



Notice/Agenda of September Meeting

The Board of Trustees College of the Mainland

The September Meeting of the Board of Trustees of College of the Mainland will be held Monday, September 22, 2025, beginning at 1:30 PM in the

Doyle Family Administration Boardroom (A129)
1200 Amburn Road
Texas City, Texas 77591

Mission: College of the Mainland is a learning-centered, comprehensive community college dedicated to student success and the intellectual and economic enrichment of the diverse communities we serve.

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, Texas Pledge & 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, August 25, 2025
5. **Comments from the Community**
 - A. Other Citizens
6. **Constituent Leader Activity Reports**
 - A. Faculty Senate - Candice Edmonston, President
 - B. Professional Council - Brad Denison, President
 - C. Classified Council - Alycia Hardin, Vice President
 - D. Student Government Association (SGA) - Connor Roberts, Vice President
7. **Bond Update - Presented by LAN (Lockwood, Andrews & Newnam, Inc.)**
8. **Consideration of and Possible Action to Approve Entering the Interlocal Agreement for Construction of the Burn Building and Delegate to the President the Authority to Negotiate, Finalize, and Sign the Final Agreement**
9. **Consideration of and Possible Action to Approve Change Order 001 to Contract 23-31 to Pogue Construction, Inc. for Door Security Upgrades and Access Control in the Amount of \$731,030.44**

10. **Consideration of and Possible Action to Approve Change Order 002 to Contract 23-37 to Terracon Consultants, Inc. for Construction Materials Testing in the Amount of \$8,000**
11. **Consideration of and Possible Action to Approve an Increase to Contract 25-09 to Hunton Services for AC Equipment Rentals in the Amount of \$350,000 for a Revised Contract Total Not-to-Exceed \$570,000**
12. **Consideration of and Possible Action to Approve Contract 26-02 for Firewall Hardware, Licenses, Maintenance, and Services in the Amount of \$156,382**
13. **Consideration of and Possible Action to Approve the Renewal of Contract 23-02 to Slate & L.P. Print Solutions for a Not-to-Exceed Amount of \$170,778**
14. **Consideration of and Possible Action to Approve an Increase to Contract 25-01 to Weaver & Tidwell for Internal Audit Services for an Additional \$105,000 and a Revised Contract Total Not-to-Exceed \$265,000**
15. **Consideration of and Possible Action to Approve the Closure of the TexPool Moody Loan Fund Account and Reallocate the Funds to the TexPool COM Operating Account**
16. **Human Resources Items**
 - A. Appointment Nominations
 1. Consideration of and Possible Action to Approve the Appointment Nomination of Clevonna Agboyibor to the Position of Surgical Technology Clinical Coordinator/Faculty, Surgical Technology Department
 2. Consideration of and Possible Action to Approve the Appointment Nomination of Angela Bernard to the Position of Events and Fundraising Planner, COM Foundation & Resource Development Department
 3. Consideration of and Possible Action to Approve the Appointment Nomination of Miles Shellshear to the Position of Communications Specialist, Marketing & Public Affairs Department
17. **Policy**
 - A. Consideration of and Possible Action to Approve the Adoption of COM Local Policy DEB
18. **Consideration of and Possible Action to Approve the New Bachelor of Applied Science Degree in Operations Management**
19. **Tax Rate Item(s)**
 - A. Consideration of and Possible Action to Adopt a 2025 Tax Rate of .1394/100 (0.001394) of Property Value for Maintenance and Operations and .1244/100 (0.002344) for Interest and Sinking for a Total Tax Rate of .2638/100 (0.002638)
20. **Financial Report(s)**
 - A. Consideration of and Possible Action to Accept the August 2025 Investment Report and Financial Reports
 - B. Consideration of and Possible Action to Accept the August 2025 Quarterly Investment Report
21. **Board Report**
22. **President's Report**
 - A. Updates
 1. Program Spotlight - Fire Technology
 - a. Gary Staudt, Director of Fire Technology
 2. Student Spotlight
 - a. Gavin Brandon, Fire Academy
 3. Website Redesign and Implementation Update - Diane Burkett, Executive Director of Marketing and Public Affairs

B. Reminders/Announcements

1. Board Meetings

October 2025 - Monday, October 27, 2025

December 2025 - Monday, December 8, 2025

January 2026 - Monday, January 26, 2026

February 2026 - Monday, February 23, 2026

2. Meet COM's New President - From Strong Beginnings to a Future of Excellence, Thursday, October 16, 2025, 4-6 p.m., Conference Center

3. COM Dental Hygiene Community Clinic Grand Opening & Ribbon Cutting, Friday, October 24, 2025, 3-5 p.m., STEM Terrace

4. Grand Opening of Nineteen Sixty-Six, COM's Culinary Arts Restaurant, Thursday, November 13, 2025, 11:30 a.m.-1:00 p.m., Mainland City Centre

5. COM Graduation, Saturday, December 6, 2025, 10 a.m. & 2 p.m., Abundant Life Christian Center

C. Resignations and Retirement Report

D. Miscellaneous Updates

23. Adjournment to a Closed or Executive Session Pursuant to the Texas Government Code of the Open Meetings Act

24. Consideration of and Possible Action on any Items Discussed in Closed Session

25. 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, Tuesday, September 16, 2025, 5:00 P.M.

Edited and reposted on Wednesday, September 17, 2025, 8:00 A.M..



Leanne Downton
Board Liaison

Administration

President Helen Brewer, Ph.D.

Vice President for Fiscal Affairs, David Wesse, Ph.D.

Vice President for Academic Affairs, Heather Rhodes, Ed.D.

Interim Vice President for Student Affairs, Michelle Brezina



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
2025-2026

Mrs. Melissa Skipworth,
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mskipworth@com.edu

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patti.hanssard@com.edu



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: September 22, 2025
Subject: Full Board Minutes

AGENDA ITEM DESCRIPTION

Full Board Minutes presented for recommended acceptance to Board of Trustees.

PURPOSE

To ensure accuracy of the monthly minutes.

BACKGROUND

Minutes are brought forward every month for approval.

FUNDING SOURCE

N/A

PROPOSED MOTION

“I move the Board of Trustees approve the Full Board Minutes of August 25, 2025.”

ATTACHMENT(S)

1. Minutes of 8/25/25

College of the Mainland Board of Trustees
Minutes of Monday, August 25, 2025
1:30 p.m., Doyle Family Administration Building

Call to Order

Melissa Skipworth called the meeting to order at 1:30 p.m.

Pledge of Allegiance (American Flag), Texas Pledge & 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, July 28, 2025

Kyle Dickson moved the Board of Trustees approve the Full Board Minutes of Monday, July 28, 2025. Bill McGarvey seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Special Called Minutes of August 15, 2025

Bill McGarvey moved the Board of Trustees approve the Special Called Minutes of August 15, 2025. Don Gartman seconded the motion; all voted in approval within the exception of Kimberly Dodson who abstained from voting on this item.

Comments from the Community

No comments

Constituent Leader Activity Reports

Faculty Senate – Candice Edmonston, President, updated the Board on faculty senate activities.

Professional Council – Brad Denison, Vice President, updated the Board on professional employee activities.

Classified Council – Alycia Hardin, Incoming Vice President, updated the Board on classified employee activities.

Bond Update - Presented by LAN (Lockwood, Andrews & Newnam, Inc.)

Paula Drnevich and C.W. Scheibe, LAN, updated the Board on the bond projects.

Consideration of and Possible Action to Approve Award of Contract 23-48 to Tellepsen Builders for Construction Manager as Risk Services for the New College Services Building for a Not-to-Exceed Amount of \$20,000 for Pre-Construction Services, Plus Construction Management Fees

Don Gartman moved the Board of Trustees approve award of contract 23-48 to Tellepsen Builders for Construction Manager as Risk services for the new College Services Building for a not-to-exceed amount of \$20,000 for pre-construction services, plus construction management fees. Bill McGarvey seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve Award of Contract 23-49 to J.T. Vaughn Construction for the Fine Arts Upgrades Project in the Amount of \$1,070,227

Don Gartman moved the Board of Trustees approve award of contract 23-49 to J.T. Vaughn Construction for the Fine Arts upgrades project in the amount of \$1,070,227. Bill McGarvey seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the College of the Mainland Naming Conventions and Proposed Building Names, as Presented

Bill McGarvey moved the Board of Trustees approve the College of the Mainland naming conventions and proposed building names, as presented. Patti Hanssard seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Extension of Contract 20-01 for Custodial and Maintenance Services with IQS in the Amount of \$4,312,300 for a Period of 3 Years with the First Annual Payment Not-to-Exceed \$1,388,277 to be Paid from Annual Operating Budget

Don Gartman moved the Board of Trustees approve the extension of contract 20-01 for custodial and maintenance services with IQS in the amount of \$4,312,300 for a period of 3 years with the first annual payment not-to-exceed \$1,388,277 to be paid from annual operating budget. Kyle Dickson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Extension of Contract 23-15 for Grounds Maintenance and Landscaping Services with Beck Landscaping for an Amount Not-to-Exceed \$510,000 to be Paid from Annual Operating Budget

Don Gartman moved the Board of Trustees approve the extension of contract 23-15 for grounds maintenance and landscaping services with Beck Landscaping for an amount not-to-exceed \$510,000 to be paid from annual operating budget. Bill McGarvey seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Renewal of Contract 26-01 to Ellucian in the Amount of \$2,991,163 for a Period of 5 Years with the First Annual Payment Not-to-Exceed \$521,441 for Annual Colleague Software Maintenance and Services

Don Gartman moved the Board of Trustees approve award of contract 26-01 to Ellucian in the amount of \$2,991,163 for a period of 5 years with the first annual payment not-to-exceed \$521,441 for annual Colleague software maintenance and services. Patti Hanssard seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Proposed Dental Hygiene Clinic Fee Schedule, as Presented

Patti Hanssard moved the Board of Trustees approve the proposed Dental Hygiene Clinic fee schedule, as presented. Bill McGarvey seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve an Increase to Parking Violation Fees, as Presented

Kimberly Dodson moved the Board of Trustees approve an increase to parking violation fees, as presented. Kyle Dickson seconded the motion; all voted in approval.

Policy

Consideration of and Possible Action to Adopt the Revisions to BGC (Local) and CJ (Local) Policies, as Presented

Don Gartman moved the Board of Trustees approve to adopt the revisions to BGC (Local) and CJ (Local) policies, as presented. Bill McGarvey seconded the motion; all voted in approval.

Human Resources Items

Appointment Nominations

Consideration of and Possible Action to Approve the Appointment Nomination of Michelle Brezina to the Position of Vice President for Student Affairs and Enrollment Management, Vice President for Student Affairs and Enrollment Management Department

Bill McGarvey moved the Board of Trustees approve the appointment of Michelle Brezina to the Position of Vice President for Student Affairs and Enrollment Management, Vice President for Student Affairs and Enrollment Management Department. Patti Hanssard seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Michael McGee to the Position of Vice President for Administrative Services, Vice President for Administrative Services Department

Wilma Clark Green moved the Board of Trustees approve the appointment of Michael McGee to the position of Vice President for Administrative Services, Vice President for Administrative Services Department. Don Gartman seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Brittany Shelby to the Position of Culinary Arts Program Coordinator/Faculty, Business Department

Wilma Clark Green moved the Board of Trustees approve the appointment of Brittany Shelby to the position of Culinary Arts Program Coordinator/Faculty, Business Department. Kimberly Dodson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Michael Bell to the Position of Faculty – Criminal Justice, Criminal Justice Department

Patti Hanssard moved the Board of Trustees approve the appointment of Michael Bell to the position of Faculty – Criminal Justice, Criminal Justice Department. Don Gartman seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Dr. Cynthia Campbell Palmer to the Position of Faculty – Psychology, Social & Behavioral Sciences Department

Bill McGarvey moved the Board of Trustees approve the appointment of Dr. Cynthia Campbell Palmer to the position of Faculty – Psychology, Social & Behavioral Sciences Department. Wilma Clark Green seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Michael Rodriguez to the Position of Faculty – Barber, Cosmetology Department

Patti Hanssard moved the Board of Trustees approve the appointment of Michael Rodriguez to the position of Faculty – Barber, Cosmetology Department. Don Gartman seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Ben Nguyen to the Position of Executive Director of Continuing Education, Vice President for Academic Affairs Department

Don Gartman moved the Board of Trustees approve the appointment of Ben Nguyen to the position of Executive Director of Continuing Education, Vice President for Academic Affairs Department. Bill McGarvey seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Laura Campos to the Position of Senior Research Analyst, Office of Planning, Effectiveness, Assessment & Research Department

Wilma Clark Green moved the Board of Trustees approve the appointment of Laura Campos to the position of Senior Research Analyst, Office of Planning, Effectiveness, Assessment & Research Department. Kimberly Dodson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Stephanie Gides to the Position of Enrollment Coach, Dual Credit Department

Patti Hanssard moved the Board of Trustees approve the appointment of Stephanie Gides to the position of Enrollment Coach, Dual Credit Department. Wilma Clark Green seconded the motion; all voted in approval.

Consideration of and Possible Acceptance of the Non-Contractual Positions

Wilma Clark Green moved the Board of Trustees accept the Non-Contractual Positions Hiring Report as written. Patti Hanssard seconded the motion; all voted in approval.

Consideration of and Possible Action to Accept the Unemployment Compensation Insurance Renewal Proposal from Texas Association of School Boards (TASB) Risk Management in the Amount of \$50,049

Kyle Dickson moved the Board of Trustees accept the Unemployment Compensation Insurance Renewal Proposal from Texas Association of School Boards (TASB) Risk Management in the amount of \$50,049. Patti Hanssard seconded the motion; all voted in approval.

Consideration of and Possible Action to Adopt the College of the Mainland "Fiscal Analysis and Budget" as Presented by Administration for Academic/Fiscal Year 2025-2026

Financial Report(s)

Wilma Clark Green moved the Board of Trustees approve to adopt the College of the Mainland "Fiscal Analysis and Budget" as presented by administration for Academic/Fiscal Year 2025-2026. Kimberly Dodson seconded the motion; all voted in approval.

Tax Rate Item(s)

Consideration of and Possible Action to Propose a Maintenance and Operations Tax Rate of .1394/100 and an Interest and Sinking Rate of .1244/100 for a Total Rate of .2638/100 for the 2025 Tax Year

NOTE: Roll Call Vote Required

Don Gartman moved the Board of Trustees propose a maintenance and operations tax rate of .1394/100 and an interest and sinking rate of .1244/100 for a total rate of .2638/100 for the 2025 tax year. A roll call vote indicated that all members voted in favor; motion passed.

Consideration of and Possible Action to Approve to Set the Date to Adopt the 2025 Tax Rate on September 22, 2025

Patti Hanssard moved the Board of Trustees approve to set the date to adopt the 2025 tax rate on September 22, 2025. Kimberly Dodson seconded the motion; all voted in approval.

Consideration of and Possible Action to Accept the July 2025 Investment and Financial Reports

Kyle Dickson moved the Board of Trustees accept the July 2025 Investment Report and the July 2025 Financial Reports. Bill McGarvey seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Order Establishing a College of the Mainland Limited Tax Revolving Note Program

Clarence Grier, RBC, presented to the Board of Trustees. Bill McGarvey moved the Board of Trustees approve the order establishing a College of the Mainland Limited Tax Revolving Note program, thereby authorizing the President to issue up to \$250,000,000 in limited tax notes, as presented. Don Gartman seconded the motion; all voted in approval.

Board Report

No updates to report.

President's Report

Updates

Program Spotlight – Nursing

Building the Next Generation of Nurses - Dr. Rachel Fano, Director of Nursing, and Carla Burris, Nursing Simulation Center Coordinator

Dr. Fano and Carla Burris shared information about the nursing programs available at COM, nursing highlights, student successes, and the Health Careers Camp.

Student Spotlight

Kylie Bailey, Student, Associate of Arts Degree

Kylie Bailey shared her plans to transfer and earn her bachelor's and master's degree to become an Economist and discussed her experience at COM.

Enrollment Update

Michelle Brezina, Interim Vice President for Student Affairs, shared a fall enrollment update; currently at a 2% increase from this time last year.

Reminders/Announcements

Board Meetings

August 2025 – Monday, August 25, 2025

September 2025 – Monday, September 22, 2025

October 2025 – Monday, October 27, 2025

December 2025 – Monday, December 8, 2025

January 2026 - Monday, January 26, 2026

Community Giving Pickleball Tournament, Saturday, August 30, 2025, 8 a.m.-3 p.m., Absolute Volleyball Academy (380 Green Wing St., Webster, TX 77598)

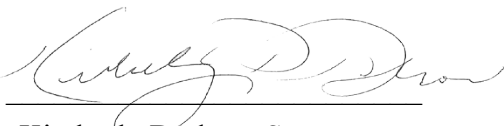
Fiesta Comunidad – Saturday, September 20, 2025, 10 a.m.-2 p.m., Parking Lot F

Community Meet and Greet with Dr. Brewer, Thursday, September 25, 2025, 3-5 p.m., Doyle Family Administration Building Boardroom, RM 129

Resignations and Retirement Report – included in board packet.

Miscellaneous

Adjournment at 3:24 p.m.



Kimberly Dodson, Secretary
Board of Trustees



Melissa Skipworth, 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 – Candice Edmonston, President
- B. Professional Council – Brad Denison, President
- C. Classified Council – Alycia Hardin, Vice President
- D. Student Government Association – Connor Roberts, Vice President



Bond Update

College of the Mainland, 2023 Bond Program

September 22, 2025

Welding and Workforce Education Buildings

Completed Activities:

- Welding Building:
 - Roof installation
- Workforce Education Building:
 - Classroom renovations

Project Milestones:

- Design Phase: July 2023 – Mar 2024
- Bidding: Mar 2024 – May 2024
- Construction Phase: June 2024 – Oct 2025
 - Construction was phased, instruction is ongoing

Project is behind schedule by 1 month due to longer than expected delivery time for metal panels. No impact to ongoing classes/instruction

Ongoing/Upcoming Activities:

- Welding Building:
 - Interior metal framing in the addition
 - Electrical Rough-in
 - Ductwork installation
 - Glass installation
- Workforce Education Building:
 - Interior paint

Project Costs:

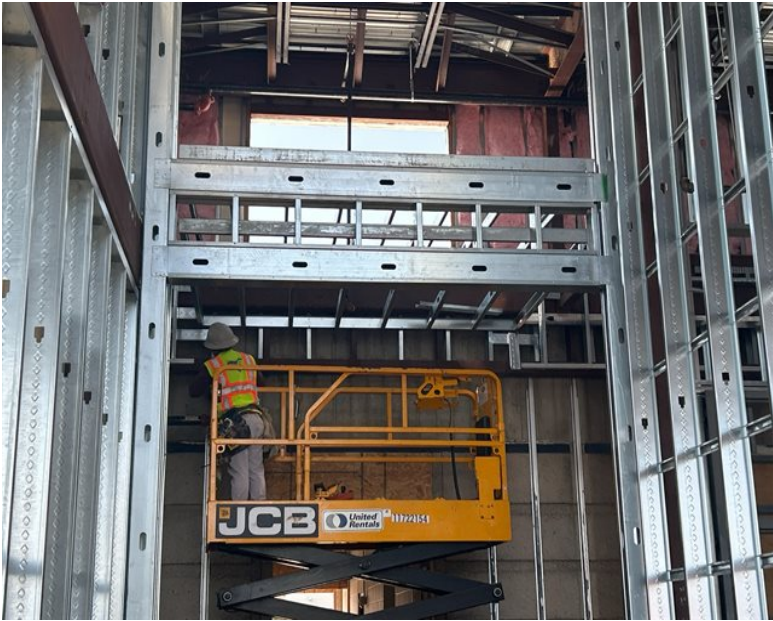
- Total Project Budget: \$15,107,765
- Project Cost to Date: \$12,394,326
- Total Construction Budget: \$12,372,216
- Construction Cost to Date: \$ 10,292,143

Project is in Budget

Welding and Workforce Education Buildings



Wood panel clouds at the Workforce Education Building



Welding Building Addition, Interior soffit framing in progress



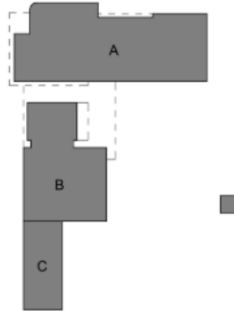
Roof at Welding Addition - Exterior waterproofing in progress.



Public Safety Careers

Completed Activities:

- Permanent power/transformer installation
- Training tower CMU



Project Milestones:

- Design Phase: July 2023 – June 2024
- Bidding: Aug 2024 – Oct 2024
- Construction Phase: Nov 2024 – Mar 2026
- Move In: Mar 2026 – May 2026

Project is on Schedule

Ongoing/Upcoming Activities:

- Brick and stone – Area A
- Window installation – All areas
- Metal Paneling – All Areas
- Air Handler Unit – Factory Start-up
- Burn Building Planning (Proposed Timeline):
 - May – Oct 2025: Lease Negotiation/Board Approval
 - Oct – Dec 2025: Design
 - Dec 2025 – Jan 2026: Subcontractor Bids
 - Mar 2026 – UTC: Construction

Project Costs:

- Total Project Budget: \$30,907,763
- Project Cost to Date: \$18,254,421
- Total Construction Budget: \$26,785,339
- Construction Cost to Date: \$15,519,887

Project is in Budget

Public Safety Careers



Soffit framing in progress – Area A



Motorized overhead doors installed at area A

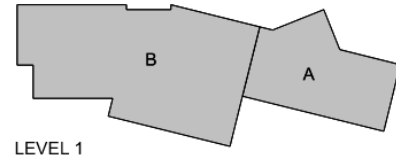


Framing and MEP rough in, complete at area B classroom

Corporate Training Center

Completed Activities:

- HVAC Equipment / mechanical room
- Exterior doors
- Sidewalk concrete pour



LEVEL 1

Project Milestones:

- Design Phase: Oct 2023 – July 2024
- Bidding: Aug 2024 – Oct 2024
- Construction Phase: Nov 2024 – Dec 2025
- Move In: Dec 2025 - Feb 2026

Project is on Schedule

Ongoing/Upcoming Activities:

- Soffit installation
- Electrical rough-in
- Drywall – Area B
- Interior painting
- Ceiling grid
- Fire alarm

Project Costs:

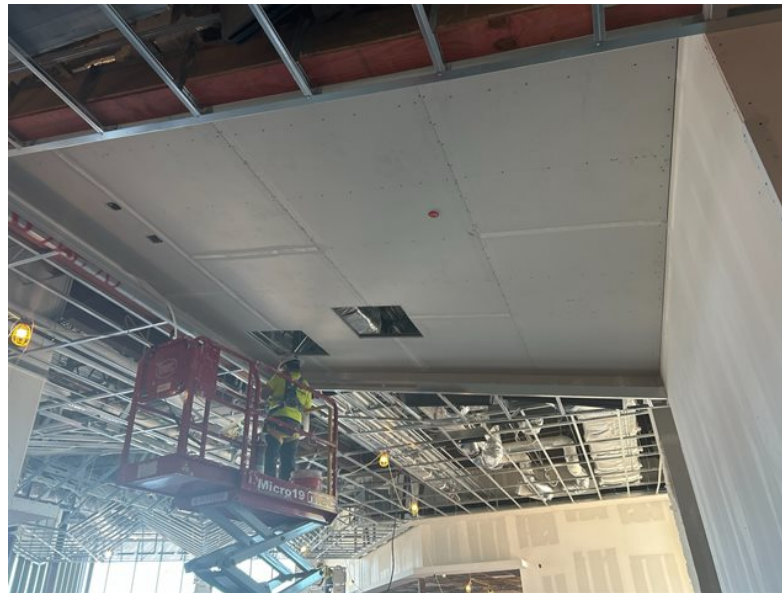
- Total Project Budget: \$14,791,197
- Project Cost to Date: \$ 6,963,855
- Total Construction Budget: \$13,007,057
- Construction Cost to Date: \$ 5,679,872

Project is in Budget

Corporate Training Center



High ceiling framing and MEP's at area A lobby in progress



Drywall at hard ceilings in progress.



Exterior soffits metal panels in progress

Campus Services Building

Completed Activities:

- CMAR Procurement and Contract

Project Milestones:

- Design Phase: Jan 2025 – Sep 2025
- Bidding: Nov 2025 – Jan 2026
- Construction Phase: Mar 2026 – Feb 2027
- Move In: Mar 2027 – May 2027

Project is on Schedule

Ongoing/Upcoming Activities:

- Design Development – October BoT meeting for approval

Project Costs:

- Total Project Budget: \$12,547,373
- Project Cost to Date: \$ 117,699
- Total Construction Budget: \$10,500,000
- Construction Cost to Date: \$ 0

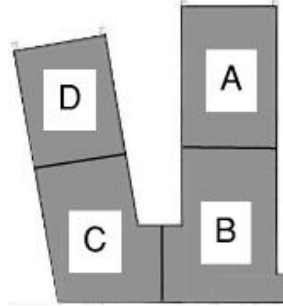
Project is in Budget



Library & Learning Center

Completed Activities:

- Building:
 - Area A: Footings, grade beams, plinths, drilled shafts complete.
 - Area B: Concrete footings, plinths and drilled shafts complete.
 - Area C: Concrete footings, plinths and drilled shafts complete.
 - Area D: Concrete footings, plinths and drilled shafts complete.
 - Site Utilities: Storm drainage complete at exterior of building. Storm tie-in near ICB complete.
 - Hydro excavation of hydronic piping near central plant complete.
- Demolition: No updates.



Project Milestones:

- Design Phase: Jul 2023 – Feb 2025
- Bidding: Feb 2025 – Mar 2025
- Construction Phase: Apr 2025 – June 2027
- Move In: July 2027 – Aug 2027

Project is on Schedule

Project Scope:

- LLC Building, Parking Lot D and Central Plant Upgrades; Monticello landscaping
- COMmons, site lighting, wayfinding/signage
- Demolition of LRC, Firing range, Building 11 (College Services) and racquetball court

Ongoing/Upcoming Activities:

- Building:
 - Area A: MEP underground nearly complete. Columns in progress. Prepping for slab pour week of 23rd.
 - Area B: Placing grade beams. MEP underground ongoing.
 - Area C: Placing grade beams. MEP underground ongoing.
 - Area D: MEP underground to begin week of 23rd.
 - Site utilities: ongoing.
 - Tower crane foundation installation ongoing.

Project Costs:

- Total Project Budget: \$ 129,811,536
- Project Cost to Date: \$ 14,003,131
- Guaranteed Maximum Price: \$ 101,854,219
- Construction Cost to Date: \$ 7,923,321

Project is under budget

* TPC and GMP reflect increased scope of Parking Lot D, Cooling Tower Replacement and Monticello improvements (north side). Cost of remaining scope to be finalized Spring 2026.

Library & Learning Center

Completed Activities:

- COMmons: 100% Design Development page turn with all departments held August 28.
- Detailed signage and wayfinding meeting held August 28.
- Detailed phasing meeting held September 19.

Project Milestones:

- Design Phase: Jul 2023 – Feb 2025
- Bidding: Feb 2025 – Mar 2025
- Construction Phase: Apr 2025 – June 2027
- Move In: July 2027 – Aug 2027

Project is on Schedule

Ongoing/Upcoming Activities:

- COMmons, site lighting, wayfinding/signage and demo package:
 - CMAR is doing Design Development cost estimate.
 - COMmons is expected to be slightly over budget. Items are being costed so that COM can review and adjust scope.
- COMmons package scope:
 - COMmons
 - Site Lighting
 - Demolition of 4 buildings

Reflection Garden
Signage and Wayfinding

Project Costs:

- Total COMmons Project Budget: \$ 12,535,401
- Total COMmons Construction Budget: \$ 9,952,471
- Future GMP amendment for this scope to be presented fall 2025 with bid award spring 2026.



Library & Learning Center



Building footings and column assembly in progress



Under slab utilities in progress



Tower crane foundation, and structure ready to assemble.

Infrastructure – Parking Lots and Underground Utilities

Completed Activities:

- Phase 1(Lot C) – Complete & Phase 2 (Lot B) – Complete (replace some palm trees under warranty)
- Fred Taylor Drive – Opened August 18
- Pond expansion (excavation) complete.
- Lot A - Concrete pour 9/3, 9/5, 9/9 and 9/11 (majority of the lot).

Ongoing/Upcoming Activities:

- Phase 3 (Fred Taylor):
 - Landscaping to begin.
- Phase 3 (Lot A and Lake Expansion):
 - Smaller concrete pours will be scheduled for the remaining areas.
 - The perimeter of the pond expansion, storm tie-ins, and perimeter track are ongoing.

Project Milestones:

- Phase 1 – Lot C and Underground Utilities:
 - Jul 2024 – Dec 2024
- Phase 2 – Lot B and Underground Utilities:
 - Dec 2024 – Apr 2025
- Phase 3 – Lot A and Lake Eckert Expansion:
 - Apr 2025 – Oct 2025

Project Costs:

- Total Project Budget: \$12,839,580
- Project Cost to Date: \$ 8,111,483
- Total Construction Budget: \$ 9,762,700
- Construction Cost to Date: \$ 7,541,240

Project is in Budget

Parking Lots A, B, C



Concrete placement at Lot A in Progress



Rebar detailing in progress Lot A



Northern section of Lot A concrete placement

Infrastructure – Reroof of Student Center and Conference Center

Completed Activities:

- Conference Center:
 - Complete
- Student Center:
 - Roof complete
 - Interior repairs to student area complete
 - Roof hatch complete
 - Roof ladder installed.

Project Milestones:

- Construction Phase: Sep 2024 – August 2025

Ongoing/Upcoming Activities:

- Student Center:
 - Roof Ladder – rework of some electrical conduit that conflicts with roof ladder access.

Project Costs:

- Total Project Budget: \$1,727,985
- Project Cost to Date: \$1,355,571
- Total Construction Budget: \$1,506,223
- Construction Cost to Date: \$1,306,143

Project is in Budget

Infrastructure – Fine Arts Electrical Upgrades

Completed Activities:

- August BOT awarded project to Vaughn
- Project came in under budget

Project Milestones:

- Design Phase: Nov 2024 – July 2025
- Bidding: Aug 2025-Sept 2025
- Construction Phase: Oct 2025 – Feb 2026

Ongoing/Upcoming Activities:

- Abatement being coordinated.
- Contract being finalized.
- Schedule for work coordinated with COM staff. Classroom and electrical to begin Dec 6. Work will be complete by Jan 2, 2026.
- Theatre and makeup area to begin mid-November and be complete by Feb. 12

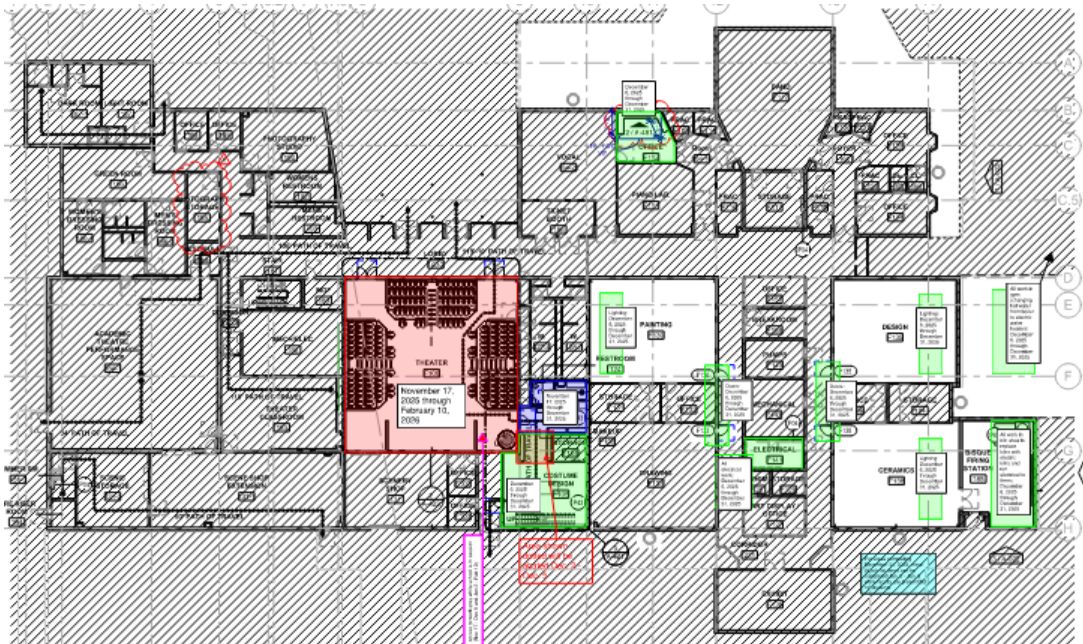
Project Costs:

- Total Project Budget: \$1,944,440
- Project Cost to Date: \$ 98,492
- Total Construction Budget: \$1,500,000
- Construction Cost to Date: \$ 0

Project is under Budget



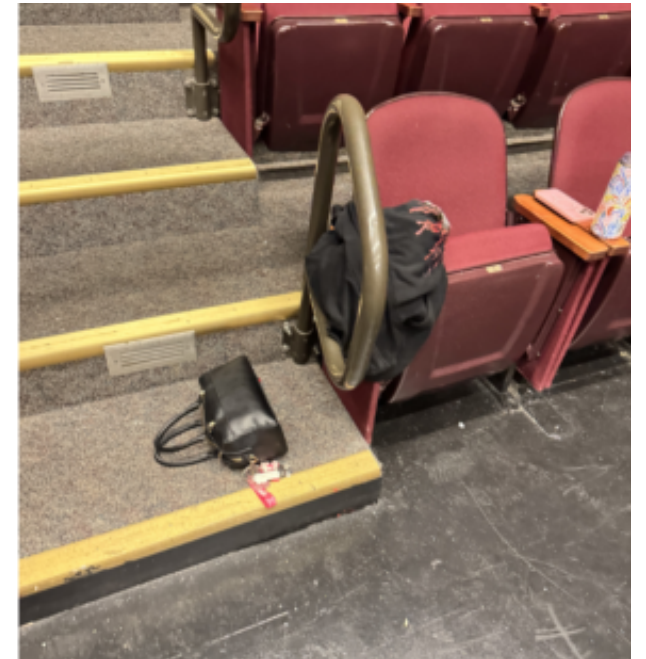
Infrastructure – Fine Arts Electrical Upgrades



Scope of work in Fine Arts building



Main Performance Theatre seating to be refurbished



Bond Campus Furniture

Completed Activities:

- Vendor contract recommendations approved at March BOT
- Purchase orders issued to vendors
- WELD/IE order placed

Project Milestones:

- Design Phase: Apr 2024 – Sep 2024
- Bidding: Jan 2025 – Feb 2025
- Procurement: Jan 2025 – Mar 2025
- Installation Phase: Per Project

Ongoing/Upcoming Activities:

- Corporate Training Center furniture order to be placed
- Lectern alternate being finalized

Project Costs:

- Total FF&E Budget: \$11,531,102
- Total Furniture Budget: \$ 8,000,000
- Purchase Order Total: \$ 5,905,039
- Project Cost to Date: \$ 325,100

Project is under Budget



Questions?



