Notifications sent via these instructions will be deemed as received and acknowledged.

In the event the premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts of LESSEE and which precludes or adversely affects the LESSEE's occupancy of the leased premises, then in every such case, the rent herein set forth shall be abated or adjusted according to the extent to which the leased premises have been rendered unfit for use and occupation by the LESSEE and until the demised premises have been put in a condition at the expense of the LESSOR, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the premises that substantially interferes with LESSEE's use of the premises for a period of forty-five (45) days or more, then the LESSEE shall be entitled to terminate this lease effective on the date of the substantial destruction. In no event shall the LESSOR's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to

said damage.

**5. REPAIRS AND MAINTENANCE – LESSEE:** LESSEE shall repair any damage caused by LESSEE's fault or that of persons who, with LESSEE'S consent, are on the premises or who are using the premises. LESSEE shall be responsible for all repairs and maintenance except for which LESSOR is responsible under Paragraph 7.

**6. SIGNAGE:** Section 1. Exterior Signs. LESSEE shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect, signs on any portion of the Premises, providing that LESSEE shall remove any such signs upon termination of this lease, and place the property affected to its original condition.

Section 2. Interior Signs. LESSEE shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Premises.

**7. LESSEE'S IMPROVEMENTS.** All improvements including personal property, furnishings and equipment and all trade fixtures installed in or hereafter by or at the expense of LESSEE and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by LESSEE, shall remain the property of LESSEE. LESSEE may, but shall not be obligated to, remove the same during the term hereof, provided that LESSEE, at its sole cost and expense, shall make any repairs occasioned by such removal.

**8. PARKING.** During the term of this Lease, LESSEE shall have the non-exclusive use of the automobile parking areas, driveways, loading areas, and footways LESSOR's property upon which the Premises are situated.

**9. INSURANCE.** LESSOR shall be responsible for fire/wind/property insurance on the building comprising the leased premises. LESSOR agrees it bears risk of loss of the Equipment. LESSOR shall therefore be responsible for insuring all LESSOR's personal property, including the Equipment, against damage or loss due to any cause, except for damage caused by LESSEE, normal wear and tear excepted.

LESSEE shall be responsible for insuring all property owned by LESSEE on the leased premises, including but not limited to inventory, furniture, and fixtures. Further, LESSEE shall maintain liability insurance in a minimum amount of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS for injury to persons or damage to property. LESSOR shall be named as an additional insured on this liability policy, and LESSEE shall furnish, upon LESSOR'S request, a certificate of insurance evidencing such coverage.

**10. ALTERATIONS AND BUILDOUT:** LESSOR agrees to provide a fully equipped culinary arts and hospitality management educational facility and office-quality buildout substantially in conformance with Exhibit A. Buildout will be done as agreed upon by the parties and shall be complete and ready for occupancy on January 4, 2023.

The parties further agree that the buildout shall be pre-approved by LESSEE in writing and include detailed electrical, HVAC and plumbing drawings and specifications, in addition to floorplans, finish

schedules and equipment layouts. Any proposed or planned deviations from the construction documents shall require written approval of the LESSEE.

For purposes of this clause, COM appoints the Director of Facilities as the primary point of contact for construction drawings and change requests approvals.

COM Representative: Timothy Bacon  
Director of Facilities  
[tbacon@com.edu](mailto:tbacon@com.edu)  
Office: (409) 933-8407

Failure by LESSOR to substantially conform to the provisions enumerated in this clause, including, but not limited to the dates identified for completion and occupancy and conformance with the agreed upon standards, the LESSEE shall proceed with notice of default under Paragraph 16 by giving notice and an opportunity to cure. In addition to the remedies described in Paragraph 16, if the alterations and buildout result in either a delay of occupancy beyond the dates provided for, or if the alterations and buildout do not substantially conform to the standards described, the LESSEE may terminate the Lease without further notice.

Neither LESSOR nor LESSEE shall make any alterations, additions or improvements to the leased premises without prior written consent of the other party.

**11. SUBLET/ASSIGNMENT:** The LESSEE may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof without first obtaining the prior written consent and approval of the LESSOR, which shall not be reasonably withheld.

**12. DEFAULT BY LESSEE:** In the event that the LESSEE shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the LESSOR may declare the Lease terminated and may immediately re-enter said premises and take possession of the same.

**13. DEFAULT BY LESSOR:** Except as otherwise provided herein, if LESSOR shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if LESSOR shall not cure such default within fifteen (15) days after notice from LESSEE specifying the default (or, if such default shall reasonably take more than fifteen (15) days to cure, and LESSOR shall not have commenced the same within the fifteen (15) days and diligently prosecuted the same to completion), LESSEE may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter, cure such default and any amount paid or any contractual liability incurred by LESSEE in so doing shall be reimbursed to LESSEE and LESSOR shall hold LESSEE harmless therefrom. Provided, however, that LESSEE may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to LESSOR if an emergency situation exists, or after notice to LESSOR, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the premises or LESSEE's interest therein or to prevent injury or damage to persons or property. If LESSOR shall fail to reimburse LESSEE upon demand for any amount paid or liability incurred under this clause, said amount or liability may be deducted by LESSEE from the

next or any succeeding payments of rent due hereunder.

**14. INDEMNIFICATION:** To the extent allowed by law, LESSEE shall indemnify and hold LESSOR, its agents, officers, employees, and contractors harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature to the extent caused by any negligent act or omission of LESSEE or LESSEE's agents, officers, employees, and contractors; any breach or default by LESSEE in the performance of its obligations under this Lease; or the failure of any representation or warranty made by LESSEE in this Lease to be true when made. Under no circumstances shall LESSEE be obligated to indemnify LESSOR to the extent that the injury, loss, or damage was caused by the negligence or willful misconduct of the LESSOR. In the event of joint, concurrent, or comparative negligence or fault on the part of the party to be indemnified, LESSEE's liability with respect to such indemnity obligation shall be limited to its relative degree of fault.

LESSOR shall indemnify and hold LESSEE, its agents, officers, employees, and contractors harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) to the extent caused by any negligent or intentional act or omission of LESSOR'S or LESSOR's agents, officers, employees, and contractors; any breach or default by LESSOR in the performance of its obligations under this Lease; or the failure of any representation or warranty made by LESSOR in this Lease to be true when made. Under no circumstances shall LESSOR be obligated to indemnify LESSEE to the extent that the injury, loss, or damage was caused by the negligence or willful misconduct of the LESSEE. In the event of joint, concurrent, or comparative negligence or fault on the part of the party to be indemnified, LESSOR's liability with respect to such indemnity obligation shall be limited to its relative degree of fault.

**15. USAGE BY LESSEE:** LESSEE shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. LESSEE shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the LESSEE allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building.

**16. RIGHT OF ENTRY:** It is agreed and understood that the LESSOR and its agents shall have right of entry to the premises at such times as agreed upon by the parties and that in no such case shall any entry by the LESSOR interfere with the LESSEE's activities on the premises.

**17. OPTION TO RENEW:** If LESSEE is not in default at the time of the giving of notice of the exercise of the option to renew, and at the commencement date of the renewed term, LESSEE shall have two (2) options to renew the Lease, each for an additional period of five (5) years, by giving written notice thereof to LESSOR not less than sixty (60) days prior to the expiration date of the initial term of the Lease or the current renewal term of the Lease, whichever is applicable. Each renewed term shall be upon the identical terms and conditions contained in the Lease for the initial term.

**18. OPTION TO TERMINATE:** LESSEE will have the right after the fifth (5<sup>th</sup>) lease year to terminate the Lease upon Sixty (60) days written notice and payment of Thirty Percent (30%) of the remaining lease payments.

**19. HOLDOVER:** Should LESSEE remain in possession of the premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

**20. SECURITY DEPOSIT:** LESSEE will not/did not pay LESSOR a security deposit.

**21. WAIVER:** Waiver by either party of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

**22. GOVERNING LAW and DISPUTE RESOLUTION:** This Lease shall be governed by the laws of the State of Texas and any claims brought in a court of competent jurisdiction in Galveston County, Texas. To the extent that Chapter 2260, Texas Government Code, is applicable to this Lease and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by LESSEE and LESSOR to attempt to resolve any claim for breach of contract made by LESSOR that cannot be resolved in the ordinary course of business.

**23. NOTICES:** Payments and notices shall be addressed to the following:

If to the LESSOR:  
JMK5 Texas City, LLC  
308 W. Parkwood, Suite 104A  
Friendswood, TX 77546

If to the LESSEE:  
College of the Mainland  
Attention: Vice President of Fiscal Affairs  
1200 Amburn Rd.  
Texas City, Texas 77591

With a copy to:  
Christine Brasher  
Staff Attorney  
1200 Amburn Rd.  
Texas City, Texas 77591

**24. BINDING EFFECT:** This Lease and any amendments thereto shall be binding upon the LESSOR and the LESSEE and/or their respective successors, heirs, assigns, executors and administrators.

