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AMARILLO COLLEGE BOARD OF REGENTS MINUTES OF REGULAR BOARD MEETING February 24, 2015

REGENTS PRESENT: Mr. Don L. Nicholson, Chair; Dr. Paul L. Proffer, Vice Chair; Ms. Mary Jane Nelson, Secretary; Mr. Carroll M. Forrester; and Ms. Michele Fortunato

REGENTS ABSENT: Mr. Daniel E. Henke; Mr. Johnny E. Mize; and Dr. David C. Woodburn

OTHERS PRESENT: Mr. Robert Austin, Vice President of Student Affairs; Mr. Terry Berg, Vice President of Business Affairs; Mr. Lee M. Colaw, Chief Information Officer; Ms. Cara Crowley, Chief of Staff, President's Office; Mrs. Ellen Robertson Green, Chief of Communication & Marketing; Dr. Russell Lowery-Hart, President; and Dr. Deborah Vess, Vice President of Academic Affairs

Mr. Kyle Arrant - Senior Broadcast Engineering Technical Specialist - Panhandle PBS

Mr. Joshua Blashill - Carter Fitness Center Supervisor

Mrs. Susan Burks - President, Faculty Senate

Mr. Craig Clifton - Department Chair, Physical Education

Mr. Bruce Cotgreave - Director, Physical Plant

Ms. Lyndy Forrester - Dean of Technical Education

Ms. Patsy Lemaster - Associate Vice President of Teaching and Learning

Mrs. Lori Merriman - Executive Secretary, President's Office

Mrs. Debbie Ortega – representing Classified Employees Council

Mr. Paul Ortega - Debbie Ortega's spouse

Dr. Richard Pullen - Dean of Nursing

Mr. Mark Rowh - Dean of Health Sciences

Mrs. Brenda Sadler - Exec. Asst., Pres's Off. and Asst. Secy. to the Board of Regents

Mrs. Renee Weiss - President, Administrators' Association

Mr. Mark White - Legal Counsel, Sprouse, Shrader, Smith P.C.

Mr. Joseph Wyatt - Communications Coordinator, College Relations

The meeting was called to order by Mr. Nicholson, Chairman. He welcomed all present and asked if there were any public comments. The Pledge of Allegiance to the U.S. and Texas Flags was recited. Dr. Proffer gave the invocation.

MINUTES APPROVED:

Dr. Proffer moved, seconded by Mr. Forrester to approve minutes of the regular meeting of January 27, 2015. The motion carried unanimously.

ELECTION ORDERS APPROVED AND ADOPTED:

The May 2015 uniform election day is Saturday, May 9, 2015. There being three (3) six-year terms to be filled and one (1) unexpired two-year term to be filled on the Board of Regents, the Board must order a general election and a special election for that date. Attached at page 113 is an Election Orders document for that purpose.

Ms. Fortunato moved, seconded by Ms. Nelson to approve and adopt the Election Orders. The motion carried unanimously.

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POTTER COUNTY ELECTION SERVICE CONTRACT APPROVED AND ADOPTED:

Potter County has agreed to conduct the May 9, 2015 Amarillo College election in Potter County. Attached at pages 114 through 133 are the proposed Election Service Contract and Voter System Acquisition Lease between Potter County and Amarillo Junior College District.

Mr. Forrester moved, seconded by Dr. Proffer to approve and adopt the Potter County Election Service Contract and Voter System Acquisition Lease. The motion carried unanimously.

CONSENT AGENDA APPROVED:

A. APPOINTMENTS:

Faculty

Black, Jacob Larrie - Instructor, Industrial Technology, Moore County Campus

Effective Dates: January 12, 2015 - May 15, 2015

Salary: \$21,158.00 per year for 4.5 months full-time temporary Qualifications: A.A.S., Amarillo College, Amarillo, Texas

Experience: 25 years related work Replacement for: Thomas Dunston

Note: Emergency Hire

<u>Bio</u>: Jacob "Larrie" Black joined Amarillo College after 25 years as owner of J. Black Enterprises. Mr. Black received his Associate Degree in Radiology from Amarillo College.

<u>Davis, Melva J.</u> – Instructor, Associate Degree Nursing

Effective Date: January 12, 2015

Salary: \$49,757.00 per year for 9 months full-time

Qualifications: M.S.N., University of Phoenix, Phoenix, Arizona

M.B.A., University of Phoenix, Phoenix, Arizona

B.S., College of St. Francis, Joliet, Illinois

R.N., West Texas A&M University, Canyon, Texas

Experience: 25 years related work Replacement for: Sheryl Mueller

<u>Bio</u>: Melva Davis joined Amarillo College after serving 6 years as the Director of Neurology/Oncology at Baptist St. Anthony's. She received her Master's Degree in Nursing and Master of Business Administration in Healthcare Management from the University of Phoenix. Ms. Davis received her Bachelor's Degree in Nursing and Health Science from College of St. Francis.

George, Christopher Neil – Instructor, Computer Information Systems

Effective Dates: January 12, 2015 through August 31, 2015 Salary: \$21,158.00 per year for 4.5 months full-time temporary

Qualifications: A.A.S., Amarillo College, Amarillo, Texas

Experience: 5 years related work

Note: Emergency Hire

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APPOINTMENTS Continued:

<u>Bio:</u> Christopher George joined Amarillo College after serving 6 years as owner of Route 66 Computer Company. Mr. George received his Associate Degree in Electronic System Technologies from Amarillo College.

<u>Trigg-Smith, Stephanie</u> – Instructor, Biology

Effective Dates: January 12, 2015 through May 20, 2015

Salary: \$22,204.00 per year for 4.5 months full-time temporary Qualifications: M.S., West Texas A&M University, Canyon, Texas B.S., West Texas A&M University, Canyon, Texas

> A.A.S., Amarillo College, Amarillo, Texas A.S., Frank Phillips College, Borger, Texas

Experience: 6 years related work

Note: Emergency Hire

<u>Bio</u>: Stephanie Trigg-Smith joined Amarillo College after 2 years as a Teaching Assistant at West Texas A&M University. She received her Associate Degree in Physics from Frank Phillips College and an Associate Degree in Respiratory Care from Amarillo College. Ms. Trigg-Smith received her Bachelor of Science in Biology and a Master of Science in Biology from West Texas A&M University.

B. BUDGET AMENDMENTS:

A list of budget amendments for approval by the Board is attached at page 134.

Ms. Nelson moved, seconded by Ms. Fortunato to approve the Consent Agenda. The motion carried unanimously.

FOUNDATION CAMPAIGN:

The "Economic Impact Report" for Amarillo College's fiscal year 2012-2013 was discussed. Three television ads featuring Dr. Lowery-Hart which were included in the report were presented. The three AC ads covered the following: (1) 61% of Amarillo high school graduates get their college start at AC; (2) 70% of Amarillo citizens do not have a degree or certificate beyond high school; and (3) Amarillo College brings \$660.1 million to the local economy. The ads were favorably acknowledged.

REQUEST FOR PROPOSAL NO. 1304 - RE-ROOFING AT EAST CAMPUS HOUSING APPROVED:

RFP No. 1304, for re-roofing at East Campus Housing, was advertised in the newspaper. Project documents were received by seven (7) contractors with three (3) contractors submitting proposals. A tabulation of proposals received is attached at page 135.

Award of Proposal No. 1304 was recommended to go to Construction Services, the <u>low proposer</u> to the specifications, for the amount of \$110,000.00.

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REQUEST FOR PROPOSAL NO. 1304 – RE-ROOFING AT EAST CAMPUS HOUSING APPROVED Continued:

Funds for the project are available in the 2014-2015 Housing Budget.

Ms. Nelson moved, seconded by Dr. Proffer to approve RFP No. 1304 – re-roofing of East Campus housing. The motion carried unanimously.

SIGNAGE - WAYFINDING PURCHASE APPROVED:

At the January 2015 board meeting, the Amarillo College Board of Regents approved to proceed with the design to renovate the Lynn Library first floor, mall area, and College Union Building second floor. The Board also approved the project to improve signage and wayfinding on the Amarillo College campuses.

Approval to purchase this signage from asi Signage Innovations was requested. This will be purchased through Texas Multiple Awards Schedule (TXMAS) for the sum of \$129,110.00.

Funds are available from a private donation or 2007 bond proceeds.

Dr. Proffer moved, seconded by Ms. Nelson to approve purchase of the signage. The motion carried unanimously.

CARTER FITNESS CENTER BUSINESS MODEL PROPOSAL APPROVED:

Due to the elimination of physical education classes from Amarillo College's core curriculum the business model for the Carter Fitness Center operations needs to change. At the Status Update, prior to the January 27 Board meeting, the regents were given two proposals for the new fitness model for Carter Fitness Center operations. Information was supplied to regents as to the community involvement at the Carter Fitness Center. Attached at pages 136 through 137 are the proposals.

Dr. Proffer moved, seconded by Mr. Forrester to approve the new operating model for Carter Fitness Center (model #2) which keeps current operations unchanged with the exception of eliminating day passes. The motion carried unanimously.

FINANCIAL REPORTS ACCEPTED:

The financial statements as of January 31, 2015 are attached at pages 138 through 148.