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: September 22, 2025

Subject: Interlocal Agreement with Galveston County Emergency Services District (GCESD) 2 for the construction of a new Class A Burn Building

AGENDA ITEM DESCRIPTION

Approval of the Interlocal Agreement with Galveston County Emergency Services District 2 to construct a Class A Burn Building on GCESD 2 owned property in Santa Fe, Texas.

PURPOSE

To allow College of the Mainland to construct a Class A Burn Building for live fire training for firefighter education instruction, and related services.

BACKGROUND

The 2023 Bond initiative included the development of a Class A Burn Building as part of the Public Safety Careers project. While initial plans involved construction at the College of the Mainland (COM) main campus, the Texas City Engineering Department would not issue a permit for the project. Galveston County Emergency Services District No. 2 subsequently offered a vacant property at 11800 22nd Street, Santa Fe, Texas, for the facility.

COM entered negotiations with Galveston County Emergency Services District No. 2 (GCESD 2), resulting in an Interlocal Agreement granting COM the right to construct and occupy the burn building on the site for a term of twenty-five (25) years at no cost. At the end of the lease period, ownership of the facility will be vested in GCESD2. COM will be responsible for the construction costs associated with the burn building. Santa Fe Fire and Rescue shall have no cost access to the facility as agreed between the parties. Additionally, COM may offer access to other fire departments at a fee.

FUNDING SOURCE

2023 Bond Funds

PROPOSED MOTION

“I move the board approve entering the interlocal agreement for construction of the burn building and delegate to the president the authority to negotiate, finalize, and sign the final agreement.”

ATTACHMENT(S)

1. Interlocal Agreement with the Galveston County Emergency District 2

INTERLOCAL AGREEMENT

TERMS

This Interlocal Agreement (“Agreement”) is made and entered into on this _____ day of _____, 2025, by and between **Galveston County Emergency Services District No. 2** (“GCESD2”), a body corporate and politic under the laws of the State of Texas, and **College of the Mainland** (“College”), a political subdivision, local governmental entity, and public junior college organized pursuant to Chapter 130 of the Texas Education Code, pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Sec. Ch. 791.001, *et seq.* GCESD2 and College may each be referred to herein individually as a “Party” or collectively as the “Parties.”

PURPOSE

The purpose of this Agreement is to contract for the performance of governmental functions and services, including outlining the responsibilities of GCESD2 and College in regard to the construction and operation of a Class A burn structure for purposes of providing live fire training for firefighter education, instruction, and related services as well as other educational purposes which will benefit the local community (“Burn Building”).

RECITALS

The Parties desire College to construct a Class A Burn Building (the “Project”) at 11800 22nd Street, Santa Fe, Texas (the “Site”) owned by GCESD2 and located in Galveston County as further described in Exhibit A, attached hereto and incorporated by reference herein.

The Parties, each acting in its capacity as a governmental entity, acknowledge that this Agreement serves important public purposes, including providing first-class firefighter training for COM students and local fire departments. This training enhances emergency response capabilities and public safety throughout Galveston County, directly benefiting its residents. The Site will also be used for education, instruction, and related services that support community preparedness and protection, creating meaningful benefits for both Parties and the broader public they serve (“Services”).

NOW, THEREFORE, GCESD2 and College, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do mutually agree as follows:

I. Responsibilities of the Parties

A. College’s Duties and Rights

1. College will design, construct, and operate Burn Building on Site. Notwithstanding any provision herein, College may use Site for any and all lawful purposes, including educational purposes, and shall not be restricted to operation of the Burn Building at the Site.
2. College will not knowingly do or allow to be done anything on the Site in violation of any laws, ordinances, rules, regulations, or College Board Policy.

3. College shall have no responsibility for any conduct or behavior of GCESD2 while on Site, nor any of GCESD2's employees, agents, representatives, invitees, patrons, or guests or any other person who is not an employee, patron, guest, agent, or independent contractor of College.
4. College shall be responsible for and pay all taxes, charges, fees, licenses and permits or penalties whether federal, state, or local, associated with the provision of Services pursuant to this Agreement except that GCESD2 shall be responsible for and pay any taxes, charges, fees, licenses, certifications, and permits or penalties whether federal, state, or local which are (1) caused by GCESD2 or any of their employees, agents, representatives, invitees, patrons, or guests, or (2) not associated with the provision of Services pursuant to this Agreement.
5. College will provide design, construction, and renovations to the Site, provided through itself or through one or more contractors, including, but not limited to, construction of the Burn Building and related improvements.
6. College will be responsible for obtaining all required permits and jurisdictional approvals for Burn Building construction. GCESD2 agrees to provide such documentation and/or reasonable assistance as may be required to obtain said permits and approvals.
7. College shall be solely responsible for procuring, contracting, and overseeing the construction and renovations to the Site that are required for the performance of Services by College pursuant to this Agreement. GCESD2 shall continue to retain ownership of the land. College shall maintain ownership of the Burn Building, including after construction and any future additional improvements to the Burn Building for the Term of this Agreement.
8. After final completion of the construction of the Burn Building and related improvements, College shall have the right to make additional improvements, installations, additions, and constructions on Site after College receives written approval from GCESD2. College shall have and shall retain (throughout the Term of this Agreement and upon the termination or other expiration of this Agreement) sole ownership of all personal property within or on the site of the Burn Building, including, without limitation, the equipment (hoses, ladders, equipment, etc.), furniture, tools, and technology. GCESD2 agree that College's property (including without limitation all equipment, technology, hoses, furniture, fixtures, and personal property created and/or placed in and on the Site by College) may be removed by College at the termination or expiration of this Agreement (or at such earlier time as such property may no longer be needed for the provision of Services by College at the Site), even though the same may be attached or fixed to the Site. Within one hundred eighty (180) days of the termination or expiration of this Agreement, College shall have the right to remove its installations, furnishings, fixtures, personal property, and equipment from the Site (collectively, "College's Equipment"), to the extent that College's Equipment can be removed without structural or unrepairable damage to the Site (and College in any event being responsible for repairing any damage caused by such removal). College shall repair any damage done to the Site caused by College's removal of College's Equipment no later than two hundred ten (210) days of the expiration or termination of this Agreement. In the event College fails, neglects or refuses to remove its property from GCESD2's premises within one hundred eighty (180) days after the expiration or termination of this Agreement, College's Equipment shall be deemed abandoned and GCESD2 shall have the right to remove and dispose of said property, without incurring any liability to College, and shall be entitled to reimbursement from College for reasonable removal and disposal costs incurred by GCESD2 in connection with the removal or disposal of such property from the Site.

9. College shall use and occupy the Burn Building to provide educational/training Services for its students and shall, at its sole discretion, provide access to the facility for other agencies consistent with its educational mission, and other lawful purposes. Under no circumstances shall College be liable for any personal injury (including without limitation injury, sickness, disease, or death) or damage to any persons or property on the Site, whether or not occasioned during provision of Services contemplated by this Agreement. The Parties acknowledge the inherent risks of firefighting activities, and College may, in its sole discretion, require all individuals participating in firefighting and/or firefighting-related activities at the Burn Building to complete a waiver or other form of agreement.
10. College shall have the right to use the driveways, walkways, entrances, parking lots, and other areas on the Site for the purposes outlined herein.
11. College shall at all times during the Term hereof, at its own cost and expense, keep the Burn Building facility and the portion(s) of the Site being used exclusively by College in good and reasonable operating condition and repair, and in such condition as may be required by law. College shall be responsible for, maintain, pay for, and provide for, at its sole cost and expense, all costs associated with the Burn Building facility and the portion(s) of the Site being used exclusively by College including, without limitation, insurance, security, custodial services, maintenance, pest control, landscaping and lawn care, signage, access and egress costs, and the cost of all utilities (gas, electric, water, sewer, and telecommunications), except those costs that are specifically and explicitly made the responsibility of GCESD2 in this Agreement.
12. College shall be responsible for safeguarding all of College's Equipment, and GCESD2 shall have no responsibility for the safety or security of College's Equipment. College shall provide Notice to GCESD2 of any need for repair or replacement in order to restore to good and reasonable operating condition and repair and/or to such condition as may be required by law, any portion of the Site not being used exclusively by College but necessary for access to the Burn Building and/or other portions of the Site being used by College by College representatives and recipients of College's Services pursuant to this Agreement (*e.g.*, roads, public rights of way, utilities, drainage, sidewalks, street lights, traffic lights, required public/road signage), in order that GCESD2 may promptly make such repair or replacement.
13. College will determine, in its sole discretion, the days of the week and times during which Services will be provided upon completion of the Burn Building. College may, at any time and in its sole discretion, change the days and hours Services are available based on changes in demand for the Services, College staffing availability, or other considerations. College representatives, staff, personnel, and the like may access and use the Site at any time during the Term of this Agreement for the purposes outlined herein; College's access and use are not limited by the hours during which Services are offered. As the owner and operator of the Burn Building, College shall be responsible to pay for, the costs of operating the Burn Building (including administrative personnel, firefighting instructors, firefighting equipment (hoses, tools, helmets, and the like), and the costs of purchasing, any items used in the Burn Building operations), except those operational costs that are made the responsibility of GCESD2 in this Agreement.

14. College is a political subdivision and has limited liability in accordance with the Texas Tort Claims Act (Texas Civil Practice and Remedies Code §§ 101.001 *et seq.*). College shall acquire and maintain insurance coverage in the types and amounts reasonably necessary and appropriate to protect College (taking into consideration the activities it conducts and the risks it assumes under this Agreement) and fulfill its obligations under this Agreement.

B. GCESD2's Duties and Responsibilities

1. GCESD2 grants College the exclusive right to use the Site, and under no circumstances shall GCESD2 contract for, invite, or permit any other individual or entity to use the Site if such use would interfere with the College's use of the Site during the Term of this Agreement, except as provided in Section VI.A. "Additional Use."
2. GCESD2 shall assume full responsibility for the ongoing operation, maintenance and repairs of the public road right of way to Site and be responsible for, maintain, pay for, and provide for, at its sole cost and expense, all portions of Site not being exclusively used by College ("Common Areas"). GCESD2 shall keep Common Areas in good and reasonable operating condition and repair, and in such condition as may be required by law. All such repairs or replacements that GCESD2 is responsible for shall be performed promptly by GCESD2 and in such a manner as to minimize any disruption or other impact upon the Services performed by College pursuant to this Agreement. If any disruption to or other impact upon the Services is required as a result of such repairs or replacements, written Notice (as hereinafter defined) of such anticipated disruption or other impact must be given to College as soon as practicable and in no event less than ten (10) College business days prior to the start of the disruption or other impact (with the exception of an emergency repair or replacement requiring immediate attention). If a disruption to or other impact upon the Services lasts longer than thirty (30) calendar days, College shall have the right, in its sole discretion, to terminate this Agreement pursuant to the terms of Section IV, "Term and Termination."
3. GCESD2 will continue to retain ownership of the Site. GCESD2 shall not execute or otherwise enter into any transfer of title, lease, lien, pledge, assignment, transfer, sale, mortgage, encumbrance, third-party contract, or any other obligation pertaining to Burn Building or Site without the prior written consent of College, which consent may not be unreasonably withheld by College.
4. GCESD2 assumes full and sole responsibility for the actions of their employees, agents, representatives, personnel, invitees, patrons, contractors, subcontractors, and guests and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. GCESD2 agrees that College has and shall have no responsibility for any conduct of GCESD2 or any of their employees, agents, representatives, personnel, invitees, patrons, contractors, subcontractors, or guests.
5. GCESD2 will not knowingly do or allow to be done anything on the Site or Common Areas in violation of any laws, ordinances, rules, or regulations, nor shall GCESD2 use, keep, or allow the Site or any portion thereof to be used or occupied for any unlawful purpose and shall not knowingly allow any act to be done or any condition to exist within the Site or any portion thereof, or knowingly permit any article to be brought therein, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto. If GCESD2

becomes aware of any unlawful behavior by its employees, patrons, guests, agents, or independent contractors, GCESD2 will take reasonable measures to address and attempt to remedy the violation.

6. Excluding normal wear and tear, to the extent allowed by law, GCESD2 shall be responsible for and shall reimburse College for any and all damages or losses to College's facilities, personal property, or any other College property caused by GCESD2 or GCESD2's employees, patrons, guests, agents, or independent contractors. Payment for such damages shall be due and payable within thirty (30) days of receipt of the invoice setting forth the itemized damages and costs of repair/replacement, including receipts and/or quotes. College is not responsible for any damage to, loss or theft of any property, personal or otherwise, personal injury or bodily injury sustained by GCESD2 or their employees, patrons, guests, agents or independent contractors within the Site, except as caused by College and/or its employees, patrons, guests, agents, or independent contractors, subject to all immunities and limitations provided to both Parties under the Constitution and laws of the State of Texas. Under no circumstances shall College be liable for any personal injury (including without limitation injury, sickness, disease, or death) or damage to any persons (including without limitation members of the public) or property on the Site, whether or not occasioned during provision of Services contemplated by this Agreement. GCESD2 shall be responsible for safeguarding all of its property and equipment, and College shall have no responsibility for the safety or security of GCESD2's property or equipment.
7. GCESD2 shall acquire and maintain insurance with a responsible insurance company or companies, insuring against liability for bodily of personal injury or death or damage to property, provided that GCESD2 may meet this requirement through maintenance of a self-insurance program.

II. Funding

College shall be responsible for all costs associated with the construction, maintenance, and operation of the Burn Building. The Parties acknowledge that College shall build Burn Building with Bond funds and that subsequent funding shall be subject to the limitations set forth in Section III. GCESD2 agrees to provide College use of Site rent-free for the duration of this Agreement.

III. Limitation of Appropriation

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on College by this Agreement, College shall have the right to terminate this Agreement without default or liability to GCESD2 resulting from such termination, effective as of the expiration of each budget period of College if it is determined by College, in College's sole discretion, that there are insufficient funds to extend this Agreement and/or to continue to provide the Services.

IV. Term and Termination

- A. This Agreement becomes effective when approved by the governing bodies of GCESD2 and College and remains in effect for a period of twenty-five (25) consecutive years from the Effective Date ("Term"). Thereafter, this Agreement may be renewed for successive five (5) year terms (each a "Renewal Term") upon mutual written agreement of the Parties, contingent upon approval of the Parties' governing bodies, as may be required.

B. This Agreement may only be terminated upon mutual written agreement of the Parties.

C. Except as otherwise provided in this Agreement, (1) College shall maintain ownership of the Burn Building and any other improvements until such time as the expiration or earlier termination of this Agreement, and (2) College shall, upon any termination or expiration of this Agreement, well and truly surrender and deliver up the Burn Building into the possession and use of GCESD2 without delay and in good order, condition and repair, ordinary wear and tear excepted free and clear of all lettings and occupancies and free and clear of all encumbrances, other than those existing on the date hereof, subject to College's rights to remove College's Equipment pursuant to Section I above.

V. Liability of the Parties

To the extent allowed by law, each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control, to the extent permitted by law.

VI. Santa Fe Fire and Rescue Usage

The Parties agree that the Santa Fe Fire and Rescue shall be allowed to use the Site for scheduled training events or other related activities at such times and under such terms as agreed to by the parties, which use shall be at no cost to Santa Fe Fire and Rescue.

The Parties further agree that other government agencies and private entities may be allowed to use the Site for scheduled training events or other activities at the sole discretion of the College and in accordance with College policies and procedures (including, without limitation, fee schedules set by College for facility use.) College may develop a request form for use by governmental entities, non-profit groups, and other groups/individuals interested in using the Site and shall receive, review, and approve or disapprove (in College's sole discretion) requests for such uses so it does not conflict with College's use of the Site pursuant to this Agreement. College may require government agencies and/or private entities desiring to use the Site for scheduled events or other activities to enter into a Facilities Use Agreement developed by College, in its sole discretion, that includes use fees (if applicable), insurance requirements, waiver and liability provisions, and the like. College shall be entitled to all funds received for use of the Site.

VII. Miscellaneous

A. Successors and Assigns; Non-Assignability. GCESD2 and the College bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither GCESD2 nor College shall sell or assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party. Any attempted assignment by a Party without the other Party's prior written consent shall be null and void.

B. Notice. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered via hand delivery to the address below, or (b) deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to GCESD2 or College at the following addresses:

College: College of the Mainland
1200 N. Amburn Rd.
Texas City, Texas 77591
Attention: President, Helen Brewer
Email: _____

With a copy to: Christine Brasher
General Counsel and Chief Compliance Officer
1200 N. Amburn Rd.
Texas City, Texas 77591
Email: cbrasher1@com.edu

GCESD2: Galveston County Emergency Services District

Attention: _____
Email: _____

With a copy to: _____

Email: _____

Any Notice given by mail hereunder is deemed given three (3) days after the date of deposit in the United States Mail, and any Notice delivered in person by hand delivery shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written Notice in advance of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

C. Independent Parties. It is the intention of the Parties to this Agreement that GCESD2 is independent of College and is not an employee, agent, joint venturer, or partner of College. College, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of GCESD2 for any purposes. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be interpreted or construed to constitute, create, or establish the relationship of employer and employee, agent, joint venturer or partner, associate, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Both Parties are an independent contractor and neither it, nor its employees, officers, or agents, shall be considered to be an employee, agent, partner, or representative of the other Party for any purpose. Neither Party has the power or authority to bind the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing. All rights to each Party's name, logo, and likeness shall remain the exclusive property of the respective entities holding such marks.

- D. No Third-Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. Neither Party is obligated or liable to any party other than the other Party for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any third-party beneficiaries or additional rights or remedies in any third party. Further, nothing contained in the Agreement shall be construed to operate in any manner whatsoever to confer upon or create rights or remedies upon any third party, increase the rights or remedies of any third party, or create or increase any duties or responsibilities of either Party with respect to any third party.
- E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, provision, covenant, condition, or liability hereunder, or the performance by any Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
- F. No Personal Liability; No Waiver of Immunity.
1. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of any Party.
 2. The Parties agree that no provision of this Agreement extends any Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
 3. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by either Party of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.
- G. Limitation of Liability. To the extent permitted by state and federal law, each Party's liability under this Agreement will be limited to direct damages and no Party shall be liable for indirect, consequential or exemplary damages except as otherwise expressly set forth herein.
- H. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Galveston, Galveston County, Texas.
- I. No Binding Arbitration; Right to Jury Trial. No Party agrees to binding arbitration, nor does any Party waive its right to a jury trial.
- J. Contract Construction.
1. The Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not authorize this Agreement.
 2. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

3. When terms are used in the singular or plural, the meaning shall apply to both.
 4. When either the male or female gender is used, the meaning shall apply to both.
- K. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- L. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party. Any and all other understandings between the Parties with respect to the subject matter hereof are hereby canceled and terminated. In the event of a conflict between or among the contract documents, the following hierarchy shall prevail: (1) the terms and conditions of this Agreement and (2) Exhibit A to this Agreement.
- M. Exhibit List. The following attachments are a part of this Agreement:
- Exhibit A: Description of the Site
- N. Any oral representations or modifications concerning this instrument shall not be effective. No amendment or modification to this Agreement is effective unless it is written and signed by duly authorized representatives of both Parties. Any such amendment or modification shall also be attached to and incorporated in this Agreement.
- O. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.
- P. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- Q. Multiple Counterparts. This Agreement may be executed in several counterparts. Each counterpart when so executed shall be deemed an original, but all counterparts shall together constitute but one and the same instrument.
- R. Execution. Each Party warrants that the undersigned is a duly authorized representative with the power to execute and bind his or her respective Party to this Agreement.
- S. Warranty. By execution of this Agreement, both Parties warrant that the duties accorded to themselves in this Agreement are within the powers and authority of each Party.
- T. Force Majeure. Neither Party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such Party and which by due diligence such Party is unable to prevent or overcome.

- U. Disputes. Any disputes between the Parties will first be brought to the attention of the representatives of GCESD2 and College listed in Section VI.C, entitled “Notice,” so that those representatives or their designees may begin negotiations in an attempt to reach a mutually agreeable resolution. Should such efforts fail to result in a solution satisfactory to all Parties, the governing law and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be as set forth in Section VII.I, entitled “Applicable Law and Venue.”
- V. Compliance with Applicable Law. The Parties agree to comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, as currently written and as may be amended from time to time by the authorities having jurisdiction over such matters, including, if applicable, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and prompt payment and licensing laws and regulations.
- W. Non-Discrimination. Parties will not discriminate against any person because of race, color, religion, national origin, sex, age, disability, or any other characteristic protected under applicable federal, state, or local laws.
- X. Texas Public Information Act.
1. The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov’t Code Ann. §§ 552.001 et seq., as amended (the “Act”). College expressly understands and agrees that GCESD2 shall release any and all information necessary to comply with Texas law without the prior written consent of College. GCESD2 expressly understands and agrees that College shall release any and all information necessary to comply with Texas law without the prior written consent of GCESD2.
 2. It is expressly understood and agreed that GCESD2 and College, their respective officers and employees may request advice, decisions and opinions of the Attorney General of Texas (“Attorney General”) in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to GCESD2/College (as applicable), whether or not the same are available to the public. It is further understood that GCESD2 and College, their officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that GCESD2 and College, their respective officers, and employees shall have no liability or obligations to College or GCESD2 (as applicable) for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to GCESD2 or College in reliance on any advice, decision or opinion of the Attorney General.
 3. In the event GCESD2 or College receives a written request for information pursuant to the Act that affects College’s or GCESD2’s rights, title to, or interest in any information or data or a part thereof, furnished to GCESD2 by College (or furnished to College by GCESD2) under this Agreement, then GCESD2 or College will promptly notify College or GCESD2 (as applicable) of such request. College or GCESD2 may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. College and GCESD2, respectively, are solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. College and GCESD2, respectively, are solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
 4. Electronic Mail Addresses. College and GCESD2 affirmatively consent to the disclosure of their e-mail addresses that are provided to each other, including any agency or department of either GCESD2 or College. This consent is intended to comply with the requirements of the Act and

shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by College and GCESD2 and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, this instrument has been executed on behalf of Galveston County Emergency Services District by a duly authorized representative of Galveston County Emergency Services District, and on behalf of the College of the Mainland by a duly authorized representative of the College of the Mainland.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT

COLLEGE OF THE MAINLAND

By: _____

By: _____
Helen Brewer, Ph.D.
President

EXHIBIT A

INSERT BEFORE EXECUTION



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: September 22, 2025

Subject: Change Order 001 to Contract 23-31 for an Amount of \$731,030.44

AGENDA ITEM DESCRIPTION

Approval for Change Order 001 contract 23-31 for Door Security Upgrades to multiple College of the Mainland buildings in the amount of \$731,030.44 and extend the contract substantial completion date.

PURPOSE

Provide Door Security Upgrades (Access Control) for multiple buildings across the College of the Mainland campus and extend the contract substantial completion date.

BACKGROUND

On October 10, 2023, COM advertised a Request for Proposal (RFP) for Door Security Upgrades for existing campus buildings. As a result, the initial RFP was not recommended for award as the evaluation of the two (2) proposals received were deemed non-responsive in meeting COM door security requirements. Therefore, COM engaged Joiner Architects to assist in the development of more in-depth specifications and drawings to release in a 2nd RFP advertised on April 30, 2025. As a result, two (2) responses were received lacking significant construction phases of the requirements necessary to implement the door security upgrades requested. Based on the above, LAN advised COM to consider a request for pricing from Pogue Construction under the Welding & Industrial Education projects given their existing presence on campus and Pogues partnership with Joiner. COM requested Joiner issue a Change Proposal Request (CPR) to Pogue for the subject scope. Pogue responded with a Change Order proposal which includes the full scope of work providing security access systems to the STEM Building, Student Center, LRC Building, Fine Arts Building, and the Mainland City Center.

Based on the foregoing, COM Administration recommends approval of this Change Order as Pogue Construction is currently mobilized on campus with knowledge of the existing campus sites

under renovation. In addition, the Door Security Upgrades will extend the substantial completion of current contract for the Welding & IE project by 93 days. Within the 93 day extension, the substantial completion date for the Welding Building Addition will be extended by 60 days due to the back order of exterior metal panels. Adding the door security scope does not significantly impact the substantial completion date of the current contract with Pogue. Acceptance of this Change Order will increase contract 23-31 for an additional \$731,030.44 for a revised GMP amount of was for \$13,902,354.44 as follows:

Welding Building & Industrial Education Building (included Alternate 1: Racquetball Court Renovation)	\$12,372,216	2023 Bond Funds
Alternate 2: Doyle Admin Building (VP Suite & Marketing Suite)	\$799,108	Fund Balance
TOTAL GMP AMOUNT:	\$13,171,324	
Change Order 01: Door Security Upgrades (Access Controls)	\$731,030.44	Fund Balance
NEW CONTRACT AMOUNT:	\$13,902,354.44	

FUNDING SOURCE

2026 Fund Balance

PROPOSED MOTION

“I move the Board of Trustees approve Change Order 001 to Contract 23-31 to Pogue Construction, Inc. for Door Security Upgrades/Access Control in the amount of \$731,030.44.”

ATTACHMENT(S)

1. Change Proposal Request from Pogue Construction



POGUE - Pogue Construction Co., LP

PCI Breakdown

PCI #:PCI065

Cost associated with providing the door security upgrades throughout the campus in accordance with CPR 67.1.

College of the Mainland Foundation COM Welding & Industrial Renovations & Additions Texas City, TX 77591	Project Code: 2064 Tel: Fax:
---	---

Company	Cost Code	Type	Description	Quoted Amount
Pogue Construction Co., LP	000102	L	SENIOR PROJECT MANAGER	3,393.00
Pogue Construction Co., LP	000106	L	ASSISTANT PROJECT MANAGER	9,722.00
Pogue Construction Co., LP	000114	L	SUPERINTENDENT	32,773.00
Pogue Construction Co., LP	000116	L	ASSISTANT SUPERINTENDENT	20,819.00
Pogue Construction Co., LP	000230	M	INTERNET	260.00
Pogue Construction Co., LP	000236	M	PLANGRID	250.00
Pogue Construction Co., LP	000238	M	GC PAY	300.00
Pogue Construction Co., LP	000366	M	CLEAN-UP (CONTINUOUS)	2,052.00
Pogue Construction Co., LP	001410	M	POGUE INSURANCE	3,000.00
Pogue Construction Co., LP	001420	M	POGUE P&P BOND	11,000.00
Pogue Construction Co., LP	001600	F	CMAR FEE	23,804.00
Pogue Construction Co., LP	001612	M	BUILDING PERMIT	2,460.00
Ashford Glass & Mirror	088100	S	GLASS & GLAZING	471,225.00
TC Construction	090000	S	DRYWALL	8,500.00
DTA Electric	260000	S	ELECTRICAL	8,112.72
DSC	272000	S	VOICE & DATA	133,359.72

PCI Total Quoted Amount: 731,030.44

College of the Mainland
Campus Wide Door Security Upgrades (CPR 67)
Breakdown per Building

Description	STEAM Bldg	Student Center	LRC Building	Gym	Fine Arts	Cosmotology	Total
Storefront/Doors/Hardware	\$19,125.00	\$20,000.00	\$221,140.00	\$70,040.00	\$140,920.00		\$471,225.00
Hardware Installation		\$2,000.00		\$1,500.00		\$500.00	\$4,000.00
Painting		\$2,000.00	\$2,500.00				\$4,500.00
Electrical	\$2,950.16	\$1,112.00	\$3,050.56		\$1,000.00		\$8,112.72
Access Control	\$29,400.00	\$6,350.72	\$34,800.00	\$11,759.00	\$22,050.00	\$29,000.00	\$133,359.72
Insurance/Bond	\$800.00	\$850.00	\$6,000.00	\$2,500.00	\$3,850.00		\$14,000.00
Total per Building	\$52,275.16	\$32,312.72	\$267,490.56	\$85,799.00	\$167,820.00	\$29,500.00	
General Conditions							\$95,833.00
Total Cost of CPR 67.1							\$731,030.44

DTA ELECTRIC

4321 Sherwood Lane
Houston, Tx. 77092
Phone: 832-633-4270
Fax: 713-880-0239
jesus@dtaelectric.com

QUOTATION

QUOTE #	DATE
CPR 67	8/6/25
CUSTOMER ID	VALID UNTIL
	9/5/25

CUSTOMER INFO

Pogue Construction
Omar Mendoza
College Of Mainland -

Prepared By: JESUS TORRES

DESCRIPTION OF WORK

ELECTRICAL COST CPR 67

ITEMIZED COSTS	UNIT	QTY	UNIT PRICE	AMOUNT
Juction Box/Ring	E	28	10.00	280.00
1" EMT Conduit/Flex Conduit	Ft	300	2.00	600.00
Fitting & Support	Lot	1	100.00	100.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
LABOR (\$55.00/HR)	HR	112	55.00	6,160.00
<i>Thank you for your business!</i>			SUBTOTAL	7,140.00
			42% LABOR BURDEN	2,587.20
			10% MARK UP	972.72
			TOTAL QUOTE	\$ 8,112.72

This quotation is not a contract or a bill. It is our best guess at the total price for the service and goods described above. The customer will be billed after indicating acceptance of this quote. Payment will be due prior to the delivery of service and goods. Please fax or mail the signed quote to the address listed above.

Customer Acceptance

<input checked="" type="checkbox"/>		
Signature	Printed Name	Date

If you have any questions, please contact JESUS TORRES 832-633-4270 jesus@dtaelectric.com



Change Proposal Sheet

DSC
1511 Upland Drive
Houston, TX 77043

Page (1 of 5)
September 8, 2025

Attention:	Pogue Construction
Change Proposal #:	CPR67
Project Name:	Doyle Admin
Project Location:	College of the Mainland

Drawings:
N/A

Summary of Work for this Change Proposal

DSC will add card readers at the following

4 Card Readers at Steam

1 Card Readers at the Student Center

8 Card Readers at Learning Resource

2 Card Readers at the Gym

3 Card Readers at the Fine Art Center

4 Card Readers at the Cosmotology

Door Contacts are SPST and only tie to the access control system

Inclusions:

Access Control material, equipment, and labor

Exclusions:

electrical work, electric door hardware, door hardware installation, rough-in

Change Proposal Valid for **30** Days.

