

AGENDA OF REGULAR MEETING
Odessa College Board of Trustees
Monday, September 27, 2021, 6:30 PM
Saulsbury Campus Center, Zant Community Room
201 W UNIVERSITY
ODESSA, TX 79764

1. Call to Order - Mr. Gary Johnson	
2. Pledge of Allegiance: United States & Texas - Mr. Gary Johnson	
3. Introduce New Employees - Ms. Lindsey Bryant	
4. Approval of Minutes of Regular Meeting of August 24, 2021 - Mr. Gary Johnson	2
5. Action Items:	
A. Committee Reports	
1. Property Committee - Dr. Tara Deaver	
a. Consider and Approve Track and Field Stadium Phase 1 Bid- Hellas Construction	9
b. Report on Approval of Diesel Trucks and Trailers for Truck Driving Programs	16
c. Report on Approval of Advise Program Addition to Ellucian Contract	25
2. Finance Committee - Mr. Gary Johnson	
a. Consider for Approval 2021 Tax Rate	37
B. Letter of Agreement between OC Wrangler Club inc and Odessa College- Wayne Baker	39
C. Monthly Financial Statements & Budget Amendments - Ms. Brandy Ham	40
1. Extension of Depository Contract with Frost Bank	45
6. Informational Items:	
A. Education Report, Social Services- Kristi Clemmer & Andrea Bartley	
B. Institutional Effectiveness Report - Dr. Janice Hicks	
C. Vision 2030+ Update - Mr. Ken Zartner	
D. President's Report - Dr. Gregory Williams	
1. Odessa College 75th Anniversary and Ground Breaking	
2. Odessa College Resource Fair	
3. Brian Jones Named to the Commission on Community College Finance	
4. Dr. Nikki Brown Named to Texas Transfer Framework Field of Student Discipline Subcommittee for Criminal Justice	
5. Odessa College Stadium Groundbreaking Ceremony	
7. Adjournment - Mr. Gary Johnson	

Gregory D. Williams, Ed.D., President

EXECUTIVE/ CLOSED SESSION: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Board will convene in such executive or closed session in accordance with the Texas Open Meeting Act, Section §551.001 of the Texas Government Code.

Minutes of a Regular Meeting of the Odessa College Board of Trustees held Tuesday, August 24, 2021, in the Zant Community Room, Saulsbury Campus Center, with the following:

<u>Present</u>	<u>Absent</u>
Dr. Tara Deaver	
Gary Johnson	
Larry Johnson	
Bruce Shearer	
Trudy Lewis	
J. E. "Coach" Pressly	
Laci Harris	
Montie Garner	
Hortencia Del Bosque	

Meeting was called to order by Board of Trustees Chair, Mr. Gary Johnson, at 6:31 p.m.

Pledge of Allegiance: United States & Texas

Mr. Gary Johnson led the group in the pledges.

Introduction of New Employees

Ms. Lindsey Bryant, Director of Human Resources, introduced the following new employees

Adele Gutierrez
Blair Jones
Benjamin White
Christopher Sanders
Clint Wilson
Danley Bailey
Dayana Rios
Dr. MD Shahin Alam
Dr. David Criger
Dr. Tiffani Price
Dr. Tonia M Compton
Leroy Giles
Taylor Clark
Timothy Watkins
Zhi Li

Approval of Minutes of Regular Meeting of August 3, 2021

Mr. Larry Johnson moved, seconded by Dr. Tara Deaver, to approve the minutes of the Regular meeting of August 3, 2021.

Motion passed unanimously.

Committee Reports

a. Approval of Dr. Janice Hicks for Vice President of Institutional Effectiveness

Committee Chair, Mr. Bruce Shearer, stated the Personnel Policy Committee recently met to consider Dr. Janice Hicks for the Vice President of Institutional Effectiveness. Mr. Shearer noted that many of those on the committee already were familiar with Dr. Hicks and the great work she has done in the previous 8 months serving in the Associate Vice President of Institutional Effectiveness role.

Mr. Bruce Shearer moved, seconded by Dr. Tara Deaver, approve Dr. Janice Hicks for Vice President of Institutional Effectiveness

Motion passed unanimously

Dr. Hicks thanked the board & administrative team for their confidence in her and for this opportunity to serve the institution in this new capacity.

2. Finance Committee

a. Conform 2021 Budget to Actual Expenditures at End of Year

Committee Chairman, Mr. Gary Johnson, stated that the college is required by law to conform the budget to actual expenditures on an annual basis.

Ms. Trudy Lewis moved, seconded by Ms. Montie Garner, that the operating budget for 2020-2021 is hereby adjusted to conform to actual expenditure at the end of the fiscal year ending August 31, 2021.

Motion passed unanimously.

b. Consider and Approve Tax Rate

Committee Chair, Mr. Gary Johnson, stated that the committee needs to recommend the tax rate to cover the approved 2021- 2022 budget. Ms. Brandy Ham, Chief Financial Officer, stated that the Finance Committee recommends a tax rate of:

\$0.172599	For Maintenance & Operations	6.1% more than last year's rate
\$0.029124	For Debt Services	11.0% more than last year's rate
\$0.201723	TOTAL RATE	6.8% more than last year's rate

Ms. Ham stated that since the proposed rate is above the no new revenue tax rate but below the voter approve tax rate the institution needs to have a public hearing. Ms. Ham shared the proposed calendar including:

Thursday, September 9 at 6pm in Saulsbury Campus Center room 128
Tuesday, September 14 at 12pm in Saulsbury Campus Center room 128

Ms. Montie Garner moved, seconded by Hortencia Del Bosque, to recommend tax rate of 20.1723.

Motion passed unanimously.

Mr. Bruce Shearer moved, seconded by Dr. Tara Deaver, to approve Tax Hearings on September 9, 2021, at 5:30 p.m. and September 14, 2021, at 12:00 p.m. in Saulsbury Campus Center room 128.

Motion passed unanimously

c. Consider for Approval the Execution of Tax Abatement Agreement with Nacero TX 1- LLC

Mr. Daniel Harper, Odessa College Attorney, stated that the Nacero Tax Abatement approved in April approved that there be 5 years of total abatement then after that it would decrease by 10% each year. Instead of that being paid 5 years from now there was a proposal & approval by the board that Nacero pay an upfront payment to the college in the amount of \$3,360,189 in year 1 of abatement. The details of this agreement were presented to the board for approval.

Mr. Bruce Shearer moved, seconded by Ms. Laci Harris, to approve the execution of tax abatement agreement with Nacero TX 1- LLC.

Motion passed unanimously.

Consider for Approval Interlocal Agreement for Joint Task Force Committee of School District, Hospital District, College District, County, and City and Appointment of Member of Board of Trustees to Joint Task Force Committee

Mr. Harper stated that every 10 years after the census numbers come in there are significant population changes therefore there is a process where these census numbers are considered by a demographer and redistricting districts drawn up. A taskforce is created in order to only have 1 lawyer and 1 demographer work on this project together. Mr. Mike Atkins is taking the lead on this project for Ector County. All taxing entities will come together on this committee. Mr. Gary Johnson indicated he has served on this committee before and would be willing to serve on this board again with Dr. Greg Williams, President.

Mr. Larry Johnson moved, seconded by Bruce Shearer to approve the Interlocal Agreement for Joint Task Force Committee of School District, Hospital District, College District, County, and City and Appointment of Member of Board of Trustees to Joint Task Force Committee with Dr. Gregory Williams, President, with Mr. Gary Johnson, Board Committee Chair, serving on behalf of Odessa College.