**25. TIME OF THE ESSENCE:** Time is of the essence with respect to each time period or date herein provided.

**THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK**

**LESSOR: JMK5 TEXAS CITY, LLC**

\_\_\_\_\_  
Jerome Karam  
Owner

\_\_\_\_\_  
Date

**LESSEE: COLLEGE OF THE MAINLAND**

\_\_\_\_\_  
Warren Nichols  
President

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF TEXAS COUNTY OF GALVESTON

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me appeared \_\_\_\_\_, as **LESSOR** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

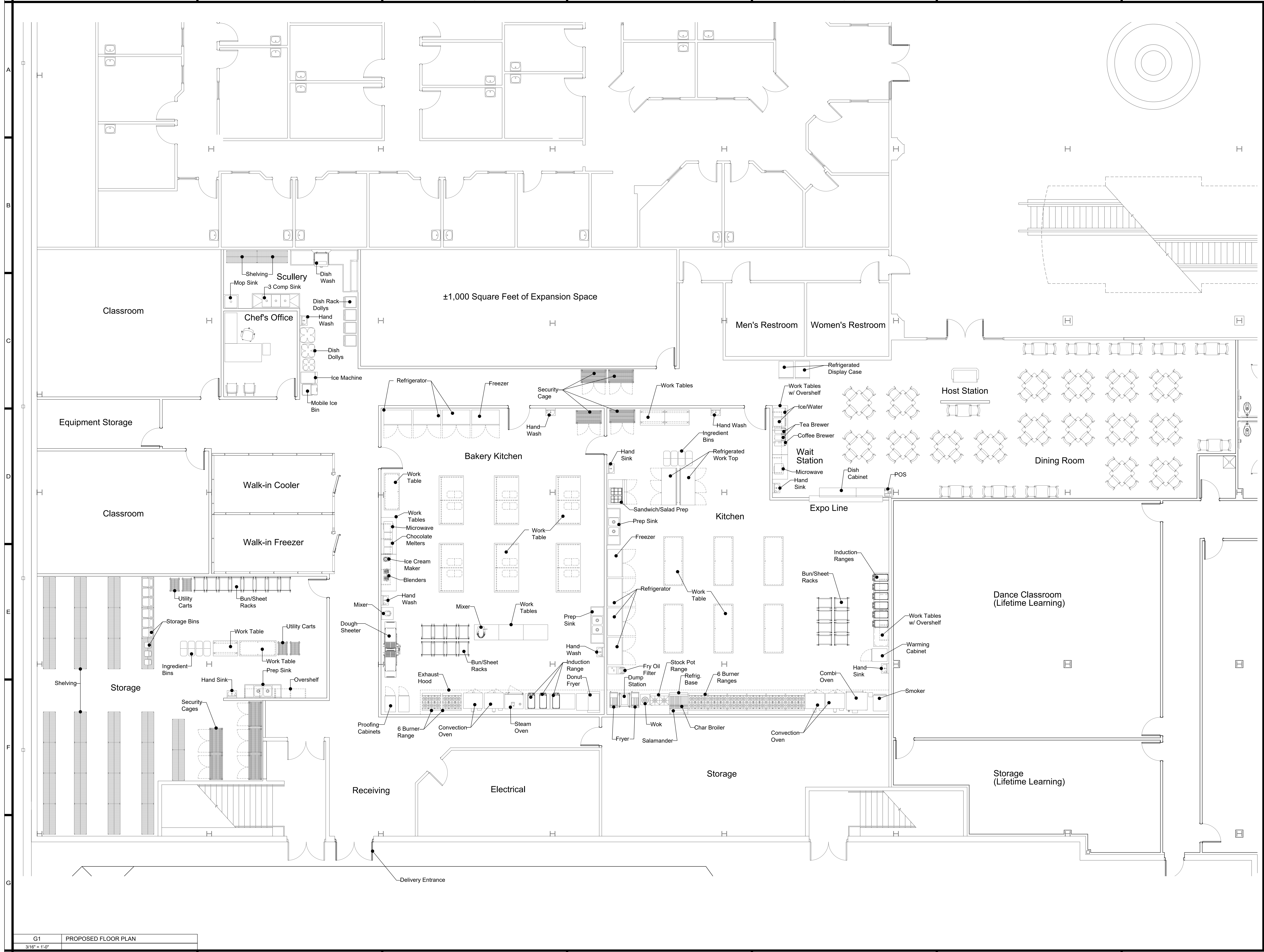
**ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF TEXAS COUNTY OF GALVESTON

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me appeared \_\_\_\_\_, as **LESSEE** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**Alliance**  
DESIGN GROUP, LLC  
10000 EMMETT F. LOWRY EXPRESSWAY  
TEXAS CITY, TEXAS 77591  
Telephone: 281 - 668 - 8410  
Email: a d g @ a l l i c . n e t

Proposed Culinary Arts Facility For  
**COLLEGE OF THE MAINLAND**  
MAINLAND CITY CENTRE  
10000 EMMETT F. LOWRY EXPRESSWAY TEXAS CITY, TEXAS 77591

PROJECT NO: 19011  
DRAWN: DJH  
CHECKED: WAT  
DATE: July 2022  
LAST REV: 1

**1**  
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G1 PROPOSED FLOOR PLAN  
3/16" = 1'-0"

**Culinary Equipment List with Specifications for JMK to purchase**

Kitchen

Item	Model Number	Quantity	Specifications
Hood System, 46'		1	
Salamander Broiler	P36-NFR	1	<b><u>Garland GFIR36 Natural Gas Range-Mount Infra-Red Salamander Broiler for GF / GFE36 Series Ranges - 28,000 BTU</u></b>
Smoker	SMOK13	1	<b><u>NU-VU SMOKE13 Full Height Cook and Hold Smoker Oven - 240V, 1 Phase</u></b>
Combi Oven		1	<b><u>Convotherm Maxx Pro C4ED10.20ES Full Size Boilerless Electric Combi Oven with easyDial Controls - 240V, 3 Phase, 33.4 kW</u></b>
Range, 36"-Open Burners	4361D	6	<b><u>Garland G36-6R Natural Gas 6 Burner 36" Range with</u></b>

			<b><u>Standard Oven - 236,000 BTU</u></b>
Induction Range 2 burner, Countertop  Filler table, 30 deep X 18 wide	620701	6  6	<b><u>Vollrath 69522 Professional Series Dual Hob Countertop Front to Back Induction Cooker Range - 208/240V</u></b>  <b><u>Table needed Advance Tabco TFMSU-180 Stainless Steel Equipment Filler Table with Adjustable Undershelf - 30" x 18"</u></b>
2 burner stock		1	<b><u>Wolf WSPR2F-NAT Natural Gas 2 Burner Countertop Stock Pot Range - 220,000 BTU</u></b>
Convection Oven-Gas, stackable		1	<b><u>Blodgett ZEPHAIRE- 200-G-ES Natural Gas</u></b>

			<b><u>Double Deck Full Size Bakery Depth Convection Oven with Draft Diverter - 100,000 BTU</u></b>
32" Charbroiler with 2 refrigerated drawer		1	<b><u>Cooking Performance Group 36CBLRBNL 36" Gas Lava Briquette Charbroiler with 36", 2 Drawer Refrigerated Chef Base - 120,000 BTU</u></b>
Fryer		2	<b><u>Avantco FF518 Natural Gas 70-100 lb. Stainless Steel Tube Floor Fryer - 150,000 BTU</u></b>
Stainless Steel Work Table, 4'X8'		6	16 gauge, no back with shelf underneath
Refrigerated Work Top, 72"		2	<b><u>Turbo Air JURF-72-N 70 7/8" Dual Temperature Undercounter Refrigerator / Freezer - 17.7 Cu. Ft.</u></b>

Food Warmer cabinet		1	<u>Servlt</u> <u>CH1UFICF</u> <u>Full Size</u> <u>Insulated</u> <u>Holding</u> <u>Cabinet with</u> <u>Clear Door -</u> <u>120V, 2000W</u>
Refrigerator, 54" 2 door		3	<u>Avantco Z2-</u> <u>R-HC 54"</u> <u>Solid Door</u> <u>Stainless</u> <u>Steel Reach-</u> <u>In</u> <u>Refrigerator</u>
Freezer, 54" 2 door		1	<u>Avantco A-</u> <u>49F-HC 54"</u> <u>Solid Door</u> <u>Reach-In</u> <u>Freezer</u>
2 compartment Prepsink with side boards with faucet	1	<u>Advance</u> <u>Tabco 94-62-</u> <u>36-36RL Spec</u> <u>Line Two</u> <u>Compartment</u> <u>Pot Sink with</u> <u>Two</u> <u>Drainboards -</u> <u>113"</u>  <b>T&amp;S B-0231</b>  <b>Wall</b>  <b>Mounted</b>  <b>Pantry Faucet</b> <b>with 8"</b>  <b>Adjustable</b>	

			<b>Centers, 12" Swing Nozzle, and Eterna Cartridges</b>
Buffalo Chopper		1	<b><u>Hobart 84145-2 5 lb. Buffalo Chopper Food Processor - 1/2 hp</u></b>
Meat Slicer		1	<b><u>Hobart EDGE- 13 13" Manual Meat Slicer - 1/2 hp</u></b>
Meat Grinder		1	<b><u>ProCut KG- 22-W #22 Electric Meat Grinder with Safe Guard - 110V, 1 hp</u></b>
Blast chiller	Reach in, top mount, with at least a 240 lb capacity	1	<b><u>Eurodib BCB10US 61" Stainless Steel Blast Chiller / Freezer</u></b>
Mega Top Sandwich/Salad Prep Refrigerator	DL48-12M		<i>plus</i> Rated 5 out of 5 stars

			<b><u>Avantco SS-PT-48-HC 46 3/4" 2 Door Stainless Steel Refrigerated Sandwich Prep Table</u></b>
30"x72" open base stainless work table		2	16 guage stainless with shelf underneath
30"x48" stainless steel table with enclosed sliding doors		2	<b><u>Regency 30" x 48" 16 Gauge Type 304 Stainless Steel Enclosed Base Table with Sliding Doors and Adjustable Midshelf</u></b>
Ceiling Mounted retractable electric Outlets		6	20 amps, 125 volt, 2500 watts
Ceiling Mounted retractable Heat Lamps		4	<b><u>Hatco DL-700-RL Standard Retractable Cord Ceiling Mount Heat Lamp with Glossy Gray Finish</u></b>
18"x60" stainless wall shelving		2	16 guage stainless
Hand Sink		3	

Bakery

Item	Model Number	Quantity	
Hood System, 30'			
Range, 36"-Open Burners	4361D	2	<b><u>Garland G36-6R Natural Gas 6 Burner 36" Range with Standard Oven - 236,000 BTU</u></b>
Induction Range 2 burner, Countertop	620701	3	<b><u>Vollrath 69522 Professional Series Dual Hob Countertop Front to Back Induction Cooker Range - 208/240V</u></b>
Equipment Stand for Countertop Cooking	EES8-3048	3	<b><u>Advance Tabco TFMSU-180 Stainless Steel Equipment Filler Table with Adjustable Undershelf - 30" x 18"</u></b>
Convection Oven-Gas, stackable		1	<b><u>Blodgett ZEPHAIRE-200-G-ES Natural Gas Double Deck</u></b>