Revenue

There has been 51% (\$33.3 million) of the \$61 million revenue budgeted received. There has been a decrease of \$365,391 received in academic tuition and fees from this time last year due to lower enrollment; an increase in Continuing Education by \$325,528; and Community Service has decreased by \$624,000. In other income a \$1.0 million gift was added. The re-roofing projects are being funded by the insurance proceeds.

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FINANCIAL REPORTS ACCEPTED Continued:

Expenditures

Fringe benefits are at 43%; a \$146,492 increase since last year.

Auxiliary Enterprises

The bookstores' profits are \$362,105. Rental properties' net profit is \$395,693; an increase of \$88,000 due to the housing rental increase. Employees have used \$123,479 in employee scholarships.

Restricted Funds

Federal grants and contracts have increased \$1,035,367; state grants and contracts have decreased \$70,297; local grants and contracts have decreased \$430,108; and Panhandle PBS grants and contracts have increased \$233,422. Resident instruction has decreased \$337,525.

Cash and Investments

\$52.8 million total minus \$1.5 million (bond) = \$51.3 million – January 2015; \$56.8 million total minus \$4.5 million (bond) = \$52.3 million – January 2014; \$64.9 million total minus \$14.1 million (bond) = \$50.8 million – January 2013.

Alterations & Improvements

\$217,603 has been spent from A&I designated reserves of \$2.1 million allocated; \$423,520 has been spent from A&I allocated funds of \$700,000; \$469,140 has been spent from A&I from branch campuses of \$783,215.

Tax Schedule

\$14,925,230 has been collected out of \$21,909,519 budgeted with \$6,984,289 remaining to collect.

Bond Expenditures

There has been \$67.0 million on Amarillo campuses projects spent out of \$68.0 million budgeted.

Ms. Nelson moved, seconded by Mr. Forrester to accept the financial reports. The motion carried unanimously.

Chairman Nicholson reported that the Apache Corporation, an oil and gas exploration and production company, who requested leasing one section of land on East property has withdrawn their bid at this time.

ADJOURNMENT:

There being no further business, the meeting was adjourned.

Mary	Jane	Nelson,	Secretary

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ELECTION ORDERS

THE STATE OF TEXAS

COUNTIES OF POTTER AND RANDALL

BE IT ORDERED by the Board of Regents of the Amarillo Junior College District that a general election be held in the College District, counties of Potter and Randall, on Saturday, May 9, 2015, for the purpose of electing three qualified persons to the Amarillo College Board of Regents for three regular six-year terms. These positions will be filled through the use of the cumulative voting procedure described in Texas Education Code § 11.054. The deadline to file an application to be placed on the ballot or as a writein candidate is 5:00 p.m. Friday, February 27, 2015.

BE IT ORDERED by the Board of Regents of the Amarillo Junior College District that a special election be held in the College District, counties of Potter and Randall, on Saturday, May 9, 2015, for the purpose of electing one qualified person to the Amarillo College Board of Regents for an unexpired two-year term. This position will not be filled through the use of the cumulative voting procedure described in Texas Education Code § 11.054. The deadline to file an application to be placed on the ballot or as a write-in candidate is 5:00 p.m. Monday, March 9, 2015.

Early voting in these elections will be held at the Randall County Annex, 4111 South Georgia, Amarillo, Texas, 79110, Randall County Justice Center, 2309 Russell Long Boulevard, Suite 100, Canyon, Texas, 79015, Randall County Election Administration, 1604 5th Avenue, Canyon, Texas 79015, and the Santa Fe Building, 900 S. Polk Street, Amarillo, Texas 79101, Monday through Friday from 8 a.m. to 5 p.m., April 27 through May 1, 2015, and May 4 (Monday) and May 5, (Tuesday), from 7:00 a.m. to 7:00 p.m. on both days. Early voting in these elections will also be held at Amarillo Independent School District, 7200 Interstate 40 West, Amarillo, Texas 79106, River Road Independent School District, 9500 US 287 N, Amarillo, Texas 79108, Highland Park Independent School District, 15300 Amarillo Blvd. East, Amarillo, Texas 79108, and Bushland Independent School District, 2400 Wells, Bushland, Texas 79012, Monday through Friday from 8:00 a.m. to 4:00 p.m., April 27 through May 1, 2015, and May 4 (Monday) and May 5, (Tuesday), from 8:00 a.m. to 4:00 p.m. Shannon Lackey has been designated Randall County Elections Administrator and Melynn Hunter has been designated Potter County Election Administrator. Applications for ballots by mail shall be mailed to Early Voting Clerk, Shannon Lackey, Randall County Elections Administrator, 1604 5th Avenue, Canvon. Texas 79015 or to Melynn Hunter, Potter County Election Administrator, 900 S. Polk Street, Suite 320, Amarillo, Texas 79101.

That the Vice President of Business Affairs of Amarillo Junior College District shall be the College Election Coordinator and as such is authorized to execute any and all agreements necessary for the conducting of said elections, including but not limited to one or more joint election agreements upon reasonable terms with other governmental entities.

That the College Election Coordinator is expressly authorized to: obtain election supplies; pay election officials; establish election precincts and polling places; establish early voting locations and hours; contract for some or all election duties and services from Randall County, all in accordance with the adopted budget, applicable law, and applicable agreements.

The returns of said elections shall be made to the Board of Regents of the Amarillo Junior College District in accordance with the election laws of Texas. A copy of these orders, signed by the Chair and attested by the Secretary of this Board, shall serve as proper notice of said elections; and the Chair shall cause notice of said elections to be given in accordance with said laws.

Read, adopted, and approved by at least a majority of regents of the Amarillo Junior College District and the seal thereof hereunto affixed this 24th day of February, 2015.

Amarillo Junior College District

Secretary, Board of Regents Amarillo ounior College District

THE STATE OF TEXAS §

COUNTY OF POTTER §

ELECTION SERVICES CONTRACT & VOTING SYSTEM ACQUISITION LEASE

Parties/Effective Period

The Election Services Contract, the (ESC), is entered into by and between the Amarillo College, hereinafter referred to as (Contracting Authority), a political subdivision under §1.005(13) of the Texas Election Code, and Melynn Huntley, the Potter County Elections Administrator, hereinafter (Elections Administrator), acting in her official capacity. The Voting System Acquisition Lease, the (Lease), is entered into by and between the Contracting Authority and Potter County, the (County), with the Election Administrator acting as the contracting agent for County. The Contracting Authority and the Elections Administrator, or the Contracting Authority and the County may be referred to as, (the Parties), as the context requires. The ESC and the Lease may be referred to collectively as, the (Agreement). This Agreement becomes effective when properly executed by the Parties and remains in effect until the completion of all services and obligations contemplated by this Agreement.

2. Authority

This ESC is authorized by §31.092 of the Texas Election Code. The Lease is authorized by §123.032 of the Texas Election Code, the (Code). Additionally, pursuant to §262.001 of the Texas Local Government Code, the Potter County Commissioners Court has appointed the Elections Administrator as County's agent for the purpose of negotiating and entering into an agreement for the lease and use by the Contracting Authority of Potter County's Direct Recording Electronic (DRE) voting machines.

3. Purpose

- a. The Contracting Authority seeks to use, for the May 9, 2015 election, including the associated early voting period, collectively, the (Election), the election services of the Elections Administrator to supervise and perform for the Contracting Authority any and all duties and functions that the Election Administrator would normally perform in connection with a countywide election ordered by the County. Notwithstanding this purpose, this ESC does not change:
 - The authority with whom applications of candidates for a place on a ballot are filed; or

 (ii) The authority with whom documents are filed under Title 15 of the Texas Election Code (concerning completed copies of the Code of Fair Campaign Practices);

The Election Administrator expressly disclaims responsibility for performing the above functions on behalf of the Contracting Authority.

 Additionally, the Contracting Authority seeks to temporarily acquire from County and adopt, for use in the Election, a voting system, as required by Chapter 123 of the Code.