Motion passed unanimously.

Consider and Approve Investment Policy and Authorized Investment Brokers

Mr. Gary Johnson read the following:

Resolution

ANNUAL REVIEW OF INVESTMENT POLICY

August 24, 2021

Whereas, Sec. 2256.005 (e) of the Texas Public Funds Investment Act states: "The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.";

Whereas, the investment officer has reviewed the policy and strategies with the finance committee of the board, and the investment officers have recommended no changes to the existing investment policy and investment strategies;

Be it resolved that the Board of Trustees of ODESSA COLLEGE DISTRICT has on this date reviewed its investment policy and strategies and the proposed changes, and hereby adopts said policy and strategies.

The effective date of the Investment Policy shall be August 24, 2021.

Presiding Officer, Board of Trustees

Attest:

Secretary, Board of Trustees

Ms. Ham stated that the list must be approved annually and there were no changes from last year.

Dr. Tara Deaver moved, seconded by Ms. Laci Harris, to approve the Authorized Investment Policy

Motion passed unanimously.

Next, Ms. Ham next shared the list of Authorized Investment Organizations. She indicated the current list is the same organizations approved at the Board Meeting in May 2021.

Mr. Larry Johnson moved, seconded by Ms. Trudy Lewis, to approve Authorized Investment Organizations.

Motion passed unanimously.

Monthly Financial Statements & Budget Amendments

Ms. Brandy Ham highlighted various areas of the financial statements and budget amendments as printed below:

(Kristi Gibbs will put financial reports in minute book)

Mr. Bruce Shearer moved, seconded by Ms. Laci Harris, to approve the Monthly Financial Statements and Budget Amendments.

Motion passed unanimously.

Education Report: QEP

Connie May, Executive Director of Institutional Effectiveness, joined to provide an update on the institution's Quality Enhancement Plan for the ongoing SACSCOC Reaffirmation Process. Ms. May stated there is an upcoming virtual site visit the week of September 20, 2021. Institutions must choose a topic to improve student learning or success to focus their QEP, and Odessa College has decided to focus their QEP on student persistence. A QEP Steering Committee has been created to assist in this project including various individuals from campus. Ms. May reminded the board that a number of years ago Dr. Don Wood shared the data that at Odessa College students who took the Strategies for Success course persisted at a higher rate than students who did not take that course. It was noticed that this course was designed to help students be successful, but the downfalls of this course was that it was a 1-hour course, a nontransferable course, and dual credit students could not take it because of this. Odessa College determined it would be beneficial to students for Odessa College to take the Strategies for Success course concept, change the learning outcomes, and make it a 3-hour transferable course and utilize this concept for the QEP for the Reaffirmation Process. Ms. May thanked the QEP Steering Committee, Instructional Leadership Team along with other faculty members who assisted in developing the course. In summer 2021 the first 3 sections of this EDUC 1300 class were launched, and 68 sections of EDUC/PSYC 1300 were scheduled for fall 2021. Ms. May shared both leading and lagging indicators of success that will be tracked throughout the QEP to gauge success in the next 5 years. Odessa College is committing approximately \$345,000 over the next 5 years to this initiative.

Institutional Effectiveness Report

Dr. Janice Hicks, Vice President of Institutional Effectiveness, reminded the board of one of Odessa College's ongoing goals, reaching 10,000 students. While working to reach this long-term goal, Odessa College sets goals each fall and spring term. In fall 2021, Odessa College is working toward 8,000 students, and the OC8K committee is meeting weekly to assess enrollment and make strategic plans to improve enrollment. This committee is led by Dr. Jonathan Fuentes, Vice President of Academic Partnerships. Recently, the OC8K committee has been utilizing the EDUC/PSYC 1300 course as an enrollment strategy. Dr. Hicks summarized the number of sections and credit hours of the enrollment students so far in fall 2021. She also shared of the Odessa College enrollment, about 37% of these students are dual credit students from 36 dual credit partners across the state. Dr. Hicks shared the details of the OC Connections Program that is helping students and employees both be connected about Odessa College messaging and activities on campus.

Vision 2030+ Update

Mr. Cruz Castillo, of JSA Architect, joined to share updates from the ongoing Vision 2030+ plans. First, he shared an existing campus map to discuss plans for various building to be removed, added and renovated during the next 10 years. Mr. Castillo shared there are four projects they are packaging together as Phase 1 of this master plan including the new Health Sciences Building, a new thermal plant for new building on the east side of campus, the new Rudy Acosta Pavilion, and the new amphitheater shade structure. Other projects include a remodel to the current Health Sciences Building to be utilized for Early College High School students, a pedestrian bridge across University Blvd, Track and Field stadium, new academic building, new student housing and dining hall, parking garage, new fine arts and performance center, and new physical plant. Mr. Castillo detailed the parking needs for the expected campus growth in the coming years.

President's Report

Early College High School Students Return to Campus for Fall 2021

Early College High School students returned to Odessa College campus the week of August 9. Odessa Collegiate Academy has 121 freshmen for a total enrollment of 383, while Odessa Career & Technical Early College High School has 125 freshmen for a total enrollment of 361. Dr. Greg Williams welcomed each of the 744 Early College High School students back for the fall 2021 semester.

OC Connections

Odessa College participants in the spring 2021 Leadership Retreat formed an idea branded as OC Connections. Beginning fall 2021, the campus will rally behind 1 theme each week for the 16-week semester. This effort will help OC employees and students stay connected as to what is going on around campus and how to best utilize the resources available to them. Themes will include Transfer, Positivity and Mental Health, Money Talks, Diversity and many more. Each week there will be social media posts, virtual events, a class presentation and campus welcome stations with information and giveaways.

Registration Rush

August 14-20 Academic Partnerships hosted their Registration Rush project. This was kicked off Saturday, August 14 with a free breakfast for students who came to register. The kickoff event included live on-site interviews with 103.3 KISS FM. During this week-long event, after students registered, they were welcomed to the "Wrangler Room" to be walked through setting up payment plans, logging into student email and Blackboard, and they walked away with some Odessa College swag and a Rosa's Café Gift card. In total, more than 200 students attended this project and were setup for success for the fall 2021 semester.

ECISD FAFSA Night

On July 29, Odessa College hosted the ECISD Alumni Financial Aid Day in the Saulsbury Campus Center. Thirty-three students joined this event to complete their Financial Aid Applications, and 16 ECISD Alumni walked away with Odessa College Scholarships for the fall semester.

Adjournment

The meeting was adjourned at 8:11 p.m.

Secretary

Chair

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September 23, 2021

Ken Zartner
VP of Administrative Services
Odessa College
201 W. University Blvd.
Odessa, TX 79764
kzartner@odessa.edu

RE: Odessa College
Proposal Synthetic Turf Field | Field Events | Track Surfacing Proposal
Recommendations for replacement of Track Curbs and Asphalt

Hellas Construction, Inc. is pleased to provide this Scope of Work and Proposal for the above referenced project, based on Hellas layout, topographic mapping, and Geotechnical Report from Intertek PSI, dated August 25, 2021.