			<b><u>Full Size Bakery Depth Convection Oven with Draft Diverter - 100,000 BTU</u></b>
Mechanical Oven or steam injected deck oven		1	<b><u>Doyon 2T3 Artisan 3 Stone 37 1/2" Deck Oven - 6 Pan Capacity, 240V, 3 Phase</u></b>
Donut Fryer		1	<b><u>Avantco FBF1824NG Natural Gas 110-125 lb. Flat Bottom Funnel Cake / Donut Fryer - 90,000 BTU</u></b>
Butcher Block Work Table, 4'X8'		6	With shelving below
Refrigerator, 54" 2 door		3	<b><u>Avantco Z2-R-HC 54" Solid Door Stainless Steel Reach-In Refrigerator</u></b>
Freezer, 54" 2 door		1	<b><u>Avantco A-49F-HC 54" Solid Door Reach-In Freezer</u></b>
2 compartment Prepsink with side boards		1	<b><u>Advance Tabco 94-62-36-36RL Spec Line Two</u></b>

			<p><b><u>Compartment Pot Sink with Two Drainboards - 113"</u></b></p> <p><b>T&amp;S B-0231</b></p> <p><b>Wall Mounted</b></p> <p><b>Pantry Faucet with 8" Adjustable Centers, 12" Swing Nozzle, and Eterna Cartridges</b></p>
Planetary Mixer, 20 quart	SP20	2	<p><b><u>Globe SP20 20 Qt. Planetary Stand Mixer with Guard &amp; Standard Accessories - 120V, 1/2 hp</u></b></p>
Mixer table 24x24		2	16 guage stainless
78" Floor Model Reversible Dough Sheeter		1	<p><b><u>Estella DSF78 78" Floor Reversible</u></b></p>

			<b><u>Dough Sheeter - 120V, 3/4 hp</u></b>
Proofer Cabinet, Mobile	INHPL-1836C-DGT	2	<b><u>Metro C519-PFC-L C5 1 Series Non-Insulated Proofing Cabinet - Clear Door</u></b>
30"x72" open base stainless work table		3	16 gauge stainless
30"x48" stainless steel table with enclosed sliding doors		2	16 gauge stainless steel
Ceiling Mounted retractable electric Outlets		6	20 amps, 125 volt, 2500 watts
18"x60" stainless wall shelving		2	16 gauge stainless steel
Hand Sink		3	

#### Scullery

Item	Model Number	Quantity	
Dishwasher, Door Type	CMA-1808B	1	Jackson TempStar High Temperature Door Type Dish Washer with Electric Booster Heater - 208/230V, 3 Phase

Dishtable, Clean "L" Shaped	DTC-K70-84R	1	16 gauge stainless steel
Dishtable, Clean	CDT6-548SBK-L	1	16 gauge stainless steel
Dishtable Sorting Shelf	PB-SRW-63-X	1	16 gauge stainless steel
3 compartment sink with drain boards & bowl for Garbage disposal, 18x24x14		1	16 gauge stainless steel
Garbage disposal, 5 horse (3compartment)		1	<b><u>Hobart FD4/500-1 Commercial Garbage Disposer - 5 hp, 208-230/460V</u></b>
Garbage disposal, 3 horse (dishmachine)		1	<b><u>Hobart FD4/300-1 Commercial Garbage Disposer with Adjustable Flanged Feet - 3 hp, 208-230/460V</u></b>
Mop Sink		1	
Hand Sink		1	

Storeroom

Item	Model Number	Quantity	
Walk in Cooler, 10' x 20'		1	
Walk in Freezer, 10' x 20'		1	
Ice Cuber	KM-660MAJ	1	<b><u>Hoshizaki KM-660MAJ Slim Line Series 22" Air</u></b>

		1 Ice Bin	<p><b><u>Cooled Modular Crescent Ice Machine - 115V; 1 Phase; 665 lb. Ice Bin</u></b></p> <p>Hoshizaki B-700SF 44" Ice Storage Bin with Stainless Steel Finish - 700 lb.</p>
2 compartment Prepsink with side boards	1	<p><b><u>Advance Tabco 94-62-36-36RL Spec Line Two Compartment Pot Sink with Two Drainboards - 113"</u></b></p> <p>T&amp;S B-0231 Wall Mounted Pantry Faucet with 8" Adjustable Centers, 12"</p>	

			<b>Swing Nozzle, and Eterna Cartridges</b>
30"x72" open base stainless work table		1	16 gauge stainless
30"x48" stainless steel table with enclosed sliding doors		1	16 gauge stainless
24"x60" with 4 wire shelves on 64' post (for walk-ins and dry storage)		30	
18"x60" stainless wall shelving		2	16 gauge stainless
Hand Sink		1	

#### Dining Room

Item	Model Number	Quantity	
Ice & Water Dispenser	DCM-270BAH	1	<b><u>Hoshizaki DCM- 271BAH Countertop Ice Maker and Water Dispenser - 10 lb. Storage Air Cooled</u></b>
72" Dish Cabinet		2	16 gauge stainless steel
30"x48" stainless steel table with enclosed sliding doors		3	16 gauge stainless
Host Station			
18"x60" stainless wall shelving		2	16 gauge stainless
36"x36" square table top		16	
30"x30" table base		16	

24"x30" two top table top		10	
22"x22" two top table base		10	
chairs		90	
30"x72" banquet service table		2	
Hand Sink		2	

Source: <https://ed.sc.gov/instruction/career-and-technical-education/programs-and-courses/career-clusters/hospitality-and-tourism/culinary-arts-and-baking-equip-list/>  
Discussed, modified and confirmed with Tyler Junior College



PRESIDENT'S OFFICE

**MINUTE ORDER**

To: Board of Trustees

From: Warren Nichols, President

Date: August 12, 2022

Subject: Workers' Compensation & Unemployment Insurance Renewal for 2022-2023

Presented for recommended acceptance to the Board of Trustees on August 22, 2022.

**MINUTE ORDER**

**Motion to be acted upon:** *"I move the Board of Trustees accept the Workers' Compensation & Unemployment Insurance Renewal Proposal from TASB Risk Management in the amount of \$128,622.00 & \$60,798.00 respectively."*

**PURPOSE**

For the Board of Trustees to accept the Workers' Compensation & Unemployment Insurance Renewal Proposal.

**BACKGROUND**

In accordance with COM policy CKE (LEGAL) – The college district shall extend workers' compensation benefits to its employees as stated in *Labor Code 504.011*.

In accordance with COM policy CKF (LEGAL) – The college district shall comply with the provisions of the Texas Unemployment Compensation Act as stated in *Labor Code 201.026*.

**ATTACHMENT**

1. Workers' Compensation Contribution & Coverage Summary (CCS) September 1, 2022 – August 31, 2023
2. Unemployment Compensation Contribution & Coverage Summary (CCS) October 1, 2022 – September 30, 2023



## College of the Mainland

### Contribution & Coverage Summary (CCS) Participation Period: 9/1/2022 through 8/31/2023

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on following pages and are part of this CCS. Please review all pages of this CCS document.

Coverage	Limit	Deductible	Contribution
Violent Acts	\$250,000	\$0	No Cost
Workers' Comp Fully Funded	Statutory	Statutory	\$128,622
<b>Total Contribution</b>			<b>\$128,622</b>

**THIS IS NOT AN INVOICE.** The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.



**College of the Mainland**

**Workers' Compensation – Fully Funded**

**Participation Period: 9/1/2022 through 8/31/2023**

**Total Workers' Compensation – Fully Funded Contribution: \$128,622**

The following is a summary of estimated payrolls and contribution for Workers' Compensation coverage. The amounts shown are subject to audit at the end of the Participation Period.

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - BUS DRIVERS	\$0	0.02338200	\$0
7720 - POLICE OFFICER	\$633,569	0.02913337	\$18,458
8810 - CLERICAL OFFICE EMPLOYEES	\$4,928,021	0.00153327	\$7,556
8868 - PROFESSIONAL/ADMINISTRATON	\$19,332,546	0.00413986	\$80,034
9101 - ALL OTHERS	\$736,130	0.03066578	\$22,574
<b>Total</b>	<b>\$25,630,266</b>		<b>\$128,622</b>

<b>Estimated Contribution</b>	<b>\$128,622</b>
-------------------------------	------------------

**Workers' Compensation – Fully Funded Conditions**

**Benefit Limits:** Workers' Compensation benefits paid to Fund Member's employees under this Agreement will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This Agreement does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of Fund Member for the payment of statutory workers' compensation benefits.

**Cooperation:** The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

**Claims Reporting:** For Workers' Compensation claims arising during the CCS Participation Period, the Fund Member agrees that it will timely report those claims solely to the Fund. The report of Workers' Compensation claims to any other entity, regardless of reporting sequence, will waive all Fund liability under this agreement for those claims. Any fines levied against the Fund for Fund Member's failure to comply with the rules and regulations of the Act will be the sole responsibility of the Fund Member.



## Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator's name and e-mail address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

### Current Program Coordinators

Program	Name	Title	E-mail
TASB Risk Management Fund-Auto	Trudy Trochesset	Controller	ttrochesset@com.edu
TASB Risk Management Fund-Liability	Trudy Trochesset	Controller	ttrochesset@com.edu
TASB Risk Management Fund-Unemployment Compensation	Michael McGee	Executive Director of Human Resources	mmcgee5@com.edu
TASB Risk Management Fund-Workers' Compensation	Michael McGee	Executive Director of Human Resources	mmcgee5@com.edu

### Program Coordinator Updates

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org) to provide Program Coordinator updates.



## Contribution & Coverage Summary General Conditions

**Coverage:** Coverage terms and limits provided are as set out in this CCS and the Fund’s corresponding Coverage Agreements for this Participation Period.