ESTIMATE / CHANGE PROPOSAL SUMMARY

DSC
1511 Upland Drive
Houston, TX 77043

Page (2 of 5)
September 8, 2025

Attention: Pogue Construction
Change Proposal #: CPR67
Project Name: Doyle Admin
Project Location: College of the Mainland

A. Description of Work for this Change Proposal
See Cover Sheet.

B. Time increase for this Change Order is 0 calendar days

C. COST SUMMARY

Estimated Materials	Page 2	<u>\$51,717.00</u>
Quoted Equipment	Page 2	<u>\$0.00</u>
Subcontract	Page 2	<u>\$0.00</u>
Total Labor Cost With Burden <u>518.75</u> Hr's		<u>\$48,614.76</u>
Hoisting / Rigging / Equipment Rental Cost	Page 2	<u>\$0.00</u>
Other Direct Costs	Page 3	<u>\$20,904.35</u>

D. TAX

New Construction	<u>0.00%</u>		<u>\$0.00</u>
		Cost	<u>\$121,236.11</u>

E. OVERHEAD

	<u>5.00%</u> % of Cost		<u>\$6,061.81</u>
		Sub Total	<u>\$127,297.91</u>

F. PROFIT

	<u>5.00%</u> % of Cost Plus OH		<u>\$6,061.81</u>
		Sub Total	<u>\$133,359.72</u>

G. WARRANTY

	<u>0.00%</u>		<u>\$0.00</u>
		Sub Total	<u>\$133,359.72</u>

H. MAJOR SUBCONTRACT

	<u>5.00%</u>		<u>\$0.00</u>
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I. GENERAL LIABILITY

	<u>0.00%</u>		<u>\$0.00</u>
		Grand Total	<u>\$133,359.72</u>

J. BOND

	<u>0.0%</u>		<u>\$0.00</u>
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K. CREDITS/DEDUCTS

Labor (Hr's/\$)	<u>0.00</u>	<u>\$0</u>			
Material	<u>\$0.00</u>	<u>Quote/Subcontract</u>	<u>\$0.00</u>		<u>\$0.00</u>

L. RENOVATION SALES TAX

	<u>0.00%</u>		<u>\$0.00</u>
		Total Price	<u>\$133,359.72</u>

ESTIMATE ITEMS

DSC
1511 Upland Drive
Houston, TX 77043

Page (3 of 5)
September 8, 2025

Attention: Pogue Construction
Change Proposal #: CPR67
Project Name: Doyle Admin
Project Location: College of the Mainland

1. MATERIALS	\$51,717.00	
Estimate Materials		\$51,717.00
-----		\$0.00
-----		\$0.00
Misc Material		\$0.00
-----		\$0.00
2. EQUIPMENT	\$0.00	
-----		\$0.00
-----		\$0.00
-----		\$0.00
-----		\$0.00
3. SUBCONTRACT	\$0.00	
Tele/Data		\$0.00
-----		\$0.00
Fire Alarm		\$0.00
-----		\$0.00
Security		\$0.00
-----		\$0.00
Other		\$0.00
-----		\$0.00
4. HOISTING/RIGGING/EQUIP RENTAL	\$0.00	
Scaffolds		\$0.00
-----		\$0.00
Scissor Lifts / JLG		\$0.00
-----		\$0.00
Hoisting / Crane		\$0.00
-----		\$0.00
Rigging		\$0.00
-----		\$0.00
Boom Truck		\$0.00
-----		\$0.00
Fork Lift / Lull		\$0.00
-----		\$0.00
Trencher		\$0.00
-----		\$0.00
Bucket Truck		\$0.00
-----		\$0.00
Backhoe		\$0.00
-----		\$0.00
5. MAJOR SUBCONTRACT	\$0.00	
Tele/Data		\$0.00
-----		\$0.00
Fire Alarm		\$0.00
-----		\$0.00
Security		\$0.00
-----		\$0.00
Other		\$0.00
-----		\$0.00

EXPENSE SUMMARY

DSC
1511 Upland Drive
Houston, TX 77043

Page (4 of 5)
September 8, 2025

Attention: Pogue Construction
Change Proposal #: CPR67
Project Name: Doyle Admin
Project Location: College of the Mainland

		NO	
1. PERMIT			\$0.00
2. LOST TIME			\$4,861.48
3. PROJECT SUPERVISION	25.94 Hours		\$2,430.74
4. PROJECT MANAGER	25.94 Hours		\$2,430.74
5. PREMIUM TIME			\$0.00
6. TRAVEL/MEALS/PERDIEM			\$0.00
7. PARKING			\$0.00
8. CLERK/PROJECT ENGINEER	5 Hours		\$486.15
9. TEMPORARY ELECTRIC			\$0.00
10. OVERTIME	0.00 Hours @ \$ 46.86		\$0.00
11.			\$0.00
12. OFFICE TRAILER			\$0.00
13. STORAGE TRAILER			\$0.00
14. TELEPHONE CHARGES			\$486.15
15. UTILITY & SANITARY CHARGES			\$0.00
16. BLUEPRINTS			\$0.00
17. OFFICE SUPPLIES			\$0.00
18. MISC/SMALL TOOLS			\$486.15
19. HAULING TO REMOTE SITE			\$0.00
20. SPECIAL TOOLS			\$0.00
21. ENGINEERING CHARGES			\$0.00
22.			\$0.00
23. DRAFTING	51.88 Hours		\$4,861.48
24. JOB-SITE TRUCK/FUEL & MAINT			\$0.00
25. MATERIAL MAN	0.00 Hours		\$0.00
26. FAX/COMPUTER/COPIER			\$0.00
27. TESTING			\$0.00
28. PRE-FAB LABOR/CLEAN-UP	51.88 Hours		\$4,861.48
29.			\$0.00
30.			\$0.00
31.			\$0.00
32.			\$0.00
33.			\$0.00
34.			\$0.00
35.			\$0.00
36.			\$0.00
37.			\$0.00

Bill of Materials

DSC
1511 Upland Drive
Houston, TX 77043

Page (5 of 5)
September 8, 2025

DESCRIPTION	QTY	TRADE PRICE	U	LABOR	U	TOTAL MATERIAL	TOTAL HOURS
1 FPO150/250-2C82D8PE4M1 Enclosure	6	\$1,281.00	E	4	E	\$7,686.00	24
2 MC-MP1502 SCP Controller	6	\$1,697.00	E	4	E	\$10,182.00	24
3 MC-MR52-S3B Reader Controller	4	\$829.00	E	4	E	\$3,316.00	16
4 MC-MR16OUT-S3 Output Board	6	\$844.00	E	4	E	\$5,064.00	24
5 40NKS-00-00000 Wall Reader	21	\$366.00	E	2	E	\$7,686.00	42
6 MSS-19C/L Door Contacts	13	\$14.00	E	1.5	E	\$182.00	19.5
7 Composite Cable	8	\$1,050.00	E	14	E	\$8,400.00	112
8 IPMC-UL	21	\$221.00	E	0.25	E	\$4,641.00	5.25
9 wire management	6	\$350.00	E	40	E	\$2,100.00	240
10 permit	6	\$410.00	E	2	E	\$2,460.00	12
11			E		E	\$0.00	0
12			E		E	\$0.00	0
13			E		E	\$0.00	0
14			E		E	\$0.00	0
15			E		E	\$0.00	0
16			E		E	\$0.00	0
17			E		E	\$0.00	0
18			E		E	\$0.00	0
19			E		E	\$0.00	0
20			E		E	\$0.00	0
21			E		E	\$0.00	0
22			E		E	\$0.00	0
23			E		E	\$0.00	0
24			E		E	\$0.00	0
25			E		E	\$0.00	0
26			E		E	\$0.00	0
27			E		E	\$0.00	0
28			E		E	\$0.00	0
29			E		E	\$0.00	0
30			E		E	\$0.00	0
31			E		E	\$0.00	0
32			E		E	\$0.00	0
33			E		E	\$0.00	0
TOTALS						\$51,717.00	518.75



G L A S S & M I R R O R

5626 Weeping Willow Rd.
Houston, TX 77092
Tel: 713.682.3311
Fax: 713.681.9595

CO QUOTE

Date: 9/8/2025
To: Pogue Construction

From: Ryan Story
Project: COM -New Doors

Total Bid Quote: \$471,225.00 (See Alternates)

Estimated Lead Time: 10 Weeks

Cost Breakdown:

- STEAM Building: \$19,125.00
- Student Center: \$20,000.00
- LRC Building: \$221,140.00
- Gym: \$70,040.00
- FA Building: \$140,920.00

- New Doors with Hardware: \$335,825.00
- Existing Doors with New Hardware: \$24,400.00

Furnish and Fab Items:

84313 – ALUMINUM-FRAMED STROFRONT

- 2-1/2" x 5" IR501t Kawneer Impact Storefront for 1-5/16" Glass
Finish: Black Anodized
(1033 Sq ft)
Replacing: LR100 | LR101 | LR100M | LR200 | LR201 | LR202 | LR203 | LR204 | GY100 | GY101 | FA100 | FA101 | FA102 | FA103

Exterior Storefront Doors

- (5x) 72" x 84" 500IR Wide Stile doors with Kawneer tested hardware to match HW set 3.
- (1x) 36" x 84" 500IR Wide Stile doors with Kawneer tested hardware to match HW set 3a.
- (2x) 72" x 84" 500IR Wide Stile doors with Kawneer tested hardware to match HW set 5.
- (1x) 72" x 84" 500IR Wide Stile doors with Kawneer tested hardware to match HW set 6.
- (2x) 72" x 84" 500IR Wide Stile doors with Kawneer tested hardware to match HW set 7.
- (3x) 72" x 84" 500IR Wide Stile doors with Kawneer tested hardware to match HW set 8.
- (1x) 72" x 84" 500IR Wide Stile doors with Kawneer tested hardware to match HW set 8a.

80800 – GLAZING

- 1-5/16" Low E Impact Glass – (1/4" SB90 Clear/ 1/2" Air Spacer/ 1/4" Clear .090 SGP 1/4" Clear)
(Approx 803 sq ft)
- 9/16" Low E Impact Glass – (1/4" SB90 Clear #2 0.090 SGP 1/4" Clear)
(Approx 630 sq ft)

Deducts:

- (\$113,700.00) Custom Hardware supplied by others, Kawneer tested will be required



G L A S S & M I R R O R

5626 Weeping Willow Rd.
Houston, TX 77092
Tel: 713.682.3311
Fax: 713.681.9595

Exclusions:

1. Anything not listed in the body of this proposal
2. Card Readers for doors
3. Job Site Visits and Written Reports by Manufacturer's Field Representative
4. Fire-rated/Smoke rated materials
5. Blast Rated Materials/ Hurricane Impact
6. Window/Drip Flashings
7. Fire Stopping
8. Canopies
9. Structural steel
10. Wood blocking
11. Cleaning and protection



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: September 22, 2025
Subject: Change Order 002 to Contract 23-37 an Amount of \$8,000.00

AGENDA ITEM DESCRIPTION

Approval for Change Order 002 to contract 23-37: Construction Material Testing in the amount of \$8,000.00

PURPOSE

Provide construction materials testing for the Public Safety Careers Building project.

BACKGROUND

Terracon Consultants, Inc. was awarded the contract for Construction Materials Testing for the PSC Project on October 17, 2024, in the amount of \$99,500.00. Change Order 001 increased the contract amount by \$15,000.00, for a total contract amount of \$114,500.00. Change Order 002 increases the contract amount by \$8,000.00 (\$4,000 for time and material plus \$4,000 for an Owner's Contingency Allowance) for a total contract amount of \$122,500.00.

FUNDING SOURCE

2023 Bond Funds

PROPOSED MOTION

"I move the Board of Trustees approve Change Order 002 to 23-37 to Terracon Consultants, Inc. for Construction Materials Testing in the amount of \$8,000.00."

ATTACHMENT(S)

1. Terracon Proposal
2. LAN Cover Letter



551 League City Parkway Ste F
League City, Texas 77573
P (281) 557-2900
Terracon.com

August 5, 2025

Lan Associates
3700 West Sam Houston Parkway South, Suite 400
Houston, TX 77042

Attention: Mr. C.W. Scheibe
E: cwscheibe@lan-inc.com

Subject: **Change Order Request No. 2**
Public Safety Careers Center (PSC)
1200 N Amburn Road, Texas City, Texas
Terracon Project No. 91241187

Dear Mr. Scheibe:

The purpose of this letter is to provide an update on our Materials Testing budget for the above-mentioned project.

ORIGINAL CONTRACT AMOUNT:	\$99,500.00
CHANGE ORDER REQUEST No. 1:	\$15,000.00
CHANGE ORDER REQUEST No. 2:	\$4,000.00

PROPOSED CONTRACT AMOUNT: \$118,500.00

Terracon's current budget is \$114,500.00 and to date, we have billed \$114,106.00. This change order request is due to the remaining material testing services pertaining to the parking lot, utility testing, and structural steel observations. The structural steel inspections were budgeted for 96 hours of regular time, 16 trips totaling \$9,040.00. Currently we have 305.50 hours of regular time, 46.50 hours of overtime, and 62 trips totaling \$28,653.75. The concrete task was budgeted for \$16,910.00 currently it is at \$25,110.00 this was also due to extra regular time, overtime, and trips. We have 160-cylinders budgeted, currently we have made 274 cylinders. We have 15 cancelled services totaling \$5,970.00 for weather-related events. We have need for more pavement observations to finish the remaining materials testing.

Therefore, Terracon would like to request funds in addition to the current budget amount. A request in the amount of \$4,000 to be able to cover the remaining materials testing services.

Sincerely,
Terracon Consultants, Inc.
(Registration No. F-3272)

Blaine Harvey, NICET II
Project Manager

Edwin Vazquez Martinez, EIT
Materials Department Manager

Explore with us



To: Dr. Helen Brewer, President, College of the Mainland (COM)

From: Lockwood, Andrews & Newnam (LAN)

Date: September 12, 2025

Re: Approval of Change Order 002 for Construction Materials Testing for the Public Services Center Project

Background: Terracon Consultants, Inc. was awarded the contract for Construction Materials Testing for the PSC Project on October 17, 2024, in the amount of \$99,500.00. Change Order 001 increased the contract amount by \$15,000.00, for a total contract amount of \$114,500.00. Change Order 002 increases the contract amount by \$8,000.00 (\$4,000 for time and material plus \$4,000 for an Owner's Contingency Allowance) for a total contract amount of \$122,500.00.

Recommendation: LAN recommends the approval of Change Order 002 for Terracon Consultants, Inc to continuing to perform the Construction Materials Testing services for the PSC Project.

A handwritten signature in blue ink that reads "C.W. Scheibe".

C.W. Scheibe, CCM, PMP
Program Manager, LAN
cwscheibe@lan-inc.com
mobile: (972) 890.3002



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: September 22, 2025
Subject: Increase Contract 25-09 by an additional amount of \$350,000.00.

AGENDA ITEM DESCRIPTION

Approval to increase contract 25-09: Mainland City Center Portable Air Conditioner Rental Units by an additional \$350,000.00, for a total not-to-exceed contract amount of \$570,000.00.

PURPOSE

Provide conditioned air supply to support Lifelong Learning, Cosmetology, and Culinary facilities, through August 31, 2026.

BACKGROUND

On April 28, 2025, the Board approved the subject contract awarded to Hunton Services for a not-to-exceed amount of \$220,000.00. To maintain acceptable comfort conditions for MCC facilities during peak seasonal periods throughout the fiscal year, it is recommended that the contract be increased to allow for nine (9) additional months of rental services for \$36,127.58. This increase request in the amount of \$350,000.00 includes monthly cost, plus labor charges and a small amount of contingency funds for unforeseen labor and materials as needed throughout the remainder of the rental period. Cost for these services will be deducted from the MCC monthly lease payments.

FUNDING SOURCE

Reimbursable Budget G/L: 11-0-0000-0000-1800

PROPOSED MOTION

"I move the Board of Trustees approve an increase to contract 25-09 to Hunton Services for AC equipment rentals in an amount of \$350,000.00 for a revised contract total not-to-exceed \$570,000.00."

ATTACHMENT(S)

1. Hunton Proposal
2. Choice Partners Contract



Regulated by The Texas Department
of Licensing and Regulation
P.O. Box 12157 Austin, Texas 78711
1-800-803-9202, 512-463-6599
www.license.state.tx.us.TACLA009290C



PROPOSAL

Customer: College of the Mainland **Date:** 09/10/2025

Choice Parnters #: 22/052SG-02

To: Travis Prior

HRS is pleased to offer the following: HRS to provide 26 x 1.5 Ton Water Cooled Spot Chillers & 1 x 12 Ton KPO unit to be hooked up in various classrooms that have water sources & drain sources within 150ft of where the spot cooler is to be placed. HRS to provide, Installation Labor, Decommission Labor, Bi-Weekly Maintenance Labor, Materials cost + 20% and Roundtrip freight cost +20%. This rental quote is for a 9 month period.

Monthly Reoccurring Costs				
Equipment	Qty	Cost Each	Cost Weekly	Cost Monthly
12 Ton KPO AC	1	\$3,900.00	\$1,300.00	\$3,900.00
1.5 Ton Spot Coolers	26	\$1,044.00	\$9,048.00	\$27,144.00
25' Cables	26	\$92.50	\$801.66	\$2,405.00
Hose 2in x 25ft	26	\$38.09	\$330.11	\$990.34
12" x 25" Yellow Insulated Duct	8	\$136.03	\$362.75	\$1,088.24
Bi-Weekly Maintenance Labor Hours	4	\$150.00	\$200.00	\$600.00
Total Monthly Cost	\$36,127.58			
One Time Charges				
Description	Qty	Cost	Multiplier	Total
Installation Labor	20	\$150.00	0%	\$3,000.00
Decommission Labor	32	\$150.00	0%	\$4,800.00
Freight (To & From Customer)	2	\$450.00	20% Margin	\$1,125.00
Materials for Board Up and Duct	1	\$1150.00	20% Margin	\$1,437.50
Total Charges for 9 Month Rental	\$335,505.05			
The above costs are estimated. Please see terms and conditions below for more information				

EXCLUSIONS

HRS excludes the items listed on the following two pages (additional details are available in the Terms and Conditions).

By initialing below, you acknowledge and agree to the proposed pricing and terms listed above:

Customer's Initials or Signature:

Thank you!

Sarah Love
713-252-3116

slove@hrsrental.com

Additional Work: Any work not covered by the scope of this proposal will require written authorization by the customer before HRS can proceed.

Electrical: Electrician is not included in the pricing above.

- Electrician can be provided at an additional cost.
- Equipment Grounding: Customer is responsible for grounding and verifying compliance for all electrical power producing and/or power consuming machines in accordance with National Electrical Code and local code requirements prior to start up.

Unloading/Loading of Equipment: Customer is responsible for all loading and unloading of equipment on site unless stated otherwise within scope of work. HRS is not responsible for any lifting or rigging required on customer's site unless stated otherwise within scope of work.

Permits: Customer is responsible for obtaining any relevant operating permits.

Supplies: Customer is responsible for all fuel, coolants, lubricants, diesel exhaust fluid (when required), and all other supplies necessary to operate the equipment unless stated otherwise.

Winterization: Customer is responsible for winterizing/freeze protecting any equipment that is operating with water during winter months (November 1 through March 1).

Insurance: Customer is responsible for providing insurance covering equipment in the event of a loss.

Off Renting Equipment: Customer is responsible for off-renting of equipment in writing, 24-hours prior to pick up. Any off-rent notification that is received after normal business hours 4pm CST will be offrented the following business day unless prior written approval is provided by an HRS representative.

Billing: All equipment rentals will have a minimum one-week rental period and will be based on a 28-day billing cycle. For projects extending beyond one month, the installation, delivery freight, and any additional costs incurred during installation will be billed on the first invoice. Decommissioning labor, return freight, and any additional decommission costs incurred will be billed on the final invoice.

Customers not set up with HRS, or customers that prefer to pay by credit card, will be required to pay one-month rental and all estimated one-time costs prior to shipment. If rental period is less than one month, a credit will be issued upon return of equipment back to HRS facility. If project exceeds one month, customer will be required to pay for each additional month prior to the new billing cycle.

Customer is responsible for the payment of all local and state taxes, and specialized or additional union labor. NOTE: (1) month is (28) days as defined in detail in terms and conditions below.

Generator and/or Diesel Compressor Shift Usage:

- Single shift usage is 40 hours/week (or 160 hours/month).
- Double shift usage is 41-80 hours/week (up to 320 hours/month) and bills at 1.5x the single shift rate.
- Triple shift usage is unlimited usage per week (or month) and bills at 2x the single shift rate.

Labor: All labor that is estimated is based on straight time rates. Labor will be adjusted to appropriate rate before invoicing. To cover the additional cost of labor and third-party expenses incurred for equipment preparation and mobilization, an after-hours fee may apply to orders executed outside of normal business hours. See HRS labor rates below:

- Straight Time: \$125.00 (7am - 4pm, Monday – Friday)
- Over Time: \$187.50 (4pm – 7am, Monday – Friday, all-day Saturday and Sunday, and Holidays)
- After – Hours Fee: \$00 per occurrence and covers only the first (2) hours of labor

Preventative Maintenance: It is the customer's responsibility to maintain and service equipment during the project term, however, equipment servicing can be performed by HRS at an additional charge.

- All HRS diesel generators and diesel air compressors must be serviced every 250 hours. If the customer elects to service the equipment themselves, proof of service must be provided to HRS upon request.
- Customer is responsible for daily inspections of all rental equipment and should also be carried out prior to starting the equipment.
- Customer is responsible for providing fuel, coolants, lubricants, and other supplies necessary to operate the equipment, unless otherwise stated.
- Service calls resulting from lack of preventive maintenance will be billed at T&M rates.

Fluids: Our equipment is shipped serviced, full of diesel exhaust fluid (DEF), and (at minimum) 3/4 full of fuel. Exceptions are made for 1000kW generators and above that are shipped with 1/4 tank or less due to shipping restrictions. All units must be returned with the same amount of fuel and DEF supplied. Fuel and DEF that is used and not replaced will be charged to the customer at our cost + 20% gross margin.

Equipment Grounding: HRS does not assume any liability for any improper or ineffective grounding. Customer shall indemnify HRS from any liability related, regardless of the party that performs this service. The customer is responsible for connecting and operating the equipment. All electrical power producing and/or power consuming machines must be properly grounded in accordance with National Electrical Code and local code requirements prior to start up and shall be the responsibility of the customer to verify compliance.

Chiller Requirements: The following information must be provided by the customer in writing for all projects that include a chiller:

- Working pressure
- Entering & leaving temps Fluid being cooled

Equipment Transportation: Charges to deliver our equipment to your jobsite and return it upon completion of the project will be billed at our cost plus 20% gross margin. All lifting of equipment must be supplied by the customer, unless otherwise noted. Any delays during delivery or pick up may result in additional charges.

HUNTON SERVICES RENTAL AGREEMENT TERMS AND CONDITIONS

1. **DEFINITIONS:** "Lessee" shall mean the party to this Agreement identified herein other than the Hunton Services entity identified on the face of this Agreement. "Lessor" shall mean the Hunton Services entity identified on the face of this Agreement or any other affiliate or related entity of Hunton Services.
2. **RENTAL PERIOD:** The rental period shall commence from the date of shipment of the rental equipment, accessories and related spare parts and supplies covered by this Agreement (the "Equipment") from the

point of shipment and shall continue until Lessee's receipt of an off- r e n t confirmation notice. Confirmation of off- rent notice is defined as 24-hour prior written notice. All notices given outside of normal operating hours defined in this proposal will be off-rented following business day. Provided, however, for all rentals in which Lessee is responsible for arranging freight, the rental shall not terminate until return to Lessor's yard. The rental period shall not be subject to pro- ration. Lessee's indemnity obligations set forth in Section 10 shall survive expiration of the rental period or any termination of this Agreement.

3. **DETERMINATION OF RENTAL CHARGES:** Lessee shall pay for the rental period on each piece of Equipment named in the list of equipment in this agreement, including any parts encompassed thereby, at the rate herein stipulated. A rental rate is for a minimum rental period of one week, any portion of a week will be charged as a full week. A MONTH IS DEFINED AS TWENTY-EIGHT DAYS. Unless otherwise agreed in writing, all rental rates are based on a shift system: single shift is defined as eight (8) hours in a day, forty (40) hours in a week or one hundred sixty (160) hours in a twenty-eight (28) day month. Double shift is defined as sixteen (16) hours in a day, eighty (80) hours in a week or three hundred twenty (320) hours in a twenty-eight (28) day month. Triple shift is unlimited hours in a twenty-eight (28) day month. Lessor will endeavor to comply with Lessee's written invoicing requirements that are provided to Lessor in advance of the rental, but non-compliance by Lessor therewith shall not be a deemed valid reason for delay in payment by Lessee.
4. **PAYMENT:** All rentals and other charges due under this Agreement are due and payable within 30 days from the date of invoice and shall be deemed payable at Lessor's offices located at 10555 Westpark Dr., Houston, TX 77042, or at any other address designated by Lessor, provided applicable credit limits are approved by Lessor, failing which rentals shall be due and payable in advance on a weekly basis to Lessor at the address set forth in this Agreement and in which case payment for the minimum rental period shall be due before the delivery of the Equipment to Lessee or the latter's agent or carrier, unless otherwise agreed in writing. In addition to its termination rights under Section 16 of this Agreement, Lessor, in Lessor's sole discretion, may change payment terms to advance billing and payment due upon receipt, if Lessee becomes delinquent on any payments due and owing, under this Agreement or any other rental agreement between the parties. All overdue payments, for all charges, including damages and losses, shall bear interest at the lesser of 18% per annum or the highest amount otherwise allowed by law without prejudice to Lessor's rights and without prejudice to Lessor's right contained in Section 16 to terminate this Agreement for nonpayment of rental. Any invoicing requirements of Lessee must be provided in advance of the rental or will be deemed waived.
5. **LOADING, UNLOADING AND TRANSPORTATION:** Lessee shall bear the expense of and responsibility for unloading and reloading the Equipment at Lessee's receiving point, including all injuries and damages resulting therefrom, and shall pay all demurrage charges incurred at the shipping or receiving points. Lessee shall be responsible for shipping expenses from the original point of shipment to Lessee's receiving point and all return shipping expenses to Lessor's yard or such other point as Lessor shall in writing direct, regardless of whether these costs are advanced by Lessor. However, if Lessor directs Lessee in writing to return all Equipment to a place other than Lessor's yard, then Lessee shall pay the shipping expenses up to but not beyond the amount that would have been required to return the Equipment to Lessor's yard. Lessee must have an authorized agent available to sign a bill of lading upon delivery of the Equipment by the carrier. If no agent is provided at the time of delivery, Lessee authorizes Lessor's employee to execute the bill of lading as Lessee's agent and such execution shall be deemed an acceptance of the condition of the Equipment upon delivery, and for all losses occurring to the Equipment thereafter while in Lessee's possession, except as expressly set forth in Section 19 below.
6. **RECALLING AND RETURNING NOTICE:** Lessor may recall any or all Equipment upon thirty (30) days written notice to Lessee and Lessee may return any or all Equipment upon like notice to Lessor. In the event of recall, Lessee shall remain responsible for any loading, unloading, and transportation costs as referred to in Section 5

7. **MAINTENANCE, OPERATION AND REPAIRS:** Unless otherwise agreed upon in writing, Lessee shall not make any alterations, additions, or improvements to the Equipment without Lessor's prior written consent. Lessee shall at its own expense operate, maintain, and keep in good repair the Equipment and return it in the same condition in which it was received. Specifically, Lessee must:
- Ensure that the Equipment is operated by qualified personnel in accordance with applicable manufacturer's guidelines and instructions. Lessee shall be solely responsible for supplying, employing, compensating, and authorizing only competent and qualified personnel who are experienced, knowledgeable, trained, and certified and/or licensed, to operate and maintain the Equipment.
 - Ensure that the Equipment is used for applications within the capacity ratings of the Equipment.
 - Comply with all applicable federal, state, and local laws and regulations about operating, handling, and transporting the Equipment.
 - Inspect the Equipment on a regular basis.
 - Supply all fuel, coolants, and lubricants necessary to operate the Equipment.
 - Immediately notify Lessor of any known problems or malfunctions or suspected malfunctions or problems or those that should reasonably be known or suspected upon regular inspection that are necessary to keep the Equipment in good running order.
 - Perform all routine and minor repairs and maintenance necessary to keep the Equipment in good running order, unless otherwise agreed in writing.
 - Replace all broken or worn-out parts on the Equipment, unless otherwise agreed in writing, and notify Lessor Immediately of any broken or worn-out parts on the Equipment.
 - Return the Equipment in a clean and unmarred condition.
8. **INSPECTION:** Before the Equipment is loaded for transit to Lessee, Lessee may require an inspection thereof by a qualified inspector. If Lessee does not inspect the Equipment before it is loaded for transit, then Lessee is conclusively deemed to have accepted that the Equipment is in good running order without broken or worn-out parts and in a clean and unmarred condition. Use of the Equipment by Lessee shall be deemed to be an admission by Lessee that the Equipment was in good order and repair when delivered to Lessee. Lessor shall have the right at any time and from time to time to enter the premises occupied by the Equipment and shall be given free access thereto and afforded necessary facilities for inspection and removal.
9. **DAMAGE TO EQUIPMENT:** Lessee shall be liable to Lessor for all loss or damage to the Equipment, while it is in the possession of Lessee, regardless of the cause or origin of such loss or damage, except as limited by Section 19. Subject to the provisions of Section 8 hereof, Lessee shall advise Lessor within seven (7) days of the receipt of the Equipment of any shortages or damage claim which it might have and unless such notice is given within such period such claim for shortage or damage shall be invalid and unenforceable. In the event of partial loss or damage to the Equipment, Lessee shall immediately notify Lessor of such, and if its failure to so notify Lessor results in additional or consequential damage to Lessor, Lessee agrees to pay for all such damages. The repair of the damaged Equipment will be governed by Section 19
10. **INDEMNIFICATION:** Lessee agrees to and shall indemnify, defend and hold harmless Lessor, and their respective officers, agents, and employees and all other persons or entities to whom Lessor may owe a duty to indemnify, defend or hold harmless (hereinafter collectively referred to as the "Indemnified Parties") from all claims, losses, damages, suits, causes of action, expenses (including but not limited to attorney's fees, court costs, and other defense expenses), and liabilities of every kind (hereinafter referred to as "Claims") for injury to or death of any person or for the damage to any property, arising out of or in connection with the use, operation or possession of the equipment contemplated hereunder, any negligent action or inaction, or any breach of this Agreement, occasioned by, caused by or alleged to have been caused by, Lessee and/or his respective officers, agents, employees and subcontractors under this Agreement, but only to the proportionate extent of Lessee's negligence or fault in such Claim. Lessee's indemnity obligation shall not be affected if any injuries, death or damages are caused in part by the Indemnified Parties joint, concurrent or comparative negligence, but Lessee's liability shall be limited to

its proportionate share of responsibility for the Claim. Claims arising out of or attributable to the sole negligence, gross negligence or willful misconduct of any Indemnified Party are specifically excluded from the breadth of Subcontractor's indemnity obligation, except as may be provided below. Lessee shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all claims, however, without relieving Lessee of its obligations hereunder, any of the Indemnified Parties at its election and expense, may participate in the defense of all the Claims with independent advisory council. The maintenance of the insurance referred to in this Agreement shall not diminish Subcontractor's obligations hereunder or Subcontractor's agreement of indemnification.

Notwithstanding anything contained in this Agreement to the contrary, Lessee shall be solely liable for and shall defend, indemnify and hold harmless Indemnified Parties against any and all claims, suits, damages or liabilities brought against any Indemnified Party by or on behalf of any employee, or the estate of any employee, of Lessee Parties, alleging bodily injury, including death, sustained in connection with or arising from the performance of Subcontractor's obligation under this Agreement, regardless of fault or negligence by an Indemnified Party.

IT IS THE EXPRESS INTENT OF EACH PARTY HERETO THAT LESSEE SHALL INDEMNIFY INDEMNIFIED PARTIES AGAINST THE CONSEQUENCES OF INDEMNIFIED PARTIES' OWN NEGLIGENCE, WHETHER SOLE OR JOINT, AND THAT LESSEE COMPLETELY ABSOLVE INDEMNIFIED PARTIES OF ALL LIABILITY PERTAINING TO INJURY OR DEATH OF LESSEE'S EMPLOYEES.

Should any provision or requirement of this indemnity clause contradict or violate any applicable law or statute pertaining to the validity or enforceability of contractual indemnity obligations, then such section shall be amended, modified, or stricken, to the least degree possible, such that the indemnity agreement shall then be in compliance with applicable law, and the remainder of this indemnity clause shall remain in full force and effect, to the maximum extent provided for under applicable law.

11. **INSURANCE:** All policies are to be written by insurance companies acceptable to Lessor. Lessee shall at Lessee's own expense and for all relevant periods maintain: (i) commercial general liability insurance to protect Lessee and Lessor against damage to property or persons from the operation, handling and use of the Equipment during the rental period with minimum coverage of \$1,000,000 per occurrence/\$2,000,000 general aggregate, (ii) commercial auto insurance to protect Lessee and Lessor against damage to property or persons from transportation-related losses with minimum coverage of \$1,000,000 per occurrence; (iii) broad form property insurance covering the Equipment at the replacement value identified on the rental agreement or Hunton Service's bill of lading; and, (iv) if customer is hauling the Equipment, all risk cargo insurance, at the Replacement Value, (v) workers compensation insurance for its employees in amounts required by the laws of the state in which the work is performed, and (vi) such other insurance as may be requested by Lessor in advance of shipment by Lessor to Lessee shall cause its insurers to issue an endorsement identifying that all insurance identified in this Section 11 shall be primary to that of Lessor to the extent of Lessee's obligations herein and that Lessee, on behalf of itself and its insurers agree to waive their subrogation rights in favor of Lessor with respect thereto. Lessee shall provide thirty (30) day advance written notice to Lessor of change or termination of any such policy prior to change or cancellation. Lessee shall cause Lessor and Lessor's vendor, if any, to be named as an additional insured on each such policy other than Workers' Compensation. With respect to any policy providing coverage for loss or damage to the Equipment, Lessee shall ensure that Lessor is named as a Loss Payee. Failure to provide the requisite insurance shall not be deemed as a waiver of this provision. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Lessor. Lessee's obligation to indemnify and hold Indemnified Parties harmless from any Claims as set forth in Section 10 above are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions.

12. **LEGAL EXPENSES:** Lessee shall pay all costs, charges and expenses including reasonable attorney's fees incurred in retaking possession of the Equipment hereby rented, in the collection of any sums which may be due and owing Lessor by Lessee, including but not limited to the defense of any action brought against Lessor for damages caused by the Equipment to any person while the Equipment is in the possession of Lessee. The Equipment shall be deemed to be in the possession of Lessee for all purposes of this agreement from the time Lessee begins loading it for transit from Lessor's yard until the time that Lessee has completed unloading the Equipment at Lessor's yard or such other points as Lessor shall in writing direct, except as otherwise limited herein.
13. **ENVIRONMENTAL FEES:** Lessee shall pay the reasonable environmental fees identified in the Agreement.
14. **SUBLETTING & ASSIGNMENT:** Lessee shall not re-rent any equipment, nor shall Lessee assign or transfer any interest in this Agreement without the prior written consent of Lessor. If the Equipment is re-rented with Lessor's consent, Lessee shall require its customer, the end user and any third party in contractual privity in between to be bound by the terms and conditions hereof. Any person or entity to which this Agreement is assigned pursuant to the provisions of the U.S. Bankruptcy Code, 11 U.S.C. Section 101 et. seq., shall be deemed without further act or deed to have assumed all the obligations arising under the Rental Agreement to which these terms and conditions apply on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption, however a party's failure to deliver such documentation shall not relieve that party or its successor of the obligations created herein.
15. **RENTAL OF NON-SCHEDULED ITEMS:** In the event Lessor is asked to supply boilers, transformers, electrical distribution equipment, large centrifugal air compressors, or other goods or services that are provided to Lessor by a third-party vendor, Lessor shall not be under any obligation to provide such products or services unless Lessee also agrees to additional terms and conditions that may be imposed on Lessor by such third-party vendors, which are incorporated herein by reference.
16. **TERMINATION OF THE AGREEMENT:** If any of the following events occur (i) Lessee fails to make payment in accordance with the terms of this Agreement and such failure continues for a period of five (5) days, (ii) Lessee becomes bankrupt, insolvent or makes an assignment for the benefit of its creditors, (iii) Lessee fails to maintain and/or operate or to return the Equipment as provided by this Agreement, (iv) Lessee fails to maintain the insurance required by Section 11, (v) Lessor reasonably believes that Lessee is unable to comply with the payment terms hereof as a result of delays in payment under this Agreement or any other rental agreement with Lessor or is likely to become bankrupt, insolvent or make an assignment for the benefit of its creditors, (vi) Lessee violates any material provision hereof (vii) the Equipment is lost, damaged, stolen, destroyed, or seized by a governmental agency after it had been placed in the possession of Lessee, (viii) Lessor has a reasonable belief that there is an unusual risk of damage to the Equipment or that Lessee cannot adequately protect the Equipment, or (iv) a Force Majeure event in Section 28 below that lasts longer than two (2) weeks, then Lessor may at its option, after three (3) days' notice in writing of such event exercise, without further notice, any one or more of the following options: (a) turn off or suspend Lessee's use of the Equipment and related services, (b) terminate this Agreement, (c) retrieve the Equipment wherever it may be found without becoming liable for damages or for trespass, and/or, (d) in addition to any other remedies Lessor may have, recover all amounts due together with any damages for injury to the Equipment and all expenses incurred in turning off, recovering, retrieving or repossessing the Equipment. Lessee waives any right to claim damages resulting from any of the above remedies exercised by Lessor. Lessee further waives any right to additional notice and opportunity to cure pursuant to this Section 16 for any default following Lessee's cure of a prior default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies available at law or in equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any amounts due to Lessor hereunder or of any damages accruing to Lessor because of the violation of any of the terms, provisions, and covenants of this Agreement.