Purchase via 1GPA, 'Government Procurement Alliance' Cooperative Purchasing Agreement, Contract #17-18DP-03 – Athletic Surfaces, Appurtenances and Minor Structures.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout and staking.
3. Provide performance and payment bonds.
4. Provide, prior to construction, six sets of construction drawings.
5. Provide, prior to construction, all required submittals.
6. Provide, prior to construction, track lane and event marking drawings.
7. Provide, prior to construction, synthetic turf shop drawings.
8. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL

Existing Conditions

Hellas scope of work:

1. Construct one (1) construction entrance.
2. Construct one (1) track bridge to protect structural integrity of the asphalt & base.
3. Locate all public utilities through the 811 system.
4. Locate private utilities in work area.





Demolition

Hellas scope of work:

1. Cap existing irrigation system outside track. Remove irrigation heads and return to owner.
Proposal excludes repair or re-orientation of irrigation system outside of track to assure proper function or coverage.
2. Remove existing track surfacing; dispose of materials off site.
3. Demo existing shot put and discus concrete pads; dispose of materials off site.
4. Demo existing discus cage. Return materials to owner or dispose off-site.
5. Demo existing pole vault event; dispose of materials off site.
6. Saw cut at perimeter of high jump fan to remove walkways. Demo walkways; dispose of materials off site. *Existing High Jump Fan to remain in place.*

Excavation / Disposal / Grading & Compaction

Hellas scope of work:

Finished field elevation to be flush with the inside curb.

1. Excavation to new subgrade elevations. Excavated materials will be disposed off-site.
2. Moisture condition, grade, and compact subgrade to proper planarity and density.
3. As the existing soils are primarily silty sand, Hellas proposes to cement stabilize the field area with 6% cement by weight to a depth of 6".
4. Laser grade and compact subgrade to proper planarity and density.

Concrete at Events

Hellas scope of work:

1. Long Jump/Triple Jump Landing Pits – Construct two (2) landing pits with 12" x 15" concrete curb, reinforced with two (2) #4 rebar. Provide and install 3/8" pea gravel around 6" perforated pipe; connect to field drainage system. Provide and install pit sand.
2. Long Jump/Triple Jump Runway – Construct 5" thick concrete runway reinforced with #4 rebar. Provide and install one (1) takeoff board. Balance of takeoff positions to be painted.
3. Pole Vault Event – Construct 5" thick concrete runway and landing pad reinforced with #4 rebar.
4. Pole Vault Boxes – Provide and install one (1) stainless steel pole vault box in concrete. Provide and install one (1) pole vault box cover.

Concrete Miscellaneous

Hellas scope of work:

1. Track Radius Monuments – Construct 2 track radius monuments in concrete.



Field Drainage & Event Drainage Systems

Hellas scope of work:

Hellas had determined that the existing catch basins and pipe system inside the track are not adequate to handle the requirements from the new field drainage system. Therefore, we are including the following modifications to the previous proposal.

1. Dry Well – Construct one (1) 18' x 18' x 10' deep drywell outside the south end of the track. Line the drywell with geotextile fabric and fill with limestone rock. The top of the drywell will have a concrete apron and surface overflow system.
2. Outlet Pipe Boring – Bore under the track and install a 15" HDPE solid pipe from the field collector system to the drywell.
3. HDPE Collector Piping – Provide and install ~1,270 lineal feet of 12" HDPE N12 perforated pipe at perimeter of synthetic turf field. Pipe to be connected to 15" outfall pipe.

Athletic Equipment

Hellas scope of work:

1. Provide and install the following athletic equipment:
 - A. 1 – Long Jump/Triple Jump take-off board
 - B. 1 – Stainless steel pole vault box with cover

Synthetic Running Track Surface

Hellas scope of work:

1. Provide and install $\pm 5,624$ square yards of ***epiQ Tracks® Q3000*** 10mm full-pour track system (blue) at the track oval, steeple chase, long / triple jump runway, pole vault runway, and high jump pad.
2. Track surface will cap the existing weathered curbs inside and outside the track.
3. Stripe lane and event markings per UIL and NCAA for all events.

There are no asphalt paving or concrete repairs included with this proposal price. Until the existing track surface is removed Hellas can make no certification or judgement as to the soundness of the existing asphalt or concrete base materials and their fitness to receive new track surfacing.

Asphalt/Concrete Base Inspection:

After removal of existing track surface, Hellas will inspect the asphalt and concrete base materials for compliance with specified tolerances of $\pm \frac{1}{4}$ " in 10 ft. when measured with a 10-ft. straight-edge. Additionally, we will assess the structural integrity of the existing materials.

If the inspection reveals that there are areas of the existing track asphalt or concrete bases that are out of tolerance or unsound structurally, Hellas will walk the site with the



Owner's Representative to discuss the findings. At that point Hellas will prepare a plan for remediation of out of tolerance and or failing areas and provide a proposal for the cost of the remediation.

Synthetic Turf Field

Hellas scope of work:

1. Geotextile Liner – Provide and install 500X geotextile liner over subgrade, under perimeter collector pipe and attach to existing interior track curb and nailer.
2. Nailer – Provide and install $\pm 2,320$ lineal feet of **EcoNailer™** recycled plastic 2" x 4" nailer the inside track curb, around the high jump fan, long / triple jump event, and around the pole vault event.
3. Composite Flat Drain – Provide and install AdvanEdge 1" x 12" composite flat drain at 30 feet on center, in herringbone pattern, draining to turf under-drain system piping trench.
4. Drainage Stone – Provide and place 4" permeable base stone and 2" permeable finish stone; each course laser graded and compacted to proper planarity and density.
5. Synthetic Turf - Provide and install approximately 95,320 square feet of **FUSION™ 46 oz.** 100% Polyethylene Extruded Monofilament / Slit-Film Blend synthetic turf system with the noted installation options listed below.
 - Football lines and markings per attached rendering
 - Soccer lines and markings per attached rendering
 - Proprietary "RealFill" (patent no. 6,800,339 B2) installation of selectively graded aggregate and ambient ground SBR rubber
 - Supply one (1) tow-behind ground-driven sweeper/groomer with magnet
 - Gmax testing
 - Provide 8-year manufacturer warranty

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and the supplied equipment quoted above.

Base Proposal Price

Revised Scope & Pricing Incorporating Topographic Mapping & Geotechnical Report by PSI

<i>Odessa College - Field Construction and Track Surface</i>	<i>Proposal</i>
Field Construction with FUSION™ 46 oz. SBR Infill 2.25" Pile Height	
Track Surface ep iQ Tracks® Q3000 Blue 10mm Full-Pour System	
Cost for additional jump pit and additional turf nailer \$3,479.00	No Charge
Base Proposal	\$1,390,600.00

Purchase via 1GPA, Contract #17-18DP-03 – Athletic Surfaces, Appurtenances and Minor Structures.

Pricing valid for 14 days from date of this proposal.



The base proposal above excludes any remediation of the running track asphalt & curb system to certify it as a suitable base for the new synthetic track surfacing.

The existing concrete curb at the inside and outside of the track show signs of extreme weathering, which has exposed the aggregate in the concrete. This weathering indicates that the concrete is at the end of its useful life. If the asphalt at the running track is of similar age, it will not be suitable to receive the new track surface material without costly remediation.

Because of the age and deterioration of the track curb and the assumed age of the track asphalt, Hellas recommends the following scope of work be incorporated into the project to upgrade the concrete curbs and track asphalt to new condition.