4. Conditions Precedent

The Contracting Authority agrees that the Elections Administrator's performance of the services detailed in this ESC, and the Contracting Authority's use of County's DRE voting machines under the Lease, are contingent upon the satisfaction of certain conditions precedent, which include:

- a. the Contracting Authority timely ordering the Election;
- the Contracting Authority adopting, by order, resolution, or other official action, County's DRE voting machines for use in the Election;
- c. the Contracting Authority
 - (i) timely executing a Joint Election Agreement with any and all other political subdivisions within County that request to use the services of the Election Administrator and County's DRE voting machines for the Election, which agreement must:
 - (A) designate the Elections Administrator as the Elections Administrator for the joint election;
 - (B) agree to use and share the County's DRE voting machines at all polling places;
 - (C) agree to conduct joint early voting;
 - (D) agree to use polling locations and early voting polling locations designated by the Elections Administrator;

- (E) agree to the use of a joint ballot on County's DRE voting machines;
- (F) reference and incorporate this Agreement into the Joint Election Agreement; and.
- adopt the Joint Election Agreement by order, resolution, or other official action, as required by §271.002(d) of the Code;

Administration

- a. The Parties agree that the Election will be a joint election as contemplated by Chapter 271 of the Code, the (Joint Election);
- b. The Parties agree that the Election Administrator shall serve as the Election Administrator for the Joint Election, and that the Election Administrator will coordinate, supervise, and handle all aspects of administering the Joint Election, as provided in this Agreement;
- c. The Parties agree that all necessary titles of the Texas Election Code apply to the conduct of the Joint Election, except provisions that are inconsistent with Chapter 271 of the Code, which authorizes joint elections, or that cannot feasibly be applied to a joint election, all as permitted by §271.001 of the Code;
- d. The Parties agree that the Election Administrator may be appointed to serve more than one political subdivision participating in the Joint Election, as permitted by §271,005 of the Code.
- The Election Administrator agrees, upon request, to consult with the Contracting Authority's officers and officials about conducting of the Election;
- f. Notwithstanding anything in this Agreement, the Contracting Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of the Election:
- g. The Parties acknowledge and agree that other political subdivisions may wish to make use of the Election Administrator's election services or County's DRE voting machines, and that upon request, the Election Administrator is obligated to provide such services, and County is obligated to lease such equipment, both of which will be made available to other political subdivisions on terms and conditions generally similar to those set forth in this Agreement.

- The Contracting Authority agrees to bear its expenses for the Joint Election and will
 pay the Election Administrator for equipment, supplies, services, and administrative
 costs, as provided in this Agreement;
- The Parties agree that the Election Administrator, as permitted by §31.095 of the Code, may assign deputies to perform any of the services contemplated by this ESC;
- j. In accordance with §271.001 of the Code, and notwithstanding §32.005 of the Code, the Contracting Authority agrees to, and hereby does, delegate to the Election Administrator the authority for the appointment of election judges for the Election. The Election Administrator will provide the Contracting Authority with a list of appointed judges, which the Contracting Authority must appoint by written order, as required by §32.008 of the Code.
- Pursuant to §32.033 of the Code, the Parties agree that the Election Administrator may prescribe the maximum number of clerks that each presiding judge may appoint for the Election;
- The Election Administrator agrees to provide, on behalf of the Contracting Authority, the training for election officers for the Election, as required by §§32.113 and §125.009 of the Code; election officers will be compensated for training in accordance with the terms of this Agreement;

6. Election Orders, Notices, Resolutions, Pre-Clearance, Ballots and other Legal Documents

- a. The Parties agree that the Contracting Authority is solely responsible for preparation, adoption, and publication of all legal documents of any kind including, orders, resolutions and notices required by the Texas Election Code, or any other law, except as expressly stated otherwise in this Agreement. The Parties also agree that the Election Administrator shall have no responsibility for preparation, adoption, and/or publication of any legal documents required by the Texas Election Code, or any other law. Further, the Contracting Authority agrees to provide the Election Administrator with copy of all election orders and notices for the Election.
- b. The Parties agree that the Election Administrator shall have no responsibilities for, and owes the Contracting Authority no duty with regard to, submission for preclearance to the U.S. Department of Justice of any voting practice or change to voting practice of the Contracting Authority, if any, that may be required under the Voting rights Act, 42 U.S.C. §§1973 to 1973aa-6, for the Election. The Parties agree that the

Contracting Authority is solely responsible for any such required submission and should independently consult with legal counsel for any questions regarding preclearance, including, as applicable, discussion about the post-Shelby County v. Holder, 133 S. Ct. 2612 (2013), statement on this subject by U.S. Department of Justice, available at: http://www.justice.gov/crt/about/vot/.

- c. The Election Administrator shall prepare the ballot, pursuant to §52.002 of the Code, and a sample ballot, pursuant to §52.008 of the Code, for and on behalf of the Contracting Authority; however, the Contracting Authority agrees that it will furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by the Contracting Authority. The Contracting Authority shall be responsible for proofreading and approving the ballot and or sample ballot, insofar as it pertains to that authority's candidates and/or propositions.
- d. The Contracting Authority agrees to the use of a single ballot for the Joint Election containing all offices or propositions stating measures to be voted on; however, no voter may be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote, all as permitted, or required, by §271.007 of the Code.
- e. The Contracting Authority agrees that the forms used and records maintained at a common polling place in a joint election may be combined in any manner the Election Administrator determines is convenient and adequate to record and report the results of the Election for each participating political subdivision, as permitted by \$271.009 of the Code.
- f. Pursuant to §32.009 of the Code, the Election Administrator shall give written notice of appointment to each presiding and alternate presiding judge. Each such appointment shall be for the Election.
- g. The Election Administrator shall provide each presiding judge the written notice required by §4.007 of the Code.
- 7. Preparation of Voting Supplies and Equipment

- a. The Elections Administrator shall provide the necessary voter registration information, instructions, and other information needed for the election.
- b. The Elections Administrator agrees to procure and allocate, as required by §51.003 of the Code, and distribute, as required by §51.004 of the Code, on behalf of the Contracting Authority all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations.

c. The Elections Administrator agrees to:

- determine the number of DRE voting machines to be installed at each polling place, as required by §125.001 of the Code;
- (ii) put the machines in proper order for use, as required by §125.002 of the Code;
- (iii) have the DRE voting machines tested, as required by Chapter 127 of the Code;
- (iv) deliver the DRE voting machines to the polling place, as required by 1 Tex.Admin Code §81.46 (1986) (Tex. Sec. of State, Delivery of Voting Sys.); and
- (v) install the DRE voting machines, as required by 1 Tex. Admin. Code §81.47 (1986) (Tex. Sec. of State, Install. of Voting Sys.).

8. Voting Locations

- a. The Parties acknowledge that §271.003 of the Code permits a regular county polling place to be used for a common polling place in a joint election, and further, that the voters of a particular election precinct or political subdivision may be served in a joint election by a common polling place located outside the boundary of the election precinct or political subdivision, if the location can adequately and conveniently serve the affected voters and will facilitate the orderly conduct of the election.
- b. The Parties agree to use common polling places, which is to say County's regular polling places (whenever possible), for the Election (both during the early voting period and on May 9, 2015, (Election Day)), as selected and designated by the Election Administrator. In the event the Parties determine that a common polling place will not adequately and conveniently serve the affected voters and facilitate the orderly conduct of the Election, or is not available, the Election Administrator will

consult with the Contracting Authority for the selection, use and designation of an alternate location, but the final authority for the designation of all polling places shall be the Election Administrator.

- Election Day polling locations designated by the Election Administrator are listed on Exhibit "A."
- d. Early Voting polling locations designated by the Election Administrator are listed on Exhibit "B."
- e. The Contracting Authority agrees that if the location of a precinct polling place described in Exhibit A or B is different from the location used for the precinct in the preceding election ordered by the Contracting Authority, the Contracting Authority shall post notice at the entrance to the previous polling place stating that the location has changed, and providing the name and location of the new polling place, as required by §43.062 of the Code, not later than the day before voting at the location begins.

9. Early Voting

- a. Pursuant to §271.006(a) of the Code, and notwithstanding §§83.005 and 83.006 of the Code, the Contracting Authority agrees to, and hereby does, appoint the Election Administrator as its regular early voting clerk for joint early voting (the "Joint Early Voting Clerk").
- b. Additionally, pursuant to §31.097(b) of the Code, the Contracting Authority also acknowledges and agrees that the Election Administrator, by written order, may appoint her permanent or temporary deputies as deputy early voting clerks, which the Election Administrator hereby agrees to do, as necessary. The Election Administrator also agrees to take all necessary steps to insure that all appointed temporary deputies meet the eligibility requirements of a presiding election judge, as established by Subchapter C, Chapter 32 of the Code, as modified by §31.097(c)(1) of the Code, which frees temporary deputies from the requirement that they be qualified voters of any particular territory, other than the county served by the Election Administrator, or the political subdivision in which the election is held.
- c. The Parties agree that joint early voting, as indicated above in paragraph 7.b, shall be conducted at the early voting polling place or places at which, and during the hours, including any extended or weekend hours, that the Joint Early Voting Clerk regularly conducts early voting for Potter County, as required by §271.006(b) of the Code. The

Parties further agree that early voting by personal appearance will be at the early voting polling place locations, dates and hours, as specified in Exhibit B. Any qualified voter of the Election may vote early by personal appearance at any one of the early voting locations.

- d. The Contracting Authority agrees that deputy early voting clerks appointed pursuant to this ESC are entitled to compensation, and the Contracting Authority, in accordance with §§32.091, 83.052 and 271.013 of the Code, hereby fixes, and agrees to pay such clerks hourly compensation at the rate specified by this Agreement.
- e. The Parties agree that the Election Administrator, as the Joint Early Voting Clerk, shall receive applications for early voting ballots to be voted by mail in accordance with Title 7 of the Code. The Contracting Authority agrees to immediately forward to the Election Administrator all applications and/or requests for early voting ballots to be voted by mail.
- f. The Election Administrator agrees to perform the duties, relating to the conduct of voting by mail, placed on the early voting clerk by Chapter 86 of the Code.
- g. The Election Administrator agrees, upon request, to provide the Contracting Authority a copy of the early voting report on a daily basis and a cumulative final early voting report following the Election.