17. **WARRANTY:** Lessee has selected the Equipment rented hereunder for its own purposes and Lessee expressly disclaims any reliance upon any written or oral statements or representations made by Lessor. EXCEPT FOR SATISFACTORY RATED OPERATION OF THE EQUIPMENT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PURPOSE WITH RESPECT TO THE EQUIPMENT AND LESSOR HEREBY DISCLAIMS SAME. Lessor's liability under this Section 17 is limited to repairing or replacing (at the discretion of Lessor) any Equipment not performing according to rated operation. LESSEE TAKES THE EQUIPMENT "AS IS." THIS AGREEMENT SHALL NOT BE VARIED, SUPPLEMENTED, QUALIFIED, OR INTERPRETED BY ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES OR BY ANY USAGE OF TRADE. IT IS UNDERSTOOD BY THE PARTIES THAT LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT FOR ANY PURPOSE.
18. **AUTHORITY OF AGENTS:** The execution hereof by an agent of Lessee shall conclusively establish the authority of such agent to contract herein, unless Lessor receives written notification to the contrary prior to the loading of the Equipment for transit.
19. **SPECIAL CONDITIONS:** Notwithstanding any provisions contained herein to the contrary:
- If the Equipment goes down for maintenance or repairs while in Lessee's service, Lessee may notify Lessor and if Lessee elects to return the down Equipment, Lessor will decide to send Lessee Equipment to replace it. Lessee will be charged for all applicable transportation costs.
 - If the Equipment goes down for maintenance or repairs while in Lessee's service and Lessee elects not to return the down Equipment, Lessor will send a qualified technician to repair it. Lessee shall pay for travel time, mileage, labor, and parts for the services of each such technician.
 - If Lessor determines that the required maintenance or repairs is Lessor's responsibility, the labor and parts required for repair will be provided at no charge to Lessee.
 - If Lessor determines that any maintenance or repairs (including those resulting from improper maintenance or the failure to perform required maintenance, or for any reason other than Lessor's negligence) is Lessee's responsibility, then Lessee agrees to pay, within thirty (30) days from receipt of Lessor's invoice, all applicable transportation costs, travel time, mileage, labor, and parts for the repair, even if service is performed by Lessor upon return of the Equipment.

Additionally, the parties hereto acknowledge that the Equipment is unique in design and manufacture, and as to Lessor, it is inherently valuable as rental equipment. Therefore, in the event of damage to the Equipment regardless of whether ultimately deemed a total loss, Lessor and Lessee agree that the loss to Lessor comprises, in addition to the full replacement cost or cost of labor and parts to repair the Equipment, transportation costs, travel time, mileage, and other such incidental costs, the loss of use of such rental Equipment (rentals) until it can be fully repaired or replaced. In such event, Lessee shall also be liable for, and agrees to pay within thirty (30) days from receipt of Lessor's invoice, the loss of use and rentals which such damaged Equipment could have produced, at Lessor's then current published rental rate, for such period which elapses from the loss until the Equipment can be repaired or replaced.

20. **TAXES AND FEES:** Lessee shall pay all license fees, registration fees, assessments, duties, and taxes which may now or hereafter be imposed upon the ownership, possession, lease, or use of the Equipment, excepting only those based on Lessor's net income or exempted by law. Lessee shall promptly notify Lessor of the receipt of any tax notices, tax reports or inquiries or notices from taxing or other authorities concerning taxes, fees, or assessments.

21. **COMPLIANCE WITH LAWS:** Lessee shall comply with all environmental and other laws, rules, and regulations about the operation of the Equipment including any local, state or Federal Air Quality Legislation.
22. **OWNERSHIP OF EQUIPMENT; ENCUMBRANCES:** The Equipment is, and shall always remain, the personal property of Lessor, and Lessee shall have no right, title, or interest therein, or thereto except the right of possession and use of the Equipment pursuant to the terms of this agreement. Lessee shall not remove or deface any plate or marking on the Equipment identifying Lessor as the owner of the Equipment or the manufacturer's serial number. The Equipment is, and shall always remain, personal property of Lessor not withstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to any other personal or real property. Lessee shall keep the Equipment free and clear of all levies, liens, security interests and encumbrances of any kind, and shall give Lessor prompt notice of any attachment or judicial process affecting the Equipment. Lessee shall not assert against an assignee and/or a mortgage any defense, counterclaim, or offset that Lessee shall be permitted to quietly enjoy the use of the Equipment subject to the terms and conditions of this Agreement. Lessee shall, at its own cost and expense, defend and indemnify Lessor and protect and defend the title and rights of Lessor to or in the Equipment from and against all claims, liens, charges, encumbrances, and legal process, whether imposed, asserted or instituted by creditors of Lessee or otherwise, and Lessee shall promptly take all action necessary, at its own expense, to discharge any claims, liens, charges, encumbrances or legal process. Lessee acknowledges that this Rental Agreement is intended to be a true lease, and Lessee authorizes Lessor to file financing statements to give public notice of this Rental Agreement. If this Agreement is deemed by a court of competent jurisdiction to be a lease intended for security, Lessee expressly grants Lessor a purchase money security interest in the Equipment, which security interest shall secure all obligations now or hereafter owed by Lessee to Lessor, including, without limitation, Lessee's obligations to Lessor under this Rental Agreement with respect to the Equipment.
23. **LIMITED LIABILITY: IN NO EVENT WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, BUT IN NO WAY LIMITED TO LOSS OF USE, LOSS OF REVENUES, PROFITS OR ANTICIPATED PROFITS, LOST LABOR TIME, LOST OR SPOILED PRODUCT, DELAY, LIQUIDATED OR PUNITIVE DAMAGES.**
24. **HAZARDOUS SUBSTANCES:** Notwithstanding anything to the contrary, Lessor expressly disclaims and shall not be deemed to accept title or ownership by any means of any wastes that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances"), and nothing shall be construed or interpreted as requiring Lessor to assume the status of an owner, arranger, operator, generator, stored, treater, transporter, disposal facility or other responsible person as those terms are defined and used in the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., as amended (hereinafter "RCRA") or under any applicable laws or otherwise governing the treatment, transportation, storage, handling or disposal of hazardous materials or hazardous or solid waste.
25. **LIMITATION OF DAMAGES: LESSOR'S LIABILITY AND INDEMNITY OBLIGATIONS, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL RENTALS RECEIVED FROM LESSEE BY LESSOR FOR THE EQUIPMENT WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.**
26. **NOTICE:** For purposes of this Agreement, notice shall be provided and deemed made by the following methods only: (1) by U.S. certified or registered mail return receipt requested, postage prepaid, on the date the return receipt is signed or, if not signed and/or accepted, on the date the return receipt establishes the first attempt at delivery was made (2) by 24 hour nationally reputable private courier delivery service (i.e., Federal Express, UPS, DHL), 24 hours after it is delivered to the private courier, (3) by hand delivery, upon delivery and acknowledgement of receipt by the party to whom it is delivered.

27. ENTIRE AGREEMENT; GOVERNING LAW; VENUE: This Agreement constitutes the entire agreement between Lessor and Lessee, and super-cedes any other representations (whether written or oral), warranties or agreements (written or oral) heretofore made or entered into between the parties relating to the Equipment rental and related services. Without limiting the foregoing, no "click-through", "browse-wrap", or other terms which Lessor may be required to "accept" to access a Lessee's website or portal shall have any force or effect. This Agreement is governed by the laws of the State of Texas. Additionally, as set forth below, the parties hereto further submit to the exclusive jurisdiction of the federal and state (or judicial district) courts of such country as follows:

Location Where Contract is to Be Performed	Law and Jurisdiction
United States of America	Houston, Harris County- Texas, USA

Lessor and Lessee hereby irrevocably consent to the jurisdiction of the federal and state (or judicial district) courts listed above and shall be bound by any judgments rendered thereby after all appeals taken. If any provision of this Agreement shall otherwise contravene or be invalid under the laws of any state or other jurisdiction where it is applicable but for such contravention or invalidity, such contravention or invalidity shall not invalidate all of the provisions of this Agreement, but rather this Agreement shall be reformed and construed as not to contain the such provision or provisions, but only to the extent that they are contravening or are invalid under the laws of that state or jurisdiction. All other provisions of the Agreement shall remain in full force and effect.

28. CHANGES, MODIFICATIONS, WAIVERS, ETC: Changes, modifications, waivers, additions or amendments to the terms and conditions of this Agreement shall be binding on Lessor only if such are in writing and signed by a duly authorized representative of Lessor. The failure of Lessor to enforce, at any time or for any period, any of the provisions of this Agreement shall not constitute a waiver of such provisions or of the right of Lessor to enforce each provision.
29. FORCE MAJEURE: If the performance by either party of any of its obligations shall in any way be prevented, interrupted or hindered as a consequence of an Act of God, war, civil disturbance, riot, strike, lockout, fire, earthquake or other natural calamities, legislation or restriction of any government or other authority, force majeure or any other circumstances beyond the reasonable control of such party, the obligations of the party concerned shall be wholly or partially suspended during the continuance and to the extent of such prevention of interruption or hindrance. Lessor shall not be liable for non-delivery or delay in delivery of for consequential damage which may arise if such failure is the result of fires, embargo, storms, accidents, delays caused by independent freight companies, federal, state, municipal or other governmental action, statutes, ordinances, regulations, shortages of the Equipment, inability to obtain raw materials, labor, fuel or supplies, or interferences, or any contingency, circumstance or cause whatsoever beyond the control of Lessor. Lessor shall be entitled to an extension of time for delivery equal to the time of delay from such cause.
30. CONFIDENTIALITY: Unless required by law or all bids are made known to all competing vendors as part of the bidding process, Lessee shall keep all competitive bidding information submitted by Lessor confidential, regardless of whether said information is marked "Confidential". Lessor's bid materials, this Agreement, if different, and any derivative works resulting therefrom are confidential and proprietary to Lessor. As such, Lessee acknowledges the confidential and proprietary nature thereof and shall maintain its confidentiality, only use the confidential information for the purpose thereof provide such confidential information only to those employees and other parties with the need to know and require all such individuals to be bound by the terms contained herein. These restrictions on use and disclosure shall not apply to any information (i) independently developed by Lessee, as evidenced by documentation in its possession, or which is lawfully received: free of restriction: from another source having the right to so furnish such Information; (ii) after it has become generally available to the public without breach of this Agreement by Lessee; or (i) ordered or required to be released pursuant to applicable law, regulation, or a verifiable court order, provided that each party has been given notice of and, to the extent possible, an opportunity to contest such order. All copyrights, patents, trade secrets, or other intellectual property

rights associated with any ideas, concepts, techniques, inventions, processes, designs, works of authorship or other know how developed or created by Lessor prior to or during performing work for Lessee, or developed jointly with Lessee, shall belong exclusively to Lessor. Lessor shall have the exclusive right to, and shall bear all the costs of, acquiring intellectual property rights, such as patents and copyrights, for any inventions or developments associated with this Agreement and the work or derivative work developed as a result thereof.

31. **APPLICABILITY OF TERMS & CONDITIONS:** The terms and conditions hereof shall be deemed accepted and binding upon Lessee upon transfer of custody of the Equipment to the carrier for delivery to Lessee's receiving point, regardless of whether the Rental Agreement is signed by Lessee. To the extent these terms and conditions or Lessor's proposal conflict with any terms and conditions provided by Lessee, the terms and conditions hereof shall dictate. Notwithstanding any provision therein to the contrary, unless otherwise expressly agreed in writing and evidenced by signature of both parties, any terms attached to a purchase order or other customer-provided document are expressly rejected and shall have no force or effect. To the extent these terms and conditions conflict with any terms and conditions of a master service agreement with Lessee, the terms and conditions of the master service agreement shall dictate, unless the conflict is acknowledged in writing in which the parties expressly agree to conflicting terms.
32. **COUNTERPARTS:** This Agreement, including Lessor's proposal and these terms and conditions by reference therein, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same agreement. Signatures of acceptance may be exchanged by facsimile, scan or e-mail, and each party agrees to be bound by its own telecopied or electronically submitted signature, and to accept the telecopy or electronic signature of the other party. Alternatively, acceptance of Lessor's proposal and these terms and conditions by reference therein may be made by email acknowledgement.

4844-3420-1903, v. 2

The proposal and the terms and conditions contained herein are accepted and
Hunton Services is authorized to proceed with the work.

Customer:

By:

Title:



Choice Partners national purchasing cooperative offers quality, legal procurement and contract solutions to meet government purchasing requirements. We also meet all cooperative requirements of the **EDGAR/Uniform Guidance CFR 200!**



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877.696.2122

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Print Info.

Hunton Services (HVAC Mechanical)

Contract Category: Industrial Equipment Rent, Lease or Purchase

Contract Number: 22/052SG-02

Contract Terms:

Initial Award Date: September 21, 2022

1st Renewal Start Date: September 21, 2023

2nd Renewal Start Date: September 21, 2024

Current Expiration Date: September 20, 2025

Renewal Options Remaining: 2

CP Contract Manager:

Steve Gibson
steve@choicepartners.org

Contract Partner: Hunton Services (HVAC Mechanical)



Contract Partner Web Site:
<http://www.huntonservices.com>

Approved Market Area: TX

Texas Regional Centers: Region 4 Primary

713-681-6052

APPROVED PRODUCT OR SERVICE: Industrial Equipment

HUB Status: No

MWBE Status: No

SBE Status: No

VOB Status: No

ABOUT THIS PARTNER:

General contracting, HVAC, Plumbing, Electrical, Rentals, Energy conservation, Refrigeration and Engineering services

To see contract information details, please login.

If you are a **Member**, [please login here](#).





MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: September 22, 2025

Subject: Award of Contract 26-02: Check Point Firewall Package for \$156,382.00

AGENDA ITEM DESCRIPTION:

Approval of contract 26-02 for Check Point firewalls, licenses, maintenance and services in the amount of \$156,382.00

PURPOSE

Protect College data resources from external ingress and egress traffic.

BACKGROUND

The existing firewalls are approaching the end of their serviceable lifecycle. College of the Mainland compared three (3) manufacturers from the Texas Department of Information Resources (DIR) contract. Check Point offers the best value as a highly available, high throughput, industry leading product, supported by Solid IT as the manufacturers preferred contractor.

Manufacturer	Firewall	Support/Licenses	Implementation	Total	Manufacturers Rep
Check Point	56,606.24	\$71,515.87	\$28,259.08	\$156,381.19	Solid IT
Fortinet	Existing	\$255,147.71	N/A	\$255,147.71	Solid IT
Palo Alto	23,327.34	234,009.02	Included	\$257,336.36	Solid Border

Based on the above, it is the recommendation to award the subject contract to Solid IT. This award is based on a competitive proposal process in accordance with Texas Education Code 44.031 and Government Code 791.

FUNDING SOURCE:

Fund Balance 2026-06

PROPOSED MOTION:

“I move the Board of Trustees approve award of contract 26-02 for firewall hardware, licenses, maintenance, and services in the amount of \$156,382.00.”

ATTACHMENTS

- Check Point Firewalls Proposal & DIR Contract
- Fortinet Firewalls Proposal
- Palo Alto Proposal



Contact: Deke Kemp

Phone: 281-636-0244

Email: dkemp@soliditnetworks.com

Web: <http://www.solidit.com>

Solid Relationships, Solid Solutions

Check Point Firewalls - DIR-CPO-4846

Quote #021532

Version 1

Prepared for:

College of the Mainland



Contact: Deke Kemp
Phone: 281-636-0244
Email: dkemp@soliditnetworks.com
Web: http://www.solidit.com

PREPARED FOR:
College of the Mainland Aaron Hensley 1200 Amburn Road Texas City, TX 77591 ahensley@com.edu (409) 938-1211

DATE	NUMBER	VER
09/08/2025	021532	1

PROJECT
Check Point Firewalls - DIR-CPO-4846

Check Point

ITEM	DESCRIPTION	PRICE	QTY	TOTAL
CPAP-SG9200-PLUS-SNBT	9200 Plus Appliance with 2 Virtual Systems and SandBlast subscription package for 1 year	\$16,764.00	2	\$33,528.00
CPAC-RAM32GB-9100/9400-INSTALL	32GB MEMORY UPGRADE KIT FOR 9100-9400APPLIANCES	\$1,780.00	2	\$3,560.00
CPSB-MOB-U	Mobile Access Blade unlimited	\$4,804.80	2	\$9,609.60
CPAC-TR-1SX-D	SFP transceiver for 1G Fiber ports- short range (1000Base-SX)- for 9000/19000/29000 appliances	\$89.00	6	\$534.00
CPAP-SG1600-SNBT-SS-PREMPRO-3Y	1600 appliance with SNBT subscription package and Direct Premium Pro support for 3 years	\$4,687.32	2	\$9,374.64
Check Point Subtotal				\$56,606.24

Support/Services

ITEM	DESCRIPTION	PRICE	QTY	TOTAL
CPSM-CLOUD-5GW-CMPT-3Y	Smart-1 Cloud to manage 5 gateways with up to 15 GB daily logs and 3 months retention for 3 years, including Complete Package	\$14,364.24	1	\$14,364.24
CPES-SS-PREMIUMPRO	Premium Direct Enterprise Support	\$11,950.85	1	\$11,950.85
CPES-SS-PREMIUMPRO-ADD	Premium Direct Enterprise Support	\$18,882.96	1	\$18,882.96
CPES-SS-PREMIUMPRO	Premium Direct Enterprise Support	\$1,005.50	1	\$1,005.50
CPSB-SNBT-9200-PLUS-2Y	Next Generation Threat Prevention and Sandblast for additional 2 years for 9200 PLUS Appliance	\$12,656.16	2	\$25,312.32
Support/Services Subtotal				\$71,515.87



Contact: Deke Kemp
Phone: 281-636-0244
Email: dkemp@soliditnetworks.com
Web: http://www.solidit.com

Migration services

ITEM	DESCRIPTION	PRICE	QTY	TOTAL
CPTS-PRO-ATAM3-1Y	For Small to Medium Enterprises. Proactive custom support. ATAM3 offers 15 days of work and includes one round trip for onsite work if requested.	\$28,259.08	1	\$28,259.08
Migration services Subtotal				\$28,259.08

Quote Totals

SECTION	TOTAL
Check Point	\$56,606.24
Support/Services	\$71,515.87
Migration services	\$28,259.08
Total	\$156,381.19

- 1) AGREEMENT - By ordering or accepting the goods described herein, Buyer agrees to the terms and conditions set forth herein and in any attachments hereto, none of which may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Seller and delivered to Buyer.
- 2) TERMS OF PAYMENT/PENALTY. Invoices are issued as of the date of delivery covering deliveries from our stocks and as of the date of shipment covering direct shipments and are due and payable in lawful money of the United States of America upon the issuance thereof unless otherwise specifically agreed in writing. All unpaid items will be charged a 10% late penalty beginning the 10th day the invoice is deemed late, such charges not to exceed the maximum charge permitted by law.
- 3) BUYER'S DUTY TO INSPECT. Buyer must immediately inspect all material for shortages, conformity with order and defects. If goods appear not to conform to the contract between Buyer and Seller, Buyer shall discontinue their use and immediately notify Seller of such condition and afford Seller a reasonable opportunity to inspect the same. Claims for shortage or deductions for erroneous charges must be presented within fifteen (15) days after receipt of the goods or they will not be allowed. No material will be taken back and credited or replaced unless arrangements for return have been made with Seller. Seller may, at its option, replace those products proven defective or allow credit for an amount not exceeding the sum of the original purchase price thereof. Manufacturer and Distribution warranty, cancellation, and return policies will apply.
- 4) PRICES, TAXES & LCP PRICING – Unless otherwise indicated, prices are exclusive of all city, state and federal taxes. Any taxes which Seller may be required to collect under any existing law upon or with respect to the sale, purchase delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale, thereof, shall be for the account of Buyer and Buyer shall promptly pay the amount thereof to Seller upon request. Product, inventory, and pricing data are updated frequently and subject to change without notice. Please consult your Solid IT Networks sales representative for timely, updated pricing prior to placing an order.
- 5) SHIPPING AND CREDIT CARD CHARGES - Additional shipping charges may apply. Payments by credit card will be subject to an additional 4% processing fee.
- 6) CONFIDENTIALITY - Solid IT Networks, Inc. asserts the information submitted in connection with this quotation is confidential, and if released, may give advantage to a competitor, and therefore should not be disclosed to third parties. In addition, Solid IT asserts the information submitted contains internal proprietary methods in preparing the network configuration and implementation of the work and also may constitute trade secrets which should not be disclosed.

Signature

Date

[Home](#) >

Contract Number

DIR-CPO-4846

Contract Start Date: **01/25/23** ?

Contract Term Date: **01/25/27** ?

Contract Expiration Date: **01/25/28** ?

Vendor Information

[TD SYNEX Corporation](#)

Vendor ID: **19427033337**

HUB Type: **Non HUB** ?

RFO: **DIR-CPO-TMP-550**

Contract Status: **Active**

VENDOR CONTACT:

[Destiny Lark](#) ↗

Phone: (864) 666-2364

Fax: 864-289-4511

[Vendor Website](#) ↗

DIR CONTACT:

[Linda Mahan](#) ↗

Phone: (512) 475-4830

Contract Overview

Provide Feedback

TD SYNEX Corporation offers Cyber Security hardware, software, and services through this contract. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through January 25, 2027.

Contract Details & Ordering Information

[Products & Services](#)



Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Hardware
- IT Security Software/Hardware
- Security Services
- Technical Services

MORE INFORMATION

[Vendor Website](#) 

Visit this Vendor's website to view the latest product, service, and pricing information.

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Texas
Department of
Information
Resources

300 W. 15th Street
Suite 1300
Austin, TX 78701
512-475-4700

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Contact: Deke Kemp
Phone: 281-636-0244
Email: dkemp@soliditnetworks.com
Web: <http://www.solidit.com>

Solid Relationships, Solid Solutions

3 Year Fortinet Renewal, FortiAnalyzer and FortiCloud Licenses - DIR-CPO-5404

Quote #021494

Version 1

Prepared for:

College of the Mainland



Contact: Deke Kemp
Phone: 281-636-0244
Email: dkemp@soliditnetworks.com
Web: http://www.solidit.com

PREPARED FOR:
College of the Mainland Aaron Hensley 1200 Amburn Road Texas City, TX 77591 ahensley@com.edu (409) 938-1211

DATE	NUMBER	VER
09/09/2025	021494	1

PROJECT
3 Year Fortinet Renewal, FortiAnalyzer and FortiCloud Licenses - DIR-CPO-5404

Fortinet - Support from 12/26/2025 through 12/26/2028

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
COTERM	Support Renewal	\$139,739.55	\$122,272.11	1	\$122,272.11
Fortinet - Support from 12/26/2025 through 12/26/2028 Subtotal					\$122,272.11

FortiAnalyzer

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
FC3-10-AZVMS-465-01-36	FortiAnalyzer-VM Subscription License with Support 3 Year Subscription license for 500 GB/Day Central Logging & Analytics. Include FortiCare Premium support, IOC, Security Automation Service and FortiGuard Outbreak Detection Service.	\$132,825.00	\$98,290.50	1	\$98,290.50
FortiAnalyzer Subtotal					\$98,290.50

FortiCloud Licenses

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
FC-10-F101F-131-02-36	FortiGate-101F 3 Year FortiGate Cloud Management, Analysis and 1 Year Log Retention	\$1,782.00	\$1,479.06	2	\$2,958.12
FC-10-F11HE-131-02-36	FortiGate-1100E 3 Year FortiGate Cloud Management, Analysis and 1 Year Log Retention	\$19,052.40	\$15,813.49	2	\$31,626.98
FortiCloud Licenses Subtotal					\$34,585.10

Quote Totals

SECTION	TOTAL
Fortinet - Support from 12/26/2025 through 12/26/2028	\$122,272.11
FortiAnalyzer	\$98,290.50
FortiCloud Licenses	\$34,585.10
Total	\$255,147.71



Contact: Deke Kemp
Phone: 281-636-0244
Email: dkemp@soliditnetworks.com
Web: http://www.solidit.com

-
- 1) AGREEMENT - By ordering or accepting the goods described herein, Buyer agrees to the terms and conditions set forth herein and in any attachments hereto, none of which may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Seller and delivered to Buyer.
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Signature

Date



QUOTE FOR Ronald LeVick
 College Of The Mainland
 1200 Amburn Road
 TX City TX 77591
 United States
 (409) 933-8344
 rlevick@com.edu

DATE 09/09/2025
QUOTE # 6007586

CONTACT Traci Thurwalker
 (281) 543-9214
 traci@solidborder.com

PLEASE SEND PURCHASE ORDER
BY EMAIL orders@solidborder.com
BY FAX 800-887-9974



PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	PAN-PA-3430	PA-3430 with redundant AC power supplies. Includes rack mount kit for installation in a four-post 19IN, Worlds first ML-Powered NGFW; Eleven-time Leader in the Gartner Magic Quadrant for Network Firewalls; Extends visibility and security to all devices, including unmanaged IoT devices, without the need to deploy additional sensors	2	\$55,650.00	\$15,419.30	\$30,838.60
2	PAN-PA-3430-BND-CORESEC-3YR	PA-3430, Precision AI Network Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 3 years (36 months) term	2	\$126,530.00	\$55,730.10	\$111,460.20
3	PAN-PA-3430-PAA-3YR	PA-3430, Prisma Access Agent subscription, 3 years (36 months) term	2	\$30,140.00	\$14,107.03	\$28,214.06
4	PAN-SVC-PREM-3430-3YR	Premium support 3 year prepaid, PA-3430	2	\$35,070.00	\$19,883.40	\$39,766.80
5	PAN-PA-1410	Palo Alto Networks PA-1410 (includes RM kit - PAN-1RU-RACK-KIT-4POST), 10/100/1000 (8), 1G/2.5G/5G (4)/PoE, 1G SFP (6), 1G/10G SFP/SFP+ (4); 10/100/1000 out-of-band management port (1); HSCI 10 gigabit high availability (1); RJ-45 console port (1); USB port (1); Micro USB console port (1)	2	\$9,995.00	\$3,954.02	\$7,908.04
6	PAN-PA-1410-BND-CORESEC-3YR	PA-1410, Precision AI Network Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 3 years (36 months) term	2	\$24,270.00	\$11,861.96	\$23,723.92
7	PAN-SVC-PREM-1410-3YR	PA-1410, Premium support, 3 years (36 months) term	2	\$6,300.00	\$3,572.13	\$7,144.26
8	PAN-PRA-25	Panorama central management software, 25 devices	1	\$11,290.00	\$4,232.62	\$4,232.62
9	PAN-SVC-PREM-PRA-25-3YR	Premium support 3 year prepaid, Panorama 25 devices	1	\$7,140.00	\$4,047.86	\$4,047.86

SUBTOTAL \$257,336.36
SHIPPING \$0.00
TAX (%) \$0.00
TOTAL \$257,336.36



Purchasing Contract DIR-CPO-4850

QUOTE EXPIRES 10/09/2025
TERMS Net 30.
Payment via credit card may incur a 4% processing fee.
EMPLOYER ID # EIN # 33-1009121
REMIT TO Solid Border, Inc.
1806 Turnmill St
San Antonio TX 78248
United States

By issuing a purchase order referencing the Quote number above, Customer acknowledges and agrees that use of the products and/or services listed herein are governed by the applicable terms and conditions listed below unless the parties have an applicable fully executed agreement or addendum thereto which governs this purchase.

Solid Border, Inc. Terms and Conditions
.....

This order is non-refundable and non-cancellable.

For agreements with a term longer than 1-year, Customer is obligated to fulfill all additional payments for the term listed above. Multi-year commitments are binding.

Modifications to this agreement must be approved in writing by Solid Border, Inc.

If this Quote includes any of the following products and/or services, then they may be subject to auto-renewal by the manufacturer: BitSight, Cisco, Entrust, Mimecast, Proofpoint, or Rapid7. For auto-renewing products and/or services, if a purchase order for your renewal is not received by 45 days from the end of your current subscription term, then the auto-renewal will be cancelled, which may affect future pricing. Your current subscription will not be affected. A renewal quote can be generated prior to the end of your subscription term or by request.



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PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: September 22, 2025
Subject: Renewal of Contract 23-02 for \$170,778.00

AGENDA ITEM DESCRIPTION

Approval of Contract 23-02 Renewal for Print Services in an amount of \$170,778.00

PURPOSE

The purpose is to continue to provide the annual print service solutions to support campus wide traditional print and digital materials.

BACKGROUND

On August 22, 2022, the Board of Trustees approved the subject contract award based on competitive proposal offers. The initial contract period began September 1, 2022 – August 31, 2024, with (2) two annual renewal options. The estimated cost for the final renewal period is based on historical expenditures. Therefore, it is the recommendation of administration to renew the subject contract for a not-to-exceed amount of \$170,778.00 beginning September 1, 2025 - August 31, 2026

FUNDING SOURCE

Fund 11 Operating Budget

PROPOSED MOTION

"I move the Board of Trustees approve the final renewal of contract 23-02 to Slate & L.P. Print Solutions for a not-to-exceed amount of \$170,778.00."

ATTACHMENT(S)

1. Proposal Eval Summary

Line #	Description	Mfgr	Mfgno	QTY	UOM	Pamela Printing Company (Smith)		LP Printing, Inc (Long Plan Printing, Inc)		FASTSIGNS OF GALVESTON (VELIU, INC)		Speedy's Printing (Wilkins & Associates, Inc.)		Slate Group (Copy Craft Printers Inc)		Thomas Printworks (Thomas Reprographics)	
						Total Price		Total Price		Total Price		Total Price		Total Price		Total Price	
						Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Job #1: Postcard Finished size: 6.25 x 9 in tri			1000	EA	\$0.18	\$180.00	\$0.37	\$370.00	\$0.21	\$210.00	\$0.46	\$460.00	\$0.42	\$420.00	\$0.16	\$160.00
2	Job #1: Postcard Finished size: 6.25 x 9 in tri			5000	EA	\$0.09	\$450.00	\$0.11	\$550.00	\$0.10	\$500.00	\$0.22	\$1,100.00	\$0.13	\$650.00	\$0.10	\$500.00
3	Job #1: Postcard Finished size: 6.25 x 9 in tri			10000	EA	\$0.08	\$800.00	\$0.09	\$900.00	\$0.10	\$1,000.00	\$0.20	\$2,000.00	\$0.09	\$900.00	\$0.09	\$900.00
4	Sample Job #2: Flyer Finished size: 8.5 x 11 in			250	EA	\$0.37	\$92.50	\$0.39	\$97.50	\$0.25	\$62.50	\$0.74	\$185.00	\$0.52	\$130.00	\$0.60	\$150.00
5	Sample Job #2: Flyer Finished size: 8.5 x 11 in			500	EA	\$0.26	\$130.00	\$0.27	\$135.00	\$0.12	\$60.00	\$0.64	\$320.00	\$0.36	\$180.00	\$0.36	\$180.00
6	Sample Job #2: Flyer Finished size: 8.5 x 11 in			1000	EA	\$0.20	\$200.00	\$0.24	\$240.00	\$0.08	\$80.00	\$0.62	\$620.00	\$0.28	\$280.00	\$0.24	\$240.00
7	Sample Job #3: Poster Finished size: 11x17 in			1000	EA	\$0.35	\$350.00	\$0.53	\$530.00	\$0.80	\$800.00	\$1.00	\$1,000.00	\$0.50	\$500.00	\$0.38	\$380.00
8	Sample Job #3: Poster Finished size: 11x17 in			2500	EA	\$0.22	\$550.00	\$0.29	\$725.00	\$0.52	\$1,300.00	\$1.00	\$2,500.00	\$0.41	\$1,025.00	\$0.25	\$625.00
9	Sample Job #3: Poster Finished size: 11x17 in			5000	EA	\$0.17	\$850.00	\$0.21	\$1,050.00	\$0.39	\$1,950.00	\$0.38	\$1,900.00	\$0.29	\$1,450.00	\$0.18	\$900.00
10	Sample Job #4: Magazine # of pages: 36 Finis			1	LT	\$0.62	\$0.62	\$2.80	\$2.80	\$63.41	\$63.41	\$0.58	\$0.58	\$76,865.31	\$76,865.31	\$79,925.00	\$79,925.00
11	Guaranteed Quantity Discount			1	EA	0.0%		10.0%				0.05%		0.0%		0.0%	
12	Percent Discount Off Usual Customary Print			1	EA	5.0%		10.0%				0.05%		0.0%		0.0%	
13	Percent Discount Off Usual Customary Copy			1	EA	5.0%		10.0%				0.05%		0.0%		0.0%	
14	Percent Discount Off Usual Customary Bindi			1	EA	5.0%		10.0%				0.05%		15.0%		0.0%	
15	Percent Discount Off Usual Customary Print			1	EA	5.0%		10.0%				0.05%		0.0%		0.0%	
Form 1	Q&A Response					Q&A Response	X	Q&A Response	X	Q&A Response	None Present	Q&A Response	X	Q&A Response	X	Q&A Response	X
Form 2	Amendment Cert					Amendment Cert	X	Amendment Cert	X	Amendment Cert	None Present	Amendment Cert	X	Amendment Cert	X	Amendment Cert	X
Form 3	Anti-Terrorism Cert					Anti-Terrorism Cert	X	Anti-Terrorism Cert	X	Anti-Terrorism Cert	None Present	Anti-Terrorism Cert	X	Anti-Terrorism Cert	X	Anti-Terrorism Cert	X
Form 4	Insurance					Insurance	X	Insurance	X	Insurance	None Present	Insurance	X	Insurance	X	Insurance	X
Form 5	Felony Conviction					Felony Conviction	X	Felony Conviction	X	Felony Conviction	None Present	Felony Conviction	X	Felony Conviction	X	Felony Conviction	X
Form 6	CIC					CIC	X	CIC	X	CIC	None Present	CIC	X	CIC	X	CIC	X
Form 7	Collusive Affidavit					Collusive Affidavit	X	Collusive Affidavit	X	Collusive Affidavit	None Present	Collusive Affidavit	X	Collusive Affidavit	X	Collusive Affidavit	X
Form 8	References					References	None Present	References	X	References	None Present	References	None Present	References	X	References	None Present
Samples	Samples					Samples	X	Samples	X	Samples	None Present	Samples	X	Samples	X	Samples	None Present
						RFP Response Non-Compliant		RFP Response Compliant		RFP Response Non-Compliant		RFP Response Non-Compliant		RFP Response Compliant		RFP Response Non-Compliant	

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	
TOTAL	100	500	

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	-	-



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: September 22, 2025
Subject: Increase Contract 25-01 for an additional \$105,000.00

AGENDA ITEM DESCRIPTION

Approval to increase contract 25-01: Internal Audit Services for an additional \$105,000.00 for a not-to-exceed total contract amount of \$265,000.00

PURPOSE

Provide consulting services to assist in the implementation of special projects including, HB8 Funding Optimization, and Foundation Donor Fund Reconciliation.