CURB & ASPHALT PROPOSAL

Additional Scope of Work

Hellas scope of work:

1. Demolish the existing inside and outside curbs at the running track. Haul all materials off-site for proper disposal. Protect existing concrete at steeplechase.
2. Mill-in-Place the existing asphalt materials.
3. Mix milled asphalt with existing flexible base materials and subgrade materials together to produce new base course.
4. Laser grade and compact materials to proper planarity and density.
5. *Boring under track for 15" outfall pipe will not be necessary and has been deducted.*
6. Construct ~2,854 lineal feet of 6"x 12" concrete curb continuously reinforced with two (2) #4 rebar.
7. Provide and place 2" of Type D asphalt at running track oval, and around steeplechase event.

Revised Scope & Pricing Incorporating Topographic Mapping & Geotechnical Report by PSI

Odessa College - Field Construction and Track Surface

Proposal

Field Construction with **FUSION™** 46 oz. | SBR Infill | 2.25" Pile Height

Track Surface **ep iQ Tracks® Q3000 Blue** 10mm Full-Pour System

Cost for additional jump pit, additional turf nailer, and widen track asphalt and track surface to allow for future raised metal curb \$7,964.00 No Charge

Base Proposal \$1,390,600.00

Additional Asphalt & Curb Scope of Work \$207,902.00

Total Proposal With Asphalt & Curb **\$1,598,502.00**

Purchase via 1GPA, Contract #17-18DP-03 – Athletic Surfaces, Appurtenances and Minor Structures.

Raised Metal Track Curb Excluded from Proposal

Pricing valid for 14 days from date of this proposal.

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Any form of subgrade stabilization beyond scope of work above.
3. Rock excavation or haul off
4. Any concrete work outside the scope of this proposal.
5. Any asphalt paving outside the scope of this proposal.
6. Raised metal track curb.
7. Any electrical work.
8. Any fence work.
9. Engineering.
10. Supply or installation of perimeter safety fencing
11. Site security
12. Any Allowances or Contingencies.
13. Taxes.
14. Permits.
15. Prevailing wages.
16. Certification of facility for NCAA requirements.
17. Any permits or fees, including any utility impact fees generated by construction improvements.
18. Owner shall provide ingress/egress for ALL personnel, equipment, and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
19. Owner to supply secure laydown area for Hellas materials.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Please contact this office should you have any questions regarding this quotation. **Hellas Construction, Inc.** looks forward to the award of this project, and is eager to work with you.



Jack Adams
Vice President - Estimating

Hellas

Hellas Construction, Inc. (P) (512) 250-2910
12000 West Farmer Lane (F) (512) 250-1960
Austin, TX 78613 hellasconstruction.com

OWNER:
Odessa College
201 W University Blvd, Odessa, TX 79764
(432) 335-6400

PROJECT:
SYNTHETIC TURF FOOTBALL FIELD &
RUNNING TRACK & FIELD EVENTS
SURFACING
PROJECT LOCATION:
ODESSA, TEXAS

matrix.TURF

epiQ TRACKS

ODESSA
OC
COLLEGE

COMMENTS:
Drawing scale accurate ONLY when printed on 11x17
paper. For visual purposes only, actual color may vary.

CREATED BY: SDL

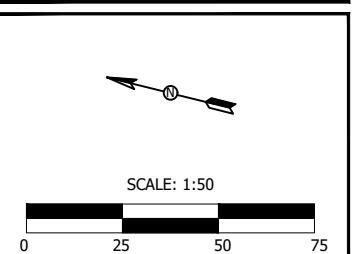
All drawings and written material appearing herein
constitute original unpublished work, and may not be
duplicated, used or disclosed without the written
consent of Hellas Construction, Inc.

DATE:
SEPTEMBER 20, 2021

REVISION:
REV 2

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
1











Customer Proposal Letter

VEHICLE

Make _____ Model _____ Year _____ Stock Number _____
Additional Vehicle and Accessories Description To be delivered on or about _____

Quantity	Total
Truck Price per Unit	_____
F.E.T. (Factory & Dealer Paid)	_____
Net Sales Price	_____
Optional Extended Warranty(ies)	_____
State Sales Tax	_____
Administration Fee	_____
Vehicle Inventory Tax	_____
Additional Taxes	_____
Tire Recycling Program	_____
Battery Disposal Fee	_____
Out of State Vehicle Fee	_____
Rebate(s)	_____
Total Sales Price (Including Rebate(s))	_____

Trade Allowance (see DISCLAIMER Below) _____

Sales Representative _____
Purchaser signature _____ printed name _____
signature _____ printed name _____
Accepted by Sales Manager or
General Manager title _____ date _____
signature _____ printed name _____

Quote good until

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager or Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

REPORT TO PROPERTY COMMITTEE SUMMARY OF VENDOR PROPOSALS

BID/RFP NO: RFP-21-013

PROJECT DESC: Used Sleeper Trucks for Truck Driving

ESTIMATED BUDGET: COVID FUNDS

EST. TIMELINE OF WORK: Delivery 1 Week

SCOPE OF PROJECT: Odessa College sent out 5 proposals for used Trucks. Due to the commodity these are very difficult to locate. We contacted Rush Truck Centers, Bruckner Trucking, Premier Trucking, Texas Trucks, and Penske Trucks.

<u>PROPOSALS:</u>	<u>Base Bid</u>
1. Rush Truck Centers Odessa, Texas	2018 White Peterbilt 322,000 miles Cummins X15 450 Engine 10 Speed Automatic

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ESTIMATED BUDGET: COVID FUNDS

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<u>PROPOSALS:</u>	<u>Base Bid</u>
1. Rush Truck Centers Odessa, Texas	2018 White Peterbilt 322,000 miles Cummins X15 450 Engine 10 Speed Automatic



ORDER FORM

This Order Form (the "Order Form") is made by and between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **ODESSA COLLEGE** ("Client"). This Order Form is subject to the terms and conditions of the most recent underlying agreement between the parties (the "Agreement"). This Order Form will constitute a separate and independent contract between the parties hereto.

Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless redefined herein.

Licenses granted pursuant to this Order Form (if any) are for Client's internal use only, on a non-exclusive, non-transferable basis and are subject to all use restrictions and limitations set forth in the Agreement and this Order Form, including referenced attachments. Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide, in performing its obligations with respect to Software Support Services, Professional Services and/or Cloud Services identified in this Order Form.

Cloud Software Term. The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in this Order Form) is the "Initial Cloud Software Term." Following the Initial Cloud Software Term (unless otherwise specified in the Documentation or the Order Form), Client's license to access and use the Cloud Software will automatically renew for consecutive Cloud Contract Years on a year-to-year basis (each a "Renewal Cloud Contract Year"), unless either party notifies the other in writing of its intent not to effect such a renewal at least ninety (90) days prior to the Expiration Date, or, for any Cloud Contract Year subsequent to the Expiration Date, at least ninety (90) days prior to the expiration of the then-current Cloud Contract Year. The Initial Cloud Software Term combined with any Renewal Cloud Contract Year(s) is referred to herein as the "Cloud Software Term."