**Claims Reporting:** Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, or this CCS.

**Definitions:** Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

**Payment:** The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the contribution for each program and how each contribution is applied. Termination under this Agreement of any program shall not affect the remaining programs.

**Termination:** This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

### Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



## College of the Mainland

### Contribution & Coverage Summary (CCS) Participation Period: 10/1/2022 through 9/30/2023

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on following pages and are part of this CCS. Please review all pages of this CCS document.

Coverage	Limit	Deductible	Contribution
Unemployment Compensation	Statutory	No Deductible	\$60,798
<b>Total Contribution</b>			<b>\$60,798</b>

**THIS IS NOT AN INVOICE.** The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.



**College of the Mainland**

**Unemployment Compensation**  
**Participation Period: 10/1/2022 through 9/30/2023**  
**Total Contribution: \$60,798**

The following is a description of Unemployment Compensation (UC) coverage.

Unemployment Compensation Coverage	Contribution
UC – Pool	<b>\$60,798</b>

**Unemployment Compensation Conditions**

**Agreement:** This Agreement provides coverage for statutory unemployment compensation benefits and assistance with general unemployment compensation matters such as administrative hearings and filings with the Texas Workforce Commission (TWC). Coverage does not extend to litigation involving unemployment claims or other employment related matters.

As part of this Agreement, the Fund assumes responsibility for the Fund Member’s quarterly claim payments payable to TWC during the Participation Period. All benefit credits and reimbursements, including but not limited to federal CARES Act credits, received during or attributable to any period of the Fund Member’s participation in the Fund’s UC program for which the Fund paid benefits, are owed to the Fund. Fund Member must be a reimbursing employer pursuant to the Texas Unemployment Compensation Act (TUCA) and must execute a Power of Attorney permitting the Fund to represent Fund Member in its relations with TWC.

Fund Member agrees to comply with the provisions of the TUCA, to respond timely to TWC requests and reporting requirements, and to comply with TWC rules and procedures. Fund Member also agrees to implement loss prevention and cost containment recommendations from the Fund related to unemployment compensation benefits. Fund Member agrees to submit wage reports through electronic reporting to the Fund or TWC according to Fund and TWC requirements. Any fines or penalties imposed for Fund Member’s failure to comply with the TUCA will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, Fund Member agrees to reimburse the Fund for all such costs. Upon termination of this coverage, Fund Member agrees to assume responsibility for claim payments and reports due to the TWC.

**Contribution:** The contribution shown on this Contribution and Coverage Summary (CCS) is developed by the Fund and is based on the Fund’s overall expected unemployment compensation claims costs for the Participation Period and each individual Fund Member’s claims experience. The contribution is not adjustable during the coverage period due to changes in Fund Member’s wages. However, the contribution may be adjusted by the Fund if payments due to TWC for the Fund Member’s unemployment compensation benefit payments for this Participation Period exceed 300% of the Fund Member’s annual UC contribution. The additional contribution adjustment will be based solely on the Fund Member’s own claims.

**Assistance:** The Fund’s services include assistance to Fund Member with TWC hearings. Fund Member’s request for assistance constitutes authorization for the Fund to appoint an attorney to provide representation to Fund Member before the TWC and for such attorney and other Fund representatives to have privileged communications with Fund Member regarding claims subject to TWC administrative proceedings. The Fund’s assistance of Fund Member under this provision does not extend to litigation involving unemployment claims or other employment-related matters.



## Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator's name and e-mail address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

### Current Program Coordinators

Program	Name	Title	E-mail
TASB Risk Management Fund-Workers' Compensation	Michael McGee	Executive Director of Human Resources	mmcgee5@com.edu
TASB RMF-Auto	Trudy Trochesset	Controller	ttrochesset@com.edu
TASB RMF-Liability	Trudy Trochesset	Controller	ttrochesset@com.edu
TASB RMF-Unemployment Compensation	Michael McGee	Executive Director of Human Resources	mmcgee5@com.edu

### Program Coordinator Updates

Program	Name	Title	E-mail

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### Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



PRESIDENT'S OFFICE

**MINUTE ORDER**

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 22, 2022  
Subject: Agenda Item for COM Board of Trustees

**AGENDA ITEM DESCRIPTION:**

**Extension of Contract 18-07 for Internal Audit Services.**

**FUNDING SOURCE:**

*To be paid from Operating funds in an amount not-to-exceed \$600,000.00*

**PURPOSE**

Compliance with annual financial audit requirements set forth in Fiscal Management Section 44.008.

**SUGGESTED MOTION:** *"I move the Board of Trustees extend contract 18-07 awarded to Weaver & Tidwell for internal audit services not-to-exceed \$600,000.00 to be paid from operating funds."*

**BACKGROUND:**

The Board of Trustees appointed Weaver & Tidwell as the Internal Auditing firm in September 2017 in accordance with Board of Trustee By Laws, Article G(3): External Auditor and Internal Auditor. The By Laws permits the selection of an external and internal auditor based on the auditing firm's previous performance, qualifications, and experience. Weaver & Tidwell continues to provide exceptional services supporting the college in maintaining prudence and compliance of various campus departments and organizational policy and processes. Therefore, it is the recommendation of the V.P. of Fiscal Affairs and the President to approve the extension of the contract not-to-exceed \$150,000.00 annually for a period of one (1) year with three (3) annual renewal options. The total possible contract value including annual renewals is not-to-exceed \$600,000.00. Continuance of internal audit services currently provided by Weaver & Tidwell through 2026 in accordance with the regulations set forth in the Texas Education Code 44.008 and Government Code 2254 as a professional service.

**Attachment(s) :**

1. Weaver & Tidwell Contract Extension Proposal



# **Extension of Internal Audit Services Fee Estimate (18-07)**

College of the Mainland

August 8, 2022

**DRAFT**



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# Extension Overview

At the request of College of the Mainland, Weaver has prepared a fee estimate and project plan as part of the extension of the existing contract between Weaver and College of the Mainland (College). The extension is for one year with three optional one year renewals, which will begin November 1, 2022 and terminate October 31, 2026. The budget established by the College for Internal Audit Service is \$150,000 and is anticipated to remain through the contract period.

The extension of the contract will cover the performance of internal audit services over the remaining high-risk process and sub process areas of the College, which were identified as part of the College's entity-wide risk assessment process performed in 2018. As part of the annual risk assessment update process, Weaver will meet with the College President and key leadership to discuss changes in risk along with which audits should be prioritized for the fiscal year. The following are the remaining high-risk areas from the initial risk assessment that will be considered as part of the contract extension:

No.	Risk Ranking	Significant Activity/ Process Area	Risk Rating
1	11	Budget and Planning	3.38
2	12	Continuing Education	3.35
3	13	Workforce and Community Development (Corporate Programs)	3.33
4	14	Dual Credit Programs	3.25
5	17	Law Enforcement and Security	3.23
6	18	Payroll	3.20
7	19	Accreditation Standards	3.35
8	20	Construction Management	3.13
9	21	Grounds and Maintenance	3.10
10	22	Grant Management	3.05
11	23	Revenue	3.33

The audit plan for each year will include hours for managing and executing the internal audit function, which will include two internal audits per year and a risk assessment update. The following is a sample audit plan that will be developed and presented to the College President each fiscal year for review and approval:

Audit Area	Category (College-Wide, Instructional and Student Services, Operational, or Administration)	Risk Rating	Summary of Procedures	Timing
<b>FY 20XX Planned Internal Audits</b>				
Internal Audit #1	TBD	High	Internal Audit will include an evaluation of risk and internal controls in place related to the selected internal audit area.	October/November 20XX
Internal Audit #2	TBD	High	Internal Audit will include an evaluation of risk and internal controls in place related to the selected internal audit area.	February/March 20XX
Internal Audit Consulting (as requested)	Other		Internal Audit will perform internal audit consulting, including process evaluations, internal control effectiveness reviews, and/or special projects as requested by Management.	TBD
<b>FY 20XX Annual Requirements</b>				
Project Management	Project Management	NA	Track overall internal audit procedures, coordinate audit activities, and reporting to management.	Ongoing
Risk Assessment	Policy Compliance	NA	Perform a College-wide risk assessment, risk response plan, and 3-year internal audit plan	Ongoing
Annual and Quarterly Board Reports	Policy Compliance	NA	Prepare and submit required annual and quarterly reports to the Board of internal audit activities.	Ongoing

Follow-up internal audits will be performed by College Management and are not included in the planned scope of work or fee estimate.

# Fee Estimate

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At Weaver, we pride ourselves on offering the capabilities of a much larger firm at a reasonable cost. With our streamlined operations and extensive experience of the College, we can provide the knowledge and experience you need, combined with a personal touch and individual attention. We feel our pricing reflects a level of quality — as well as a commitment to ongoing collaboration — that is unmatched by many of our competitors.

Our quality level is directly correlated to the level of understanding and hands-on experience our team brings. Your team will be made up of experienced professionals who have focused their careers on providing Risk Advisory Services. With this level of experience and focus comes insight and technical knowledge, which allows us to serve you in a holistic way, working with you to provide valuable recommendations so you can make informed decisions about the future.

An internal audit plan fee for each fiscal year is a **not to exceed** amount of **\$150,000**.

## Hourly Rates

Our standard hourly rates serve as a guide for determining our fees. Ultimately, however, our fees are determined based on a variety of factors, including the timing of the work, availability of professionals with suitable experience, associated risk factors, client operational characteristics, and our sincere desire to serve our clients' best interests. Our goal is to provide the College with knowledgeable and insightful professionals and a level of service that encourages a long-term relationship — without ever losing sight of your bottom line. To that end, we are pleased to offer the College a significant discount from our standard hourly rates, as shown in the table below:

Staff Level	Standard Hourly Rate	Discounted Hourly Rate for the College	Percent Discount
Partner	\$550	\$385	30%
Director/Senior Advisor	\$450	\$310	31%
Senior Manager	\$400	\$285	29%
Manager	\$325	\$215	34%
Supervisory Senior	\$265	\$190	28%
Senior Associate	\$250	\$175	30%
Associate	\$220	\$155	30%
Intern	\$175	\$125	29%



PRESIDENT'S OFFICE

**MINUTE ORDER**

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 22, 2022  
Subject: Agenda Item for COM Board of Trustees

**AGENDA ITEM DESCRIPTION:**

Award of Contract 23-04 for Catering Services

**FUNDING SOURCE:**

*To be paid from college operational and ancillary funds.*

**PURPOSE:**

Provide flexible food service options in support of standard operation meetings, various student organization functions and foundation events with turnkey catering services.