BACKGROUND

On October 28, 2024, the Board approved the subject contract awarded to Weaver & Tidwell for a not-to-exceed amount of \$160,000.00 for HB8 Compliance Phase 1 & 2. The requested increase is to support additional projects as follows:

Project	Fee	Funding Source
HB8 Funding Optimization	\$ 65,000.00	Fund Balance
Foundation Donor Fund Reconciliation & Implementation	\$ 40,000.00	Fund Balance
Total	\$105,000.00	

Weaver & Tidwell is the selected internal audit firm selected based on a Request for Qualifications process. It is the recommendation of Administration to continue utilizing Weaver & Tidwell for consulting as the subject matter experts of the above noted projects for continued compliance.

FUNDING SOURCE

Fund Balance 2026-17

PROPOSED MOTION

"I move the Board of Trustees approve an increase to contract 25-01 to Weaver & Tidwell for an additional \$105,000.00 and a revised contract total not-to-exceed \$265,000.00."

ATTACHMENT(S)

1. Funding Optimization Proposal
2. Donor Fund Reconciliation Proposal
3. Donor Fund System Implementation Proposal

Scope of Work for Texas House Bill 8 Analysis and Implementation Support

Our Approach

Our methodology for supporting colleges through the transition to House Bill 8 (HB8) is structured around three phases. Meeting the College where you are at with an initial assessment, building the tools for continuous reporting, and helping you identify the metrics and monitorable attributes to best optimize your performance allocation all driven by our deep educational experience.



Phase 1: Data Source Identification and Assessment

With the changing requirements identified by HB8, many colleges are faced with incorporating data that has historically not been recorded transactionally, rather it exists only in spreadsheets, or is anecdotal into a defined calculation to drive your revenue allocations over the next year. In the first phase of this project, we perform three primary activities to help the College understand where you are at and create a roadmap to implementation. These steps include:

- 1 INITIAL DATA DISCOVERY AND RECONCILIATION** – Upon engagement, we'll perform an initial data assessment based on the required elements and contextual elements required by HB8. We will meet with management to discuss where we anticipate each data element to be stored and we will work with the application product owners to identify the specific location of the elements whether in Colleague or other applications.

We will compile the results of our procedures into a data map that shows what information is stored transactionally, what process the data is recorded as a part of, and any information required for HB8 that is not included in the current transactional applications leveraging the insights gained through the Internal Audit Consultation on Institutional Reporting.

- 2 GAP INVESTIGATION** – Based on the results of step one, we will work with management to identify any data elements not transactionally recorded to determine if the information is stored or maintained in a manual medium. We will meet with process owners to understand at what point the data is located, how it could be obtained, and document the location of that information.

Furthermore, during this step we will work with the IT team to get initial data extracts of the transactionally recorded data and perform a preliminary data integrity analysis. This will help determine the consistency and level of reliability of the completion of the critical data fields identifying any issues to potentially require redress prior to incorporation into a reporting process.

- 3 TRANSACTIONAL SOLUTIONS** – We'll work with the process owners, management, and other stakeholders to define solutions for the results of the findings from our gap investigation. We will maximize the utilization of current applications and standard processes to incorporate key information on a go forward basis as well as define solutions for obtaining the information relevant to current students.

Our results will consolidate our solutions into initiatives that maximize the consistency of processes and minimize the need to perform new processes focusing on incremental adjustments to existing activities to facilitate implementation and adoption. We will work with management to define a roadmap of implementation with accountable initiative owners prioritizing those elements most critical for effective reporting.

Phase 2: Reporting Implementation

During this phase, Weaver will work with your IT teams to develop and deploy functionality to facilitate the generation, review and submission of critical reports related to HB8. perform most of the hands-on operational control work, executing procedures and testing as indicated in the detailed operational control evaluation plan.

Discovery and Design



In Step 1, our team will work to understand the College, its team, systems and detailed goals.

- » Review current data warehouse architecture (if applicable) and transfer security requirements
- » Review current ETL and data modeling tools in place at the College
- » Gather requirements, prototype, receive feedback and design solutions
 - » Deliverable — Weaver will provide a functional design document (FDD) that outlines the overall architecture of the platform, example wireframes, and key functionality

Development



- » Leverage learnings to guide designs of data pipelines and future models
 - » Deliverable — Weaver will provide assessment and recommendations for tooling ETL pipelines and data models and work with IT to deploy
- » Align on future approach and begin building future state
- » Assist in data modeling and building out ETL pipelines for data warehouse objects
 - » Deliverable — Complete small-scale dashboard of Reporting data
- » Test functionality, gather feedback, enhance, and redeploy after user feedback
- » Confirm project requirements have been met
 - » Deliverable -- Complete dashboard based on final FDD

Finalization



- » Schedule live meetings to transfer knowledge to College staff
- » Provide supporting documentation for project handover
- » Review project wins and retrospective feedback around opportunities
- » Project close



Phase 3: Funding Optimization and Metrics– To be Scoped after Phase 1

During this phase, Weaver will work with management to identify those areas based on the current performance metric calculations where management could see the greatest return on investment.

We will perform an exploratory data analysis exercise of the existing information against the funding calculations for the performative allocations of HB8 to identify items such as:

- ▶ **Optional:** Degree Leakage - Ensure compliance with THECB requirements and optimize funding through accurate and comprehensive degree audits.
 - » Review current OSA and CE program structures and requirements.
 - » Conduct detailed audits of student records to ensure all criteria for OSAs are met (~159 completions)
 - » Identify gaps in compliance and perform applicable corrective actions.
- ▶ Evaluation of Program Delivery Cost
 - » For each fundable program analyze the delivery cost per outcome identifying
 - » Programmatic fixed costs
 - » Cost of educators per student
 - » Costs of educational materials
 - » Create a ROI matrix prioritizing programs based on delivery cost and throughput of outcomes.
- ▶ Courses, tracks, or professors that have an unusually high instance of resulting in student loss
 - » For each program, identify programs with a high number of outcomes not accomplished due to drops including a defined reason for that drop

Based on the findings of our exploratory data analysis, we will work with management to identify metrics to monitor programmatic success as well as solutions to enhance the success of the analyzed programs.

Estimated Timeline

We're committed to collaborative planning with the appropriate stakeholders and adherence to set timelines and milestones. At the start of the engagement, we'll work with the College to develop a mutually agreed-upon timeline.

We estimate the duration of phase 3 to take between 6 and 12 weeks depending on the availability of College knowledge experts.

Your engagement partner and team management will be hands-on, scheduling regular meetings to ensure engagement goals are communicated and understood, identify any operational issues observed during the engagement, and learn about changes in your forward-looking strategies.

Cost Proposal

Cost efficiency has long been a Weaver hallmark: We pride ourselves on offering extensive capabilities at a reasonable cost.

Our pricing reflects the level of insight and technical knowledge our team brings, **along with our proven focus on helping the College meet both your immediate objectives and your long-term goals.**



Weaver is committed to working with you to develop a conscious, cost-effective fee structure that reflects your unique needs. Keeping fees reasonable is just one way we demonstrate a commitment to our clients — we want our relationship with the College to continue to be long-term and mutually beneficial.

Estimated Fees

Weaver has prepared a fee estimate based on the proposed work steps outlined in our **Approach**.

Fee Estimate	
Scope of Work	Fees
Phase 3: Funding Optimization and Metrics – With Degree Leakage	\$65,000
or	
Phase 3: Funding Optimization and Metrics – Without Degree Leakage	\$45,000

Out-of-Pocket Expenses and Administrative Costs

The rates quoted are all-inclusive; we don't charge for out-of-pocket expenses such as printing, report production and similar administrative costs. Routine meetings and accounting advice in the ordinary course of business are also considered part of our role as your professional services provider and aren't charged as a separate fee.

Addressing Scope Changes

There should never be surprises when it comes to costs. While exact hours are sometimes difficult to estimate in engagements with multiple moving pieces, Weaver will always keep you fully up to date on costs incurred and how we're tracking against the pre-approved numbers.

Scope of Work for Donor Fund Reconciliation

Our Approach

College of the Mainland is experiencing donor fund imbalance issues where current account balances do not reconcile with supporting transactional documentation.

We will perform systematic transactional analysis working backward from current balances to validate starting positions three years prior. Our deliverables will emphasize usability, providing COM with detailed period-by-period reporting that clearly shows balance movements for each donor fund, concluding with process improvements to maintain accuracy going forward.



Phase 1: Data Collecting & Initial Assessment

In the first phase of this project, we perform two primary activities to ensure we have comprehensive donor fund data and supporting documentation. These steps include:

- 1 INITIAL DATA COLLECTION & DISCOVERY** – Upon engagement, we'll perform an initial data collection and assessment to ensure we have complete data and supporting documentation to accurately reconcile donor fund balances. During this phase we will perform a kickoff meeting with management and, subsequently, schedule brief meetings to fully understand the source and format of data and supporting documents requested.

We will compile a complete inventory of all donor accounts requiring reconciliation along with the data representing the debits and credits to donor accounts and supporting documentation.

- 2 INITIAL ASSESSMENT** – In this phase we will begin assessing the data provided for completeness and integrity of available documentation. We will identify missing records and develop strategies for alternative verification. This assessment will allow our team to reconcile the funds and provide solutions to COM more effectively and efficiently.



Phase 2: Data Analysis & Reconciliation

During this phase, our team will perform a comprehensive analysis on the data and document discrepancies identified. Utilizing the supporting documentation for debits and credits and preparing reconciliation worksheets for each fund, we will be able to provide COM with verified fund balances that are rolled-forward from previous 3 years and recommendations to maintain the funds.

Our team will perform the following tasks:

- ▶ Comprehensive Transactional Analysis
 - » Conduct month-by-month roll-forward analysis for each donor fund over the 36-month period.
 - » Categorize and verify all transactions against supporting documentation, such as donations and contributions (cash, pledges, in-kind), expenditures and fund disbursements, and if applicable, transfers between funds, investment income and realized gains/losses, and administrative fees and allocations.
 - » Prepare detailed reconciliations for each donor fund showing beginning balance, monthly activity detail with debits and credits by category, running balance calculations with variance analysis and ending balance with current position validation.

- ▶ Discrepancy Identification and Root Cause Analysis
 - » Identify all variances between recorded balances and supporting documentation
 - » Categorize discrepancies by type, materiality, and likely cause
 - » If necessary, perform root cause analysis on the identified discrepancies
 - » Prepare detailed variance explanations with supporting evidence



Phase 3: Reporting & Process Improvement

During this phase, Weaver will present to management the corrected, if necessary, and verified fund balances and discuss the root cause of the discrepancies. Additionally, Weaver will make recommendations to improve the process of managing and maintaining the donor funds.

Executive Summary and Findings Report

- » Summarize key findings and quantify total discrepancies identified
- » Provide management-level analysis of reconciliation challenges and their impact
- » Present recommendations for immediate corrective actions

Process Improvement and Knowledge Transfer

- » Design improved reconciliation process for the donor funds
- » Provide recommendations on donor transaction posting and reporting
- » Provide recommendations on donor reporting of fund balance including transaction activity



Estimated Timeline

We're committed to collaborative planning with the appropriate stakeholders and adherence to set timelines and milestones. At the start of the engagement, we'll work with the College to develop a mutually agreed-upon timeline.

We estimate the duration of this project to take between 3-4 weeks depending on the availability of information and documents requested by Weaver.

Your engagement partner and team management will be hands-on, scheduling regular meetings to ensure engagement goals are communicated and understood, identify any operational issues observed during the engagement, and learn about changes in your forward-looking strategies.

Cost Proposal

Cost efficiency has long been a Weaver hallmark: We pride ourselves on offering extensive capabilities at a reasonable cost.

Our pricing reflects the level of insight and technical knowledge our team brings, **along with our proven focus on helping the College meet both your immediate objectives and your long-term goals.**



Weaver is committed to working with you to develop a conscious, cost-effective fee structure that reflects your unique needs. Keeping fees reasonable is just one way we demonstrate a commitment to our clients — we want our relationship with the College to continue to be long-term and mutually beneficial.

Estimated Fees

Weaver has prepared a fee estimate based on the proposed work steps outlined in our **Approach**.

Fee Estimate	
Scope of Work	Fees
Donor Fund Reconciliation	\$15,000-20,000

Out-of-Pocket Expenses and Administrative Costs

The rates quoted are all-inclusive; we don't charge for out-of-pocket expenses such as printing, report production and similar administrative costs. Routine meetings and accounting advice in the ordinary course of business are also considered part of our role as your professional services provider and aren't charged as a separate fee.

Addressing Scope Changes

There should never be surprises when it comes to costs. While exact hours are sometimes difficult to estimate in engagements with multiple moving pieces, Weaver will always keep you fully up to date on costs incurred and how we're tracking against the pre-approved numbers.

Scope of Work for Implementation of Donor Fund Management System

Background

During the course of our donor fund reconciliation engagement, College of the Mainland has identified a strategic opportunity to leverage our deep understanding of their donor fund operations to support the implementation of their new financial system. This amendment represents a natural extension of our current work and will ensure seamless integration between the reconciliation findings and the new system setup.

Financial System Implementation Support

Meeting Participation & Strategic Guidance

- ▶ Attend weekly implementation meetings and key milestone sessions
- ▶ Provide subject matter expertise on donor fund accounting requirements
- ▶ Review and validate system configuration for donor fund management
- ▶ Participate in user acceptance testing from a donor fund perspective

Documentation & Configuration Support

- ▶ Complete required system setup forms and configuration documentation
- ▶ Map existing donor fund chart of accounts to new system structure
- ▶ Assist in defining donor fund reporting requirements and templates
- ▶ Review and validate data conversion specifications for donor funds

Integration & Quality Assurance

- ▶ Ensure reconciliation findings are properly reflected in new system setup
- ▶ Validate that identified process improvements are incorporated into new workflows
- ▶ Support testing of donor fund functionality and reporting capabilities
- ▶ Provide recommendations for system controls and segregation of duties

Estimated Timeline

We estimate the duration of this project to take about 8 weeks depending on the availability of information, the COM Foundation team and the vendor team.



Estimated Fees

Weaver has prepared a fee estimate based on the proposed work steps outlined above.

Fee Estimate	
Scope of Work	Fees
Donor Fund Management System Implementation	\$20,000

Addressing Scope Changes

There should never be surprises when it comes to costs. While exact hours are sometimes difficult to estimate in engagements with multiple moving pieces, Weaver will always keep you fully up to date on costs incurred and how we're tracking against the pre-approved numbers.



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: August 29, 2025
Subject: Closing of TexPool Moody Loan Fund Account

AGENDA ITEM DESCRIPTION:

Consideration of and possible approval to close the TexPool Moody Loan Fund account and reallocate the funds to the TexPool COM Operating account.

PURPOSE

To close the TexPool Moody Loan Fund account and reallocate the funds to the TexPool COM Operating account. This action eliminates the need for an additional bank account reconciliation and the liability of an unnecessary bank account.

BACKGROUND

College of the Mainland (COM) opened its first account with TexPool on May 3, 1999. However, no documents can be located to determine when the Moody Loan Fund account was initially opened. TexPool records do indicate that this account was open in 8/2004 and had a balance of \$3,153.30 on 8/31/2004. Deposits were made between 9/1/2004 and 8/31/2009 that resulted in a balance of \$67,235.67 on 9/1/2009. In March of 2010, a withdrawal in the amount of \$42,333.23 was made. Records indicate this amount was used to clear the general ledger cash account. Current staff have no knowledge of why this entry was completed and there is no clear supporting documentation. An assumption may be made that these funds were used to replenish the Texas First Bank Operating account to cover the funds used to issue the Moody loans to students. However, without proper documentation, this is only an assumption. The TexPool Moody Loan Fund account has had no activity other than a slight amount of interest earned since 3/4/2010. On July 31, 2025, the account balance was \$30,677.20.

FUNDING SOURCE:

N/A

PROPOSED MOTION:

Suggested motion: "I move the Board of Trustees approve the closure of the TexPool Moody Loan Fund account and reallocate the funds to the TexPool COM Operating account".

ATTACHMENTS:

None



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer
Date: September 22, 2025
Subject: Surgical Technology Clinical Coordinator/Faculty (New)

AGENDA ITEM DESCRIPTION

Presented for recommended approval to the Board of Trustees on September 22, 2025 and forwarded for recommended approval to Board of Trustees on the same date.

BACKGROUND

Full-time faculty position responsible for delivering lecture instruction, facilitating laboratory experiences, and conducting clinical site visits within the Surgical Technology Program. The role also includes the potential to teach in the Surgical Technology (AAS) Program. Faculty are expected to support student learning and success through effective teaching practices, maintain compliance with program accreditation requirements, and contribute to curriculum development and continuous program improvement.

FUNDING SOURCE

Surgical Technology Clinical Coordinator/ Faculty - \$79,854 from budget 11-0-0000-1307-5100

PROPOSED MOTION

"I move the Board of Trustees approve the appointment of Clevonna Agboyibor to the position of Surgical Technology Clinical Coordinator/Faculty, Surgical Technology Department."

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer
Date: September 22, 2025
Subject: Events and Fundraising Planner (Replacement)

AGENDA ITEM DESCRIPTION

Presented for recommended approval to the Board of Trustees on September 22, 2025 and forwarded for recommended approval to Board of Trustees on the same date.

BACKGROUND

The College of the Mainland Foundation seeks a creative, detail-oriented, and highly organized Events and Fundraising Planner to lead the planning, coordination, and execution of events that support the Foundation's fundraising, donor cultivation, stewardship, and community engagement goals. This position is instrumental in enhancing donor and stakeholder experiences through strategic event design and delivery, advancing the Foundation's mission to support student success and college initiatives.

FUNDING SOURCE

Events and Fundraising Planner - \$59,726 from budget 11-0-0000-5142-5140

PROPOSED MOTION

"I move the Board of Trustees approve the appointment of Angela Bernard to the position of Events and Fundraising Planner, COM Foundation & Resource Development Department."

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer
Date: September 22, 2025
Subject: Communications Specialist (Replacement)

AGENDA ITEM DESCRIPTION

Presented for recommended approval to the Board of Trustees on September 22, 2025 and forwarded for recommended approval to Board of Trustees on the same date.

BACKGROUND

The Communications Specialist will support a variety of internal and external communications efforts across the College. This role will assist with writing and editing content for press releases, feature stories, employee communications, and marketing communications. They will also provide support for media relations and social media efforts, helping to ensure consistency in messaging and alignment with institutional priorities.

FUNDING SOURCE

Communications Specialist - \$58,136 from budget 11-0-0000-5146-5140

PROPOSED MOTION

"I move the Board of Trustees approve the appointment of Miles Shellshear to the position of Communications Specialist, Marketing & Public Affairs Department."

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: September 22, 2025
Subject: Recommendation to adopt revisions to COM Local Policy DEB

AGENDA ITEM DESCRIPTION

Discussion and possible action on the proposed revisions to COM Local Policy DEB, to allow for reimbursement of tuition costs for full-time employees and their dependents.

Presented and recommended for approval to the Board of Trustees on September 22, 2025.

PURPOSE

In addition to legally required benefits, COM policy DEB outlines the employee benefits offered by the College. The policy has been updated to include tuition reimbursement for eligible full-time employees and their IRS-defined dependents.

BACKGROUND

College of the Mainland offers a comprehensive employee benefits package, beyond those required by law, as resources permit. This package includes health, life, disability, and dental insurance, various leave options, and the opportunity for full-time benefits-eligible employees or their IRS-defined dependents to enroll in certain college courses tuition free.

FUNDING SOURCE

Not applicable

PROPOSED MOTION

Suggested motion: *“I move the Board of Trustees adopt the revisions to Local Policy DEB.”*

ATTACHMENT(S)

1. DEB (Local) Draft and Final *Compensation and Benefits: Fringe Benefits*

COMPENSATION AND BENEFITS
FRINGE BENEFITS

DEB
(LOCAL)

In addition to benefits provided by law, the Board, within the limits of the resources available to it, shall make provisions for employee benefits. The benefit package shall include:

1. Health, life, disability, and dental insurance on the cafeteria plan. [See CKD(LOCAL)]
2. Leaves and absences. [See DEC(LOCAL)]
3. Vacation and holidays. [See DED(LOCAL)]
4. Faculty sabbaticals. [See DEC(LOCAL)]
5. College credit tuition reimbursement. [See DEB(REGULATION A)]
6. Continuing education tuition reimbursement. [See DEB(REGULATION B)]
7. 50 Plus or Community Education Reimbursement. [See DEB(REGULATION B)]
- ~~5. Free college course enrollment. The College District shall allow each full-time benefits-eligible employee, or the employee's dependent as defined by IRS regulations, to enroll in one credit or noncredit course per semester at the College District, for a total of three courses per year, provided the course has sufficient enrollment of tuition-paying students and space is available on the last day of registration. Courses shall not be created only for the enrollment of employees or the employees' dependents.

An employee may schedule job-related courses during his or her regular working hours with advanced approval by the employee's supervisor.~~
- ~~6.8.~~ Dependent insurance or TSA. [See CKD(LOCAL)]
- ~~7.9.~~ Academic regalia. The College District shall help defray the cost of either the purchase or rental of academic regalia of up to \$75 per individual. Arrangements shall be made through the College District bookstore.
- ~~8.10.~~ Wellness activity scheduling. Wellness activities should be scheduled in such a way that the time is split between the employee and employer in accordance with the following:
 - a. Time off for participation in wellness activities shall be limited to one and one-half hours per week.
 - b. Supervisors are responsible for approving time off to participate in wellness activities and for ensuring that the

COMPENSATION AND BENEFITS
FRINGE BENEFITS

DEB
(LOCAL)

number of participants for a single work area at any given time will not limit work flow.

- c. Employees may participate in only one scheduled activity per day.
- d. Any activity sessions that cannot be scheduled to equally divide the time shall be submitted to the College President for approval.
- e. Documenting activities shall be as follows:
 - (1) Classes. Instructors are to maintain attendance records.
 - (2) Recreation flex time. A sign-in/sign-out sheet shall be provided at the front desk in the physical education lobby.
 - (3) Well-being seminars and the like. Sign-in sheets shall be available.

9-11. Retiree health insurance. Health and life insurance shall be provided for employees who retire from the College District. Benefits shall be administered in accordance with approved College District regulations.

BOARD REVIEW OF
BENEFITS

Benefits provided by the College District shall be reviewed periodically and amended, as necessary, by the Board upon recommendation of the College President.



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: September 22, 2025
Subject: Approval of New Credit Program

AGENDA ITEM DESCRIPTION

Approval of the new Bachelor of Applied Science Degree Operations Management.

PURPOSE

COM is seeking to establish a new Bachelor of Applied Science degree in Operation Management.

BACKGROUND

As part of the overall strategic planning and academic master plan, The proposed BAS in Operations Management addresses the growing regional demand for skilled professionals in this field. Operations Managers are recognized as a high-skill, high-growth occupation in the Gulf Coast region and are among the fastest-growing management roles, underscoring the need for educational programs that support career advancement. While other related fields may offer higher wage opportunities, the Operations Management program provides a versatile skill set applicable across multiple industries, reaching a broader student audience.

FUNDING SOURCE

The College of the Mainland is in excellent financial condition. Our expenditures support our strategic goals that are derived from our strategic plan. Our track record of successful audits with no negative findings, as well as investment grade ratings from Moody's and S&P Global demonstrate our financial strength.

The financial resources to initiate the Program have already been procured through COM's annual budgeting process. A funded budget will be included in the 2026 fiscal year pending Board of Trustee approval.

There are 3 sources of funding for community colleges in the state of Texas. Beyond tuition and fees, and the state appropriates, there is an ad valorem tax that supports the difference between operating costs and revenue. College of the Mainland has continuously been able to balance its operating budget.

	FY27	FY28	FY29	FY30	FY31	FY32
Revenues						
Tuition Revenue		40,656	105,336	146,916	169,092	169,092
Course Lab Fees		-	-	-	-	-
State Appropriation			49,000	112,000	143,500	161,000
Local Appropriation	47,500	8,078				
Total Revenues	\$47,500.00	\$48,734.00	\$154,336.00	\$ 258,916.00	\$ 312,592.00	\$330,092.00
Less: Expenses						
Full-Time Faculty			68,000	70,040	72,141	74,305
(2) Part Time Adjuncts:	28,400	29,252	30,130	31,033	31,964	32,923
Benefit Costs [28%]	-	-	19,040	19,611	20,200	20,806
Direct Oper. Expense	19,100	19,482	19,872	20,269	20,674	21,088
Accreditation						
Equipment						
Total Direct Expenses	47,500	48,734	137,041	140,954	144,980	149,122
Additional Funds						
Net Revenue/(Direct Cost)	\$ -	\$ -	\$ 17,294.80	\$117,962.28	\$ 167,612.36	\$180,969.71

PROPOSED MOTION

“I move the Board of Trustees approve the new Bachelor of Applied Science in Operation Management.”

ATTACHMENT(S)

1. Prospectus for BAS Operation Management



September 2025

New Program Substantive Change

Bachelor of Applied Sciences
in Operation Management

Contact:

Dr. Heather Rhodes

Vice President of Academic Affairs

hrhodes1@com.edu

409-933-8259

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ABSTRACT

College of the Mainland (COM) offers an array of workforce and transfer programs to meet the needs of our community. These programs provide students with the ability to earn short-term credentials and associate degrees. Additionally, the college has one bachelor's degree in nursing. The comprehensive list of our program offerings can be found in Appendix A.

Proposed Change

COM proposes to offer a new Bachelor of Applied Sciences (BAS) in Operations Management. This program is designed in accordance with the Texas Higher Education Coordinating Board's (THECB) guidance on bachelor degree program development for community and technical colleges. The Program Advisory Committee supports and approves the development of this degree.

Initial Date of Implementation: The College proposes that courses in the BAS in Operations Management begin in Fall 2026.

Projected Number of Students: The projected number of students admitted into the certificate and degree is 15 in the two cohorts. The next two cohorts will increase to twenty students. After the first four cohorts, all additional cohorts will admit up to 25 students.

Projected Life of the Change: The BAS in Operations Management is designed to be ongoing, offering continual growth in student enrollment.

Primary Target Audience or Market: The primary target audience includes:

- Employees working in management roles seeking a higher credential to advance their careers.
- Students from healthcare, industrial careers, information technology, and business who can apply their existing credits without losing progress.
- Industry professionals seeking to enhance leadership and operations management skills.

Institutional Strengths to Undertake the Proposed New Program: College of the Mainland has many strengths to undertake this new program:

- The support of the community through Advisory Committee participation
- The support of local industry
- Adequate classroom and facilities
- Highly qualified faculty to teach and coordinate the program

Need For Change

BAS in Operations Management will meet the growing demand for skilled professionals in this field. Table 1 supports this initiative, listing Operations Managers as a high-skill, high-growth occupation in the Gulf Coast region. Table 2 identifies General and Operations Managers as the fastest-growing management roles, emphasizing the need for educational programs that prepare students for career advancement. The data also highlights related career fields because the Operations Management program reaches a broad audience by offering a versatile skill set applicable across multiple industries.

Regional Labor Market Data

	2020 Jobs	2030 Jobs	Change in Jobs (2020- 2030)	% Change	2021 Median Hourly Earnings
Management Occupations					
General and Operations Managers	56,142	68,281	12,139	21.6%	\$46.80
Industrial Production Managers	4,360	5,233	873	20.0%	\$60.67
Construction Managers	19,223	23,445	4,222	22.0%	\$47.58

Table 1 - 2023 High-Skill, High-Growth Occupations Excerpt: Management – Bachelor’s Degree (Source: [Gulf Coast Workforce Board](#))

	2024 Jobs	2034 Jobs	Change in Jobs (2024- 2034)	% Change	2023 Median Hourly Earnings
Occupation					
General and Operations Managers	90,759	95,246	4,486	5%	\$49.27
Project Management Specialists	26,625	27,936	1,311	5%	\$47.32
Business Operations Specialists, All Other	13,912	15,131	1,220	9%	\$38.66
Construction Managers	13,029	13,928	899	7%	\$48.64

Table 2 - Fastest Growing Occupations – Bachelor’s Degree – Galveston, Brazoria, Harris Counties (Source [LightCast](#))

COM Mission and Goals:

The mission of College of the Mainland is to provide a learning-centered, comprehensive community college dedicated to student success and the intellectual and economic enrichment of the diverse communities we serve.

The Vision of College of the Mainland is to be a valued and vital community partner by enriching our community and preparing our students to thrive in a diverse and global environment.

The BAS in Operations Management aligns with the mission and vision of the College as it equips students with leadership, management, and communication skills essential for career advancement while meeting labor market demands for high-paying jobs. With a focus on economic mobility, COM is committed to developing programs that support stable, well-paying careers and address local workforce needs. Its flexible structure makes

higher education more accessible, particularly for working professionals seeking leadership roles.

Faculty Involvement in Planning and Approval:

A Department Chair led the development of the BAS in Operations Management. The Department Chair worked with an Advisory Committee comprised of industry leaders, local employers, and faculty with expertise in management to ensure the program met industry needs and academic standards in Appendix B (Advisory Committee Meeting minutes).

The College's Instructional Assessment Committee (Appendix C) and Curriculum Committee (Appendix D), which are both faculty-driven, reviewed and approved of the program.

Evidence of the Legal Authority for the Change:

College of the Mainland requires that all new programs receive approval from the COM Board of Trustees and the Texas Higher Education Coordinating Board (THECB). The following documentation can be found in the Appendices:

- Appendix E: COM Board Minutes – Documentation will be updated upon approval. The anticipated date of Board approval is September 22, 2025.
- Appendix F: Letter of Intent to apply for a new workforce education program sent to the Gulf Coast Workforce Development Board Chair – The anticipated date to send the Letter of intent is XXXX
- Appendix G: THECB Planning Notification Form.

Program Curriculum

Curriculum

Course	Name	SCH
ACNT 3303	Accounting	3
BMGT 3303	Problem Solving and Decision Making	3
BMGT 3309	Information & Project Management	3
BMGT 3327	Principles of Management	3
BMGT 4309	Leadership	3
BMGT 4341	Strategic Management (Capstone)	3
BUSG 3315	Business Operations	3
HRPO 4301	Human Resource Management	3
MRKG 3311	Principles of Marketing	3
MRKG 4333	Principles of Selling	3

Projected schedule

First Year	Fall			Spring		
	Course	Title	CR	Course	Title	CR
	Workforce Course	AAS Major	3	Workforce Course	AAS Major	3
Workforce Course	AAS Major	3	Workforce Course	AAS Major	3	
Workforce Course	AAS Major	3	Workforce Course	AAS Major	3	
Gen Ed Core	Communication	3	Gen Ed Core	Mathematics	3	
Workforce Course	AAS Major	3	Workforce Course	AAS Major	3	
Fall Total Credit Hours			15	Spring Total Credit Hours		15

Second Year	Fall			Spring		
	Course	Title	CR	Course	Title	CR
	Workforce Course	AAS Major	3	Workforce Course	AAS Major	3
Gen Ed Core	Communication	3	Workforce Course	AAS Major	3	
Workforce Course	AAS Major	3	Gen Ed Core	Creative Arts	3	
Workforce Course	AAS Major	3	Workforce Course	AAS Major	3	
Workforce Course	AAS Major	3	SPCH 1315 or	Public Speaking orr Interpersonal Communication (Institutional Requirement)	3	
Fall Total Credit Hours			15	Spring Total Credit Hours		15

Third Year	Fall			Spring		
	Course	Title	CR	Course	Title	CR
	BMGT 3309	Information & Project Management	3	BMGT 3303	Problem Solving and Decision Making	3
	ACNT 3303	Accounting	3	BMGT 3327	Principles of Management	3
	PSYC 1330 or EDUC 1300	Psychology for Success or Elective (Additional Core Requirement)	3	MRKG 3311	Principles of Marketing	3
	Gen Ed Core	Life and Physical Sciences	4	Gen Ed Core	Government/Political Science	3
	ECON 2301 or ECON 2302	Principles of Macroeconomics or Principles of Microeconomics (Social/Behavioral Sciences)	3	Gen Ed Core	American History	3
Fall Total Credit Hours			16	Spring Total Credit Hours		15

Fourth Year	Fall			Spring		
	Course	Title	CR	Course	Title	CR
	BMGT 4309	Leadership	3	BMGT 4341	Strategic Management (Capstone)	3
	BUSG 3315	Business Operations	3	MRKG 4333	Principles of Selling	3
	HRPO 4301	Human Resource Management	3	Gen Ed Core	Government/Political Science	3
	PHED 1164	Introduction to Physical Fitness & Wellness (Additional Core Requirement)	1	Gen Ed Core	Life and Physical Sciences	4
	PHIL 2306	Introduction to Ethics (Language, Philosophy, and Culture)	3	Gen Ed Core	American History	3
Fall Total Credit Hours			13	Spring Total Credit Hours		16

Program Specific Goals and Specific Learning Outcomes for the program

Program-Level Outcomes will be assessed annually and documented through the Office of Planning, Effectiveness, Analytics and Research (OPEAR). This is a new degree; therefore, the program learning outcomes will not be measured until one full cohort of the BAS in Operations Management curriculum has been completed.

Program Specific Goals approved by the Assessment Committee are as follows:

1. Students will be able to demonstrate critical thinking to analyze business challenges and develop effective solutions.
 - Measure 1 (Outcome 1): BMGT 4341 Strategic Management
 - Quiz Chapter 1. Strategic Leadership: Managing the Strategy-Making Process for Competitive Advantage
 - Achievement Targets: 90% of the students will obtain a score of 80% or higher on the quiz.
 - Measure 2 (Outcome 1): BMGT 4341 Strategic Management
 - Quiz Chapter 4. Business-Level Strategy
 - Achievement Targets: 90% of the students will obtain 80% or higher on the quiz.

2. Students will be able to apply methods to plan, schedule, and manage business projects.
 - Measure 1 (Outcome 2) BMGT-3303 Problem Solving and Decision Making
 - Cause Map Project
 - Achievement Targets: 90% of the students will obtain a score of 80% or higher on the project.
 - Measure 2 (Outcome 2) BMGT-3303 Problem Solving and Decision Making
 - Case Study
 - Achievement Targets: 90% of the students will obtain a score of 80% or higher on the case study.
3. Students will be able to analyze, design and improve organizational processes by integrating principles of operations management.
 - Measure 1 (Outcome3)
 - Strategic Management Plan - Draft
 - Achievement Targets: 90% of the students will obtain a score of 75% or higher on the plan.
 - Measure 2 (Outcome 3)
 - Strategic Management Plan – Final Submission
 - Achievement Targets: 90% of the students will obtain a score of 80% or higher on the plan.