CLOUD SOFTWARE			
Description ^{1,2}	Beginning Date	Expiration Date	Fee
ELLUCIAN CRM ADVISE Contracted FTE: 3,999	1 st day of the next month following the Execution Date	The last day of the 60 th month following the Beginning Date	Included
ELLUCIAN CRM NAMED USERS • 150 Ellucian CRM Lite Named Users • 25 Ellucian CRM Standard Named Users • 5 Ellucian CRM Premium Named Users	1 st day of the next month following the Execution Date	The last day of the 60 th month following the Beginning Date	Included
ONE (1) ELLUCIAN CHAT FOR CRM ADVISE	1 st day of the next month following the Execution Date	The last day of the 60 th month following the Beginning Date	Included
ONE (1) OF BLOCK BULK EMAIL FOR CRM ADVISE (1 block = 250,000 email sends)	1 st day of the next month following the Execution Date	The last day of the 60 th month following the Beginning Date	Included
ON-DEMAND TRAINING (ODT) <i>Includes:</i> 10 Named User Licenses	1 st day of the next month following the Execution Date	The last day of the 60 th month following the Beginning Date	Included
TOTAL (for the first full Contract Year)			\$70,334

TOTAL (for the second full Contract Year)	\$72,444
TOTAL (for the third full Contract Year)	\$74,617
TOTAL (for the fourth full Contract Year)	\$76,856
TOTAL (for the fifth full Contract Year)	\$79,161

PROFESSIONAL SERVICES			
Description ³	Hours	Rate ⁴	Fee ^{5,6}
Ellucian CRM Advise Consulting Services	284	\$225	\$63,900
Colleague Project Management Services	60	\$225	\$13,500
Ellucian Chat for CRM Advise Implementation ⁷	Fixed Fee	Fixed Fee	\$1,000
TOTAL PROFESSIONAL SERVICES FEES:			\$78,400

Notes:

- ¹ For a description of the product details and applicable terms of service, see the Product Specifications available at www.ellucian.com/contracts-and-documentation.
- ² The term "Cloud Contract Year" means each period of twelve (12) months commencing on September 1 and ending August 31 during the Cloud Software Term.
- ³ For a description of the services identified in this Order Form, see the Statement of Work which may be downloaded at the following URL: <https://na11.springcm.com/atlas/Link/Document/22174/b2e09527-2200-ec11-9c3f-d89d6716196d/c776bc33-2200-ec11-9c3f-d89d6716196d>
- ⁴ Hourly rates specified in this table will be held in place for this project for a period beginning on the Execution Date and ending eighteen (18) months later. Requests for any Professional Services beyond the eighteen (18) month period will be negotiated under a separate order form signed by both parties.
- ⁵ Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as applicable.
- ⁶ Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Ellucian at the time of execution of this Order Form. The total amount that Client will pay for these services will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered.
- ⁷ Fixed Fee services fees will remain valid for a period of one (1) year following the Execution Date; Client must schedule delivery of Fixed Fee services within the one (1) year period or additional charges may apply.

Invoicing. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on the Execution Date for license fees for Cloud Software and for all Professional Services to be performed on a fixed fee basis;
- on an annual basis, in advance of each applicable Cloud Contract Year for Cloud Software fees (such fees will be prorated for a partial Cloud Contract Year, depending upon the Execution Date);
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and materials basis as well as for reimbursable travel and living expenses and other applicable charges in accordance with the terms of the Agreement if Ellucian's performance of any Professional Services involves onsite delivery (unless the service rate(s) identified in the Order Form indicate that travel and living expenses are included).

Payment Terms. Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

Publicity. From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by the Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under the Order Form are in addition to

and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

Ellucian

By:

DocuSigned by:

 Dawn Brajkovich
F10ACD46CD7C4D4...
 Authorized Signature

Name: Dawn Brajkovich

Printed

Title: Director, Revenue Billing & Ops

Date: 8/18/2021

Client

By:

DocuSigned by:

 Ken Zartner
353E58C78A41440...
 Authorized Signature

Name: Ken Zartner

Printed

Title: Vice President for Administrative Services

Date: 8/18/2021

The later date of signature above is the "Execution Date" of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before August 31, 2021.

Client Billing Contact Information:

Name: Odessa College
 Address: 201 W University
 City, State, Zip: Odessa, TX 79764
 Email Address: kzartner@odessa.edu
 PO# (if applicable) N/A

Client Cloud Software Provisioning Contact Information:

Name: Ken Zartner
 Title: VP Admin Services
 Email: kzartner@odessa.edu

Certificate Of Completion

Envelope Id: 11EDC95568DC46688947A6AD23A3070E
 Subject: Please DocuSign: O07-Odessa College-CRM Advise 08.18.21 v.2.pdf
 Source Envelope:
 Document Pages: 3
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeD Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Joe Fredericks
 2003 Edmund Halley Drive
 Suite 500
 Reston, VA 22033
 joe.fredericks@ellucian.com
 IP Address: 149.24.160.3

Record Tracking

Status: Original 8/18/2021 4:17:40 PM	Holder: Joe Fredericks joe.fredericks@ellucian.com	Location: DocuSign
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Signer Events**Signature****Timestamp**

Ken Zartner
kzartner@odessa.edu
Vice President for Administrative Services
Security Level: Email, Account Authentication (None)



Sent: 8/18/2021 4:23:24 PM
 Viewed: 8/18/2021 5:01:49 PM
 Signed: 8/18/2021 5:03:13 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 72.48.222.53

Electronic Record and Signature Disclosure:

Accepted: 8/18/2021 5:01:49 PM
 ID: 061702de-bbab-4e36-833f-ea71794a8cbc

Dawn Brjakovich
Dawn.Brjakovich@ellucian.com
Director, Revenue Billing & Ops
Security Level: Email, Account Authentication (None)



Sent: 8/18/2021 5:03:14 PM
 Viewed: 8/18/2021 8:29:42 PM
 Signed: 8/18/2021 8:30:10 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 100.14.104.33
 Signed using mobile

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Nikki James

nikki.james@ellucian.com

Ellucian

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 8/18/2021 4:23:24 PM

Carbon Copy Events	Status	Timestamp
Order Management ordermanagement@ellucian.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/18/2021 8:30:11 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/18/2021 4:23:24 PM
Certified Delivered	Security Checked	8/18/2021 8:29:42 PM
Signing Complete	Security Checked	8/18/2021 8:30:10 PM
Completed	Security Checked	8/18/2021 8:30:11 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Ellucian (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Ellucian:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contractmanagement@ellucian.com

To advise Ellucian of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contractmanagement@ellucian.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Ellucian

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contractmanagement@ellucian.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Ellucian

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contractmanagement@ellucian.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Ellucian as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Ellucian during the course of your relationship with Ellucian.

REPORT TO PROPERTY COMMITTEE SUMMARY OF VENDOR PROPOSALS

BID/RFP NO: Ellucian Advise Product

PROJECT DESC: All in One Student Support System

ESTIMATED BUDGET: COVID FUNDS

EST. TIMELINE OF WORK: 8-10 Months

SCOPE OF PROJECT: Ellucian is the College Operations system. This is an additional module that will enhance the communication to students and staff

<u>PROPOSALS:</u>	Base Bid
Ellucian	78,400

Board Report Form

Project Title

CRM Advise- Professoinal Services Fees

Project Lead (name)

Ken Zartner

Summary

Implementation of the Advise Product by Ellucian

Rationale

Explain the value your project brings to the college; What are the expected outcomes?; Why should it be implemented?

Improvement of the technology to best serve our students, employees and community. The Advise Module will allow Odessa College to better identify and support students who need additional support and document the services provided to assist these students.

Vision 2030+

Which of the Vision 2030+ Priorities does your project support?

- Health Careers Education**
- Teacher Education and Transfer Programs**
- Workforce Training and Education**
- Community and Wellness**
- Campus Infrastructure**

Timeline/ Implementation

Share when this project would begin, important phases, and projected completion.