10. Early Voting Ballot Board

- a. The Parties acknowledge and agree that pursuant to §87.001 of the Code an early voting ballot board (EVBB) shall be created to process early voting results for the Election.
- b. Consistent with §87.002(a) of the Code, the Parties agree that the EVBB shall consist of a presiding judge and as many other members, although not less than two, as the Election Administrator determines is necessary for the Election.
- c. Notwithstanding §87.002(b) of the Code and as indicated above in paragraph 5.j, the Parties agree that the Election Administrator shall appoint the presiding judge of the EVBB.
- d. The Parties agree that the presiding judge of the EVBB shall appoint the other members of the EVBB, consistent with §87.002(b) of the Code.

- e. Additionally, pursuant to §271.005 of the Code, and notwithstanding §87.003 thereof, the Parties acknowledge and agree that a member of the EVBB may be appointed to serve more than one political subdivision participating in the Joint Election, and that a person eligible to serve as a member of the EVBB in an election of any political subdivision participating in the Joint Election is eligible to serve as a member of the EVBB in the Joint Election.
- f. The Contracting Authority agrees that members of the EVBB, including the presiding judge of the EVBB, are entitled to the same compensation as presiding election judges, and the Contracting Authority, in accordance with §§87.005 and 271.013 of the Code, hereby fixes, and agrees to pay such members of the EVBB hourly compensation at the rate specified by this Agreement.

11. Compensation of Judges and Clerks

The Parties agree that:

- each election judge and clerk will, as permitted by §32.091 of the Code, receive compensation for services rendered at the polling place;
- judges and clerks will not be paid for more than one hour of work before the polls open; neither shall they be paid more than two hours after the time for closing the polls, or after the last voter has voted, whichever is later;
- each election judge and clerk will received compensation at the rate of \$10.00 per hour;
- d. each election judge, early voting clerk, or deputy early voting clerk in charge of an early voting polling place is entitled to compensation for attending training required by Chapter 32 of the Code at an hourly rate of \$10.00 per hour, not to exceed two hours.
- e. early voting clerks, deputy early voting clerks and members of the EVBB will receive
 the same rate of pay as election judges and clerks;
- f. each election judge and alternate judge who delivers election equipment and supplies to the central counting station after the polls close are entitled to share additional compensation in the sum of \$25.00, as provided by §32.092 of the Code.
- g. at all times and for all purposes hereunder, that all election judges, clerks, and all other personnel involved in this election are independent contractors and are not

employees or agents of the County or the Entity, unless considered a county employee as determined by the Potter County Human Resources Department. Additionally, the Parties agree that no statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or the Contracting Authority, and no election personnel shall be entitled to the rights, privileges, or benefits of a County or the Contracting Authority employee, except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered an employee of County, as determined by the Potter County Human Resources Department, or of the Contracting Authority, unless considered an employee of the Contracting Authority, as determined by the Contracting Authority.

12. Central Counting Station, Election Returns and Canvass

- a. The Parties agree that the Elections Administrator shall be responsible for establishing and operating the central counting station, as contemplated by §§ 65.057. 87.101 and 127.001 of the Code, to receive and tabulate the voted ballots of the Election, in accordance with the provisions of the Code and of this Agreement;
- b. Consistent with §§127.002, 127.003, 127.005 and 271.001 of the Code, the Contracting Authority agrees to, and hereby does, delegate to the Election Administrator the power of appointment of the following central counting station officials:
 - Counting Station Manager;
 - (ii) Tabulation Supervisor;
 - (iii) Presiding Judge;
 - (iv) Alternate Tabulation Supervisor; and,
 - (v) Alternate Judge.
- c. The Elections Administrator agrees to prepare the unofficial canvass reports after all precincts have been counted, and deliver a copy of the unofficial results to the Contracting Authority as soon as possible after all returns have been tabulated. The Contracting Authority agrees that it is responsible for the official canvass of the results of the Election, as to candidates for its offices and its propositions.
- d. The presiding officer of the Contracting Authority, pursuant to §271.012 of the Code, shall issue certificates of election to candidates elected at the Joint Election to offices of the Contracting Authority.

13. Election Expenses and Allocation of Costs

- a. The Contracting Authority agrees to share the expenses and costs of administering the Joint Election with such other political subdivisions that choose to participate in the Joint Election.
- b. The Parties agree that the allocation of expenses and costs between the Contracting Authority and other participating political subdivisions, unless specifically stated otherwise, will be in accordance with a formula based on the cost per polling place. Specifically, the Parties agree that the expenses and costs for polling places shared by the Contracting Authority and other participating political subdivisions shall be in accordance with Exhibit "C," which shows the formula for determining the share of expenses and costs, per participating political subdivision, with the expenses and costs divided proportionately among the participants utilizing that polling place. If a participating political subdivision withdraws from the Election, expenses and costs will adjusted accordingly.
- c. The Parties agree, pursuant to §31.098 of the Code, that the Election Administrator may contract with third parties for election services and supplies. In that event, the Election Administrator will pay the claims for those election expenses, which relieves the Contracting Authority from liability for those expenses, and makes the Election Administrator liable for them. This section does not relieve the Contracting Authority of its obligation to pay its expenses and costs, as specified in this Agreement.
- d. The Parties agree, pursuant to §31.100(a) of the Code, that money paid to the Election Administrator by the Contracting Authority under this ESC shall be deposited in a separate fund in the county treasury, and further, that the Election Administrator may make expenditures from the fund without budgeting or appropriation by the commissioners court of County. However, claims against the fund shall be audited and approved in the same manner as other claims against the County before they are paid.
- e. The Parties agree, pursuant to §31.100(b) of the Code, that only actual expenses directly attributable to an ESC may be paid from the elections services contract fund, and the Election Administrator may not charge for performing any duties that the Election Administrator is required by law to perform.
- f. The Election Administrator's estimate of expenses (costs), as required by §31.100(c) of the Code, is included herewith as Exhibit "D," which also shows the cost estimate for each political subdivision anticipated to participate in the Joint Election. If the estimated expenses, not including the fee described in the next paragraph, exceed the actual expenses, the amount of the difference shall be refunded to the political subdivisions participating in the joint election, including the Contracting Authority, based on the same formula described in Exhibit "C."

- g. The Parties agree, pursuant to §31.100(d) of the Code, that the Election Administrator shall not be personally compensated for election services performed under the ESC; however, the Contracting Authority agrees to pay the Elections Administrator a fee equal to 10% of the total amount of the ESC, for the Election Administrator's general supervision of the election, which amount shall not be less than \$75.00.
- h. The Parties agree, pursuant to §31.100(e) of the Code, that salaries of personnel regularly employed by the Election Administrator shall be paid for from funds regularly budgeted and appropriated for that purpose, except that those employees may be paid from the election services contract fund for contractual duties performed outside of normal business hours. The Parties, pursuant to the same authority, agree further that salaries and wages paid to persons temporarily employed to perform duties under this ESC shall be paid out of the election services contract fund.
- The Contracting Authority agrees to pay County a rental rate for use of each of County's DRE voting machines (iVotronic units) as further specified in the Lease.

14. Withdrawal From Contract Due to Cancellation of Election

- a. In the event the Contracting Authority, pursuant to Chapter 2 of Code, does not hold an election for officers of the Contracting Authority and/or cancels its election on a measure, and/or upon the judgment by a court of competent jurisdiction that the Contracting Authority is not required to conduct an election during the Election, the Contracting Authority may withdraw from this Agreement.
- b. The Contracting Authority agrees, notwithstanding an event of withdraw, that it is and will be fully liable for any expenses and costs incurred by the Election Administrator and/or County on behalf of the Contracting Authority, through the date of the Election Officer's receipt of the Contracting Authority's notice of withdrawal. Any monies deposited with the county by the withdrawing Contracting Authority shall be refunded, minus the aforementioned expenses and costs.

15. Records of the Election

- a. The Contracting Authority agrees to, and hereby does, appoint the Elections Administrator as the joint general custodian of all records of the Election, as authorized by §271.010 of the Code.
- b. The "records of the Election," (Records of the Election), shall include all records defined as "precinct election records" in §66.002 of the Code.
- c. The Parties agree that access to the Records of the Election shall be available to each political subdivision participating in the Joint Election, as well as to the public, in

accordance with applicable provisions of the Code and the Texas Public Information Act.

- d. The Elections Administrator agrees the Records of the Election shall be stored at the offices of the Elections Administrator, or at an alternate facility used for storage of County records. The Elections Administrator agrees to maintain the Records of the Election in an orderly manner so that the records are clearly identifiable and retrievable.
- e. The Records of the Election shall be retained and disposed of in accordance with the provisions of Chapter 66 of the Code. If Records of the Election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the Contracting Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Contracting Authority.