Course Description Learning (Course Level Outcomes) for All Courses

Accounting

CIP	Rubric	Number	Course Title	Sem Credit Hours	Cont Hrs
52.0302	ACNT	3303	Accounting	3	48

Course Description: A study of analyzing, classifying, and recording business transactions in a manual and computerized environment. Emphasis on understanding the complete accounting cycle and preparing financial statements, bank reconciliations, and payroll.

End-of-Course Outcomes:

1. Define accounting terminology
2. Analyze and record business transactions in a manual and computerized environment
3. Complete the accounting cycle
4. Prepare financial statements
5. Apply accounting concepts related to cash and payroll
6. Prepare bank reconciliations
7. Correct accounting errors

8. Interpret and evaluate financial statements to assess organizational performance and financial health.

Problem Solving and Decision Making

CIP	Rubric	Number	Course Title	Sem Credit Hours	Cont Hrs
52.0201	BMGT	3303	Problem Solving and Decision Making	3	48

Course Description: Decision-making and problem-solving processes in organizations utilizing logical and creative problem-solving techniques. Application of theory is provided by experiential activities using managerial decision tools.

End-of-Course Outcomes:

1. Identify individual, group, and organizational decision-making processes
2. Write, present, and defend project recommendations
3. Apply process to solving problems using managerial decision tools and critical-thinking skills
4. Visually document a complex decision process.

Information and Project Management

CIP	Rubric	Number	Course Title	Sem Credit Hours	Cont Hrs
52.0201	BMGT	3309	Information and Project Management	3	48

Course Description: Critical path methods for planning and controlling projects. Includes time/cost tradeoffs, resource utilization, stochastic considerations, task determination, time management, scheduling management, status reports, budget management, customer service, professional attitude, and project supervision.

End-of-Course Outcomes:

1. Identify project tasks
2. Sequence project activities
3. Estimate the duration of project activities
4. Identify interdependencies
5. Demonstrate means to coordinate change across a project
6. Apply communication skills and methods for effective communication management.

Principles of Management

CIP	Rubric	Number	Course Title	Sem Credit Hours	Cont Hrs
52.0201	BMGT	3327	Principles of Management	3	48

Course Description: Concepts, terminology, principles, theories, and issues in the field of management.

End-of-Course Outcomes:

1. Explain various theories, processes, and functions of management
2. Apply theories to a business environment
3. Identify leadership roles in organizations
4. Describe elements of the communication process
5. Evaluate and apply management tools and techniques to develop and justify strategies for organizational improvement.

Leadership

CIP	Rubric	Number	Course Title	Sem Credit Hours	Cont Hrs
52.0201	BMGT	4309	Leadership	3	48

Course Description: Leadership and its relationship to management. Prepares the student with leadership and communication skills needed to motivate and identify leadership styles.

End-of-Course Outcomes:

1. Determine individual leadership styles
2. Distinguish differences between leadership and management
3. Explain the effects of leadership style in various organizational environments
4. Apply principles of leadership
5. Articulate conceptual, analytical, and leadership skills through the application of course concepts to case studies and personal applications.

Strategic Management

CIP	Rubric	Number	Course Title	Sem Credit Hours	Cont Hrs
52.0201	BMGT	4341	Strategic Management	3	48

Course Description: Strategic management process, including analysis of how organizations develop and implement a strategy for achieving organizational objectives in a changing environment.

End-of-Course Outcomes:

1. Explain the processes involved in management strategy development
2. Develop an organizational strategic management plan
3. Assess Strategic options in solving a business problem.

Business Operations

CIP	Rubric	Number	Course Title	Sem Credit Hours	Cont Hrs
52.0205	BUSG	3315	Business Operations	3	48

Course Level: Introductory

Course Description: Operating a business. Emphasizes management functions including planning, leading, organizing, staffing, and controlling operations.

End-of-Course Outcomes:

1. Identify the aspects of operating a business
2. Describe human resource functions including employee development
3. Explain the elements of total quality management
4. Compare purchasing procedures, inventory control, and computerized operations of businesses
5. Demonstrate creative and innovative ways to resolve complex problems within the scope of managerial operations.

Human Resources Management

CIP	Rubric	Number	Course Title	Sem Credit Hours	Cont Hrs
52.1001	HRPO	4301	Human Resources Management	3	48

Course Description: Behavioral and legal approaches to the management of human resources in organizations.

End-of-Course Outcomes:

1. Explain the development of human resources management
2. Explain current methods of job analysis, recruitment, selection, training/development, performance management, promotion, and separation
3. Describe management's ethical, social, and legal responsibilities
4. Explain methods of compensation and benefits planning
5. Describe the role of strategic human resources planning

- Demonstrate knowledge of the requirements for hiring personnel, maintaining personnel records, and determining schedules, wages and benefits.

Principles of Marketing

CIP	Rubric	Number	Course Title	Sem Credit Hours	Cont Hrs
52.1401	MRKG	3311	Principles of Marketing	3	48

Course Description: Introduction to the marketing mix functions and process. Includes identification of consumer and organizational needs and explanation of environmental issues.

End-of-Course Outcomes:

- Identify the marketing mix components in relation to market segmentation
- Explain the environmental factors which influence consumer and organizational decision-making processes
- Outline a marketing plan
- Assess market opportunities by analyzing customers, competitors, collaborators, context, and the strengths and weaknesses of a company.

Principles of Selling

CIP	Rubric	Number	Course Title	Sem Credit Hours	Cont Hrs
52.1401	MRKG	4333	Principles of Selling	3	48

Course Description: Overview of the selling process. Identification of the elements of the communication process between buyers and sellers. Examination of the legal and ethical issues of organizations which affect salespeople.

End-of-Course Outcomes:

- Define the selling process and its application to all forms of sales
- Identify the elements of the communication process between buyers and sellers in business
- Examine ethical issues and legal restrictions of business
- Apply the steps of the sales process—including prospecting, approach, presentation, handling objections, closing, and follow-up.

Admissions and Graduation Requirements

COM is an open enrollment college, and students will not have any requirements to meet prior to enrolling.

The COM Enrollment Coaches will work with the student through the enrollment process. Once the student has applied, submitted required documents, tested (if necessary), supplied transcripts (if necessary), they are moved to our registration systems and are able to meet with an advisor. All first time in college students (FTIC's) have a hold and must meet with an advisor to register. Returning and transfer students are encouraged but not required to meet with an advisor to register. Since the program will not have pre-requisites, once they complete the steps to enrollment that pertains to them, they will meet with an advisor if they are an FTIC or register on their own if they are returning or a transfer student.

Before a degree is conferred, students must have:

- Completed all of COM's entrance requirements
- Completed all course requirements for the degree being conferred with a minimum grade of "C" in all courses.
- Completion of at least 25% of earned credit hours must be earned at COM, however at least 50% of the required specialized courses for a degree must be completed at COM.
- Clear all holds and financial obligations to COM.

Planned Method of Delivery

This program will deliver face-to-face, hybrid and online formats.

Location of the Program

The BAS in Operations Management will be taught at the College of the Mainland main campus: 1200 Amburn Road, Texas City, Texas 77591.

Compliance with Standard 10.7

The credit hour determination is referenced in the College of the Mainland catalog (Appendix H). The College determines credit hours for courses and programs using the commonly accepted practice in Texas higher education developed by the THECB - the Academic Course Guide Manual (ACGM), the Career and Technical Education Guidelines, and the Workforce Education Curriculum Manual (WECM).

Administrative Oversight

Direct oversight of the program will be provided by a Department Chair. This Chair will also be a faculty member with dedicated administrative time. The Department Chair reports to the dean. This program is under the Instructional Division of the College and ultimately reports to the Vice President for Academic Affairs. The Department Chair will receive

allocated administrative time with a possible reduction in course load to facilitate successful program management.

Compressed Timeframes

Not applicable

Faculty Qualifications

Faculty Roster

The faculty roster form can be found in Appendix I.

Adequate Faculty

The faculty roster reflects the qualified faculty to develop the program. After the first year, another faculty member will be hired as the need arises. This is documented with COM Board Policy DJ Assignment, Workload (Local) (Appendix J).

Resources

Library Resources

COM's Library utilizes LibGuides, a web 2.0 content management and publishing system, to promote library resources and content available to faculty and students. A Business LibGuide, Appendix L, has been created to assist students in obtaining discipline specific learning resources. In lieu of TextShare, which has discontinued support for colleges, the Library has proactively identified two college-funded programs to ensure students continue to have access to affordable, high-quality learning resources.

Featured eBooks include

Buckingham, M., & Coffman, C. (1999). *First, break all the rules: what the world's greatest managers do differently*,
Olson, David L., *Core Concepts of Project Management*, Business Expert Press, 2020.
Managing Business Scenarios, 2nd ed. Business Reference Guide Ipswich, MA: Salem Press, 2017.

Discipline article and media include:

Articles:

Harvard business review. (1922). Graduate School of Business Administration, Harvard University.

Encyclopedia Britannica. (n.d.).*Business cycle*. Britannica Academic. Retrieved September 10, 2025.

Raja, M., Swamy, T. N. V. R. L., Das, S., Bansal, R., Fahlevi, M., & Aziz, A. L. (2025). Does human resource information system influence performance management? *Cogent Business & Management*, 12(1).

Media:

HBR guide to better business writing, Garner, Bryan A., author.; Yen, Jonathan, narrator.; Harvard Business Review Press, publisher. 2022. Audio CD

Nurturing leadership. (2015). In Films On Demand. Films Media Group.

4 skill sets for successful leadership. (2019). In Films On Demand. Films Media Group.

Awareness of Resources

At COM, every credit course (regardless of delivery mode) has an online Desire to Learn (D2L) shell. Faculty may request a virtual librarian for their course who will deliver messages about the library and course specific resources. Librarians are available for library instruction sessions held in the classroom or at the Learning Resource Center/Library.

Availability of Resources

COM's library ensures that every student can access the materials from its library. Both traditional and distance education students have access to the library homepage, online databases, research guides, and information about how to use the library. Off campus students can login to online resources with their COM ID and last name via the library proxy server which authenticates them as licensed users.

COM's library staff are available by email, phone, text, in person, or live chat during work hours. There are virtual librarians available to students 24/7.

Student Support Programs and Services

Students enrolled in this program will be afforded the same support services as other college students enrolled in credit courses: academic advising; admission and registration; career services; counseling and disability services; financial aid; student life activities; IT help desk; clubs and organizations; gymnasium; bookstore; testing center; and tutoring center. Once enrolled in the program, students will have formal and informal opportunities to work with program faculty/advisors/mentors.

Student Support and Instructions on the LMS

D2L LMS support is provided via Quack the Code Video Series and the D2L Homepage,

online resources, email support, and FAQs. The FAQs are provided to all new students (Appendix M).

Physical Resources

Adequacy of Physical Facilities and Equipment

The Program will be in the COM main campus, 1200 Amburn Road, Texas City, Texas. Specifically, the ICB Building will host the program's classes and labs.

Program Specific Equipment and Space Needed or Currently Available for the Program

ICB 308 – Computer Classroom

- 951 sq. ft.
- 24 Computers with MS Office and Internet Access
- Data Projector with Instructor Computer
- Wall writing surface

Faculty Office Space

Faculty office space will have a desk, two receiving chairs, computer, phone and access to a printer. All computers will have access to Outlook, Microsoft Office and D2L.

Additionally, adjunct faculty members will have access to shared office spaces within the ICB Building. These offices are intended to provide a professional and welcoming environment where adjunct instructors can meet with students, hold office hours, and engage in academic planning and support. The availability of these workspaces reinforces the program's emphasis on faculty accessibility and student success.

Facilities impact

The proposed change will not have an impact on facilities and equipment currently used by existing programs at COM.

Financial Resources

The College of the Mainland is in excellent financial condition. Our expenditures support our strategic goals that are derived from our strategic plan. Our track record of successful audits with no negative findings, as well as investment grade ratings from Moody's and S&P Global demonstrate our financial strength.

The financial resources to initiate the Program have already been procured through COM’s annual budgeting process. A funded budget will be included in the 2026 fiscal year pending Board of Trustee approval.

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State Appropriation			49,000	112,000	143,500	161,000
Local Appropriation	6,844	8				
Total Revenues	\$ 47,500.00	\$ 105,336.00	\$ 195,916.00	\$ 281,092.00	\$ 312,592.00	\$ 330,092.00
Less: Expenses						
Full-Time Faculty			68,000	70,040	72,141	74,305
(2) Part Time Adjuncts:	28,400	29,252	30,130	31,033	31,964	32,923
Benefit Costs [28%]	-	-	19,040	19,611	20,200	20,806
Direct Oper. Expense	19,100	19,482	19,872	20,269	20,674	21,088
Accreditation						
Equipment						
Total Direct Expenses	47,500	48,734	137,041	140,954	144,980	149,122
Additional Funds						
Net Revenue/(Direct Cost)	\$ -	\$ 56,602.00	\$ 58,874.80	\$ 140,138.28	\$ 167,612.36	\$ 180,969.71

Additional Budget Resources

No resources are needed for contractual or support service for the Program.

Contingency Plan

The College retains a percentage of the total operating costs, in excess of required amount set fourth by the Board of Trustees, for use in continuity of operations, and is in a strong financial position.

Institutional Evaluation and Assessment Process

College of the Mainland (COM) maintains an academic program assessment process managed by the Office of Planning, Effectiveness, Assessment, and Research (OPEAR) and guided by the Institutional Assessment Committee, a representative body of faculty and staff. The Academic Assessment Sub-Committee, comprised of faculty, establishes protocols and expectations for (1) assessment of learning outcomes for its educational programs, and (2) the assessment of the general education core curriculum as prescribed by the Texas Higher Education Coordinating Board (THECB).

The purpose of the assessment of the academic programs and the general education core curriculum is intended to demonstrate the extent to which COM graduates attain the expected learning outcomes established for the discipline(s) through targeted data collection and analysis. Results of the outcomes assessment process informs improvements and changes in instruction that ensure effective delivery of the skills, competencies, and behaviors COM graduates are expected to attain through their program of study.

COM operates on an annual assessment cycle, though not all outcomes are assessed (specific data collected) each year, all outcomes are expected to be assessed at least once every three years. Additional data, including licensure and certification examination results are used to complement and triangulate COM's internal assessment process. Moreover, student achievement data is also reviewed as part of the program assessment process and is being disaggregated for each program of study to be able to determine if there are groups of students not progressing at the same level as other students.

APPENDICES

Appendix A – Program List

List of Degrees and Certificates 1

LIST OF DEGREES AND CERTIFICATES

Accounting

- Accounting (Associate of Applied Science)
- Professional Bookkeeper (Level 1 Certificate)

Barber

- Barbering (Level 1 Certificate)

Business

- Business (Associate of Arts)
- Business Administration - Entrepreneurship (Associate of Applied Science)
- Business Administration - Management (Associate of Applied Science)
- Business Administration - Marketing (Associate of Applied Science)
- Entrepreneurship (Level 1 Certificate)
- Management (Level 1 Certificate)
- Marketing (Level 1 Certificate)

Computer Science

- Computer Science (Associate of Science)

Cosmetology

- Barber to Cosmetology Crossover (Occupational Skills Award)
- Cosmetology - Esthetic Specialty (Level 1 Certificate)
- Cosmetology - Instructor (Level 1 Certificate)
- Cosmetology - Instructor (Associate of Applied Science)
- Cosmetology - Operator and High School Operator (Level 1 Certificate)

Criminal Justice

- Criminal Justice - (Associate of Arts)
- Criminal Justice - (Associate of Applied Science)
- Basic Peace Officer Academy (Level 1 Certificate)

Culinary Arts

- Professional Chef - (Level 1 Certificate)
- Culinary Arts - (Associate of Applied Science)

Dental Hygiene

- Dental Hygiene (Associate of Applied Science)

Education

- Teacher - 4-8, EC-12 Special Education (Associate of Arts in Teaching)
- Teacher - 8-12, EC-12, Other (Associate of Arts in Teaching)
- Teacher EC-6 (Associate of Arts in Teaching)

Emergency Medical Services

- High School - Emergency Medical Technician (Occupational Skills Award)
- Advanced Emergency Medical Technician (Level 1 Certificate)
- Paramedic (Level 2 Certificate)

Engineering

- Chemical Engineering (Associate of Science)
- Engineering (Associate of Science)

English

- English (Associate of Arts)

Fire Technology

- Fire Academy (Level 1 Certificate)
- Fire EMT Basic (Level 3 Certificate)
- Fire Officer (Level 1 Certificate)
- Fire Technology (Associate of Applied Science)

General Studies

- General Studies (Associate of Arts)

Graphic Arts

- Graphic Design (Level 1 Certificate)
- Graphic Design/Web Design (Associate of Applied Science)
- Web Design (Level 1 Certificate)

Health Information Management

- Health Information Management (Associate of Applied Science)
- Medical Coding (Level 2 Certificate)

Information Technology

- Cybersecurity (Occupational Skills Award)
- Cybersecurity (Level 1 Certificate)
- Information Technology - Emphasis in Cloud Computing (Associate of Applied Science)
- Information Technology - Emphasis in Cybersecurity (Associate of Applied Science)
- Networking (Occupational Skills Award)
- Networking (Level 1 Certificate)
- Programming (Level 1 Certificate)
- SQL Server Database Fundamentals (Occupational Skills Award)
- Robotic Process Automation (Occupational Skills Award)
- Robotic Process Automation (Level 1 Certificate)

Instrumentation and Electrical Technology

- Instrumentation and Electrical Technology (Level 1 Certificate)
- Instrumentation and Electrical Technology (Level 2 Certificate)
- Instrumentation and Electrical Technology (Associate of Applied Science)

Mathematics

- Mathematics (Associate of Science)

Medical Assisting

- Medical Assisting (Level 2 Certificate)
- Medical Assisting (Associate of Applied Science)

Music

- Music (Associate of Arts)

Natural Science

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Appendix B – Advisory Committee Meeting Minutes

College of the Mainland CTE Advisory Committee Meeting

Combined CTE Advisory Committee Meeting		
Meeting Date: September 3, 2025	Meeting Time: 6:00 PM	Meeting Place: COM Conf Center
Recorder: Jennifer Denison	Previous Meeting:	Next Meeting:

Members (List all Members, indicate P if Present in Attendance)

Business-IT-Human Service Careers Group			
	Name	Title	Business Affiliation
P	Acosta, Oralia	Culinary Arts	Culinary Arts
	Bass, Mary	Chef Owner	La Cocina/Good Dough
	Branch, Douglas	IT & Systems Analyst	A&A Machine & Fabrication
	Brooks, Barndon	Relationship Manager	Wellby, Powered by JSC FCU
	Collins, Robin	Robin Collins, Principal	Stone Studio Graphics
	Culp, Tim	President CEO	TC-La Marque Chamber of
P	Fernandez, Damon	Culinary	Culinary
	Edwards, Kristin	Director	City of Texas City Economic
P	Gomez, Tina	Senior Graphic Designer	SLSCO
	Holtsclaw, Steve	Director of IT	Del Papa Distributing
P	Carnes Johns, Kelly	Marketing/Public Relation	Carnes Funeral Home
	McGee, Sam	CIO	Texas First Bank
P	McManus, Scott	Comptroller	Carnes Funeral Home
	Navarro, Denise	President CEO	Logical Innovations, Inc. Chair
P	Pearson, Tim	Senior Manager	TEAMS, Inc.
	Reid, Amy	Director	U of H Small Business
	Reid, Stephanie	Web Designer	Stephanie Reid Designs
	Senterfit, Stephen	President	Smartbridge
	Shreffler, Cory	Managing Director	Babybots
	Skinner, David	Chef Owner - CHAIR	Eculent/Clear Creek Winery
P	Tortorici, Melissa	Director Communications	Texas City Ind School District
	Van Dewalli, Kathy	Marketing Director	Trinity Church
Health Careers-Nursing Group			
P	Agboyibor, Cleovonna	Surgical Technology Instructor	Fortis College
	Agwaramgbo, Arthur	CNO/DON	Oceans Behavioral Hospital -
	Arias, Aaron	Director of Nursing	Elitecare Emergency Hospital

	Barriault, Devan	Program Manager – Nurse Residency Program	UTMB
P	Canales, Melissa	Dental Hygeine	Dental
P	Carlson, Tiffany	Medical Assistant & LVN	
	Cambric, Marie	Clinical Pharmacist	HCA Houston -Mainland
	Charo, Katie	Dental Hygienist	Robert Warwick Cosmetic Dentistry
P	Cormier, Mike	Dir of Imaging Services	HCA Healthcare
P	Cuney, Carla	Director HIM	UTMB
	Curtis, Andrea	Education & Clinical Support	Houston Methodist Clear Lake
	Edwards-Scott, Bonita	CST	Flexcare
	Glover, Darlene	Dental Hygienist	Clear Creek ISD
	Guest-Donald, Sherry	BSN, RN	
	Hansen, Saba	Senior Imaging Manager	UTMB
	Harpreet, Sharma	ACNO	HCA Clear Lake
	Jackson, Breana	Nurse Practitioner	Pipe Baytown
P	Kumar, Nandan	Pharmacist-Owner	Hitchcock Hometown Pharm
P	Lattin, Clifton	ST Instructor	n/a
P	LesCombes, Bobbie	Clerk	UTMB
	Lewis, Kimley	Senior Program Mentor	Western Governors University
P	Lyle, Virginia	Galveston Clinical Manager	Coastal Health and Wellness
	Lindskog, Hanna	DDS, MAGD, FACD, FICD, FPFA	Coastal Health and Wellness
P	Louviere, Jaime	CTE Workforce Liaison	Texas City ISD
	Maxey-Vallair, Keyanna	Student	College of the Mainland
P	McGrew, Jr., Leon	Assistant Director of	MD Anderson
	McQueen, Kamikka	Student	College of the Mainland
P	Nkansah, Vivian	Assit. Chief Nursing Officer	HCA Mainland
	Newton-Meyer, Shante	Vice President of Operations	HCA Healthcare
	Ngo, Caroline	Pharmacist-Pharmacy Manager	Wal-Mart
	Ochoa, Andrea	Surg Adjunct	College of the Mainland
	Oliver, Dianna	Dir. Revenue Cycle Operations	Coastal Health & Wellness
	Owen, Javanni	Student	College of the Mainland
P	Parrish, Glenda	ICU Director	HCA Mainland Medical
P	Paul, Nakisha	Simulation Center and	University of St Thomas
	Pope, Shirvonne	Business Operations Manager Program Management	UTMB
P	Rodrigues, Kelly	Clinical Education Coordinator	Shriner’s Hospital
	Riggins, James	Certified Surgical Technologist	Harris Health Ben Taub Hospital
	Russell, Theresa Ann	VP of Academic Partnerships	HCA Division Office
P	Sciba, Ashley	Director of Community Health	Galveston County Health District
	Smith, Brittanae	Student	EKG
P	Smith, Carol	Adjunct	College of the Mainland
	Smith, Elizabeth	Sr. Advocate	Kindred Hospital Governing
P	Temple, Jacinta	Nurse	Nursing
P	Tolleson, Shane	Clin Assist Prof/Dir Amb Care	U of H College of Pharmacy

Industrial Careers Group			
	Name	Title	Business Affiliation
	Beard, Jared	E/I Forman	Marathon Petroleum
P	Blickley, Crystal	Improvement Leader	DOW
	Bourgeois, Ceadric	Preventative Maintenance	DOW
	Boutte, Kevin	Welder	SCV
P	Boettner, Erich	Department Manager	Tolunay-Wong Engineers
P	Britnell, Jason	Assi. Director	Plumber's Local Union 68
	Broussard, Charles	Construction Project & Land	Bay Area Habitat for Humanity
P	Cherry, John	Owner	Saftey Solutions
P	Copeland, Greg	Area Manager	Tolunay-wong Engineers
P	Douat, Dakota	Process Operator	Shell
	Garcia, Dan	Maintenance	Marathon Petroleum
P	Garry, Tom	Sr. Account Rep	Marathon Petroleum
	Greer, Erika	Training Specialist Maintenance	Marathon Petroleum
P	Harris, JaMika	College and Career Instructor	Texas City ISD
	Hodge, Krystle	Senior HSE	Honeywell
P	Holiday, Northon	Senior Safety Specialist	Cadre Management Resources
	Jones, Anita	Plant Manager	Linde
	Kukuk, Mike	Retired	Sterling Chemical
	Lawson, Betty	Safety &IH Sup	Marathon Petroleum
	Lazenby, Ryan	I & E Turnaround Lead	Marathon Petroleum
P	Leonard, Todd	PTAC	PTAC
P	Magee, Angela	IEC Project Engineer	Chevron
	Malott, Sonia	Apprentice Leader	DOW
	Mangione, Mike	Learning & Development	INEOS
	McLeod, Garrett	Geographic Communications	DOW
P	Morales, Bridgett	VP of Saftey	Saftey & Environmental
P	Parent, Amy	HST Manager	Ashland
	Richburg, Russ	Plant Manager	Airproduct
P	Sandoval, Carlos	Field Drill	Cooling Towers
	Schmidt, Hunter	Senior Learning Specialist	DOW
	Searcy, Lacey	Senior Manager	BP
	Shaw, Burk	President	GoSafe
P	Stuart, Norman	Safety & Risk Management	Live Oak Safety
P	Wijesinghe, Ravin	CEO	Esyntaxis Corporation
Public Safety Careers			
	Name	Title	Business Affiliation
	Allen, Jeff	Fire Chief	City of League City
	Anderson, Chris	Fire Chief	Santa Fe Fire
	Aragon, Randall	Chief of Police-Interim Chair	City of La Marque
P	Black, Amanda	EMS Director	City of La Marque
	Cravens, Landis	Chief of Police	City of Texas City

	Divine, Laura	Citizen	UTMB
P	Hendershot, Steven	Captain EMS Director	City of Texas City
	Jung, Nathan	Director of EMS Relations	HCA Healthcare
	Merryman, David	Fire Chief	City of La Marque
	Obert, Gregory	Sr Captain	Houston Fire Department
P	Price, Blake	Safety	Ashland
P	Reynolds, Jimmie	PSC	
P	Roberson, Jennifer		
	Smith, Nicole	Pharmacist-Owner	Hitchcock Hometown Pharm
P	Varela, Jr., Mike	Interim Fire Chief	Galveston, TX Fire Department
	Weber, Amy	Retired	Sterling Chemical
P	Wilson, Curtis	Citizen	Marathon Petroleum

Others Present (List all other present, including COM representatives)

	Name	Title	Business Affiliation
P	Brewer, Helen	President of COM	College of the Mainland
P	Rhodes, Heather	Vice President of Academic	College of the Mainland
P	Barney, Rocky	Dean of Instruction	College of the Mainland
P	Dr. Rebecca Montz	Dean of Instruction	College of the Mainland
P	Vega, Victor	Dean of Instruction	College of the Mainland
P	Nguyen, Ben	Executive Director of CE	College of the Mainland
P	Burkett, Diane	Executive Director of Marketing	College of the Mainland
P	Dehart, Mary	Instructional Operations Manager	College of the Mainland
P	Denison, Jennifer	Administrative Officer	College of the Mainland
P	Gregory, Andrew	Department Chair/Faculty Business	College of the Mainland
P	Hunsucker, Jamie	Department Chair Cosmetology	College of the Mainland
P	Staudt, Gary	Department Chair PSC	College of the Mainland
P	Ryan, Staudt	Program Coordinator EMS	College of the Mainland
P	Bell, Mary	Program Coordinator Criminal Justice	College of the Mainland
P	Lewis, Derrick	Department Chair PTECH	College of the Mainland
P	Wood, Lewis	Faculty – Welding	College of the Mainland

P	Fano, Rachel	Director of Nursing	College of the Mainland
P	Carrier, Kay	Department Chair Allied Health	College of the Mainland
P	Homburg, Lisa	Faculty	College of the Mainland
P	Alexander, Darlene	Medical Assistant Faculty/ Practicum Coordinator	College of the Mainland
P	Wardell, Lydia	Surgical Technology Program	College of the Mainland
P	Falls, Emily	Department Chair Dental Hygiene	College of the Mainland
P	Schrettner, Laura	Radiologic Technology Program	College of the Mainland
P	Harris, Kermit	Director Gulf Coast Safety	College of the Mainland
P	Richardson, Leslie	Department Chair Math	College of the Mainland
P	Alexander, Faith	Program Coordinator/Faculty Computer Sciences	College of the Mainland
P	Jackson, Coleena	Department Chair Graphic Arts	College of the Mainland
P	Jantz, Kristina	Dept. Chair, Fine Arts/Associate Professor, Biology	College of the Mainland

Minutes

Agenda Item	Action, Discussion, Information	Responsibility
Welcome and General Information	<p>Dr. Brewer welcomed attendees and shared updates on recent leadership changes.</p> <p>New and current Board of Trustees (BOT) members were introduced.</p> <p>The College's purpose and mission were reviewed, emphasizing a culture of belonging for both students and the community.</p> <p>Dr. Brewer explained the new state funding model.</p> <p>Attendees were encouraged to provide honest feedback on areas for improvement at COM.</p> <p>The college remains committed to enriching its diverse communities and supporting students at every stage of life.</p> <p>Transfer Focus: COM is prioritizing stronger connections with four-year universities to ensure credit alignment and prevent wasted coursework.</p> <p>Student Support: The COM Foundation continues to assist students facing financial challenges.</p> <p>Employee Development: Emphasis on professional development and leadership opportunities to support employee success.</p>	Dr. Rhodes/Dr. Brewer
Strategic Plan & Construction Updates	<p>Bond Updates: The 2018 bond projects are nearly complete, with significant campus transformation. New bond initiatives include the Corporate Training Center, Library Learning Center</p>	Dr. Brewer

	<p>(with 249-seat auditorium), and Public Safety Careers Building.</p> <p>Virtual Preview: A video walkthrough of the Library Learning Center was shared; a QR code is available to watch live construction progress.</p> <p>Strategic Goals: Two new goals were added—Campus Safety (with COM PD now fully staffed) and Wellness Resources for faculty and staff.</p> <p>Community Engagement: Ongoing partnerships with food banks and local organizations continue to provide essential resources for students, faculty, and the community.</p>	
Corporate Training Center	<p>Ben Nguyen shared his personal story of immigrating to the U.S., learning English, and becoming a citizen—highlighting his commitment to workforce development.</p> <p>He brings experience from the Center for Talent, where he supports job training and collaborates with the community to identify workforce needs.</p> <p>Ben expressed a strong commitment to ongoing community engagement and listening to local needs.</p> <p>Attendees were asked to complete the Advisory Board Industry Training Needs Assessment Survey to help guide future training efforts.</p>	Ben Nguyen & Diane Burkett
BAAS	<p>Program Introduction: COM is launching a new BAAS in Operations Management in Fall 2026. This degree is designed for students with an AAS who typically face barriers transferring to four-year universities.</p> <p>State Approval: Texas allows five BA programs at community colleges; COM currently offers Nursing and now Business.</p> <p>Degree Details:</p> <ul style="list-style-type: none"> • 120 credit hours • Workforce-diverse and career-focused • Program Learning Outcomes (PLOs) reviewed • Structured for 2 classes per 8-week term <p>Delivery Format:</p> <ul style="list-style-type: none"> • Initially 100% online, with future plans for in-person soft skills/problem-solving components • Not self-paced; follows structured 8-week course model • Open to Promise-eligible students • Eligible for financial aid and veteran benefits <p>Key Questions & Responses:</p> <ul style="list-style-type: none"> • AI-focused courses: Possible in the future • Job outcomes: Degree designed based on local workforce needs • Interest level: Dr. Rhodes is optimistic about first cohort • Contract writing/budgeting: Suggested as future course additions • Portfolio assessment: Will consider based on 	Dr. Rhodes

	<p>demand</p> <ul style="list-style-type: none"> • In-person options: May be added for soft skill development <p>Marketing Strategy:</p> <ul style="list-style-type: none"> • Diane Burkett emphasized the importance of employer feedback, community outreach, high school engagement, and B2B strategies • Input from advisory committees is encouraged <p>Partnership Goals: COM aims to strengthen ties with corporate training and develop industry-based credentials alongside this new degree.</p>	
Approve Minutes from Last Meeting	No prior meeting of the Combined CTE Programs	
Old Business:		
New Business:		

Appendix C - Instructional Assessment Committee Minutes



Academic Assessment Committee Meeting Minutes

Date: September 4, 2025

Location: ICB-121

Attendees: Joan Bytheway, Nathan Goldman, Mark Greenwalt, Andrew Gregory, Leslie Richardson (Jim Griffiths), Derrick Lewis, Lauren McElyea, Sarissa Ryan, James Tabor, Lydia Wardell, Belinda Aaron (OPEAR)

Guests: Mike Bell, Kim Farson, Victor Vega

Non-Attendees: Savanah Davis, Stephanie Dilissio, Kermit Harris, Tanya Ingram

Welcome and Introductions

New AAS – Criminal Justice

Presenter: Mike Bell

Highlights:

- Replaced 23 hours, formerly acquired by student completion of the academy, with criminal justice courses that reflect similar skills/components earned by academy completion.
- 3 program outcomes outlined and explained
 - Lauren McElyea - *Motion to approve (with two edits: include CJS 1382 Cooperative Education Criminal Justice and add "Introduced" on the outcome map)*
 - Joan Bytheway – 2nd
 - All approved

New BAAS – Operations Management

Presenter: Andrew Gregory

Highlights:

- 3 program outcomes with 2 measures each outlined and explained
- Designed to align best with AAS/workforce degree
 - Mark Greenwalt – *Motion to approve (with addition of 4341 Strategic Management title)*
 - Lydia Wardell – 2nd
 - All approved

Discussion on Assessment Committee Charge and Membership

Highlights:

- Academic assessment committee so membership should follow accordingly
- Faculty should be driving force
- OPEAR needs to be involved to properly tie back to whatever assessment system is used.
 - Currently lacks consistency, no guidelines, needs processes, needs accountability
- Assessment Workbook introduced by Dr. Vega – suggested group review, edit and utilize
- Dean of Instruction should be added (Dr. Rocky Barney suggested)
- Remove Dean of Students

Appendix D – Curriculum Committee Minutes

Attendance:

Present	Last Name	First Name	Department
Voting Members			
✓	Ana	Garza	Adult Education
✓	Lisa	Homburg	Allied Health
✓	Deane	Schneider	Business
✓	Cheremie	Hopper	Fine Arts
✓	Courtney	Pugh	Humanities
✓	Beth	Darden	Human Services Careers
✓	Rico	Brown	Industrial Technology
✓	Theophilus	Boye	Math & Computer Sciences
	Stephanie	Griggs	Nursing
✓	Gary	Staudt	Public Service Careers
✓	Carol	Connor	Science & Engineering
✓	Will	Bryerton	Social Behavioral Science
Non-Voting Members			
✓	Alisha	Lyon	Director, Advising
	Amanda	Newell	Librarian
	Ana Lisa	Garza	Director, Enrollment Management
	Blanca	Bauer	Director, Planning, Effectiveness, Assessment & Research
	Brad	Denison	Director, Educational Technology Services
	Christina	Bergvall	Director, Program Development
	Helen	Brewer	Executive VP, Academic and Student Affairs
✓	Laura	Schneider	Veterans Officer
✓	Mary	Dehart	Instructional Operations Manager
✓	Rebecca	Montz	Instructional Dean
✓	Robert	Castro	Co-Chair Faculty
✓	Rocky	Barney	Instructional Dean
	Sandra	Guzman	Director of Student Financial Services
	Tanya	Ingram	Dean of Students
✓	Tomas	Garcia	Director, Admissions/Records
	Victor	Vega	Instructional Dean
	Guests		
✓	Andrew	Gregory	Business Department Chair
✓	Michael	Bell	Criminal Justice Faculty

The meeting was called to order by co-chair, Robert Castro, at approximately 3:31pm on Monday, September 8, 2025, in STM 102.