- Project will begin upon approval
- Expected completion 8-10 Months

Return on Investment

Share what the institution could expect the Return on Investment to be.

ROI Metric: Return on investment in Ellucian CRM Advise due to increased student retention driven by improved student success outcomes

Institution Information		
Undergraduate student headcount fall 2019 (full-time)		6,828
Fall 2019 retention rate (full- time)		58.0%
Net Price of Undergraduate Attendance 2018-19	\$	3,504
Projected % Increase in Retention		1.0%
# of Additional Students Retained		68
CRM Advise cost for Year 1 (Subscription + Implementation)	\$	(166,769)
Increased revenue from additional retention	\$	239,253
Return on Investment (ROI)		43%
https://nces.ed.gov/collegenavigator/?id=227304#retgrad		35

Resources

What resources (human, fiscal, physical, etc.) will this require? If bids were received list here.

- Ellucian \$78,400
-

FAQ

1. *Implementation of Advise will help serve as an all in one student support system.*
2. *The system communicates across campus to better support students and staff*

Provide a few questions and answers that you would expect with this proposal. (history of vendor, list of other institutions utilizing, etc)

ODESSA COLLEGE TAX RATE PROPOSAL

	2021 Roll	2020 Roll	Annual Increase
PROPERTY VALUES			
Mineral Property	\$ 1,072,933,545	\$ 1,452,556,166	-26.1%
Real Estate - Residential, Farm & Ranch	8,784,548,018	8,389,262,455	4.7%
Real Estate - Commercial & Industrial	4,503,350,257	4,499,086,720	0.1%
Personal Property	4,431,790,591	4,512,979,582	-1.8%
Less: Exemptions	(3,497,079,632)	(3,244,370,643)	7.8%
NET TAXABLE VALUES	\$ 15,295,542,779	\$ 15,609,514,280	-2.0%

TAX RATES:	Proposed	Current Year
For Maintenance & Operations	\$ 0.172599	\$ 0.162721
For Debt Service	\$ 0.029124	\$ 0.026244
Total Combined Tax Rate	\$ 0.201723	\$ 0.188965
2021 No-New-Revenue Tax Rate	(a) \$ 0.197289	
2021 Proposed Rate	(b) \$ 0.201723	
Effective Tax Increase [(b-a)/a]		2.25%
2021 Maximum Voter-Approval Tax Rate	\$ 0.214653	

TAX LEVY (Revenue):	Proposed	Current Year
For Maintenance & Operations	\$ 26,400,000	\$ 25,400,000
For Debt Service	4,454,694	4,096,652
Total Tax Revenue	\$ 30,854,694	\$ 29,496,652

Average Home Value:	Proposed	Current Year
Average Home Market Value	\$ 217,966	\$ 209,268
Average Home Taxable Value	\$ 172,973	\$ 165,858
Average Annual Tax Bill:		
Annual Increase	\$ 35.51	\$ 313.41
Monthly Increase	\$ 2.96	11.3%

RESOLUTION SETTING THE 2021 TAX RATE FOR THE ODESSA COLLEGE DISTRICT

WHEREAS, the Board of Trustees of the Odessa College District has adopted a budget for the Fiscal Year beginning September 1, 2021, and ending August 31, 2022;

WHEREAS, it is necessary that Ad Valorem Taxes be levied for the support and maintenance of the Odessa College District for the fiscal year 2021-2022;

WHEREAS, the Board of Trustees allowed for public comment prior to the vote on this 27th day of September, 2021. Formal hearings were conducted on September 9th and September 14th, 2021 on the proposal to increase total tax revenues;

NOW, THEREFORE, BE IT RESOLVED that an Ad Valorem tax be levied for the Tax Year 2021 on all real property situated in and other property owned within the limits of the Odessa College District on the first day of January, 2021, except so much thereof as may be exempt by the Constitution of the United States and/or the laws of the State of Texas.

BE IT FURTHER RESOLVED that said tax rate be set at **\$0.201723** (20.1723 cents) per \$100 (one hundred dollars) of valuations and that said tax rate be composed of the following:

1. A rate of **\$0.172599** (17.2599 cents) per \$100 (one hundred dollars) of valuation for the **Maintenance and Operations** of the Odessa College District.
2. A rate of **\$0.029124** (2.9124 cents) per \$100 (one hundred dollars) of valuation for **General Obligation Debt Service** of the Odessa College District.

IN TESTIMONY WHEREOF, we hereunto sign our names on behalf of said institution this 27th day of September, 2021.

Gary Johnson, Chair
Board of Trustees

CERTIFICATE

I hereby certify that the above is a true and correct copy of a Resolution adopted by the Odessa College Board of Trustees, at the meeting held on the 27th day of September, 2021, at which a quorum was found to be present, said meeting held pursuant to notice and called in accordance with the rules of operation of the Board of Trustees and the Texas Education Code, said notice having been duly posted as required by the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code.

Trudy Lewis, Secretary
Board of Trustees

**LETTER OF AGREEMENT
BETWEEN
OC WRANGLER CLUB, INCORPORATED, AND ODESSA COLLEGE**

OC Wrangler Club, Incorporated, is a 501(c)(3) organization. The OC Wrangler Club is charitable in nature, and was established to enhance scholarship opportunities, improve athletic and general campus facilities, supplement recruiting budgets, and provide general program enrichment. The OC Wrangler Club is a separate organization that maintains its identification with Odessa College through its use of logos and other symbols of the College.

OC Wrangler Club membership include class A and class B members. Class A members are hereinto referred to as the Board of Directors (the Board). Class A consists of one (1) member, the Odessa Junior College District. The Class A member may vote on all matters put before the membership. Class B members consist of all members who do not belong to Class A, and may not vote on any matters submitted to a vote of the Class A members. The Board may vote to remove a Director at any time, without cause. The Board may impose reasonable sanctions on a Class B member, or suspend or expel a Class B member from the OC Wrangler Club for good cause after a hearing. The Executive Director of Athletics shall administer the affairs of the OC Wrangler Club and will serve as Treasurer. The By-Laws of the OC Wrangler Club, Incorporated, define the liabilities and indemnifications of the OC Wrangler Club directors and members.

The President of Odessa College (or designee) is a Class A member, and as such has access to the OC Wrangler Club's financial statements. The President and the college Board of Trustees, as well as the Executive Director of Athletics and the OC Wrangler Club Board of Directors work together to establish goals and objectives that meet the needs of the College, intercollegiate athletics and student athletes.

Neither Odessa College, nor any official thereof, nor any Director, Officer or Agent of this Corporation, shall ever be personally liable for any debt, or other obligation, of the Corporation.