**PROPOSED MOTION:** *"I move the Board of Trustees approve award of contract 23-04 for turnkey catering/food services not-to-exceed \$250,000.00 to be paid from standard operations and various ancillary funds."*

**BACKGROUND:**

In January 2018, the Board approved contract 18-21 for catering services awarded to multiple vendors to support various food service needs of the campus for a five (5) year period. Since the inception of the contract, several new restaurants have opened in the local area, while others who were awarded the initial contract have not been as responsive to catering or delivery requests due to recent economic conditions. Based on best practices and recommendations of other community colleges and Universities, COM solicited a proposal from America-To-Go as a turnkey catering solution offering expanded vendor options, web-based menu selections with online ordering tools, and automated payment options. The estimated contract value is not-to-exceed \$250,000.00 during the initial two (2) year term. The contract amount is an estimate based on historical expenditures for food/catering services in recent years (pre and post COVID) and includes a one-time set-up fee of \$750.00 and an annual contract management fee of \$500.00/year. Therefore, it is the recommendation to award the subject contract to America-To-Go for two (2) years with additional annual renewal options. America-To-Go is currently the only known vendor of it's kind offering this service as an awarded vendor of the E&I state cooperative contract serving multiple education and government agencies. Based on the above, this contract award recommendation is considered a competitive procurement in accordance with Texas Education Code 44.031.

**Attachment:** America-To-Go Agreement



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AMERICA TO GO

Catering Management Solution



## America To Go

Contract Number:

**E100057**

RFP or Project Number - Name:

**683515 - eCommerce Catering Services**

Agreement Type:

**Competitive**

Contract Effective Dates:

**02/01/2021 - 01/31/2026**

**America To Go** (ATG) revolutionizes the way educational institutions manage catering and food ordering by helping reduce costs and risk, increase compliance, streamline invoicing, and address almost any strategic priority including sustainability, healthy dining, and supplier diversity.

The E&I America To Go contract connects members to a broad network of approved caterers and restaurants on a single customized platform, allowing them to conveniently create catering orders supported by 24/7 customer service.

### Contract Highlights:

- **Increase Operational Efficiency:** streamline processing by automating the entire process (search to payment) of ordering food and catering while maintaining user choice
- **Increase Compliance:** incorporate expense policies, utilize approved vendors, manage, and pay through a single point of contact
- **Reduce Risk:** vet all vendors for proper insurance and standardize your program to reduce potential fraud and overpayment

- **Support Diversity Goals:** create easily tracked initiatives to support diverse and local restaurants and caterers
- **Enhance Sustainability:** create a virtuous sustainability cycle that meets your institution's sustainability goals
- **Integrate with eProcurement:** integration with your eProcurement system allows utilization of existing workflows for routing, approvals, invoicing, payment, accounting, and reporting
- **Support:** receive customer service seven days per week and a dedicated account manager as point person with procurement, AP, risk, diversity, sustainability, users, vendors, and other major stakeholders

Here's **9 reasons** why you should consider the E&I America to Go contract.

### More Information

Complete the short **Request for Information** form or contact your **E&I Member Representative** or **Jennifer Nisbet**, *Business Development Manager, Financial Services & Culinary*.

### Get Started with the E&I America To Go Contract

Complete this **EZ Button** form to sign up for our America To Go contract as well as any additional E&I contracts you'd like to begin using.

### Photo Gallery



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### SOCIAL MEDIA

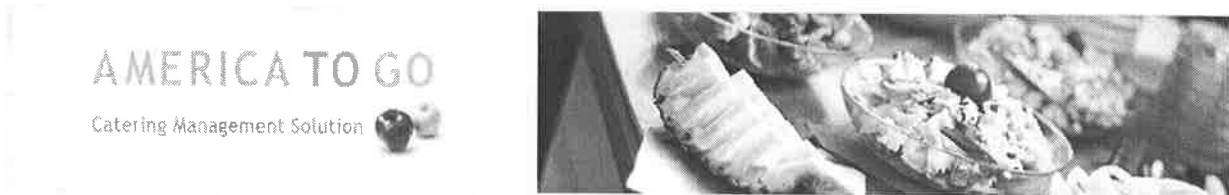




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## America To Go

### Ordering Information

**Contract Effective Dates :** 2.1.2021 - 1.31.2026

**Contract Renewals :** One 5-year renewal remaining

**Prices/Discounts :** See **Contract Documents** for pricing

**Place Orders With :** To learn more about this contract and how you can sign up, complete the **Request for Information** form and a representative will contact you to discuss details and set up an ATG account.

**Federal ID Number :** 22-3662547

**Credit Cards Accepted :** American Express, Discover, Mastercard, Visa

**Min. Order :** Minimums are set by the restaurants/caterers selected

**Payment Terms :** May be negotiated on an individual member basis

**Invoicing By :** Supplier

**Contract Number :** EI00057

**Note:** When placing orders, please identify yourself as an E&I Member. The information contained herein is confidential and proprietary to E&I and its members and is not to be shared with any third party.

*All pricing and contract terms are strictly confidential and recipients are not authorized to disclose such information to competing suppliers or use it in negotiations with existing or potential suppliers.*

**RFP Number :** Competitive Solicitation RFP #683515

**Note:** When placing orders, please identify yourself as an E&I Member. The information contained herein is confidential and proprietary to E&I and its members and is not to be shared with any third party.

*All pricing and contract terms are strictly confidential and recipients are not authorized to disclose such information to competing suppliers or use it in negotiations with existing or potential suppliers.*

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# 9 KEY REASONS TO USE E&I'S AMERICATO GO CONTRACT

- 1 Streamlined Process & Efficiencies**  
ATG processes all food orders placed with outside vendors, leading to improved operational efficiencies, since everything is within the system and automated.
- 2 Increased Spend Visibility**  
ATG provides customized reports on all relevant food ordering activity.
- 3 Vendor Management**  
ATG handles outreach to all suppliers, managing these relationships with regard to menus, training, compliance, tastings, and campus initiatives.
- 4 Customized Solution**  
ATG customizes its solution to meet the needs of all campus and vendor stakeholders, including accounting approval, and technical requirements.
- 5 Controlled Tips & Service Fees**  
ATG applies your institution's standard tipping policy to all orders, ensuring there are no over-payments.
- 6 Risk Management & Increased Compliance**  
ATG helps achieve policy compliance by maintaining a repository of all caterer/restaurant required documentation, including the monitoring of insurance requirements.
- 7 Sustainability, Diversity & Healthy Dining**  
ATG provides a valuable vehicle to enhance campus initiatives.
- 8 Customer Service/Dedicated Account Manager**  
ATG provides 24/7 customer service support for E&I members and their vendors. A dedicated Account Manager serves as point person with procurement, AP, sustainability, users, vendors, and other major stakeholders.
- 9 E-Procurement Integration**  
ATG integrates with e-procurements systems, allowing members to utilize existing workflows for routing, approvals, invoicing, payment, accounting, and reporting.

To learn more about how you can better manage your catering expenses online, visit [www.eandi.org/contracts/america-to-go](http://www.eandi.org/contracts/america-to-go) or contact Jennifer Nisbet, Business Development Manager, Financial Services & Culinary, at [jnisbet@eandi.org](mailto:jnisbet@eandi.org).



## Minute Order

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 22, 2022  
Subject: Agenda item for COM Board of Trustees

### **AGENDA ITEM DESCRIPTION:**

Renewal of Contract 20-01: Facilities Custodial, Maintenance & Grounds Services

### **FUNDING SOURCE:**

FY 2023 Operating Budget 11-0-0000-6101-5300

### **PURPOSE:**

The purpose is to provide necessary daily support for campus-wide facilities custodial, maintenance and grounds operations

### **PROPOSED MOTION:**

***"I move the Board of Trustees renew Contract 20-01 to IQS in an amount not to exceed \$988,500 per year to be paid from FY 2023 Operating Budget."***

### **BACKGROUND:**

On August 23, 2021, the Board approved a contract to IQS for Facilities Custodial, Maintenance & Grounds Services. COM has successfully contracted these services for the past several years, following ERS elimination of medical benefits reimbursement to COM for employees in these job classifications.

Multiple conditions now exist that necessitate an increase to the contract. COM recently added two new IQS positions to replace departing in-house staff and will therefore realize an offsetting financial benefit. Next, inflation, with July's 8.5% CPI increase, is impacting compensation rates for all position types. Continuing, COM's exciting facilities growth adds significant interior and exterior building space as well as new lawns and landscapes requiring attentive care and upkeep. And finally, the not to exceed proposed 2022-23 budget will provide resources for a variety of anticipated needs including attrition of COM staff, coverage for special events, projects, and seasonal deep cleaning.

IQS has provided COM with exemplary service since FY 2016. Also, IQS is an awarded vendor under the Buyboard contract, and therefore this contract request complies with Texas Educational Code 44.031 and meets all competitive bidding requirements. Based on the above, it is the recommendation to approve award of subject contract in an amount not-to-exceed \$988,500, annually. The current BuyBoard contract is valid through 2024.