Introduction of New Member

Castro introduced Cheramie Hopper, representing Fine Arts.

Review and Approval of Minutes

The August 11, 2025 meeting minutes were presented by Robert Castro.

Rico Brown made a motion to accept the minutes as written. Deane Schneider seconded the motion. The August 11, 2025 meeting minutes were approved as written by committee vote.

Old Business

Curriculum Committee Goals for 2025-2026 Academic Year

Presented by Robert Castro

- September Meeting: All committee work on Program Course Identifications has been completed. Beth and Robert will review.
- October Meeting: Goal is to identify Transfer Courses and begin General Education Core Curriculum Review (to be finalized in November)
- November Meeting: Goal is to present updated Degree Plan Review Document--Lisa Homburg and Carol Connor will review the new COM Degree Plan Review Form to align with updated guidelines in the Texas Higher Education Coordinating Board's Workforce Education Division's Career and Technical Education Guidelines.
- December Meeting: Committee will review any additional curriculum changes or updates. Curriculum changes for the 2026/2027 Catalog must be submitted and approved by December 2025.

Spring 2026 Goals

- Begin Degree Plan Reviews (Group 1)
- Update Curriculum Committee Handbook

New Business

Limited Medical Radiologic Technologist (LMRT) Spring Start Notification

Presented by Robert Castro

The committee was notified that the LMRT faculty will be moving RADR 1313 from the summer semester to the fall semester.

Bachelor of Applied Arts and Sciences (BAAS)-Operations Management: New Bachelor's Degree Proposal

Presented by Andrew Gregory

The new BAAS will allow any student with a workforce AAS to bring 45 hours of WECM credits and 15 hours of General Education credits to the bachelor's degree. The student will complete 60 additional credit hours, which will include 30 hours of core completion credits and 30 hours of business credits. All courses in the degree plan are 3 hour courses and are available online.

The 45 hours of WECM courses will be brought over as a block.

The Assessment committee has approved the bachelor's degree plan outcomes and measures.

Theophilus Boye made a motion to approve the BAAS: Operations Management. Rico Brown seconded the motion, The BAAS- Operations Management was approved by committee vote.

Associate of Applied Science (AAS) in Criminal Justice: Program Revision – Course Removal and Additions

Presented by Michael Bell

The AAS in Criminal Justice requires courses previously offered within the Police Academy. Since TCOLE will not be renewing the Police Academy, the AAS in Criminal Justice must be revised. Changes are based on feedback from the advisory committee and are also tailored to prepare students for crime scene investigations.

GEOL 1447 Meteorology/ASTR 1403 Stars and Galaxies/or ASTR 1404 Solar System is being removed and replaced with GEOL 1403 Physical Geology/BIOL 1409 Biology for NonScience/ or CHEM 1406 Introduction to Chemistry,

CJLE 1506 Basic Police Officer I, CJLE 1512 Basic Police Officer II, CJLE 1518 Basic Police Officer III, CJLE 1524 Basic Police Officer IV, and CJLE 1329 Basic Police Officer V (23 hours total) will be removed and replaced with CJSA 1348 Ethics in Criminal Justice, CRIJ 1310 Fundamentals of Criminal Law, CRIJ 2328 Police Systems and Practice, CJSA 1351 Use of Force, CJSA 2388 Internship - Criminal Justice (non-peace officer) or CJSA 1382 Cooperative Education Criminal Justice (peace officer), CJSA 2332 Criminalistics, PHED 1164 Introduction to Physical Fitness and Wellness, and CJSA 1401 Death Investigation I.

These changes will also allow the program to look at accepting high school students.

The revised AAS has been approved by the Assessment Committee.

Deane Schneider made a motion to approve the program revisions for the AAS in Criminal Justice. Courney Pugh seconded the motion. The AAS in Criminal Justice was approved by committee vote.

General Updates/Open Discussion

Dr. Barney informed the committee of an upcoming notification of a rearrangement in General Education and the creation of a part-time schedule.

Instrumentation, Medical Assisting, and Dental Hygiene will be coming to the next meeting.

The next meeting will be held on October 13, 2025.

Cheremie Hopper made a motion to adjourn the meeting. Will Bryerton seconded the motion. The meeting was adjourned at 4:06 pm.

Respectfully submitted,

Lisa Homburg

Appendix E - Board of Trustee Meeting Minutes

Will be added after the September Board meeting.

Appendix F – Workforce Board Letter



PRESIDENT'S OFFICE

August 29, 2025

Mr. Mark C. Guthrie
President, Workforce Development Board
Windstead PC
600 Travis, Suite 5200
Houston, TX 77002

Dear Mr. Guthrie:

Please be advised that College of the Mainland intends to apply for a new Bachelor of Applied Arts and Sciences in Operations Management.

It is our intent to submit an application for program approval to the Texas Higher Education Coordinating Board staff by October 2025. If the program is approved, it is our intent to implement the program during Fall 2026.

If members of the Workforce Development Board have questions about our intent to offer this program, please inform me as soon as possible.

Sincerely,

Dr. Helen C. Brewer
President

cc: Dr. Heather Rhodes
Vice President for Academic

Appendix G – THECB Planning Notification Form

Planning Notification - Institution	
Institution Planning Notification	
ID PH720LIF	Request Type Planning Notification
Institution * College of the Mainland Community College District	FICE 007096
Proposed CIP Code * <small>You DO NOT need to enter the decimal *.*</small> 52020100	CIP Code Name Business Administration and Management, General
Degree Level * Bachelor's	Proposed Degree Designation (e.g. MA) * BAAS
Proposed Degree Program Title (e.g. Psychology) * <small>Select a title using the drop down menu or type in a unique degree title.</small> Operations Management	
Anticipated Date of Full Proposal Submission * 1/26/2026	
*	
Certification of Approval	
Certification of Approval * <input checked="" type="checkbox"/> I certify that this planning notification has been approved by the Chief Academic Officer or designee.	
Submitter Name * Mary Dehart	Submitter Email * mdehart@com.edu
Proposal Contact Name * <small>Proposal contact will receive labor market information when sent by THECB staff.</small> Dr. Heather Rhodes	Proposal Contact Email * hrhodes1@com.edu

Appendix H – Compliance Standard 10.7

Registration

When students meet all admissions requirements, they are eligible to register for classes. Registration periods for regularly scheduled classes are listed in the College Academic Calendar, which is posted online and published in the Catalog. Specific times, dates and class information are posted separately in WebAdvisor prior to each registration period. Early registration is encouraged to ensure the best selection of classes and times. All currently enrolled eligible students, full or part-time, may register and pay for classes through the College's website or in person.

Schedule Disclaimer

COM will determine when courses are to be offered, class enrollments, and locations and reserves the right, when necessary, to cancel classes, change instructors, and otherwise alter the published schedule. No charge to the student will be made for changes due to canceled classes. To replace a canceled class, the student may add classes online or see an advisor.

Guaranteed Schedule

COM offers a guaranteed schedule which makes scheduling in advance easier. Students will know when a class will be scheduled, and it is guaranteed that the class will run. Certain core classes will not be canceled due to low enrollment as long as that class is part of the guaranteed schedule. The guaranteed schedule is set up on a fall semester, spring semester, and summer semester basis. See an advisor for additional details.

Student Course Load

The standard course load for a student (not employed full-time) during a regular 16-week semester is five college courses, or a course load not to exceed 18 credit hours. The maximum course load for an 8-week session is 11 credit hours. However, this varies with each student, and an advisor should be consulted to make this choice. The maximum course load for a student during the summer is 16 credit hours for the 10-week session and 8 credit hours for the 5-week 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 18 hours must get approval from the Vice President for Academic Affairs or the Vice President for Student Affairs on a case-by-case basis.

Credit Hour

A credit hour is an amount of work represented in intended learning outcomes and verified by evidence of student achievement that is an institutionally established equivalency that reasonably approximates:

1. Not less than one hour of classroom or direct faculty instruction and a minimum of two hours out-of-class student work each week for approximately 15 weeks for one semester hour of credit, or the equivalent amount of work over a different amount of time; or
2. At least an equivalent amount of work as required outlined in item 1 above for other academic activities as established by the institution, including laboratory work, internships, studio work, and other academic work leading to the award of credit hours.

Course Prerequisites and Co-requisites

Course prerequisites and co-requisites must be met regardless of TSI status. Relevant course prerequisites must be met before students will be allowed to begin courses requiring prerequisites.

Classification of Students

Part-time: A student carrying fewer than 12 credit hours in a fall, spring, or summer semester

Full-time: A student carrying 12 or more credit hours in a fall, spring, or summer semester

Freshman: A student who has earned fewer than 30 credit hours

Sophomore: A student who has earned 30 or more credit hours

Special: A student enrolled in credit courses who is not seeking a certificate or degree

Course Numbers

Each course number has a distinct meaning. If the course number begins with a 1, the course is freshman level; if the course number begins with a 2, the course is sophomore level. The second digit indicates the credit hours. The third and fourth numbers indicate the type and course sequence.

Changes in Student Schedule

Prior to registering for classes, students should carefully plan a schedule that follows their degree plan and identified pathway. When it is necessary to add and/or drop courses during the registration period, students can make these changes online; however, students cannot drop developmental or co-requisite courses during this period without the assistance of an Academic Advisor. After the registration period ends, course changes must be processed through an Academic Advisor.

Withdrawal from All Classes

Students planning to withdraw from the College must see an Academic Advisor. Students officially withdrawing from all classes at once will be assigned the status of "WX" so that these drops will not count against the six drop limit. Withdrawal is not considered official unless it is initiated by the student.

Withdrawal from a Class

Student planning to officially withdraw from a class after the registration period ends must see an Advisor. The following guidelines determine grades for an official withdrawal:

1. When a student withdraws before Census Day (as indicated on the Academic Calendar), the course will not appear on the student's permanent record.
2. When a student withdraws after Census Day (as indicated on the Academic Calendar) but before "W" day, a grade of "W" will appear on the student's permanent record.

Instructor-Initiated Drop

When, in the judgment of the instructor, a student has been absent enough times so that it is unlikely the outcomes of the course will be achieved, the instructor may drop the student by notifying the Admissions and Records Office. The student will receive a grade of "W" for that course.

Six Drop Rule

By State law, all students enrolling for the first time at any Texas public college or university after Fall 2007 will be limited to six course

Appendix I – Faculty Roster

Faculty Roster Form

Qualifications of Full-Time and Part-Time Faculty

Name of Institution: College of the Mainland

Name of Primary Department, Academic Program, or Discipline: Business/Accounting Program

NAME (F, P)	2 COURSES TAUGHT Including Term, Course Number & Title, Credit Hours (D, UN, UT, G) [Dual] Note – for substantive change prospectuses/applications, list the courses to be taught, not historical teaching assignments	3 ACADEMIC DEGREES & COURSEWORK Relevant to Courses Taught, Including Institution & Major List specific graduate coursework, if needed	4 OTHER QUALIFICATIONS & COMMENTS Related to Courses Taught
Melih Arat (F)	HRPO 4301 Human Resource Management MRKG 4333 Principles of Selling MRKG 3311 Principles of Marketing	PhD-Business Administration, Nisantasi University MBA-International Business, Dokuz Eylul University MA-Business Management, Harvard University	
David Ford (P)	BMGT 3327 Principles of Management HRPO 4301 Human Resource Management	MBA-Global Management, Thunderbird School of Global Management	Pro Team Management - Lufthansa
Matthew Freeman (P)	MRKG 3311 Principles of Marketing MRKG 4333 Principles of Selling	MBA-Business Administration, Western Governors University	Small Business Entrepreneur
Andrew Gregory (F)	BMGT 4341 Strategic Management BMGT 3327 Principles of Management BMGT 3309 Information and Project Management	MS-Taxation, University of New Haven MBA-Business, University of New Haven	20 plus years management in professional services Enrolled Agent - IRS Licensed Architect – TX, CT
Deane Schneider (F)	BMGT 3309 Information and Project Management BMGT 3303 Problem Solving and Decision Making BMGT 4309 Leadership	DBA-Management, Grand Canyon University MBA-Management Info Systems, Dallas Baptist University	Supervisor DSC Technology, Analyst, Computer Sciences Corporation Business Systems Analyst - Raytheon
Celine Siewert (P)	ACNT 3303 Accounting	MBA-Business Administration, University of Houston Clear Lake	CPA Administrative Manager - Texaco
Griselda Solis (P)	BMGT 3327 Principles of Management BMGT 4341 Strategic Management	JD-Jurisprudence, St. Mary's University 18 hrs. Graduate Level-Business Management, University of Texas at Brownsville	
Katherine Tunstall (P)	BUSG 3315 Business Operations MRKG 3311 Principles of Marketing MRKG 4333 Principles of Selling	MBA-Business Administration, University of St. Thomas	Advertising Principal – AIG American General MFP, RFS
Joseph Walkowicz (P)	BMGT 3303 Problem Solving and Decision Making BMGT 4309 Leadership	PhD-Organization & Management, Capella University MA-Organizational Management, University of Phoenix	Regional Management – Bowman Distribution Manager – Lawson Products Owner ST&F LLC Distributor industrial supplies
Siromi Wijesinghe (F)	ACNT 3303 Accounting BUSG 3315 Business Operations	MBA-Business Administration, University of Houston Clear Lake	Entrepreneur Commercial Real Estate

Appendix J – COM Board Policy Faculty Load

Local Policy DJ – Assignment, Workload, and Schedules

In addition to the time spent in the classroom or laboratory, a faculty member's total commitment to the College District shall also include preparation for class meetings, laboratory sessions, online course management, student consultation, committee responsibilities, advisement, professional development, and service to the community.

The standard teaching load for a full-time faculty member is 15 credit hours per semester or 18 contact hours per week per semester. The traditional configuration is five courses, each having a value of three contact hours per week and three credit hours per semester, but the number of courses and the credit and contact hours per course may vary.

Equivalency for each discipline shall be determined by the chief academic officer as appropriate to the program areas in which a faculty member works. Full-time faculty members may teach noncredit courses and may participate in special assignments as part of their workloads with the approval of the chief academic officer.

Faculty members shall schedule office hours at times most convenient for students, as approved by the department chairperson. Upon approval by the department chairperson, each faculty member shall post his or her office hours at the beginning of each semester. Faculty members shall not schedule office hours during the College District's college hour.

The minimum number of office hours per week shall be seven and one-half hours per week during the fall and spring semesters and three hours per week during any summer session. Full-time faculty members teaching online courses may provide one virtual office hour per week for each online section taught to fulfill the above requirements.

Department chairs are responsible for reviewing and monitoring courses to ensure compliance with this policy.

A faculty member taking a leave of absence shall work with his or her department chairperson to find a qualified substitute. The substitute shall be compensated by the College District in accordance with current policies and administrative regulations. Overload assignments shall be no more than a one-course equivalency. A faculty member may teach one-course overload as approved by the department chairperson. A two-course overload may be permitted on an emergency basis and upon approval of the chief academic officer. When compelling student need is demonstrated, the chief academic officer may approve a faculty member to teach an overload with fewer than ten students enrolled.

A faculty member who teaches the overload may be compensated prorata with the approval of the chief academic officer. Full-time faculty not on contract during the summer semesters may teach a class with fewer than ten students on a prorata basis with the approval of the chief academic officer.

All requests for release time or compensation shall be approved by the chief academic officer and the College President.

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Appendix L – Student Support and Instructions on the LMS

1. Quack the Code Video Series (Found Under Future Students)

Our “Quack the Code” video series covers the most common D2L issues students encounter, including step-by-step instructions for the Online Learner Workshop (OLW). The playlist is shared via D2L announcements at the start of each semester, including 8-week sessions—and is also distributed to faculty to embed in their courses. Moving forward, this playlist will be included by default in our D2L course templates. It’s hosted on our [COM EdTech YouTube channel](#), which also houses additional in-house help videos, like the Conquering Hybrid Learning playlist. A link is available under Student Resources located in the LMS navigation menus. To the right are just a sample of the 17 videos in Quack the Code: Tech Tips at COM.

2. D2L Homepage Access (No Login Required to enter D2L Homepage)

D2L linked on the COM homepage under “Get Connected – Online Resources,” allowing students to access the platform without prior instruction.

Students log in using their COM credentials and gain access to course shells as soon as they are enrolled. They can also find D2L Brightspace in the Single Sign-on (COM LOGIN).

Once in D2L:

- FAQs can be found on the landing page
- Students can enroll in the Online Learner Workshop under Discover
- Getting started resources for learners” can be found under Brightspace Resources
-

3. Support Email

- a. Students can email de_suport@com.edu for help

4. All online and hybrid sections provide a link to the Online Learner Workshop, whether viewed through Self Service or Navigate. The comment reads: “Students new to online learning at COM can register for the Online Learner Workshop on Demand module. Learn how to access the training at <https://www.youtube.com/watch?v=xXKGTEp9xJg>.”

5. Advisors

- a. A list of Frequently Asked Questions are provided to all new students when they meet with their Advisor.
- b. After initial meeting with students, Advisors send a reminder to the new students: “Brightspace Desire to Learn (D2L) is COM’s online learning platform. You will want to check this daily. Your classes will appear in your D2L account on the first day of classes. Having issues accessing your class or notice content missing? Submit a ticket here.”

Frequently asked questions provided in New Student Packet from Advising.

Starting Fall 2022 COM's online learning platform is changing to D2L Brightspace on August 22.

To help you find everything you need to succeed online we've compiled a list of common questions and their answers below.

Where do I go to access D2L Brightspace at COM? You can access COM's online classes at <http://com.brightspace.com>. You can also access D2L by going to COM's homepage at <http://www.com.edu>, scroll down to the bottom of the page, and click on the button for D2L Brightspace.

How do I access my classes? When you log into your COM account on D2L Brightspace you can find your classes on your homepage under the "My Courses" section. When you hover over your classes, you'll see a button appear in the top right that has 3 dots. Clicking on this will give you the option to pin the class to the top of your course list. This should allow you to control what order you view your class list.

What browser should I use for my classes on D2L Brightspace? You can choose from Firefox, Chrome, Safari, and Edge as all these browsers are supported. Internet Explorer is not supported.

Can I access my online classes on my phone? Whether you're on Apple or Android you can find the app called **Brightspace Pulse** in the app store of your choice, install it, select COM as your learning provider, and sign in with your COM login to access your classes on the go.

How do I get help when things don't work right? On your D2L homepage you will find a Navigation Bar at the top of the screen. On that Navigation Bar is a drop-down menu labeled "COM Tech Support". On that drop down you can click "DE Support Request" to open a page that will allow you to submit a trouble ticket to our Distance Education Support Team here at COM.

When can I access my classes on Brightspace? Students will have access to their courses on the First Day of Classes unless an instructor has made the course available earlier.

How can I receive Brightspace announcements and alerts in my email? Once you're logged in to Brightspace, click your name in the top right corner of the screen. Then click "Notifications". From here you can scroll down and click the check boxes on any of the available options. Once you have selected your desired alert notifications click the Save button at the bottom left of the screen.

I'm logged into Brightspace and don't see my current courses (after the start date of the course). Scroll down and find the "My Courses" section. Use the left and right arrows to find the correct term and select it. If you still are not seeing your classes, please put in a ticket with our support staff will help you quickly. You can also get help directly from D2L Brightspace at <http://edtech.com.edu/introduction-to-d2l-solve/>.



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: September 22, 2025
Subject: Adoption of Tax Rate for 2025

AGENDA ITEM DESCRIPTION

Discussion and possible action to adopt a tax rate for 2025.

PURPOSE

Per policy CAI (Legal), state law requires the Board of Trustees to set a property tax rate each year. The purpose is to set a maintenance and operations M&O tax rate that provides the college with sufficient revenues to fund the 2025-2026 approved budget and an interest and sinking tax rate to sustain the debt service payments on voter-approved bonds.

BACKGROUND

The tax rate is calculated by the Galveston County Tax Assessor-Collector utilizing the Tax Calculation Worksheet. The proposed rate presented for adoption is .1394/100 (0.001394) of property value for maintenance and operations and .1244/100 (0.002344) for interest and sinking for a total tax rate of .2638/100 (0.002638). A tax rate notice was published in the Galveston Daily News on September 12, 2025, by the request of the Galveston County Tax Assessor-Collector.

FUNDING SOURCE

N/A

PROPOSED MOTION

"I move the Board of Trustees adopt the Resolution for Adopting the 2025 Tax Rate Adoption as presented."

ATTACHMENT(S)

1. Notice of Public Hearing on Tax Increase
2. Proposed Ad Valorem Taxes for 2025, Fiscal Year 2025-2026
3. 2025 Tax Rate Calculation Worksheet
4. Tax Rate Adoption Resolution

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.263800 per \$100 valuation has been proposed by the governing body of College of the Mainland.

PROPOSED TAX RATE	\$0.263800 per \$100
NO-NEW-REVENUE TAX RATE	\$0.256686 per \$100
VOTER-APPROVAL TAX RATE	\$0.275023 per \$100

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for College of the Mainland from the same properties in both the 2024 tax year and the 2025 tax year.

The voter-approval rate is the highest tax rate that College of the Mainland may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that College of the Mainland is proposing to increase property taxes for the 2025 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 22, 2025 AT 1:30 PM AT Doyle Family Administration Bldg. A129, College of the Mainland, 1200 Amburn Road, Texas City, Texas 77591.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, College of the Mainland is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Board of Trustees of College of the Mainland at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal:	Wilma Clark Green	Kyle L. Dickson	Patti Hanssard
	Kimberly Dodson	Melissa Skipworth	
	Bill McGarvey	Donald G. Gartman	

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by College of the Mainland last year to the taxes proposed to be imposed on the average residence homestead by College of the Mainland this year.

	2024	2025	Change
Total tax rate (per \$100 of value)	\$0.267100	\$0.263800	decrease of -0.003300 per \$100, or -1.24%
Average homestead taxable value	\$210,679	\$222,252	increase of 5.49%
Tax on average homestead	\$562.72	\$586.30	increase of 23.58, or 4.19%
Total tax levy on all properties	\$44,202,065	\$46,257,930	increase of 2,055,865, or 4.65%

For assistance with tax calculations, please contact the tax assessor for College of the Mainland at 409-766-2284 or galcotax@galvestoncountytexas.gov, or visit www.galcotax.com for more information.

**College of the Mainland
2025-26 Budget
Proposed Ad Valorem Taxes Calendar Year 2025**

	Proposed 2025 M&O Rate	Proposed 2025 I&S Rate	Proposed 2025 Total Rate
Certified adjusted taxable value	17,016,662,311	17,535,227,546	
Tax rate	0.1394	0.1244	0.2638
College Revenues	23,721,227	21,813,823	45,535,050
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	223.04	199.04	422.08

2025 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

College of the Mainland

409-935-8261

Taxing Unit Name

Phone (area code and number)

1200 Amburn Road, Texas City, Texas 77591

www.com.edu

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 19,819,656,782
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 2,472,790,694
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 17,346,866,088
4.	Prior year total adopted tax rate.	\$ 0.267100 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.	
	A. Original prior year ARB values: \$ 629,533,076	
	B. Prior year values resulting from final court decisions: - \$ 542,946,806	
	C. Prior year value loss. Subtract B from A. ³	\$ 86,586,270
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. Prior year ARB certified value: \$ 0	
	B. Prior year disputed value: - \$ 0	
	C. Prior year undisputed value. Subtract B from A. ⁴	\$ 0
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 86,586,270

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 17,433,452,358
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024. Enter the prior year value of property in deannexed territory. ⁵	\$ 19,309
10.	<p>Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.</p> <p>A. Absolute exemptions. Use prior year market value: \$ 60,105,450</p> <p>B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 132,291,802</p> <p>C. Value loss. Add A and B.⁶</p>	\$ 192,397,252
11.	<p>Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year.</p> <p>A. Prior year market value: \$ 3,268,453</p> <p>B. Current year productivity or special appraised value: - \$ 24,400</p> <p>C. Value loss. Subtract B from A.⁷</p>	\$ 3,244,053
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 195,660,614
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 983,038,266
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 16,254,753,478
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 43,416,446
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁹	\$ 263,009
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 43,679,455
18.	<p>Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹¹</p> <p>A. Certified values: \$ 20,220,124,233</p> <p>B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ _____</p> <p>C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0</p> <p>D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below.¹² - \$ 1,006,514,043</p> <p>E. Total current year value. Add A and B, then subtract C and D.</p>	\$ 19,213,610,190

⁵ Tex. Tax Code §26.012(15)

⁶ Tex. Tax Code §26.012(15)

⁷ Tex. Tax Code §26.012(15)

⁸ Tex. Tax Code §26.03(c)

⁹ Tex. Tax Code §26.012(13)

¹⁰ Tex. Tax Code §26.012(13)

¹¹ Tex. Tax Code §26.012, 26.04(c-2)

¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<p>Total value of properties under protest or not included on certified appraisal roll. ¹³</p> <p>A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district’s value and the taxpayer’s claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>824,662,304</u></p> <p>B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u></p> <p>C. Total value under protest or not certified. Add A and B. \$ <u>824,662,304</u></p>	
20.	<p>Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁶</p>	\$ <u>2,503,044,948</u>
21.	<p>Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. ¹⁷ An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico. ¹⁸ If completing this section, the taxing unit must include supporting documentation in Section 9. ¹⁹ Taxing units that are not affected, enter 0.</p>	\$ <u>0</u>
22.	<p>Current year total taxable value. Add Lines 18E and 19C, then subtract Lines 20 and 21. ²⁰</p>	\$ <u>17,535,227,546</u>
23.	<p>Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. ²¹</p>	\$ <u>0</u>
24.	<p>Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year. ²²</p>	\$ <u>518,565,235</u>
25.	<p>Total adjustments to the current year taxable value. Add Lines 23 and 24.</p>	\$ <u>518,565,235</u>
26.	<p>Adjusted current year taxable value. Subtract Line 25 from Line 22.</p>	\$ <u>17,016,662,311</u>
27.	<p>Current year NNR tax rate. Divide Line 17 by Line 26 and multiply by \$100. ²³</p>	\$ <u>0.256686</u> /\$100
28.	<p>COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²⁴</p>	\$ _____ /\$100

SECTION 2: Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit’s debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit’s debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

¹³ Tex. Tax Code §26.01(c) and (d)
¹⁴ Tex. Tax Code §26.01(c)
¹⁵ Tex. Tax Code §26.01(d)
¹⁶ Tex. Tax Code §26.012(6)(B)
¹⁷ Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
¹⁸ Tex. Tax Code §26.012(1-a)
¹⁹ Tex. Tax Code §26.04(d-3)
²⁰ Tex. Tax Code §26.012(6)
²¹ Tex. Tax Code §26.012(17)
²² Tex. Tax Code §26.012(17)
²³ Tex. Tax Code §26.04(c)
²⁴ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
29.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ 0.142700 /\$100
30.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 17,433,452,358
31.	Total prior year M&O levy. Multiply Line 29 by Line 30 and divide by \$100.	\$ 24,877,536
32.	Adjusted prior year levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2024. This line applies only to tax years preceding the prior tax year. + \$ 142,723 B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. - \$ 1,287,676 C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ -1,144,953 E. Add Line 31 to 32D.	\$ 23,732,583
33.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 17,016,662,311
34.	Current year NNR M&O rate (unadjusted). Divide Line 32E by Line 33 and multiply by \$100.	\$ 0.139466 /\$100
35.	Rate adjustment for state criminal justice mandate. ²⁶ A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
36.	Rate adjustment for indigent health care expenditures. ²⁷ A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. \$ 0 B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state assistance received for the same purpose. - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100

²⁵ [Reserved for expansion]
²⁶ Tex. Tax Code §26.044
²⁷ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
37.	Rate adjustment for county indigent defense compensation. ²⁸	
	A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender’s office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose.	\$ 0 _____
	B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender’s office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state grants received by the county for the same purpose.	\$ 0 _____
	C. Subtract B from A and divide by Line 33 and multiply by \$100.	\$ 0.000000 _____/\$100
	D. Multiply B by 0.05 and divide by Line 33 and multiply by \$100.	\$ 0.000000 _____/\$100
E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.000000 _____/\$100	
38.	Rate adjustment for county hospital expenditures. ²⁹	
	A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	\$ 0 _____
	B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2023 and ending on June 30, 2024.	\$ 0 _____
	C. Subtract B from A and divide by Line 33 and multiply by \$100.	\$ 0.000000 _____/\$100
	D. Multiply B by 0.08 and divide by Line 33 and multiply by \$100.	\$ 0.000000 _____/\$100
E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0.000000 _____/\$100	
39.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.	
	A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year.	\$ 0 _____
	B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year	\$ 0 _____
	C. Subtract B from A and divide by Line 33 and multiply by \$100	\$ 0.000000 _____/\$100
D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 _____/\$100	
40.	Adjusted current year NNR M&O rate. Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	\$ 0.139466 _____/\$100
41.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero.	
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	\$ 0 _____
	B. Divide Line 41A by Line 33 and multiply by \$100	\$ 0.000000 _____/\$100
C. Add Line 41B to Line 40.	\$ 0.139466 _____/\$100	
42.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.	
	Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	\$ 0.150623 _____/\$100

²⁸ Tex. Tax Code §26.0442
²⁹ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D42.	<p>Disaster Line 42 (D42): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of:</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or</p> <p>2) the third tax year after the tax year in which the disaster occurred.</p> <p>If the taxing unit qualifies under this scenario, multiply Line 41C by 1.08.³⁰ If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).</p>	\$ 0.000000 /\$100
43.	<p>Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes;</p> <p>(2) are secured by property taxes;</p> <p>(3) are scheduled for payment over a period longer than one year; and</p> <p>(4) are not classified in the taxing unit’s budget as M&O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.³¹</p> <p>Enter debt amount \$ 23,389,352</p> <p>B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0</p> <p>D. Subtract amount paid from other resources - \$ 0</p> <p>E. Adjusted debt. Subtract B, C and D from A.</p>	\$ 23,389,352
44.	Certified prior year excess debt collections. Enter the amount certified by the collector. ³²	\$ 1,741,216
45.	Adjusted current year debt. Subtract Line 44 from Line 43E.	\$ 21,648,136
46.	<p>Current year anticipated collection rate.</p> <p>A. Enter the current year anticipated collection rate certified by the collector.³³ 99.24 %</p> <p>B. Enter the prior year actual collection rate..... 99.34 %</p> <p>C. Enter the 2023 actual collection rate. 99.24 %</p> <p>D. Enter the 2022 actual collection rate. 99.46 %</p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.³⁴</p>	99.24 %
47.	Current year debt adjusted for collections. Divide Line 45 by Line 46E.	\$ 21,813,921
48.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 17,535,227,546
49.	Current year debt rate. Divide Line 47 by Line 48 and multiply by \$100.	\$ 0.124400 /\$100
50.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 42 and 49.	\$ 0.275023 /\$100
D50.	<p>Disaster Line 50 (D50): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D42. Add Line D42 and 49.</p>	\$ 0.000000 /\$100

³⁰ Tex. Tax Code §26.042(a)
³¹ Tex. Tax Code §26.012(7)
³² Tex. Tax Code §26.012(10) and 26.04(b)
³³ Tex. Tax Code §26.04(b)
³⁴ Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
51.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.000000 /\$100

SECTION 3: NNR Tax Rate and Voter Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³⁵ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
53.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³⁶ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁷ - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 0
54.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 17,535,227,546
55.	Sales tax adjustment rate. Divide Line 53 by Line 54 and multiply by \$100.	\$ 0.000000 /\$100
56.	Current year NNR tax rate, unadjusted for sales tax. ³⁸ Enter the rate from Line 27 or 28, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.256686 /\$100
57.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.256686 /\$100
58.	Current year voter-approval tax rate, unadjusted for sales tax. ³⁹ Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.275023 /\$100
59.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 55 from Line 58.	\$ 0.275023 /\$100

SECTION 4: Voter Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ⁴⁰ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ⁴¹	\$ 0
61.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 17,535,227,546
62.	Additional rate for pollution control. Divide Line 60 by Line 61 and multiply by \$100.	\$ 0.000000 /\$100

³⁵ Tex. Tax Code §26.041(d)
³⁶ Tex. Tax Code §26.041(i)
³⁷ Tex. Tax Code §26.041(d)
³⁸ Tex. Tax Code §26.04(c)
³⁹ Tex. Tax Code §26.04(c)
⁴⁰ Tex. Tax Code §26.045(d)
⁴¹ Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
63.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	\$ 0.275023 /\$100

SECTION 5: Voter Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.⁴² The Foregone Revenue Amount for each year is equal to that year’s adopted tax rate subtracted from that year’s voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year’s current total value.⁴³

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴⁴
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴⁵ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴⁶

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴⁷

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	Year 3 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value A. Voter-approval tax rate (Line 68) B. Unused increment rate (Line 67) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2024 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.278591 /\$100 \$ 0.000000 /\$100 \$ 0.278591 /\$100 \$ 0.267100 /\$100 \$ 0.011491 /\$100 \$ 16,749,552,373 \$ 1,924,691
65.	Year 2 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2023 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.280042 /\$100 \$ 0.000000 /\$100 \$ 0.280042 /\$100 \$ 0.268500 /\$100 \$ 0.011542 /\$100 \$ 15,818,862,790 \$ 1,825,813
66.	Year 1 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2022 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.272916 /\$100 \$ 0.000000 /\$100 \$ 0.272916 /\$100 \$ 0.267620 /\$100 \$ 0.005296 /\$100 \$ 14,750,319,229 \$ 781,176
67.	Total Foregone Revenue Amount. Add Lines 64G, 65G and 66G	\$ 0 /\$100
68.	2025 Unused Increment Rate. Divide Line 67 by Line 22 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.000000 /\$100
69.	Total 2025 voter-approval tax rate, including the unused increment rate. Add Line 68 to one of the following lines (as applicable): Line 50, Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	\$ 0.275023 /\$100

⁴² Tex. Tax Code §26.013(b)
⁴³ Tex. Tax Code §§26.013(a)(1-a), (1-b), and (2)
⁴⁴ Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
⁴⁵ Tex. Tax Code §§26.0501(a) and (c)
⁴⁶ Tex. Local Gov’t Code §120.007(d)
⁴⁷ Tex. Local Gov’t Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁸ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁹

Line	De Minimis Rate Worksheet	Amount/Rate
70.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 40 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.139466 /\$100
71.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 17,535,227,546
72.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 71 and multiply by \$100.	\$ 0.002851 /\$100
73.	Current year debt rate. Enter the rate from Line 49 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.124400 /\$100
74.	De minimis rate. Add Lines 70, 72 and 73.	\$ 0.000000 /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁵⁰

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁵¹

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	2024 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.267100 /\$100
76.	Adjusted 2024 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁵² If a disaster occurred in 2024 and the taxing unit calculated its 2024 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2024 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2024 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2024, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2024 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵³ Enter the final adjusted 2024 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2024 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
77.	Increase in 2024 tax rate due to disaster. Subtract Line 76 from Line 75.	\$ 0.000000 /\$100
78.	Adjusted 2024 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 16,254,753,478
79.	Emergency revenue. Multiply Line 77 by Line 78 and divide by \$100.	\$ 0
80.	Adjusted 2024 taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 17,016,662,311
81.	Emergency revenue rate. Divide Line 79 by Line 80 and multiply by \$100. ⁵³	\$ 0.000000 /\$100

⁴⁸ Tex. Tax Code §26.012(8-a)

⁴⁹ Tex. Tax Code §26.063(a)(1)

⁵⁰ Tex. Tax Code §26.042(b)

⁵¹ Tex. Tax Code §26.042(f)

⁵² Tex. Tax Code §26.042(c)

⁵³ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
82.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	\$ <u>0.275023</u> /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.256686 /\$100
 As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).
 Indicate the line number used: 27

Voter-approval tax rate. \$ 0.275023 /\$100
 As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).
 Indicate the line number used: 50

De minimis rate. \$ 0.000000 /\$100
 If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit’s certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁴

print here ▶ Cheryl E Johnson, PCC, CTOP
 Printed Name of Taxing Unit Representative

sign here ▶ *Cheryl E. Johnson*
 Taxing Unit Representative

August 4, 2025
 Date

⁵⁴ Tex. Tax Code §§26.04(c-2) and (d-2)

**RESOLUTION AND ORDER OF THE BOARD OF TRUSTEES
OF COLLEGE OF THE MAINLAND
IN GALVESTON COUNTY, TEXAS FOR THE ADOPTION OF THE TAX RATE AND
LEVYING AD VALOREM TAXES FOR THE YEAR 2025, FOR THE SUPPORT,
MAINTENANCE, AND DEBT SERVICE OF COLLEGE OF THE MAINLAND**

WHEREAS, College of the Mainland has been duly organized in accordance with the laws of the State of Texas; and

WHEREAS, it is necessary that ad valorem taxes be levied for the support, maintenance, and debt service of College of the Mainland for the fiscal year 2025-2026 and tax year 2025; and

WHEREAS, The Galveston County Tax Assessor using the Truth in Taxation form calculated a maintenance and operations rate of \$0.1394, on each one hundred dollars (\$100) of valuation and an interest and sinking rate of .1244 on each one hundred dollars (\$100) of valuation as required by Section 26.04 of the Tax Code; and

WHEREAS, the Board of Trustees of College of the Mainland in Galveston County, Texas, has determined that the amount of money needed by the College District to maintain the same amount of tax revenues for maintenance and operations and an additional amount for interest and sinking, will require a tax levy at the rate of \$0.2638 on each one hundred dollars (\$100) of valuation; and

WHEREAS, the Board of Trustees of College of the Mainland has previously adopted and approved a budget for the 2025-2026 fiscal year in compliance with state law; and

WHEREAS, the Board of Trustees of College of the Mainland has complied with all the procedural requirements for the setting of the 2025 ad valorem tax rate as specified by the Tax Code and Education Code,

NOW, THEREFORE BE IT ORDAINED AND ORDERED by the Board of Trustees of COLLEGE OF THE MAINLAND that we do hereby levy or adopt the rate on \$100 evaluation for this community college district for the tax year 2025 as follows:

<u>\$0.1394</u>	for the purpose of maintenance and operation
<u>\$0.1244</u>	for the payment of principal and interest on debt of this college district
<u>\$0.2638</u>	Total tax rate

BE IT FURTHER ORDERED that, upon the adoption of this Resolution and Order, the Secretary of the Board of Trustees of College of the Mainland shall certify a copy of this Resolution and Order and forward to both the Assessor and Collector of Taxes.