Supporting documents:

OC Wrangler Club By-Laws

OC Wrangler Club Articles of Incorporation



Les Littlejohn, President
OC Wrangler Club, Incorporated

Date

Gary S. Johnson, Chair
Board of Trustees

Date

ODESSA COLLEGE
BUDGET COMPARISON STATEMENT
CURRENT UNRESTRICTED INCOME & EXPENDITURES
August 31, 2021 and 2020
***** (Preliminary - before Year-end adjustments) *****

	THROUGH AUGUST 2021	TOTAL BUDGET 2020-2021	PERCENT OF BUDGET		THROUGH AUGUST 2020	TOTAL BUDGET 2019-2020	PERCENT OF BUDGET
Revenues:							
State Appropriation	9,643,558	9,641,570	100.0%		9,644,058	9,641,570	100.0%
Ad Valorem Taxes	25,469,725	25,730,000	99.0%		25,437,073	25,705,000	99.0%
Tuition and Fees - Credit	13,111,246	11,282,133	116.2%		12,631,518	11,141,892	113.4%
Tuition and Fees - Non Credit	1,165,246	1,769,768	65.8%		1,098,488	1,888,367	58.2%
Federal Grants & Contracts	11,020	13,000	84.8%		8,355	13,000	64.3%
Other Income	701,521	1,109,754	63.2%		746,020	1,191,769	62.6%
Gift Income	80,028	52,000	153.9%		121,100	66,676	181.6%
Investment Income	153,084	330,000	46.4%		374,178	425,000	88.0%
Total Revenues	50,335,428	49,928,225	100.8%		50,060,790	50,073,274	100.0%
Salaries and Benefits:							
General Administration	2,035,630	2,186,138	93.1%		1,920,424	2,022,316	95.0%
Student Services	1,985,633	2,225,585	89.2%		2,390,405	2,709,174	88.2%
General Institutional	2,902,248	3,426,814	84.7%		2,783,899	3,246,450	85.8%
Instruction	12,918,562	13,707,719	94.2%		12,800,679	13,363,338	95.8%
Instructional Support	3,536,237	3,928,560	90.0%		3,062,376	3,462,730	88.4%
Public Service	608,163	705,333	86.2%		562,577	731,606	76.9%
Physical Plant	1,052,840	1,096,385	96.0%		1,034,164	1,115,925	92.7%
Staff Benefits	5,810,450	5,815,375	99.9%		5,439,419	5,592,480	97.3%
Total Payroll	30,849,763	33,091,909	93.2%		29,993,943	32,244,019	93.0%
Other Operating Expenditures:							
General Administration	283,468	406,365	69.8%		308,692	344,467	89.6%
Student Services	502,219	585,613	85.8%		458,494	533,792	85.9%
General Institutional	3,199,158	4,061,667	78.8%		3,108,198	3,918,962	79.3%
Instruction	811,021	1,030,135	78.7%		776,975	1,146,707	67.8%
Instructional Support	547,358	584,290	93.7%		504,549	614,862	82.1%
Public Service	104,347	132,624	78.7%		117,401	166,723	70.4%
Physical Plant Operations	2,077,900	1,857,654	111.9%		1,859,928	1,785,904	104.1%
Utilities	1,087,510	1,127,783	96.4%		1,046,681	1,115,750	93.8%
Scholarships & Allowances	1,288,755	1,659,000	77.7%		1,479,060	1,605,000	92.2%
	9,901,736	11,445,131	86.5%		9,659,978	11,232,167	86.0%
Transfers In:							
Bookstore Profit (Loss)	20,318	60,000	33.9%		54,093	60,000	90.2%
OER Reserve Fund	100,000	100,000	100.0%		100,000	100,000	100.0%
Other Auxiliary Profit (Loss)	(159,134)	(455,126)	n/a		(18,029)	(117,730)	n/a
Investment Income - Plant Funds	-	20,000	0.0%		40,417	20,000	202.1%
Total Transfers In	(38,816)	(275,126)	14.1%		176,481	62,270	283.4%
Transfers Out:							
Tuition for TPEG Scholarships	556,180	465,000	119.6%		519,472	465,000	111.7%
To Technology Replacement Fund	173,652	200,000	86.8%		428,786	600,000	71.5%
To Plant Renew/Replace Fund	222,088	600,000	37.0%		788,848	750,000	105.2%
To Construction Funds	2,585,000	2,585,000	100.0%		3,450,000	3,450,000	100.0%
Athletics Subsidy	1,364,718	1,264,934	107.9%		1,333,378	1,357,214	98.2%
Other Transfers	-	1,125	n/a		-	37,144	n/a
Total Transfers Out	4,901,638	5,116,059	95.8%		6,520,484	6,659,358	97.9%
Excess of Revenues over Expenditures and Transfers	4,643,475	-			4,062,866	-	

**ODESSA COLLEGE
BUDGET ADJUSTMENTS
September 27, 2021**

GENERAL CONTINGENCY EXPENDITURES (11-10390-5388)

Original Budget, September 1, 2021	\$ 550,000
Proposed Adjustments, September 27, 2021	0
Balance Remaining for General Contingencies	<u><u>\$ 550,000</u></u>

INCREASES (DECREASES) IN INCOME BUDGETS

None	\$ <u><u>-----</u></u>
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INCREASES (DECREASES) IN EXPENDITURE BUDGETS

None	\$ <u><u>-----</u></u>
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ODESSA COLLEGE
EXPENDITURE VOUCHERS EXCEEDING \$10,000
Aug. 20 - Sep. 23, 2021

DATE	PAYEE	DESCRIPTION	AMOUNT
08/25/2021	Cummins Southern Plains, Llc	Bus Engine Replacement	34,425.16
08/25/2021	Ultimate Tool and Safety	Lineman gear and tools for 16 Lineman Students (Texas Workforce Funded)	46,155.56
08/25/2021	Aries Building Systems Llc	ECHS Portable Lunchroom (Cares Grant Funded)	218,520.00
08/25/2021	TDIndustries, Inc.	Underground Electrical for ECHS Portable Lunchroom	46,531.00
08/25/2021	Aztec Software Associates, Inc.	Ready for Work Series Software (AEL Grant Funded)	13,725.00
08/25/2021	Vanco Insulation Abatement Inc.	Abatement and Demo of Travis Hall	62,400.30
08/25/2021	Ellucian Company, L.P.	Colleague Yearly Subscription Software and Cloud Software	307,494.00
08/25/2021	USI Southwest	Student professional liability insurance	10,027.00
08/25/2021	Ellucian Company, L.P.	Colleague Student & Financial Aid Yearly Maintenance	43,546.00
08/25/2021	Great Western Dining	Meal Charges (Week ending 08/18/2021)	12,237.00
08/31/2021	Sewell Family of Companies	2021 Ford Transit (2021 Approved Capital)	39,995.00
09/01/2021	Bobby Cox Companies, Inc.	Preview Day Student Gift Cards	10,005.00
09/01/2021	Ron Osborn Inc.	Sports Center Scaffolding Project	36,200.00
09/01/2021	Ebsco Information Services	EBSCO Discovery Service for LRC	12,657.00
09/01/2021	Panopto Inc	Video Hosting Yearly Service Agreement	18,006.30
09/01/2021	TACC	State Association Membership Dues 2021-2022	24,617.00
09/01/2021	Examsoft Worldwide, Llc	Nursing Online Proctoring Test (Cares Grant Funded)	11,820.00
09/01/2021	4B Recreation Group, LLC	Children's Center Playground Turf (Child Care Relief Grant Funds)	94,498.00
09/02/2021	Hay Bill Feed & Supply	Livestock for Rodeo	18,242.00
09/08/2021	Rush Truck Centers of Texas, Lp	2018 Peterbilt Truck (Cares Grant Funded)	84,414.26
09/09/2021	Cable Sportswear	75th Anniversary shirts	14,333.60
09/09/2021	JSA Architects	Vision 2030 Master Plan Planning and Admin	17,250.00
09/09/2021	JSA Architects	Health Science Building Schematic Design Phase (100% Complete)	185,625.00
09/09/2021	Great Western Dining	Meal Charges (Week ending 08/25/2021)	18,555.97
09/09/2021	City of Odessa	Water & Sewer Utilities - August	12,710.12
09/09/2021	Systech	Electronic Door Access System for Dorms (Cares Grant Funded)	160,230.37
09/09/2021	GCA Services Group	Custodial Services - August	67,454.70
09/15/2021	Softdocs, Inc	Softdocs Training (Cares Grant Funded)	13,133.14
09/15/2021	The Newman Group	Odessa College Promotional Items	31,467.34
09/15/2021	NRG Energy, Inc.	Electric Utilities - August	45,460.60
09/15/2021	Great Western Dining	Meal Charges (Week ending 08/31/2021)	28,234.72
09/15/2021	Ector County Appraisal Dist	4th Quarter Appraisal and Collection Fees	91,767.25
09/15/2021	Softdocs, Inc	Ettrieve Cloud Yearly Subscription	63,560.00
09/15/2021	ZogoTech	Annual Support and Upgrades	58,515.02
09/22/2021	C & H Baseball, Inc.	Portable Batting Cage (2022 Approved Capital)	10,869.67
09/22/2021	Ron Osborn Inc.	Sports Center Scaffolding Project	16,371.00
09/22/2021	Industrial Bus Lines Inc.	Bus Charter Men's Basketball Hutchinson, Kansas	11,350.00
09/22/2021	U.S. Bancorp Government Leasing and	Bus Lease Payment	55,814.77
09/22/2021	Great Western Dining	Meal Charges (Week ending 09/08/2021 through 09/15/2021)	46,325.52
09/22/2021	Pitney Bowes	Prepaid Postage	16,000.00
09/22/2021	Rush Truck Centers of Texas, Lp	2019 Peterbilt Truck (Cares Grant Funded)	85,498.00