### **ATTACHMENT:**

Buyboard Vendor Contract Summary

Vendor Name IQS, Inc.  
Contact David Vallejo  
Phone Number 7136409484  
Email david@iqsinc.net  
Website www.iqsinc.net  
Federal ID 76-0647995  
Accepts RFQs Yes  
Address Line 1 12705 S. Kirkwood Rd. Suite 214  
Vendor City Stafford  
Vendor Zip 77477  
Vendor State TX  
Vendor Country USA  
Delivery Days 10  
Freight Terms FOB Destination  
Payment Terms Net 30 days  
Shipping Terms Pre-paid and added to invoice  
Ship Via Common Carrier  
Is Designated Dealer No  
EDGAR Forms Received Yes  
Service-Disabled Veteran Owned No  
Minority Owned Yes  
Women Owned No  
Certificate Number HS03845  
Certifying Agency Houston Minority Supplier Diversity Council  
Is National No  
No Excluded Foreign Terrorist Orgs Yes  
No Israel Boycott Certificate Yes  
Is MWBE Yes  
Regions Served All Texas Regions  
States Served Texas  
Contract Name Custodial and Lawn Care Services  
Contract # 639-21  
Effective Date 03/01/2021  
Expiration Date 02/29/2024  
Service Fee Note Vehicle purchase orders are subject to a \$100 service fee



## MINUTE ORDER

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: August 12, 2022  
Subject: Monthly Financial & Investment Reports

### **AGENDA ITEM DESCRIPTION:**

Consideration of and possible acceptance of the July 2022 Investment and Financial Reports.

### **PURPOSE**

To report to the Board of Trustees the year-to-date revenues and expenses for the college, comparison of revenues and expenses to budget, and the college's current cash balance.

### **FUNDING SOURCE:**

N/A

### **PROPOSED MOTION:**

*Suggested motion: "I move the Board of Trustees accept the July 2022 Investment Report and the July 2022 Financial Reports."*

### **BACKGROUND**

The investment officer shall prepare and submit to the Board a written report of investment transactions for all funds covered by the PFIA under Education Code 51.0032 and Government Code 2256.023.

In accordance with COM policy CDA (LOCAL) – Periodic financial reports shall be submitted to the Board outlining the progress of the budget to that date and reporting on the status of all District funds and District accounts.

### **ATTACHMENTS**

1. July 2022 Investment Discussion & Report
2. July 2022 Revenue & Expense Summary
3. July 2022 Expense by Division Report



**INVESTMENT REPORT**  
**For the Month Ended July 2022**

**Investment discussion:**

College of the Mainland earned \$82,170 for the month of July on its short-term investments in TexPool & Logic for a total of \$235,153 investment interest earned fiscal year to date. The College earned an additional \$3, fiscal year to date, from interest-bearing checking accounts. In total, the College earned \$235,156 interest for the fiscal year to date period ending July: TexPool - \$105,104 Logic 20 - \$130,049, and TFB - \$3.

Investments in the TexPool & Logic investment pools remain more profitable than fixed rate certificate of deposits purchased at our depository bank. In addition, the investment pool provides more efficient liquidity than certificates of deposit, which are restricted to specific term lengths. Therefore, all investment funds remain in TexPool, Logic and interest earning checking accounts.

**Investment Compliance Statement:**

We provide reasonable assurance that the attached listing constitutes all investments currently owned by the College of the Mainland District as of the date indicated and that all these investments and investing procedures conform to the "Public Funds Investment Act" as amended by House Bill 2459 of the 74<sup>th</sup> Texas Legislature.

Furthermore, these same investments are in compliance with College of the Mainland's investment policy and strategy as adopted by the College of the Mainland's Board of Trustees.

A handwritten signature in blue ink, appearing to read 'Clen Burton', written over a horizontal line.

Clen Burton  
Vice President of Fiscal Affairs  
College of the Mainland

A handwritten signature in blue ink, appearing to read 'Trudy Trochesset', written over a horizontal line.

Trudy Trochesset  
Controller  
College of the Mainland



**TexPool Investments for July 2022**

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
Operating	11	\$ 31,734,683	\$ -	\$ 2,149,107	40,406	29,625,982	31,317,827	1.548%
Moody	41	26,652	-	-	34	26,687	26,656	1.549%
<b>Totals</b>		<b>\$ 31,761,336</b>	<b>\$ -</b>	<b>\$ 2,149,107</b>	<b>\$ 40,441</b>	<b>\$ 29,652,669</b>	<b>\$ 31,344,483</b>	

Note: For the above listed investments in TexPool, book value is equivalent to market value.  
There was no accrued interest as of July 2022.

**Logic (Hilltop Securities) Investments for July 2022**

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
COM Bond 2020	46	\$ 31,320,608	\$ -	\$ 4,100,245	41,729	27,262,093	29,794,093	1.681%
<b>Totals</b>		<b>\$ 31,320,608</b>	<b>\$ -</b>	<b>\$ 4,100,245</b>	<b>\$ 41,729</b>	<b>\$ 27,262,093</b>	<b>\$ 29,794,093</b>	
<b>Totals</b>		<b>\$ 63,081,944</b>	<b>\$ -</b>	<b>\$ 6,249,352</b>	<b>\$ 82,170</b>	<b>\$ 56,914,761</b>	<b>\$ 61,138,576</b>	

**Unrestricted Fund (Unaudited)**

**Summary of Revenue**

	<u>Current Actual</u>	<u>2021-22 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
<b>Operating revenue</b>						
Tuition-credit	(4,993,733)	(4,127,440)	866,293	121%	(5,047,310)	53,578
Tuition-non-credit	(526,002)	(1,044,100)	(518,098)	50%	(390,616)	(135,386)
Exemptions and waivers	1,346,584	1,108,300	(238,284)	121%	1,530,509	(183,925)
Registration fees	(2,315,983)	(1,789,500)	526,483	129%	(2,405,873)	89,890
Other fees	(138,292)	(137,000)	1,292	101%	(136,107)	(2,185)
Grant revenue	(264,320)	(66,000)	198,320	400%	(403,433)	139,113
Sales and service revenue	(39,038)	(432,400)	(393,362)	9%	(2,602)	(36,436)
Miscellaneous revenue	(173,929)	(109,100)	64,829	159%	(137,213)	(36,716)
TPEG transfer in/out	0	202,500	202,500	0%	0	0
<b><u>Totals for Operating revenue</u></b>	<b><u>(7,104,713)</u></b>	<b><u>(6,394,740)</u></b>	<b><u>709,973</u></b>	<b><u>111%</u></b>	<b><u>(6,992,645)</u></b>	<b><u>(112,068)</u></b>
<b>Non-operating revenue</b>						
State appropriation-Academic	(6,017,455)	(6,649,121)	(631,666)	91%	(5,914,235)	(103,220)
Property tax revenue	(21,934,976)	(22,539,139)	(604,163)	97%	(23,620,207)	1,685,232
Interest revenue	(105,019)	(350,000)	(244,981)	30%	(7,845)	(97,174)
FTZ reimbursement	(357,062)	(350,000)	7,062	102%	(531,472)	174,410
Renew & replace transfer out	0	1,783,000	1,783,000	0%	0	0
<b><u>Totals for Non-operating revenue</u></b>	<b><u>(28,414,512)</u></b>	<b><u>(28,105,260)</u></b>	<b><u>309,252</u></b>	<b><u>101%</u></b>	<b><u>(30,073,759)</u></b>	<b><u>1,659,247</u></b>
<b><u>Total Revenue</u></b>	<b><u>(35,519,225)</u></b>	<b><u>(34,500,000)</u></b>	<b><u>1,019,225</u></b>	<b><u>103%</u></b>	<b><u>(37,066,404)</u></b>	<b><u>1,547,179</u></b>

**Unrestricted Fund (Unaudited)**

**Summary of Expense**

	<u>Current Actual</u>	<u>2021-22 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
<b>Salary and wages</b>						
Faculty full-time	6,595,300	7,781,351	1,186,051	85%	6,958,961	(363,661)
Admin full-time	1,499,674	1,587,756	88,082	94%	1,469,941	29,734
Professional full-time	6,557,905	7,217,878	659,974	91%	6,457,967	99,937
Classified full-time	1,839,594	3,803,932	1,964,338	48%	0	1,839,594
Part-time	2,508,752	3,779,297	1,270,545	66%	2,131,420	377,332
Salary increase	0	220,000	220,000	0%	0	0
Vacancy savings	0	(3,704,027)	(3,704,027)	0%	0	0
<b><u>Totals for Salary and wages</u></b>	<b><u>19,001,224</u></b>	<b><u>20,686,187</u></b>	<b><u>1,684,963</u></b>	<b><u>92%</u></b>	<b><u>17,018,289</u></b>	<b><u>1,982,936</u></b>
<b>Benefits</b>						
Benefits	4,009,414	4,176,934	167,520	96%	3,919,109	90,305
<b><u>Totals for Benefits</u></b>	<b><u>4,009,414</u></b>	<b><u>4,176,934</u></b>	<b><u>167,520</u></b>	<b><u>96%</u></b>	<b><u>3,919,109</u></b>	<b><u>90,305</u></b>
<b>Operating expenses</b>						
Contract services	2,731,872	3,219,853	487,981	85%	2,578,399	153,473
Legal	4,700	9,344	4,644	50%	7,046	(2,346)
Operations	411,694	696,921	285,228	59%	322,367	89,326
Utilities and Rent	1,843,388	2,002,598	159,210	92%	1,302,444	540,944
Postage, printing, and supplies	807,418	1,339,148	531,730	60%	709,806	97,612
Bank fees	83,926	84,400	474	99%	58,960	24,966
Capital outlay & leases	68,234	61,503	(6,731)	111%	57,907	10,326
Insurance	2,113,583	1,846,069	(267,514)	114%	1,642,472	471,111
Public relations and advertising	99,854	258,953	159,099	39%	160,431	(60,577)
Misc.	452,614	421,532	(31,082)	107%	377,964	74,650
Reimbursement from Others	0	(303,442)	(303,442)	0%	0	0
MTN Payment	0	0	0	0%	337,500	(337,500)