This Resolution and Order shall take effect from and immediately upon its adoption.

PASSED, APPROVED AND ADOPTED THIS 22rd day of September 2025.

Melissa Skipworth
Board Chairman, Board of Trustees

KimberlyDodson
Secretary, Board of Trustees



August 2025

Monthly Financial Report

Cash Situation

(in millions)

Gross cash balance at the end of month:	\$32.8
Less pending I&S liability:	\$0
Net unrestricted cash:	<hr/> \$32.8
Minimum required cash :	\$8.2
Excess cash above minimum:	\$24.6

Unaudited Operations

Year to Date *(in millions)*

Revenues

Budget:	\$45.0
Actual:	\$45.0

Expense

Budget:	\$45.0
Actual:	\$44.9



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: September 11, 2025
Subject: Monthly Investment & Financial Reports

AGENDA ITEM DESCRIPTION:

Consideration of and possible acceptance of the August 2025 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.

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.

FUNDING SOURCE:

N/A

PROPOSED MOTION:

Suggested motion: "I move the Board of Trustees accept the August 2025 Investment Report and August 2025 Financial Reports."

ATTACHMENT(S):

1. August 2025 Investment Discussion & Report
2. August 2025 Revenue & Expense Summary
3. August 2025 Expense by Division Report



INVESTMENT REPORT
For the Month Ended August 2025

Investment discussion:

College of the Mainland earned \$210,507 for the month of August on its short-term investments in TexPool & Logic for a total of \$2,590,296 investment interest earned fiscal year to date. The College earned an additional \$4 fiscal year to date, from interest-bearing checking accounts. In total, the College earned \$2,590,300 interest for the fiscal year to date period ending August TexPool - \$1,654,134, Logic - \$936,162 and TFB - \$4.

Investments in the TexPool & Logic investment pools remain more profitable than the 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 74th 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 'D. Wesse', positioned above a horizontal line.

David Wesse
Vice President of Fiscal Affairs
College of the Mainland

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

Trudy Trochesset
Controller
College of the Mainland



TexPool Investments for August 2025

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
Operating	11	\$ 42,019,429	\$ -	\$ 9,400,000	133,252	32,752,681	35,454,995	4.510%
Moody	41	30,677	-	-	112	30,789	30,688	4.387%
Totals		\$ 42,050,106	\$ -	\$ 9,400,000	\$ 133,364	\$ 32,783,470	\$ 35,485,683	

Note: For the above listed investments in TexPool, book value is equivalent to market value.
There was no accrued interest as of August 2025

Logic (Hilltop Securities) Investments for August 2025

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
COM Bond 2020	45	\$ 408,220	\$ -	\$ 128,596	1,393	281,017	373,355	4.394%
COM Pre Bond 2023	46	\$ 23,188,792	\$ -	\$ 6,789,077	75,750	16,475,465	20,295,445	4.394%
Totals		\$ 23,597,012	\$ -	\$ 6,917,673	\$ 77,143	\$ 16,756,483	\$ 20,668,800	
Totals		\$ 65,647,118	\$ -	\$ 16,317,673	\$ 210,507	\$ 49,539,953	\$ 56,154,483	



August 2025- Revenue and Expense Summary

Unrestricted Fund (Unaudited)

Summary of Revenue

	<u>Current Actual</u>	<u>2024-25 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>
Operating revenue						
Tuition-credit	(7,722,817)	(6,212,056)	1,510,761	124%	(6,121,698)	(1,601,120)
Tuition-non-credit	(561,386)	(455,044)	106,342	123%	(431,475)	(129,910)
Exemptions and waivers	205,226	1,454,802	1,249,576	14%	1,456,048	(1,250,822)
Registration fees	(160,436)	(2,308,635)	(2,148,199)	7%	(2,308,643)	2,148,207
Other fees	(27,148)	(197,847)	(170,698)	14%	(205,346)	178,197
Grant revenue	(101,060)	(145,552)	(44,493)	69%	(165,661)	64,602
Sales and service revenue	(52,603)	(55,066)	(2,463)	96%	(59,495)	6,893
Miscellaneous revenue	(433,104)	(528,567)	(95,463)	82%	(534,554)	101,450
TPEG transfer in/out	0	0	0	0%	0	0
<u>Totals for Operating revenue</u>	<u>(8,853,328)</u>	<u>(8,447,965)</u>	<u>405,363</u>	<u>105%</u>	<u>(8,370,825)</u>	<u>(482,503)</u>
Non-operating revenue						
State appropriation-Academic	(7,906,253)	(7,738,496)	167,757	102%	(7,738,496)	(167,757)
Property tax revenue	(25,728,134)	(26,525,693)	(797,559)	97%	(24,994,775)	(733,359)
Interest revenue	(1,652,787)	(1,404,824)	247,962	118%	(1,534,637)	(118,150)
FTZ reimbursement	(840,123)	(883,022)	(42,899)	95%	(883,022)	42,899
Renew & replace transfer out	0	0	0	0%	0	0
<u>Totals for Non-operating revenue</u>	<u>(36,127,297)</u>	<u>(36,552,035)</u>	<u>(424,738)</u>	<u>99%</u>	<u>(35,150,930)</u>	<u>(976,367)</u>
<u>Total Revenue</u>	<u>(44,980,625)</u>	<u>(45,000,000)</u>	<u>(19,375)</u>	<u>100%</u>	<u>(43,521,755)</u>	<u>(1,458,870)</u>



August 2025- Revenue and Expense Summary

Unrestricted Fund (Unaudited)

Summary of Expense	Current <u>Actual</u>	2024-25 <u>Budget</u>	Budget <u>Remaining</u>	Budget <u>Pct.YTD</u>	Prior Year to <u>Actual</u>	Curr. vs Prior <u>Year to Year</u>
Salary and wages						
Faculty full-time	7,727,978	8,558,126	830,148	90%	7,707,377	20,601
Admin full-time	2,146,210	2,123,029	(23,181)	101%	1,731,698	414,512
Professional full-time	8,272,559	9,153,285	880,727	90%	8,176,221	96,337
Classified full-time	4,350,954	4,353,439	2,485	100%	4,025,686	325,269
Part-time	5,126,914	3,681,530	(1,445,384)	139%	4,011,700	1,115,214
Salary increase	0	1,176,795	1,176,795	0%	0	0
Vacancy savings	0	(1,808,239)	(1,808,239)	0%	0	0
<u>Totals for Salary and wages</u>	<u>27,624,615</u>	<u>27,237,966</u>	<u>(386,649)</u>	<u>101%</u>	<u>25,652,682</u>	<u>1,971,933</u>
Benefits						
Benefits	4,592,439	4,467,658	(124,782)	103%	3,418,812	1,173,627
<u>Totals for Benefits</u>	<u>4,592,439</u>	<u>4,467,658</u>	<u>(124,782)</u>	<u>103%</u>	<u>3,418,812</u>	<u>1,173,627</u>
Operating expenses						
Contract services	4,472,224	4,428,528	(43,695)	101%	4,104,132	368,092
Legal	34,377	6,314	(28,064)	545%	17,146	17,231
Operations	742,834	912,569	169,735	81%	621,283	121,550
Utilities and Rent	2,569,852	2,883,991	314,139	89%	2,200,348	369,505
Postage, printing, and supplies	1,319,358	1,422,445	103,087	93%	1,080,808	238,550
Bank fees	131,314	90,179	(41,136)	146%	138,362	(7,048)
Capital outlay & leases	127,009	191,531	64,522	66%	117,695	9,315
Insurance	2,513,204	2,850,837	337,633	88%	2,112,247	400,957
Public rel, marketing and advert	236,260	268,170	31,910	88%	192,420	43,840
Misc.	542,493	549,462	6,970	99%	396,451	146,042
Reimbursement from Others	0	(309,649)	(309,649)	0%	0	0
<u>Totals for Operating expenses</u>	<u>12,688,925</u>	<u>13,294,376</u>	<u>605,452</u>	<u>95%</u>	<u>10,980,892</u>	<u>1,708,033</u>



August 2025- Revenue and Expense Summary

Unrestricted Fund (Unaudited)

<u>Total Expense</u>	<u>44,905,979</u>	<u>45,000,000</u>	<u>94,021</u>	<u>100%</u>	<u>40,052,386</u>	<u>4,853,593</u>
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August 2025- Revenue and Expense Summary

Unrestricted Fund (Unaudited)

Summary of Fund Bal

	<u>Current Actual</u>	<u>2024-25 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>
Salary and wages						
Professional full-time	10,950	0	(10,950)	0%	0	10,950
Part-time	0	0	0	0%	99,845	(99,845)
<u>Totals for Salary and wages</u>	<u>10,950</u>	<u>0</u>	<u>(10,950)</u>	<u>0%</u>	<u>99,845</u>	<u>(88,895)</u>
Benefits						
Benefits	2,473	0	(2,473)	0%	1,292,411	(1,289,937)
<u>Totals for Benefits</u>	<u>2,473</u>	<u>0</u>	<u>(2,473)</u>	<u>0%</u>	<u>1,292,411</u>	<u>(1,289,937)</u>
Operating expenses						
Contract services	1,580,850	0	(1,580,850)	0%	1,207,614	373,236
Legal	0	0	0	0%	40,000	(40,000)
Operations	7,976	0	(7,976)	0%	33,961	(25,985)
Utilities and Rent	10,409	0	(10,409)	0%	3,190	7,219
Postage, printing, and supplies	314,586	0	(314,586)	0%	631,410	(316,824)
Capital outlay & leases	595,123	0	(595,123)	0%	453,954	141,169
Public rel, marketing and advert	80,000	0	(80,000)	0%	15,981	64,019
Misc.	2,314	0	(2,314)	0%	9,580	(7,266)
<u>Totals for Operating expenses</u>	<u>2,591,257</u>	<u>0</u>	<u>(2,591,257)</u>	<u>0%</u>	<u>2,395,689</u>	<u>195,568</u>
<u>Total Fund Bal</u>	<u>2,604,680</u>	<u>0</u>	<u>(2,604,680)</u>	<u>0%</u>	<u>3,787,944</u>	<u>(1,183,264)</u>



August 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2024-25 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>
<u>Expense by Division</u>						
<u>Summary for President</u>						
Board of Trustees	8,317	19,700	11,383	42%	2,300	6,017
Campus Police	810,469	894,699	84,230	91%	688,127	122,343
EVP-Academic & Student	438,712	800,812	362,100	55%	117,609	321,103
Gen Institution	521,289	409,037	(112,252)	127%	343,439	177,850
Human Resources	26	0	(26)	0%	0	26
Information Technology Serv	2,417,836	2,572,611	154,776	94%	2,294,530	123,306
Internal Audit	338,812	150,000	(188,812)	226%	179,063	159,750
OPEAR	503,658	504,857	1,198	100%	392,979	110,680
Presidents Office	739,557	734,240	(5,317)	101%	773,750	(34,193)
Self Study SACS	10,581	12,137	1,556	87%	500	10,081
Staff Attorney	323,631	349,910	26,279	92%	298,564	25,067
<u>Totals for President</u>	<u>6,112,888</u>	<u>6,448,003</u>	<u>335,115</u>	<u>95%</u>	<u>5,090,860</u>	<u>1,022,028</u>
<u>Summary for VP Fiscal Affairs</u>						
Central Mail	126,852	139,993	13,141	91%	117,417	9,434
Custodial Services	1,363,250	1,508,375	145,125	90%	1,337,683	25,568
Facilities	5,123,692	5,428,593	304,901	94%	4,194,892	928,800
Financial Services	870,923	846,913	(24,010)	103%	914,590	(43,667)
Grounds	486,790	536,362	49,572	91%	478,439	8,351
Human Resources	831,529	842,668	11,139	99%	718,542	112,988
Purchasing	377,949	362,178	(15,770)	104%	351,042	26,907
Records Mgmt	11,312	20,952	9,640	54%	16,520	(5,208)
Reimbursement	0	(309,649)	(309,649)	0%	0	0
Salary Savings	0	(1,808,239)	(1,808,239)	0%	0	0
Staff Benefits	1,009,676	2,061,690	1,052,014	49%	0	1,009,676



August 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2024-25 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>
Tax Admin	461,024	440,000	(21,024)	105%	359,217	101,807
Utilities	969,944	1,180,000	210,056	82%	1,071,225	(101,281)
Vehicle Operations	124,671	119,287	(5,384)	105%	126,280	(1,609)
VP College & Fin Svcs	321,911	295,908	(26,003)	109%	279,739	42,172
<u>Totals for VP Fiscal Affairs</u>	<u>12,079,524</u>	<u>11,665,031</u>	<u>(414,493)</u>	<u>104%</u>	<u>9,965,585</u>	<u>2,113,939</u>
<u>Summary for VP Institutional Advancement</u>						
COM Foundation Dept	61,650	108,061	46,410	57%	99,921	(38,271)
Marketing and Communications	1,016,074	1,152,180	136,106	88%	930,988	85,086
VP Institutional Advancement	597,118	637,622	40,504	94%	576,614	20,504
<u>Totals for VP Institutional Advancement</u>	<u>1,674,842</u>	<u>1,897,863</u>	<u>223,020</u>	<u>88%</u>	<u>1,607,523</u>	<u>67,319</u>
<u>Summary for VP Instruction</u>						
Acad Succ Re/Wr	1,218,861	1,094,514	(124,347)	111%	1,083,003	135,858
Academic Planning	8,206	31,140	22,934	26%	166,125	(157,918)
Accting-Credit	133,484	110,765	(22,719)	121%	121,937	11,547
Adm-C.I.D.T.	83,241	79,848	(3,392)	104%	82,610	631
Adm-Cont Ed	383,650	439,841	56,191	87%	411,324	(27,674)
Adm-Ind Tech	0	8,000	8,000	0%	8,513	(8,513)
Adm-Instruct	64,506	64,188	(318)	100%	42,171	22,335
Adm-Math	64,757	10,837	(53,919)	598%	10,338	54,419
Adm-Perf & Vis Arts	72,469	69,869	(2,600)	104%	64,656	7,813
Adm-Pub Svc Ed	135,402	143,238	7,836	95%	119,844	15,559
Adm-Science	76,586	82,431	5,844	93%	63,084	13,502
Adm-Soc Sci	80,956	79,363	(1,592)	102%	78,577	2,379
Adult Education	123,808	163,309	39,502	76%	241,680	(117,872)
Allied Health Admin	9,577	9,542	(35)	100%	14,284	(4,707)
Allied Health CE	254,785	221,317	(33,468)	115%	92,699	162,086
Art	324,413	292,710	(31,703)	111%	289,720	34,693



August 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2024-25 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>
Art Gallery	33,244	7,374	(25,871)	451%	23,098	10,146
Biol & Nutrition	1,088,276	993,024	(95,252)	110%	938,668	149,608
C.I.S.	134,934	116,226	(18,707)	116%	123,745	11,189
CE-CAN Program	15,161	20,545	5,384	74%	24,810	(9,649)
CE-CPR	3,512	68	(3,443)	5137%	0	3,512
CE-Dental	4,399	5,756	1,357	76%	0	4,399
Chemistry	234,953	198,371	(36,582)	118%	220,428	14,525
Child Develop	115,043	99,314	(15,728)	116%	100,368	14,674
Cmnty Theater	363,756	375,884	12,128	97%	365,843	(2,087)
Collegiate H.S.-CR	175,274	175,010	(264)	100%	174,158	1,116
Cosmetology	873,605	739,788	(133,816)	118%	813,679	59,926
Criminal Justice	1,634,865	1,860,123	225,258	88%	1,782,955	(148,091)
Culinary Arts	156,467	138,471	(17,996)	113%	102,480	53,987
Dean Cont Ed	231,319	218,467	(12,852)	106%	216,370	14,949
Dean Gen Ed	243,983	226,031	(17,952)	108%	307,811	(63,828)
Dean of Instruction-Workforce	221,757	227,833	6,076	97%	12,707	209,050
Dental Hygiene	401,227	467,302	66,075	86%	157,679	243,548
Distance Ed	429,689	442,985	13,296	97%	421,625	8,064
Drafting	0	0	0	0%	7,324	(7,324)
Dual Credit Dept	214,428	205,998	(8,430)	104%	181,037	33,391
Economics	123,537	98,238	(25,298)	126%	96,366	27,170
EMS-Credit	429,116	331,451	(97,664)	129%	268,867	160,249
Engineering	61,346	64,818	3,472	95%	39,182	22,165
Fire Tech	521,272	408,761	(112,511)	128%	461,405	59,867
Firearms Acad	35,888	39,583	3,694	91%	41,280	(5,392)
Foreign Lang	93,720	76,743	(16,976)	122%	86,324	7,395
Gen Bus-Credit	400,101	338,926	(61,175)	118%	339,788	60,313
Geology	104,459	96,893	(7,566)	108%	120,927	(16,468)



August 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current</u> <u>Actual</u>	<u>2024-25</u> <u>Budget</u>	<u>Budget</u> <u>Remaining</u>	<u>Budget</u> <u>Pct.YTD</u>	<u>Prior Year to</u> <u>Actual</u>	<u>Curr. vs Prior</u> <u>Year to Year</u>
Government	504,923	412,254	(92,670)	122%	446,790	58,133
Graphic Arts	211,939	129,122	(82,818)	164%	164,462	47,477
Health and PE Credit	187,215	160,580	(26,635)	117%	169,392	17,823
Health Info Mgmt	223,471	260,231	36,759	86%	252,262	(28,791)
Hist & Geog	473,391	472,889	(502)	100%	439,344	34,047
Humanities	250,261	203,597	(46,664)	123%	212,363	37,899
Instr Tech Department	323,835	284,806	(39,029)	114%	285,765	38,070
Instr Tech Lab Mgrs	0	0	0	0%	4,086	(4,086)
Law Enforcement	245,458	182,356	(63,102)	135%	214,282	31,176
Law Enforcemnt-NonCR	70,153	63,428	(6,725)	111%	73,773	(3,620)
LC Ctr Admin	103,320	115,714	12,394	89%	36,314	67,006
Library	792,391	802,271	9,880	99%	786,910	5,481
Massage Therapy	0	5,240	5,240	0%	3,574	(3,574)
Math	1,129,003	1,005,883	(123,120)	112%	980,375	148,628
Medical Assistant	124,470	112,137	(12,333)	111%	99,224	25,246
Music	207,903	271,722	63,819	77%	264,999	(57,096)
Networking	66,880	99,320	32,441	67%	99,388	(32,508)
Nursing Administration	437,552	595,879	158,327	73%	475,150	(37,598)
Pharmacy Tech	109,096	105,556	(3,540)	103%	102,359	6,737
Philosophy	98,661	70,320	(28,341)	140%	68,605	30,056
Physics	130,709	106,675	(24,034)	123%	120,796	9,912
Process Tech	518,948	718,432	199,484	72%	585,614	(66,666)
Prof Develop Acad	0	0	0	0%	850	(850)
Program Development	50	0	(50)	0%	90,693	(90,643)
Psychology	467,146	426,981	(40,166)	109%	452,512	14,635
QEP	8,654	504	(8,150)	1718%	12,752	(4,099)
Radiography	322,629	250,380	(72,249)	129%	173,473	149,156
Safety-CR	100,074	111,955	11,881	89%	86,599	13,475



August 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current</u> <u>Actual</u>	<u>2024-25</u> <u>Budget</u>	<u>Budget</u> <u>Remaining</u>	<u>Budget</u> <u>Pct.YTD</u>	<u>Prior Year to</u> <u>Actual</u>	<u>Curr. vs Prior</u> <u>Year to Year</u>
Senior Adult Dept	293,093	246,658	(46,435)	119%	287,056	6,036
Social Science Non CR	55,703	41,585	(14,118)	134%	52,115	3,588
Sociology	110,993	87,067	(23,925)	127%	100,621	10,372
Speaking,Reading,Writing	610,246	622,024	11,777	98%	553,822	56,425
Theater Arts-Credit	151,926	150,026	(1,900)	101%	159,708	(7,783)
Thermal Tech-NonCR	136,778	85,782	(50,995)	159%	106,458	30,320
VP Instruction	293,956	636,021	342,065	46%	346,122	(52,166)
Welding-Cred	487,976	459,213	(28,764)	106%	494,284	(6,308)
<u>Totals for VP Instruction</u>	<u>20,628,835</u>	<u>20,171,507</u>	<u>(457,328)</u>	<u>102%</u>	<u>19,122,383</u>	<u>1,506,452</u>
<u>Summary for VP Student Services</u>						
Admissions	458,765	434,073	(24,691)	106%	425,687	33,077
Advise Center	703,765	768,730	64,965	92%	629,547	74,218
Career & Placement	61,186	123,241	62,055	50%	95,294	(34,108)
Dean of Student Services	244,820	287,245	42,425	85%	0	244,820
Enrollment Mgmt	71,170	42,654	(28,517)	167%	68,429	2,741
Facilities & Student Recreat	105,332	188,329	82,997	56%	124,057	(18,724)
Judicial Affairs	260,685	326,854	66,169	80%	211,541	49,144
Multicultural Department	28,915	32,500	3,585	89%	27,667	1,248
Recruitment	672,953	789,123	116,170	85%	690,727	(17,774)
Stu Financial Svcs	657,745	643,987	(13,758)	102%	581,472	76,273
Stu Organizations	224,336	270,340	46,003	83%	342,712	(118,376)
Student Graduation	73,765	87,700	13,935	84%	59,590	14,176
Svcs-Disab Students	50,797	48,933	(1,864)	104%	49,952	845
Testing	380,518	368,103	(12,415)	103%	331,390	49,129
Veteran Affairs	207,186	199,801	(7,385)	104%	197,840	9,346
VP Student Services	207,950	205,984	(1,966)	101%	430,132	(222,182)
<u>Totals for VP Student Services</u>	<u>4,409,890</u>	<u>4,817,596</u>	<u>407,705</u>	<u>92%</u>	<u>4,266,036</u>	<u>143,855</u>



August 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2024-25 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>
Totals for Expense	<u>44,905,979</u>	<u>45,000,000</u>	<u>94,021</u>	<u>100%</u>	<u>40,052,386</u>	<u>4,853,593</u>
<u>Fund Bal by Division</u>						
<u>Summary for VP Fiscal Affairs</u>						
Fund Balance - Academic Support	0	0	0	0%	24,640	(24,640)
Fund Balance - Institutional Support	889,810	0	(889,810)	0%	2,198,203	(1,308,393)
Fund Balance - Instruction	450,926	0	(450,926)	0%	672,860	(221,934)
Fund Balance - Oper & Maint	909,593	0	(909,593)	0%	512,240	397,353
Fund Balance - Public Service	0	0	0	0%	3,656	(3,656)
Fund Balance - Student Services	354,351	0	(354,351)	0%	376,345	(21,994)
Totals for VP Fiscal Affairs	<u>2,604,680</u>	<u>0</u>	<u>(2,604,680)</u>	<u>0%</u>	<u>3,787,944</u>	<u>(1,183,264)</u>
Totals for Fund Bal	<u>2,604,680</u>	<u>0</u>	<u>(2,604,680)</u>	<u>0%</u>	<u>3,787,944</u>	<u>(1,183,264)</u>
Totals for Report	<u>47,510,659</u>	<u>45,000,000</u>	<u>(2,510,659)</u>		<u>43,840,330</u>	<u>3,670,329</u>



MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: September 11, 2025

Subject: August 2025 Quarterly Investment Report

AGENDA ITEM DESCRIPTION:

Consideration of and possible acceptance of the August 2025 Quarterly Investment Report.

PURPOSE

To report to the Board of Trustees the College's current cash balance. To report to the Board of Trustees the quarterly investments for the College.

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.

FUNDING SOURCE:

N/A

PROPOSED MOTION:

Suggested motion: "I move the Board of Trustees accept the August 2025 Investment Quarterly Report."

ATTACHMENTS

1. August 2025 Quarterly Investment Report



Quarterly Summary of Investments

Quarter Ending	COM Fund	Type	Beginning Book Balance	Beginning Market Value	Deposits	Withdrawals	Ending Book Balance	Ending Market Value
August 2025	11	TexPool-Operating	\$ 44,508,044	\$ 44,508,044	\$ 3,444,636	\$ 15,200,000	\$ 32,752,681	\$ 32,752,681
	41	TexPool-Moody	30,457	30,457	332	-	30,789	30,789
	45	Logic - Bond 2020	688,669	688,669	5,459	413,111	281,017	281,017
	46	Logic- Pre Bond 2023	37,953,585	37,953,585	300,600	21,778,719	16,475,465	16,475,465
Total investments all funds for quarter:			<u>\$ 83,180,756</u>	<u>\$ 83,180,756</u>	<u>\$ 3,751,026</u>	<u>\$ 37,391,830</u>	<u>\$ 49,539,953</u>	<u>\$ 49,539,953</u>

I certify that the attached listing constitutes all investments currently owned by the College of the Mainland District as of the date indicated and all of these investments and investing procedures conform to the "Public Funds Investment Act" as amended by House Bill 2459 of the 74th Texas Legislature. Furthermore, these same investments are in compliance with the College of the Mainland's Investment Policy and Strategy as adopted by the College of the Mainland's Board of Trustees.

David Wesse
Vice President of Fiscal Affairs

Trudy Trochesset
Controller



PRESIDENT'S OFFICE

Board Report

Presenter: Board Chair

A. Miscellaneous Updates



PRESIDENT'S OFFICE

President's Report

Presenter: Dr. Helen Brewer

- a. Updates
 1. Program Spotlight – Fire Technology
 - a. Gary Staudt, Director of Fire Technology
 2. Student Spotlight
 - a. Gavin Brandon, Fire Academy
 3. Website Redesign and Implementation Update - Diane Burkett, Executive Director of Marketing and Public Affairs
- b. Reminders/Announcements
 1. Board Meetings
 - a. October 2025 – Monday, October 27, 2025
 - b. December 2025 – Monday, December 8, 2025
 - c. January 2026 – Monday, January 26, 2026
 - d. February 2026 – Monday, February 23, 2026
 2. Meet COM's New President-From Strong Beginnings to a Future of Excellence, Thursday, October 16, 2025, 4-6 p.m., Conference Center
 3. COM Dental Hygiene Community Clinic Grand Opening & Ribbon Cutting, Friday, October 24, 2025, 3-5 p.m., STEM Terrace
 4. Grand Opening of Nineteen Sixty-Six, COM's Culinary Arts Restaurant, Thursday, November 13, 2025, 11:30 a.m.-1:00 p.m., Mainland City Centre
 5. COM Graduation, Saturday, December 6, 2025, 10 a.m. & 2 p.m., Abundant Life Christian Center
- c. Resignations and Retirement Report
- d. Miscellaneous Updates



COM
College of the Mainland.

Fire Technology Program

Gary Staudt, Director of Fire Technology



College of the Mainland Fire Technology Program

Brief History



1981: Fire Academy starts as a Continuing Education program.

1981-1982: Associate of Applied Science in Fire Protection Technology begins.

2006 – 2007: Fire Academy became part of the Fire Protection Technology AAS degree.

College of the Mainland Fire Technology Program



In 2014, COM was first recognized publicly in Galveston County when 5 of 6 Galveston Fire Department Battalion Chiefs were COM graduates.

Chief Mike Varela – Galveston Fire Department

Chief Chris Anderson – Santa Fe Fire Rescue

Chief Nicholas Williams – Glenn Heights Fire Department

Between 50% - 70% of local fire department personnel are COM Fire Academy graduates.

College of the Mainland Fire Technology Program

Credit

COM offers many certifications to meet workforce needs.

Launched the first Dual Credit Fire Academy in Academic Year 2025–2026 with Texas City High School.

The Associate of Applied Science in Fire Technology degree plan has been updated to match current fire department trends, supporting continued enrollment growth.



College of the Mainland Fire Technology Program

Credit Fire Academy



Many area fire departments hire paramedics and send them to our training academy.

COM is authorized to teach all Texas Commission on Fire Protection certifications — with the exception of Aircraft Rescue Firefighter.

College of the Mainland Fire Technology Program

Credit Fire Academy

Degree Progress: Current Fire Academy accounts for 25 of the 60 credit hours towards the Associate of Applied Science in Fire Technology.

Comprised of 8 credit-bearing courses in the Basic Fire Academy.

Enrollment Growth: Nearly doubled in five years — growing from 27 students (2020–2021) to 58 students (2024–2025).

Current Semester: 30 students enrolled in the Day Academy this semester.

College of the Mainland Fire Technology Program

Continuing Education

State Firefighters & Fire Marshals' Association

- Volunteer Firefighter certifying board.
- Partner in training and certification.

Academy Offerings

- Firefighter I Academy (each semester)
- Firefighter II Academy (each semester)

Community Impact

- Galveston County & Clear Lake volunteer fire departments train through night & weekend classes.
- Supports local departments with ongoing certification pathways.

College of the Mainland Fire Technology Program

Continuing Education

Our State Firefighters' and Fire Marshals' Association (SFFMA) Firefighter I & Firefighter II academies were the first in Texas (2017) and have since become a model adopted statewide.



College of the Mainland Fire Technology Program

Continuing Education

Hazardous Materials Training

Provided to local fire departments to strengthen emergency response readiness.

Hazardous Waste Operations & Emergency Response (HAZWOPER)

Provided to local manufacturing facilities to ensure compliance and workplace safety.



College of the Mainland Fire Technology Program



'Flash Over Chamber' to demonstrate fire dynamics



PRESIDENT'S OFFICE

Possible Action on Agenda Items, Including Closed Session Matters

Consideration of and Possible Action on any items discussed in closed session.