VISION 2030 SUMMARY TO DATE

Through 09/23/2021

Expensed Funds

Admin Fees	\$	38,637.50
Terrace Appartments	\$	894,962.29
Health Science Building	\$	517,323.24
RA Pavilion	\$	90,717.16
Wilkerson Hall Phase II	\$	9,535.00
Parking Improvements	\$	1,387.50
Pedestrian Bridge	\$	2,445.00
Track & Field	\$	4,102.50
Amphitheater Shade	\$	3,970.00
Student Housing	\$	2,510.00
		<hr/>
		1,565,590.19

VISION 2030 CONSTRUCTION EXPENDITURES
August 20, 2021 - September 23, 2021

<u>CK DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CURRENT</u>	<u>Transfers</u>	<u>TOTAL</u>
Admin Fees					
		Previous Expenditures			\$ 21,387.50
08/31/2021	JSA Architects	Admin and Planning	17,250.00		<hr/> 17,250.00
		Total Expenditures to Date			<hr/> \$ 38,637.50
Terrace Apartments					
		Previous Expenditures			\$ 894,962.29
					<hr/> \$ -
		Total Expenditures to Date			<hr/> \$ 894,962.29
Health Science Building					
		Previous Expenditures			\$ 312,646.50
08/31/2021	JSA Architects	Schematic Design Phase (100% Complete)	185,625.00		
08/16/2021	Vanco Insulation Abatement Inc	Fence Rental	300.00		
09/14/2021	Ewing Irrigation Products	PVC, Pipe and Wire	1,148.55		
09/01/2021	Texas Dept of State Health Service	Asbestos Fee	57.00		
08/31/2021	BBVA Compass	Misc Supplies	1,615.13		
08/23/2021	Cain Electrical Supply	Misc Supplies	37.51		
08/23/2021	Ervin Plumbing & Supply Inc.	Misc Supplies	175.77		
08/23/2021	Morrison Supply Co	Misc Supplies	145.77		
08/23/2021	Odessa Winlectric Co.	Misc Supplies	156.86		
08/20/2021	TDIndustries, Inc.	Electrical Demolition	5,250.00		
08/19/2021	Grainger	Construction Signs	144.08		
08/16/2021	First Service	Plumbing for water and sewer	9,260.00		
08/11/2021	First Service	Plumbing for water and sewer	761.07		<hr/> 204,676.74
		Total Expenditures to Date			<hr/> \$ 517,323.24
RA Pavilion					
		Previous Expenditures			\$ 26,717.09
07/21/2021	Vanco Insulation Abatement	Travis Hall Demolition	62,400.30		
07/31/2021	BBVA Compass	Misc Supplies	1,599.77		<hr/> 64,000.07
		Total Expenditures to Date			<hr/> \$ 90,717.16
Wilkerson Hall Phase II					
		Previous Expenditures			\$ 9,535.00
					<hr/> \$ -
		Total Expenditures to Date			<hr/> \$ 9,535.00

Parking Improvements				
	Previous Expenditures			
	\$ 1,387.50			
	\$ -			
Total Expenditures to Date				
	\$ 1,387.50			
Pedestrian Bridge				
	Previous Expenditures			
	\$ 2,445.00			
	\$ -			
Total Expenditures to Date				
	\$ 2,445.00			
Track & Field				
	Previous Expenditures			
	\$ -			
08/31/2021	JSA Architects	Admin and Planning	4,102.50	\$ 4,102.50
		Total Expenditures to Date		\$ 4,102.50
Amphitheater Shade				
	Previous Expenditures			
	\$ -			
08/31/2021	JSA Architects	Admin and Planning	3,970.00	\$ 3,970.00
		Total Expenditures to Date		\$ 3,970.00
Student Housing				
	Previous Expenditures			
	\$ -			
08/31/2021	JSA Architects	Admin and Planning	2,510.00	\$ 2,510.00
		Total Expenditures to Date		\$ 2,510.00

**RESOLUTION OF THE BOARD OF TRUSTEES
OF ODESSA COLLEGE DISTRICT
IN ECTOR COUNTY, TEXAS**

On the 28th day of September 2021, at a Regular Meeting of the Board of Trustees for the Odessa College District (hereinafter, “Board of Trustees”) held in the City of Odessa, Ector County, Texas with a quorum of the Board Members present, the following Resolution was adopted:

WHEREAS, this college district entered into a Bank Depository Agreement dated September 1, 2019 with Frost Bank.

WHEREAS, the Bank Depository Agreement allows for the extension of said contract for two years, for the period September 1, 2021 through August 31, 2023.

WHEREAS, both parties agree that all pricing, terms and conditions of the original proposal package shall remain the same until said contract expiration date.

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees that the Bank Depository Agreement between Frost Bank and Odessa College District be extended through August 31, 2023.

THE FOLLOWING VOTE WAS RECORDED:

Bruce Shearer (Place 1)	Yes: _____	No: _____	Absent: _____
Hortencia DelBosque (Place 2)	Yes: _____	No: _____	Absent: _____
Trudy Lewis (Place 3)	Yes: _____	No: _____	Absent: _____
J.E. “Coach” Pressly (Place 4)	Yes: _____	No: _____	Absent: _____
Larry Johnson (Place 5)	Yes: _____	No: _____	Absent: _____
Montie Garner (Place 6)	Yes: _____	No: _____	Absent: _____
Gary S. Johnson (Place 7)	Yes: _____	No: _____	Absent: _____
Tara Deaver (Place 8)	Yes: _____	No: _____	Absent: _____
Laci Harris (Place 9)	Yes: _____	No: _____	Absent: _____

Gregory D. William, Ed.D., President
Odessa College District

Trudy Lewis, Secretary Board of Trustees
Odessa College District