16. Recounts

- a. A recount may be obtained as provided by Title 13 of the Code. If necessary, the Parties agree that a recount will be conducted according to the express terms of this Agreement and the requirements of Title 13, to the extent those requirements are not inconsistent with Chapter 271 of the Code, or that cannot feasibly be applied to a joint election;
- the Contracting Authority agrees that any recount shall take place at the offices of the Elections Administrator;
- the Elections Administrator shall serve as Recount Supervisor, as that term is contemplated by Chapter 212 of the Texas Election Code;
- d. pursuant to §212.026(d) of the Code, the Contracting Authority's presiding officer shall serve as the Recount Coordinator; however, if the presiding officer of the Contracting Authority is ineligible or unable to serve as Recount Coordinator, in accordance with §212.026(f) of the Code, the timely submission of a recount petition to that officer instead of the person substituting as the recount coordinator does not make the petition invalid, and in that case, the presiding officer shall promptly deliver the petition to the substitute coordinator.
- The Elections Administrator agrees to consult and confer with the Contracting Authority, as necessary, to conduct a proper recount.

17. Voting System Acquisition Lease

- This section of the Agreement, authorized by §123.032 of the Texas Election Code, constitutes the Lease.
- b. County owns an electronic voting system, which has been duly approved by the Secretary of State pursuant to Chapter 122 of the Code, as amended, and is compliant with the accessibility requirements set forth by §61.012 of the Code. The system, in part, is comprised of DRE voting machines (iVotronic units). The Contracting Authority desires to use County's electronic voting system and to compensate the County for such use by payment of a rental rate, as permitted by §123.032(d) of the Code.
- c. The maximum amount under §123.032(d) of the Code that County could charge the Contracting Authority for acquiring equipment necessary for operating a voting system under the Code is 10 percent of the purchase price of the equipment for each day the equipment is leased; however, County will not charge the Contracting Authority the maximum rate. Rather, County will charge, and the Contracting Authority agrees to pay, a rental rate of \$250.00 per DRE voting machine used on Election Day and \$250.00 per DRE voting machine used during the entirety of early voting.
- d. The Contracting Authority's total rental rate for use of County's voting system shall be divided proportionately among the political subdivisions participating in the Joint Election and utilizing each polling location. Exhibit "D" shows an estimate of expenses for the Joint Election, including the total cost for use of County's electronic voting system (shown as the "iVote Lease fee"), percentage of cost allocation by political subdivision anticipated to participate in the Joint Election, and the cost estimate for each such political subdivision.
- e. The Contracting Authority shall take all reasonable steps necessary to ensure that all components of County's electronic voting system located on the Contracting Authority's property, or in its possession, are protected from misuse or damage and returned to County at the conclusion of the Election.

18. Miscellaneous Provisions

a. The Elections Administrator shall file copies of this document with the Potter County Treasurer and the Potter County Auditor in accordance with §31.099 of the Texas Election Code.

- b. In the event that legal action is filed contesting the Contracting Authority's election under Title 14 of the Texas Election Code, the Contracting Authority agrees to choose and provide, at its own expense, legal counsel for the Elections Administrator and additional election personnel, as necessary.
- c. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
- d. The Parties acknowledge and agree that under the Constitution and laws of the State of Texas, neither County, nor the Contracting Authority, can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, no such requirement is imposed by this Agreement.
- This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Potter County, Texas.
- f. In the event one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed and applied to accomplish the purpose of this Agreement.
- g. The Parties agree that it is their intent to comply with all applicable laws, ordinances, and codes of the State of Texas, and all local governments participating in the Joint Election.
- h. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- Any amendments of this Agreement shall be of no effect, unless in writing and signed by all Parties hereto.
- j. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.
- Exhibits "A," "B," "C," and "D," attached hereto, are incorporated in this Agreement, as
 if set forth fully herein;

By the Potter County 2, 2015.	Elections Administrator on this the day of
	Melynn Huntley, POTTER COUNTY ELECTIONS ADMINISTRATOR
and,	
By the Presiding Office	eer of the Contracting Authority on this 24 day of the
· · · · · · · · · · · · · · · · · · ·	Donald L. Muhlo Donald Wicholson (Nan

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EXHIBIT A - ELECTION DAY POLLING LOCATIONS

121 & 325	Avondale Elementary		
	1500 S. Avondale	323	River Road Middle School 9500 US 287 North
122 & 124	Belmar Elementary		
	6342 Adirondack Trail	326	Pleasant Valley United
			Methodist Church
123	Austin Middle School		316 Valley
	1808 Wimberly		
		324	de Zavala Middle School
125 & 126	Bivins Elementary		2801 N. Coulter
	1500 S. Fannin		
		327	Highland Park
221 & 222	Eastridge Elementary		15300 E. Amarillo Blvd.
	1314 Evergreen		
		421 & 424	Hamlet Elementary
223, 224	Bowie Middle School		705 Sycamore
& 225	3001 SE 12th Ave.		
		422	North Heights High School
321	Bushland High School		607 N. Hughes
	1201 FM 2381, Bushland TX		
		425, 426	Whittier Elementary
322	Valle de Oro Fire Station	& 427	2004 N. Marrs
	23801 FM 1061, Valle de Oro		

EXHIBIT B - POLLING HOURS AND LOCATIONS FOR EARLY VOTING

Early Voting will be conducted at the Main Voting Location:

Santa Fe Building, 900 S. Polk

Monday through Friday, April 27-May 1, from 8:00 a.m. until 5:00 p.m.

Monday and Tuesday, May 4 and 5, from 7:00 a.m. until 7:00 p.m.

Early Voting will be conducted at Branch Locations:

Amarillo ISD ESC, 7200 I-40 West

Bushland ISD Administrative Offices

River Road ISD Administrative Offices

Highland Park ISD Administrative Offices

Monday through Friday, April 27-May 1, from 8:00 a.m. until 4:00 p.m.

Monday and Tuesday, May 4 and 5, from 8:00 a.m. until 4:00 p.m.

Mobile Voting will be conducted at the following locations:

Mon., Apr. 27 10:00 a.m. - 2:00 p.m. Park Place Towers

Tues., Apr. 28 10:00 a.m. - 2:00 p.m. Craig Methodist Retirement

Wed., Apr. 29 10:00 a.m. - 2:00 p.m. Bivins Village

Thurs., Apr.30 10:00 a.m. - 2:00 p.m. Canyons Retirement

Fri., May 1 10:00 a.m. - 2:00 p.m. Thomas E. Creek VA Medical Center

EXHIBIT C - PERCENTAGE OF COST BY ENTITY

The jurisdictions of participating entities are located in following voting precincts:

City of Amarillo - 22 total precincts

121, 122, 123, 124, 125, 126, 221, 222, 223, 224, 225, 323, 324, 325, 326, 327, 421, 422, 424, 425, 426, 427

Amarillo College - 22 total precincts

121, 122, 123, 124, 125, 126, 221, 222, 223, 224, 225, 323, 324, 325, 326, 327, 421, 422, 424, 425, 426, 427

Amarillo ISD - 21 total precincts

121, 122, 123, 124, 125, 126, 221, 222, 223, 224, 225, 323, 324, 325, 326, 421, 422, 424, 425, 426, 427

Bushland ISD - 5 total precincts

321, 322, 323, 324, 326

River Road ISD - 2 total precincts

323, 326

Highland Park ISD - 3 total precincts

222, 225, 327

There are total of 75 "entity precincts" represented by the participating entities. (22+22+21+5+2+3)

In allocating appropriate expenses to participating entities, the total costs will be based on the percent of the total "entity precincts" with which the participating entity has jurisdiction.

Therefore, the total costs will be divided as follows:

City of Amarillo	22 precincts	29% of total cost of election
Amarillo College	22 precincts	29% of total cost of election
Amarillo ISD	21 precincts	28% of total cost of election
Bushland ISD	5 precincts	7% of total cost of election
River Road ISD	2 precincts	3% of total cost of election
Highland Park ISD	3 precincts	4% of total cost of election

EXHIBIT D - COST ESTIMATE FOR ELECTION

Description	Amount*
Ballot Layout	500.00
Audio	3500.00
Coding	7000.00
Ballots	2200.00
Field Techs/Site Support	960.00
Early Voting Ballot Board	1000.00
Early Voting Personnel	11,000.00
Election Day Personnel	9300.00
Central Counting Station Personnel	900.00
Deliveries, Road & Bridge	1200.00
Election Day deliveries	120.00
Truck Rental	250.00
Security, EV, ED & CCS	1100.00
ABBM Kits/Postage (1800 kits @ \$3,00 each)	5400.00
Ballot on Demand (Military) and Sample Ballots Online	500.00
Posters with locations and hours	75.00
Election Kits	660.00
iVo Lease fee (100 units @ \$250 each)	25,000.00
Fed Ex of Media	275.00
Public Notice of Test, AGN	200.00
Subtotal	70,640.00
10% Administrative Fee	7,064.00
Estimated Total	\$77,704.00

^{*}Amounts are estimates only. Estimate also assumes joint agreement of Early Voting locations and hours.