**Unrestricted Fund (Unaudited)**

Arbitrage Payment	(35,806)	0	35,806	0%	0	(35,806)
<b><u>Totals for Operating expenses</u></b>	<b><u>8,581,477</u></b>	<b><u>9,636,879</u></b>	<b><u>1,055,402</u></b>	<b><u>89%</u></b>	<b><u>7,555,297</u></b>	<b><u>1,026,180</u></b>
<b><u>Total Expense</u></b>	<b><u>31,592,115</u></b>	<b><u>34,500,000</u></b>	<b><u>2,907,885</u></b>	<b><u>92%</u></b>	<b><u>28,492,695</u></b>	<b><u>3,099,421</u></b>

Unrestricted Fund (Unaudited)

Summary of Fund Bal

	<u>Current Actual</u>	<u>2021-22 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
<b>Salary and wages</b>						
Faculty full-time	7,082	0	(7,082)	0%	0	7,082
<b><u>Totals for Salary and wages</u></b>	<b><u>7,082</u></b>	<b><u>0</u></b>	<b><u>(7,082)</u></b>	<b><u>0%</u></b>	<b><u>0</u></b>	<b><u>7,082</u></b>
<b>Benefits</b>						
Benefits	2,233	0	(2,233)	0%	0	2,233
<b><u>Totals for Benefits</u></b>	<b><u>2,233</u></b>	<b><u>0</u></b>	<b><u>(2,233)</u></b>	<b><u>0%</u></b>	<b><u>0</u></b>	<b><u>2,233</u></b>
<b>Operating expenses</b>						
Contract services	334,434	0	(334,434)	0%	425,817	(91,383)
Operations	17,551	0	(17,551)	0%	0	17,551
Utilities and Rent	520,135	0	(520,135)	0%	122,463	397,671
Postage, printing, and supplies	482,674	0	(482,674)	0%	735,012	(252,338)
Capital outlay & leases	399,258	0	(399,258)	0%	494,357	(95,100)
Public relations and advertising	78,260	0	(78,260)	0%	0	78,260
Misc.	0	0	0	0%	63,895	(63,895)
<b><u>Totals for Operating expenses</u></b>	<b><u>1,832,311</u></b>	<b><u>0</u></b>	<b><u>(1,832,311)</u></b>	<b><u>0%</u></b>	<b><u>1,841,544</u></b>	<b><u>(9,233)</u></b>
<b><u>Total Fund Bal</u></b>	<b><u>1,841,627</u></b>	<b><u>0</u></b>	<b><u>(1,841,627)</u></b>	<b><u>0%</u></b>	<b><u>1,841,544</u></b>	<b><u>82</u></b>

**Unrestricted Fund (Unaudited)**

	<u>Current Actual</u>	<u>2021-22 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
<b><u>Expense by Division</u></b>						
<b><u>Summary for President</u></b>						
Board of Trustees	716	19,400	18,684	4%	13,104	(12,388)
Campus Police	557,345	740,135	182,790	75%	401,826	155,519
Gen Institution	302,013	294,119	(7,894)	103%	288,307	13,706
Information Technology Serv	1,821,656	2,280,701	459,045	80%	1,556,174	265,482
Internal Audit	95,390	150,000	54,610	64%	145,261	(49,871)
OPEAR	369,669	479,024	109,355	77%	435,466	(65,797)
Presidents Office	552,481	609,059	56,579	91%	518,737	33,744
Self Study SACS	12,552	10,500	(2,052)	120%	10,363	2,189
Staff Attorney	161,733	186,594	24,861	87%	132,284	29,449
<b><u>Totals for President</u></b>	<b><u>3,873,554</u></b>	<b><u>4,769,532</u></b>	<b><u>895,977</u></b>	<b><u>81%</u></b>	<b><u>3,501,522</u></b>	<b><u>372,033</u></b>
<b><u>Summary for VP Fiscal Affairs</u></b>						
Central Mail	71,283	133,606	62,323	53%	34,240	37,043
Custodial Services	237,478	340,090	102,612	70%	135,735	101,743
Facilities	4,410,139	4,164,173	(245,966)	106%	3,439,286	970,853
Financial Services	690,195	910,946	220,751	76%	444,444	245,751
Grounds	92,088	118,803	26,716	78%	73,912	18,176
Human Resources	588,172	718,356	130,184	82%	401,784	186,388
Maintenance Tax Note	0	0	0	0%	337,500	(337,500)
Purchasing	259,456	304,989	45,533	85%	254,582	4,874
Records Mgmt	15,102	20,952	5,850	72%	11,817	3,285
Reimbursement	0	(303,442)	(303,442)	0%	0	0
Salary Savings	0	(3,704,027)	(3,704,027)	0%	0	0
Staff Benefits	775,270	1,531,914	756,644	51%	825,738	(50,468)
Tax Admin	246,583	232,631	(13,952)	106%	238,300	8,283

**Unrestricted Fund (Unaudited)**

	<u>Current Actual</u>	<u>2021-22 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Utilities	823,907	1,125,000	301,093	73%	587,454	236,453
Vehicle Operations	93,629	109,389	15,760	86%	53,407	40,222
VP College & Fin Svcs	184,854	196,123	11,269	94%	183,171	1,683
<b>Totals for VP Fiscal Affairs</b>	<b><u>8,488,156</u></b>	<b><u>5,899,503</u></b>	<b><u>(2,588,653)</u></b>	<b><u>144%</u></b>	<b><u>7,021,368</u></b>	<b><u>1,466,787</u></b>
<b><u>Summary for VP Institutional Advancement</u></b>						
COM Foundation Dept	82,637	113,026	30,389	73%	29,403	53,234
Marketing and Communications	649,596	885,724	236,128	73%	635,309	14,288
VP Institutional Advancement	528,525	585,207	56,682	90%	541,886	(13,361)
<b>Totals for VP Institutional Advancement</b>	<b><u>1,260,759</u></b>	<b><u>1,583,957</u></b>	<b><u>323,198</u></b>	<b><u>80%</u></b>	<b><u>1,206,598</u></b>	<b><u>54,161</u></b>
<b><u>Summary for VP Instruction</u></b>						
Acad Succ Re/Wr	893,942	925,130	31,188	97%	869,667	24,276
Accting-Credit	91,704	144,856	53,152	63%	172,867	(81,163)
Adm-C.I.D.T.	37,649	78,313	40,664	48%	10,552	27,098
Adm-Cont Ed	295,202	559,830	264,629	53%	339,594	(44,392)
Adm-Ind Tech	7,781	8,573	792	91%	0	7,781
Adm-Instruct	40,120	79,982	39,862	50%	10,605	29,516
Adm-Perf & Vis Arts	41,510	69,825	28,315	59%	17,160	24,350
Adm-Pub Svc Ed	61,440	79,779	18,339	77%	9,890	51,551
Adm-Science	42,873	17,236	(25,637)	249%	4,846	38,027
Adm-Soc Sci	46,413	82,376	35,963	56%	15,525	30,887
Adult Education	180,410	218,863	38,453	82%	110,076	70,334
Allied Health CE	59,307	363,492	304,185	16%	235,230	(175,924)
Art	235,104	243,207	8,102	97%	227,594	7,511
Art Gallery	56,093	58,353	2,260	96%	58,067	(1,974)
Biol & Nutrition	704,243	714,613	10,370	99%	657,022	47,222
Bus Tech	0	0	0	0%	19,945	(19,945)
C.I.S.	93,373	94,644	1,270	99%	91,798	1,575

**Unrestricted Fund (Unaudited)**

	<u>Current Actual</u>	<u>2021-22 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Chemistry	158,795	254,185	95,390	62%	182,903	(24,108)
Child Develop	71,418	73,098	1,680	98%	70,480	939
Cmnty Theater	315,975	310,424	(5,551)	102%	273,574	42,401
Collegiate H.S.-CR	130,064	156,540	26,476	83%	102,235	27,828
Cosmetology	625,638	684,045	58,408	91%	590,691	34,947
Criminal Justice	75,248	88,565	13,317	85%	85,061	(9,813)
Dean Cont Ed	128,398	22,363	(106,035)	574%	722	127,676
Dean Gen Ed	155,788	199,577	43,790	78%	125,120	30,668
Distance Ed	437,482	437,256	(226)	100%	414,554	22,929
Drafting	74,892	77,416	2,525	97%	75,871	(979)
Dual Credit Dept	130,007	174,817	44,809	74%	106,950	23,057
Economics	86,470	83,172	(3,297)	104%	78,502	7,967
EMS-Credit	266,504	262,181	(4,323)	102%	270,504	(4,000)
Fire Tech	262,872	264,697	1,825	99%	311,615	(48,743)
Firearms Acad	64,641	42,721	(21,919)	151%	31,686	32,955
Foreign Lang	74,075	71,360	(2,715)	104%	70,188	3,886
Gen Bus-Credit	199,307	129,739	(69,568)	154%	83,431	115,876
Geology	76,640	78,613	1,973	97%	77,372	(732)
Government	351,575	328,812	(22,763)	107%	322,884	28,691
Graphic Arts	111,416	106,263	(5,153)	105%	104,184	7,232
Health and PE Credit	156,013	147,981	(8,031)	105%	152,897	3,116
Health Info Mgmt	198,386	219,155	20,769	91%	155,388	42,997
Hist & Geog	303,515	284,469	(19,047)	107%	297,777	5,738
Humanities	243,688	221,758	(21,930)	110%	221,579	22,109
Instr Tech Department	166,003	259,136	93,133	64%	137,764	28,239
Instr Tech Lab Mgrs	54,768	156,299	101,531	35%	27,182	27,586
Law Enforcement	96,285	115,203	18,918	84%	79,761	16,524
Law Enforcemnt-NonCR	86,952	29,274	(57,678)	297%	70,379	16,573

**Unrestricted Fund (Unaudited)**

	<u>Current Actual</u>	<u>2021-22 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
LC Ctr Admin	3,960	20,877	16,917	19%	5,200	(1,240)
Library	543,343	665,018	121,675	82%	498,728	44,615
Management	15,669	14,669	(1,000)	107%	62,667	(46,998)
Massage Therapy	19,717	21,142	1,425	93%	0	19,717
Math	792,495	818,541	26,046	97%	709,689	82,806
Medical Assistant	77,071	97,627	20,556	79%	73,007	4,064
Music	296,780	291,847	(4,933)	102%	345,322	(48,543)
Networking	84,383	90,824	6,441	93%	81,764	2,619
Nursing Administration	485,527	419,802	(65,725)	116%	251,653	233,875
Nursing-AD	1,029,721	1,549,080	519,359	66%	1,252,116	(222,394)
Nursing-VN	248,648	258,670	10,022	96%	311,006	(62,358)
Pharmacy Tech	87,577	95,307	7,729	92%	93,302	(5,725)
Philosophy	47,477	15,208	(32,269)	312%	48,963	(1,486)
Physics	139,412	131,862	(7,550)	106%	133,776	5,636
Process Tech	445,165	587,265	142,100	76%	625,245	(180,080)
Prof Develop Acad	2,156	9,000	6,844	24%	0	2,156
Psychology	374,160	367,236	(6,924)	102%	369,866	4,294
Safety-CR	92,373	132,782	40,409	70%	80,120	12,253
Senior Adult Dept	218,123	266,274	48,151	82%	136,120	82,003
Social Science Non CR	38,515	11,334	(27,181)	340%	39,345	(830)
Sociology	76,524	72,632	(3,893)	105%	74,202	2,322
Speaking,Reading,Writing	417,576	537,692	120,116	78%	432,895	(15,320)
Theater Arts-Credit	109,894	168,999	59,105	65%	61,658	48,236
Thermal Tech-NonCR	105,074	96,712	(8,362)	109%	73,798	31,276
Virtual College TX	0	0	0	0%	1,120	(1,120)
VP Instruction	413,822	1,895,855	1,482,034	22%	399,215	14,606
Welding-Cred	471,517	587,128	115,611	80%	448,470	23,048

**Unrestricted Fund (Unaudited)**

	<u>Current Actual</u>	<u>2021-22 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
<b><u>Totals for VP Instruction</u></b>	<b><u>14,626,659</u></b>	<b><u>18,241,571</u></b>	<b><u>3,614,912</u></b>	<b><u>80%</u></b>	<b><u>13,980,938</u></b>	<b><u>645,721</u></b>
<b><u>Summary for VP of Instruction</u></b>						
Allied Health Admin	9,750	12,365	2,615	79%	0	9,750
CE-CAN Program	36,654	87,513	50,860	42%	0	36,654
CE-CPR	1,860	2,497	638	74%	0	1,860
CE-Dental	10,544	17,465	6,922	60%	0	10,544
Nursing - BSN	0	7,545	7,545	0%	0	0
Program Development	128,185	68,398	(59,787)	187%	0	128,185
<b><u>Totals for VP of Instruction</u></b>	<b><u>186,992</u></b>	<b><u>195,783</u></b>	<b><u>8,792</u></b>	<b><u>96%</u></b>	<b><u>0</u></b>	<b><u>186,992</u></b>
<b><u>Summary for VP Student Services</u></b>						
Admissions	270,943	314,062	43,119	86%	224,835	46,108
Advise Center	629,771	694,285	64,514	91%	630,994	(1,223)
Career & Placement	84,444	95,962	11,518	88%	5,165	79,279
Career Svcs	0	0	0	0%	0	0
Counseling	0	0	0	0%	0	0
Enrollment Mgmt	96,139	116,615	20,476	82%	109,845	(13,706)
Facilities & Student Recreat	85,491	115,626	30,135	74%	69,280	16,210
Judicial Affairs	175,901	200,864	24,963	88%	131,445	44,456
Multicultural Department	11,903	12,500	597	95%	2,494	9,410
Recruitment	383,752	514,128	130,377	75%	312,020	71,732
Stu Financial Svcs	452,858	605,058	152,200	75%	395,394	57,465
Stu Organizations	255,966	318,746	62,781	80%	223,763	32,203
Student Graduation	60,272	74,080	13,808	81%	38,614	21,659
Svcs-Disab Students	23,462	42,321	18,858	55%	5,511	17,951
Testing	225,726	252,953	27,227	89%	122,879	102,847
Title V Grant	27	0	(27)	0%	242	(214)
Veteran Affairs	162,477	156,675	(5,802)	104%	152,444	10,032

**Unrestricted Fund (Unaudited)**

	<u>Current Actual</u>	<u>2021-22 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
VP Student Services	236,864	295,779	58,915	80%	357,344	(120,480)
<b><u>Totals for VP Student Services</u></b>	<b><u>3,155,997</u></b>	<b><u>3,809,654</u></b>	<b><u>653,657</u></b>	<b><u>83%</u></b>	<b><u>2,782,269</u></b>	<b><u>373,728</u></b>
<b><u>Totals for Expense</u></b>	<b><u>31,592,115</u></b>	<b><u>34,500,000</u></b>	<b><u>2,907,885</u></b>	<b><u>92%</u></b>	<b><u>28,492,695</u></b>	<b><u>3,099,421</u></b>
<b><u>Fund Bal by Division</u></b>						
<b><u>Summary for VP Fiscal Affairs</u></b>						
Fund Balance - Academic Support	14,030	0	(14,030)	0%	0	14,030
Fund Balance - Institutional Support	1,152,414	0	(1,152,414)	0%	689,888	462,526
Fund Balance - Instruction	381,845	0	(381,845)	0%	836,383	(454,537)
Fund Balance - Oper & Maint	88,214	0	(88,214)	0%	82,763	5,450
Fund Balance - Student Services	205,124	0	(205,124)	0%	232,510	(27,387)
<b><u>Totals for VP Fiscal Affairs</u></b>	<b><u>1,841,627</u></b>	<b><u>0</u></b>	<b><u>(1,841,627)</u></b>	<b><u>0%</u></b>	<b><u>1,841,544</u></b>	<b><u>82</u></b>
<b><u>Totals for Fund Bal</u></b>	<b><u>1,841,627</u></b>	<b><u>0</u></b>	<b><u>(1,841,627)</u></b>	<b><u>0%</u></b>	<b><u>1,841,544</u></b>	<b><u>82</u></b>
<b><u>Totals for Report</u></b>	<b><u>33,433,742</u></b>	<b><u>34,500,000</u></b>	<b><u>1,066,258</u></b>		<b><u>30,334,239</u></b>	<b><u>3,099,503</u></b>

# Monthly Financial Report

# Cash Situation

*(in millions)*

Gross cash balance at the end of month:	\$29.7
Less net interest and sinking:	<u>(\$7.0)</u>
Net unrestricted cash:	\$22.7
Minimum required cash :	\$7.1
Excess cash above minimum:	\$15.6

# Unaudited Operations Year to Date *(in millions)*

## Revenues

Budget:	\$34.5
Actual:	\$35.5

## Expense

Budget:	\$34.5
Actual:	\$31.6

(92% Spent at 92% of year)



PRESIDENT'S OFFICE

## Board Report

Presenter: Board Chair

A. Miscellaneous Updates



PRESIDENT'S OFFICE

## President's Report

Presenter: Dr. Warren Nichols

### A. Updates

1. Enrollment Update – Dr. Helen Brewer

### B. Reminders/Announcements

#### 1. Board Meetings

- a. September 2022 – Monday, September 26<sup>th</sup>, 1:30 p.m.
- b. October 2022 – Monday, October 24<sup>th</sup>, 1:30 p.m.
- c. December 2022 – Tuesday, December 6<sup>th</sup>, 1:30 p.m.

#### 2. Fall Graduation

- a. Saturday, December 10<sup>th</sup>, Abundant Life

### C. Resignations and Retirement Report

### D. Miscellaneous Updates



PRESIDENT'S OFFICE

**Resignations & Retirements**

<b>Last Name</b>	<b>First Name</b>	<b>Position</b>	<b>Hire Date</b>	<b>Last Date of Work</b>	<b>Termination Reason</b>
<b>Sanchez</b>	<b>Sara</b>	<b>Academic Advisor</b>	<b>07/26/2021</b>	<b>08/03/2022</b>	<b>Resignation</b>
<b>Reyes</b>	<b>Ciro</b>	<b>Director, TRIO Programs</b>	<b>11/01/2005</b>	<b>08/05/2022</b>	<b>Resignation</b>
<b>Molnar</b>	<b>Kayla</b>	<b>Interim Director, Dual Credit</b>	<b>05/10/2021</b>	<b>08/12/2022</b>	<b>Resignation</b>
<b>Bankston</b>	<b>Holly</b>	<b>Counselor</b>	<b>07/21/2014</b>	<b>08/12/2022</b>	<b>Resignation</b>
<b>Davies</b>	<b>Carolyn</b>	<b>Enrollment Coach</b>	<b>07/11/2022</b>	<b>08/19/2022</b>	<b>Resignation</b>
<b>Manning</b>	<b>Shari</b>	<b>Assistant Professor – Nursing</b>	<b>01/10/2022</b>	<b>08/23/2022</b>	<b>Resignation</b>
<b>Gazda</b>	<b>Dana</b>	<b>Admissions/Records Generalist</b>	<b>04/15/2015</b>	<b>08/31/2022</b>	<b>Resignation</b>



## PRESIDENT'S OFFICE

# 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 items 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 at that date, hour and place given in this Notice or as soon after the commencement of the meeting covered by the Notice as the Board may conveniently meet in such closed or executive meeting or session concerning any and all subjects and for any and all purposes permitted by Sections 551.071, inclusive, of the Open Meetings Act, including, but not limited to:

Section 551.071 – For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property.

Section 551.073 – For the purpose of considering a negotiated contract for a prospective gift or donation.

Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.076 – To consider the deployment, or specific occasions for implementation, of security personnel or devices.

Section 551.082 – For the purpose of considering discipline of a student or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.

Section 551.084 – For the purpose of excluding a witness or witnesses from a hearing during examination of another witness.

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive meeting or session, then such final action, final decision, or final vote shall be at either:

- A. The open meeting covered by this Notice upon the reconvening of the public meeting, or
- B. At a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.