Based off of the percentages allocated to each entity (Exhibit "C"), the estimate for each entity is:

Total	\$77,704.00
Highland Park ISD	3,108.16
River Road ISD	2,331.12
Bushland ISD	5,439.28
Amarillo ISD	21,757.12
Amarillo College	22,534.16
City of Amarillo	\$22,534.16

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AMARILLO COLLEGE BUDGET AMENDMENTS February 24, 2015

1.	Business Administration and Biology – Transfer of funds
	to cover expenses of faculty appointment.

	Increase Social Sciences – Appointed Personnel Pool Increase Computer Information Systems – Appointed Personnel Pool Decrease Business Administration – Appointed Personnel Pool Decrease Biology – Appointed Personnel Pool	\$ \$ \$. - -	5,213.00 10,426.00 12,360.00 3,279.00
2.	Associate Degree Nursing – Transfer of funds to cover expenses of faculty appointment.		
	Increase Associate Degree Nursing – Appointed Personnel Pool Decrease Biology – Appointed Personnel Pool		23,631.00 23,631.00
3.	Programming Services – Transfer of funds to cover expenses of salaries and stipends.		
	Increase Institutional Research – Appointed Personnel Pool Decrease Program Services – Appointed Personnel Pool	\$ -\$	11,067.00 11,067.00

Roof Replacement, East Campus Housing

For Amarillo College Amarillo, Texas

Proposal Number 1304 February 5, 2015

Contractor Proposal

Construction Services	\$110,000.00
Andrus Brothers	\$125,328.00
Valdez Roofing Company	\$126,081.00

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Carter Fitness Center (CFC)

First Issue

The CFC funding model that was established in 1996 has become obsolete. This issue must be addressed if the CFC is going to continue to meet operational expenses beyond August 2015.

Background

The CFC has operated for many years with a funding model that relied on a fee attached to all courses (PHED) that are offered through the Sports and Exercise Science Department (PHED). That revenue source is declining dramatically due to the fact that physical education is no longer included in AC's general academic "core". Simply stated, AC students are no longer required to take a physical education courses.

Cabinet Recommendation

In order to generate enough revenue to cover the CFC expenses, the President's Cabinet recommends a \$1.00/credit hour increase in the General Fee (which is already assessed to all academic students) in order to fund the basic operating expenses of the CFC. Capital spending for equipment replacement will follow the College's established budgeting process.

Second Issue

Help us to consider Carter Fitness Center's relationship with the community

Model #1 - Restrict CFC access to AC students, faculty and staff

Establish a new facility management model whereby the CFC activities would focus directly on the health and wellness of AC students and employees.

Pros:

- CFC staff time and effort would be focused directly on students
- Potential increase in student participation in health and wellness activities
- Potential increase in staff participation in health and wellness activities
- Decrease in wear/tear to the facility
- Safest and most manageable option

Cons:

- Community access would be limited to only those who purchase CFC memberships (Continuing Education)
- Loss in revenue that is currently collected through court rentals and tournaments

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Model #2 – Continue to allow community access via court rentals and tournaments

With this Model current CFC operations would remain unchanged, with one major exception. "Day Passes" would be eliminated in order to mitigate liability issues that come with supervising individuals who are otherwise unknown to Amarillo College. Experience has shown that CFC personnel do not have the time or the training to appropriately monitor these visitors.

An increase to the General Fee of \$1.00 would still be needed to fund the basic operating expenses of CFC since the day pass is eliminated and the academic class gym fee is greatly reduced.

Pros:

- Court space would continue to be available for community activities
- CFC revenue would be bolstered by court rentals and tournaments
- AC students, faculty and staff would continue have weekend access

Cons:

- CFC personnel will continue to spend a great deal of time managing court rentals instead of focusing on the welfare of AC students and staff
- Wear/tear to the facility
- Liability issues related to community access

AMARILLO COLLEGE Revenue Budget Status Report as of January 31, 2015

	Fiscal 2015 Beginning Budget	Fiscal 2015 Current Budget	Fiscal 2015 Actual	ų,	Fiscal 2014 Budget	Fiscal 2014 Actual	%
State Appropriations Indirect Cost Recovery	15,255,931 247,425	15,255,931 247,425	6,366,024 80,557	42% 33%	15,278,458 223,454	6,394,613 62,053	42% 28%
Ad Valorem Tax Revenues	17,181,789	17,181,789	7,253,746	42%	16,098,382	6,753,655	42%
Branch Campus Maintenance Tax Rev	1,766,388	1,766,388	654,804	37%	1,777,105	734,118	41%
Subtotal	34,451,533	34,451,533	14,355,131	42%	33,377,399	13,944,439	42%
Tuition and Fees - Academic	18,315,848	18,315,848	14,934,847	82%	18,750,818	15,300,238	82%
Tuition and Fees - Continuing Education	3,028,573	3,028,573	1,199,301	40%	1,653,860	873,773	53%
Tuition and Fees - Comm. Serv.	1,119,503	1,119,503	624,270	56%	999,187	632,376	63%
Less: TPEG	(462,282)	(482,282)	(225,316)	47%	(487,980)	(225,899)	46%
Subtotal	21,981,542	21,981,642	16,533,102	75%	20,915,885	16,580,488	79%
KACV - TV	416,300	416,300	200,438	48%	493,200	221,651	45%
Interest Income	82,000	82,000	8,750	11%	80,000	9,157	11%
Other Income	601,900	628,982	1,241,973	197%	589,431	418,548	71%
East Campus Land Sale Proceeds			0	0%		48,847	0%
Transfer from Auditary Enterprises	1,550,945	1,550,945	0	0%	1,274,648	. 0	0%
Use of Retained Earnings	61,215	61,215	25,506	42%	81,563	33,985	42%
Use of Insurance Proceeds	0	3,661,115	740,483	20%	0	. 0	0%
A & I Funding	2,120,000	2,120,000	217,604	10%	1,465,000	106,227	7%
Branch Campus A&I	100,000	100,000	0	0%	1,315,435	858,617	0%
Subtotal	4,516,060	8,204,257	2,234,316	27%	4,806,077	1,475,381	31%
TOTAL REVENUES	61,365,535	\$65,053,732	\$33,322,987	51%	\$59,592,561	\$32,221,959	54%

LTVP-BUS/Excel/Month End Reports/2014-2015/Financial Statements - January 15

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AMARILLO COLLEGE Expenditures Budget Status Report as of January 31, 2015

	Fiscal 2015 Beginning Budget	Fiscal 2015 Amended Budget	Fiscal 2015 Actual	*	Fiscal 2014 Budget	Fiscal 2014 Actual	4
Institutional Support	9,580,551	13,063,421	4,497,735	34%	9,475,083	258,266	3%
Student Services	3,492,114	3,499,415	1,310,870	37%	3,447,095	1,358,822	39%
Fringe Benefits	10,103,944	10,322,556	4,456,401	43%	9,926,264	4,309,909	43%
Resident Instruction	23,809,275	23,593,753	8,878,534	38%	22,583,270	8,765,261	39%
Academic Support	2,169,837	2,414,184	936,400	39%	2,145,667	889,369	41%
Extension and Public Service	2,104,928	2,108,732	787,597	37%	2,170,485	787,659	36%
Physical Plant Operation and Maintenance	5,262,571	5,287,570	2,321,377	44%	5,250,174	2,148,595	41%
Technology Equipment Replacement	2,086,815	2,086,815	1,456,472	20%	1,672,957	1,195,134	71%
Alterations and Improvements	2,220,000	2,227,083	349,404	16%	2,313,429	581,125	25%
Contingencies	535,500	450,203	0	099	607,137	0	0%
TOTAL EXPENDITURES	\$61,365,535	\$65,053,732	\$24,994,790	38%	\$59,592,561	\$20,294,140	34%

J/WP-BUSIExcafMonth End Reports/2014-2015/Financial Statements - January 15

AMARILLO COLLEGE Auxiliary Enterprises Profit (Loss) Statement as of January 31, 2015

	Pecal 2015			Flacal 2014			
	20000	Dyess	Pořit (Lem)	Incore	Expense	Port Date	
Sucktioners Westingson Street West Compus Tutali Bookstores	1,707,100 317,009 2,354,369	1,477,036 285,628 1,342,964	310,684 52,041 362,185	1,80x,903 333,190 2,137,903	1,461,618 299,312 1,360,930	313,836 33,836 376,123	
Bending: Westington Street East Camput Moore Cardy Heart Cardy Heart Cardy Total Yending	12,540 2,890 1,980 390 17,804		12,542 2,698 1,189 362 17,664	12,864 2,963 1,000 128 16,305		12,804 2,963 1,000 128 16,955	
Sectal Property: Hardwayton Street East Campus - Promby Housing East Campus - Industrial Typic Rental Property	2,801 L156,237 3,425 L181,663	76574 76574	2,001 310,367 3,425 397,643	3,401 1,001,092 3,175 1,591,668	792,807 732,807	3,401 300,465 307,661	
Interest Income Installment Payment Flan Student Committeed Association Task Other	341 51,855 131,751 180,852	109,964 109,904	245 91,820 21,367 73,446	260 60,615 142,566 203,461	126,229 126,239	290 60,615 16,337 77,237	
TOTAL ALXILIARY INTERMISES	7,466.180	2,617,916	MEZIS	3,457,137	2,879,790	777,371	
USES OF THESE PROFITS		Fecel 2015			Fixed 3214		
Sestimational Scholarships: Honors Program Scholarships Band Scholarships Chall Total Sestimon Scholarships	9	7,650 1,054 926 9,630	(2,650) (1,054) (900) (9,630)	0	6,908 850 451 8,201	(65,900) (850) (451) (8,200)	
Employee Scholanshop: Employee Sprone Employee - Appointue Employee - Appointue Employee - Children Employee Non Appointed Tutol Employee Scholanshops		8,636 21,618 54,907 26,428 (23,429	(9,420) (31,416) (54,407) (34,436) (12),416)		11,400 26,842 58,158 25,491 122,881	(11,438) (26,642) (55,116) (25,491) (122,861)	
Official Hundrons Transfer from AE to LM for Plant EC Tursel Other	- 1	16,394 16,394	(16,394) 0 (16,394)	0	6,131 6,231	(8,301) (8,301)	
TOTAL USES OF THESE PROFITS	0	149,503	(149,500)	- 4	135,413	(159,413)	
TOTAL AUXILIARY ENTERPRISES	\$3,466,188	\$2,767,441	\$456,747	\$3,457,137	\$2,819,179	\$637,958	

ZVP-BUSIC colf Month End Report (2014-2015) interior Statements - Jensery 15

Amarillo College Restricted Funds - Revenue and Expenditures as of January 31, 2015

	Fiscal 2015	Fiscal 2014	Increase (Decrease)
Federal Grants and Contracts	8,690,283	7,654,916	1,035,367
State Grants and Contracts	1,362,311	1,432,608	(70,297)
Local Grants and Contracts	730,131	1,160,239	(430,108)
KACV Grants and Contracts	962,244	728,822	233,422
TOTAL GRANTS AND CONTRACTS	11,744,969	10,976,585	768,384
Student Aid			
Pell Grants	6,919,167	7,031,346	(112,179)
Suppl. Education Opportunity Grants (SEOG)	98,367	73,600	24,767
College Work Study	107,929	119,908	(11,979)
Texas Public Education Grants (TPEG)	273,190	281,643	(8,453)
Texas Grant - THECB	625,077	426,021	199,056
EC Scholarships	20,532	5,500	15,032
DWT-NEG Displaced Worker Training Grant	23,952	9,411	14,541
Bell Helicopter Engineer Scholarship	5,087		5,087
Resident Instruction	2,635,208	2,972,733	(337,525)
Public Service	981,709	662,237	319,472
Student Support Services	228,412	194,451	33,961
TOTAL EXPENDITURES	11,918,630	11,776,850	141,780

J:IVP-BUS/Excel/Month End Reports/2014-2015/Financial Statements - January 15

Amarillo College Cash and Investments as of January 31, 2015

	Cash in Bank and on Hand	TexPool	Amarillo National Fund	Chase	Certificate Of Deposits	Total
Local Maintenance Funds	(293,749)	16,019,926			18,304,245	34,030,422
Auxiliary Enterprises	29,739	247,102			4,450,000	4,726,841
Restricted Funds		828,865	2,369,969		789,715	3,988,549
Endowment Funds		271,309	2,112,040		1,275,283	3,658,632
Unexpended Plant Funds	118,108	1,372,896				1,491,004
Retirement of Indebtedness	218,948	3,115,062			1,600,000	4,934,010
Agency Funds						0
TOTAL	\$73,046	\$21,855,160	\$4,482,009	\$0	\$26,419,243	\$52,829,458
JANUARY 2014 TOTAL	\$1,706,187	\$22,255,780	\$4,310,662	\$2,541,611	\$25,951,410	\$56,765,650
JANUARY 2013 TOTAL	\$2,247,137	\$26,784,413	\$3,646,388	\$6,335,552	\$25,918,839	\$64,932,329
Breakdown of Cash & Investmen						
	2015	2014	2013			
Amarillo College EC Land Sale Proceeds	30,789,581 376,268	33,061,757 293,043	31,488,037			
KACV	5,878,693	5,674,193	5,128,509			
HLC	1,035,406	1,092,302	1,089,071			
Student Loans	(143,508)	(183,070)	(299,788)			
Pass Through Scholarships	659,068	114,412	(428,168)			
Restricted	580,980	506,133	2,104,636			
Auxiliary	6,608,977	5,927,500	5,822,922			
Plant/Bonds/Debt Service	6,789,270	10,033,842	19,795,645			
Agency	254,723	245,538	231,465			
Total	\$52,829,458	56,765,650	\$64,932,329			

J:WP-BUSExcelMonth End Reports/2014-2015/Financial Statements - January 15

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AMARILLO COLLEGE Alterations and Improvements Projects for Fiscal 2015 as of January 31, 2015

TYPE OF FUNDS	PROJECT	ACTUAL	PROJECTED COST	% COMPLETE
Designated	Ondway - Data Upgrade		\$250,000.00	0%
Designated	Rusself Half - IT Upgredes		\$65,000.00	096
Designated	Engineering Building - Asbestos Abatement/Renovation	\$33,072.45	\$75,000.00	44%
Designated	Partiandle PBS - HVAC Engineering Study		\$10,000.00	0%
Designated.	Student Service Center - HVAC Renovation	\$24,566,37	\$55,383.63	4494
Designated	Student Service Center - 2nd Floor Renovation (Overage)	\$20,136.37	\$58,571.52	34%
Designated	AMoA - East Side Drainage Repairs	*0	\$51,045.85	0%
Designated	West Campus - Bldg C - HVAC Renovation	\$13,750.00	\$550,000.00	3%
Designated	West Campus - Bldg C - Mortsary Science		\$25,000.00	0%
Designated	West Campus - Alled Health - Repairs		\$15,000.00	0%
Designated	East Campus - MEC Site Improvements	\$50,479.02	\$422,000.00	12%
Designated	East Campus - Public Service Train Ctr - Building Upgrades	\$2,446.74	\$40,000.00	6%
Designated	East Campus - Maintenance Yard	\$2,126.88	\$5,000.00	43%
Designated	East Campus - Demoish Bidg 1400		\$180,000.00	0%
Designated	East Campus - Student Service Center - Controls Upgrade	\$51,021.00	\$51,771.00	99%
Designated	East Campus - PTO - Truck Driving Pad	\$1,080.00	\$198,229.00	1%
Designated	Campus Wide - Carpet Replacement	\$18,922.65	\$50,000.00	38%
	TOTAL A&I FROM DESIGNATED RESERVES	\$217,603.68	\$2,102,001.00	10%

J/VP-BUSIExcel/Month End Reports/2014-2019/Financial Statements - January 15A and I Sould Summary

AMARILLO COLLEGE Alterations and Improvements Projects for Fiscal 2015 as of January 31, 2015

TYPE OF FUNDS	PROJECT	ACTUAL	PROJECTED	% COMPLETE
Allocated	Durrett Hall - Office Renovation	- 111.000	5,000.00	0%
Allocated	Engineering Building - Office Renovations		10,000.00	0%
Allocated	Engineering Building - Asbestos Abatement/Renovation	211,369.28	\$261,763.45	81%
Allocated	Warren Hall Atterations - Testing Lab		45,000.00	0%
Vlocated	Student Service Center - HVAC Renovation	\$85,908.76	\$233,507.24	37%
Allocated.	Student Service Center - 2nd Floor Renovation	\$3,095.44	\$4,748.25	65%
Allocated	West Campus - Jones Hall - New North Parking Lot	\$69,749.53	\$85,898.29	82%
Allocated	West Campus - Child Development Lab Alterations	\$23,812.23	\$23,812.23	100%
Allocated	Polk Street - Nisson Gyrn - New HVAC	\$172.06	\$172.08	100%
Allocated	East Campus - Public Service Train Ctr - Building Upgrades	\$26,753,02	\$26,753.02	100%
Allocated	Campus Wide - Carpet Replacement	\$2,660.59	\$2,560.59	100%
	TOTAL ABS FROM ALLOCATED FUNDS	\$423,520.93	\$699,315.15	61%
	TOTAL A&I/LAND IMPROVEMENTS W/O BRANCHES	\$641,124.61	\$2,801,316.15	23%
Branch Campus	Moore County Campus - Student Activities Center		\$9,735.61	096
Branch Campus	Hoore County Campus - New Campus Completion	\$11,879.79	\$16,208.84	73%
Branch Campus	MC Campus - Upgrades to Security, Fire and Alarm Systems		\$100,000.00	0%
Branch Campus	Moore County Campus - ChTTC Welding Shop	\$453,953.34	\$334,559.03	136%
Branch Campus	Hereford New Campus		\$294,072.00	0%
Branch Campus	Hereford New Campus - Hereford Capital Campaign	\$3,307.40	\$28,639.56	12%
	TOTAL ABI FROM BRANCH CAMPUSES	\$469,140.53	\$783,215.04	60%
	TOTAL A&I/LAND IMPROVEMENTS PLUS BRANCHES	\$1,110,265.14	\$3,584,531.19	31%

J/WP-BUSIExcelMonth End Reportsi2014-2016/Financial Statements - January 15A and I Board Summary

AMARILLO COLLEGE Tax Schedule as of January 31, 2015

		FY 2015			FY 2014
	Potter County	Randall County	Total	-	Total
Net Taxable Values	\$5,314,695,837	\$4,738,879,165	\$10,053,575,002		\$9,744,215,056
Tax Rate	\$0.20750	\$0.20750	\$0.20750		\$0,19950
Assessment: Bond Sinking Fund - \$.04529 Maintenance and Operation - \$.16221 Total Assessment	\$2,351,137 \$8,420,553 \$10,771,690	\$2,566,594 \$9,192,209 \$11,758,803	\$4,917,730 \$17,612,763 \$22,530,493	_	\$4,674,744 \$16,381,714 \$21,056,458
Deposits of Current Taxes	\$6,371,830	\$8,401,164	\$14,772,994	-	\$14,853,348
Current Collection Rate	59.15%	71.45%	65.57%		70.54%
Deposits of Delinquent Taxes	\$84,303	\$25,642	\$109,945		\$135,245
Deposits of Penalties and Interest	\$29,788	\$12,503	\$42,291	collection rate	\$48,062
	Budgeted - Bonds Budgeted - Maintenance Total Budget	and Operation	\$4,917,730 \$16,991,789 \$21,909,519	100.00% 96.47% 97.24%	\$4,674,744 \$15,881,382 \$20,556,126
	Total Collected - Current	\$14,925,230		\$15,036,655	
	Over (Under) Budget		(\$6,984,289)		(\$5,519,471)

J:IVP-BUS/Excel/Month End Reports/2014-2015/Financial Statements - January 15

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AMARILLO COLLEGE Bond Expenditures - Fund 60 Bond Projects as of January 31, 2015

		EXPENSES FY 15					
VENDOR	PRIOR YEARS EXPENSES	ARCHITECT FEES	CONSTRUCTION MANAGER FEES	OTHER EXPENSES	TOTAL EXPENSES	PROJECTED COST	COMPLETE
Construction in Progress:							
Bond Sale Fee	\$107,751.50	\$0.00	\$0.00	\$0.00	\$107,751.92	\$107,751.52	100%
General Construction Expenses - All Campuses	\$97,168.30	\$0.00	\$0.00	\$0.00	\$67,168.30	\$97,168.30	102%
Dutton Half - Remodel - WSC	\$3,076,213.43	\$1,684.27	\$47,060.00	\$53,147.54	\$1,178,105.24	\$3,231,862.31	976
Byrd Business Building - Remodel - WSC	\$7,701,854.79	\$2,001.11	\$0.00	\$204.99	\$7,704,060.89	\$7,724,060.89	100%
Parcel's Halt - Remodel - WSC	\$8,976,255.25	\$2,445.81	\$0.00	\$121.05	\$4,978,822.11	\$8,998,822.11	102%
tyrn Library - Renovations at bissing Building-WSC	\$892,582.93	\$0.00	\$0.00	\$14,575.00	\$907,157.93	\$1,206,135.93	79%
CUB - Remodel - WSC	\$491,948.01	\$0.00	\$0.00	\$0.00	\$491,948.01	\$527,119.88	92%
CUB - 2nd Floor - WSC	\$0.00	\$0.00	\$0.00	\$5,028.12	\$5,028.12	\$500,000.00	1%
Music Buildings-Renovations at Existing Building-WSC	\$3,069,974.76	\$0.00	\$0.00	\$69.99	\$3,070,044.75	\$3,116,595.44	20%
EC Industrial Center - Renovata (Welding, Rostrooms, HVAC)	\$4,758,929.33	\$3,281.66	\$0.00	\$0.00	\$4,762,210.99	\$4,782,210.99	100%
EC Transportation Complex Bldg S - Addition/Revewale Bldg	\$890,462.30	\$0.00	\$0.00	\$0.00	\$890,462.30	1910,462.30	90%
Total Construction in Progress	\$30,063,141.02	\$9,412.65	\$47,060.00	\$72,146.69	\$30,192,760.56	\$31,202,130.07	97%
Completed Projects:							
Durrett Hall - Relocation of Electronics - WSC	\$57,248.10	\$0.00	\$0.00	\$0.00	\$57,248.10	\$57,248.10	100%
Warren Hall - Remodel - WSC	\$2,437,662.86	\$0.00	\$0.00	\$0.00	\$2,417,662.86	\$2,437,662.86	100%
Dutton Half - Remodel - WSC	\$554,727.60	\$0.00	\$0.00	\$0.00	\$554,727.60	\$554,727.60	100%
Parcells Half - KACV Data Room - WSC	\$184,307.44	\$0.00	\$0.00	\$0.00	\$39,307.44	\$154,307.44	100%
Chill Water Loop System - WSC	\$881,655.75	\$0.00	\$0.00	\$0.00	\$885,655.78	\$881,655.76	100%

J18US-OFF/BDND/2014-2015/Bond - January 2015

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AMARILLO COLLEGE Bond Expenditures - Fund 60 Bond Projects as of January 31, 2015

			EXPENSES FY 15			PROJECTED COST	% COMPLETE
VENDOR	PRIOR YEARS EXPENSES	ARCHITECT FEES	CONSTRUCTION MANAGER FEES	OTHER EXPENSES	TOTAL EXPENSES		
Science Laboratory Building - WSC	\$10,004,693.08	\$0.00	\$0.00	\$0.00	\$10,024,693.08	\$10,024,693.08	100%
New Parking Lot - WSC	\$816,500.72	\$0.00	\$0.00	\$0.00	\$816,500.72	\$816,500.72	100%
Building 8 - Remodel - West Campus	\$1,417,215.97	\$0.00	\$0.00	\$0.00	\$1,417,215.97	\$1,417,215.97	100%
Life Enrichment Camber - Polk St. Campus	\$56,553.00	\$0.00	\$0.00	\$0.00	\$56,553.00	\$56,553.00	100%
East Campus - New HVAC	\$2,697,749.61	\$0.00	\$0.00	\$0.00	\$2,697,749.61	\$2,607,749.61	100%
Clinical Simulation Center (at Tesas Tech)	1999,993.75	\$0.00	10.00	\$0.00	\$999,993.75	\$999,993.75	100%
Jones Half - West Campus	\$12,356,292.87	\$0.00	90.00	\$0.00	\$12,356,212.87	\$12,356,292.87	100%
New Perking Lot - Polk St Compus	\$830,383.82	\$0.00	90.00	\$0.00	\$830,383.82	\$830,383.82	100%
Allied Health - Remodel - West Campus	\$3,617,334.47	90.00	\$0.00	\$0.00	\$3,617,334.47	\$3,617,334.47	100%
Total Completed Projects	\$36,932,319.07	\$0.00	\$9.00	\$0.00	\$36,932,319.07	\$36,932,319.07	100%
Total Bond Projects	\$66,995,460.09	59,412.85	\$47,060.00	\$73,146.69	\$67,125,079.63	\$68,134,449.14	99%
Revenue Bond Projects-Completed:							
Moore County New Campus	\$4,676,969.25	\$0,00	\$0.00	\$0.00	\$4,676,969.25	\$4,676,969.25	100%
Total Revenue Bond Projects Completed	\$4,676,969.25	\$0.00	\$0.00	\$0.00	\$4,676,969.25	\$4,676,969.25	100%

.HBUS-OFF/BOND/2014-2015/Bond - January 2015

Amarillo College Reserve Analysis FY 2015 As Of 1/31/15

As Of 1/31/15				
Encumbered Prior to 8/31/14	Balance as of 08/31/2014	Current Fiscal Year Activity	Ending Balance	Explanation
Overlapping Purchase Orders	95,614	(94,718)	896	Materials and services requested in prior year and charged against prior year budget but received and paid for in the current year
Subtotal	.95,614	(94,718)	856	
Board Restricted				
Equipment Reserve	1,700,000		1,700,000	Set-up for equipment purchases required but not budgeted
Facility Reserve	3,500,000	(355,377)	3,144,623	Set-up for facility purchases required but not budgeted
Technology Reserve	(133,497)		(133,497)	Set-up for IT related purchases required but not budgeted
Sim Central	283,459		283,459	Sim Central prior years revenues over expenses fund balance
East Campus A&I Designated	560,000	(285,747)	274,253	Set-up for East Campus improvements required but not budgeted
SGA	89,833	(2000)1-11)	89,833	Student government prior years revenues over expenses fund balance
Insurance	3,661,115	(740,463)	2,920,632	Set-up to cover insurance deductibles and claims that fall below the
MISORSHUE.	2/00/1/113	[/44/403]	2,320,032	deductibles and for roofing repairs due to the \$/28/14 hull storm
Moore County Campus Designated	463,551	(491,339)	(7.789)	Moore County prior years revenues over expenses fund balance
Hereford Campus Designated	876,827	(Astimal	876,827	Hereford Campus prior years revenues over expenses fund balance
East Campus Land Proceeds	376,268		376,268	Proceeds from sale of land at East Campus
East Campus Designated	1,837,931		1,837,931	East Campus set aside from the State of Texas for operations of programs at TSTC (EC)
Subtotal	13,235,487	(1,872,946)	11,362,541	
Unrestricted Reserve				
Undesignated Local Maintenance	9.584,379		9.584,379	Local Maintenance prior years revenues over expenses fund balance
Undesignated Auxiliary	4,525,496		4,525,496	Auxiliary prior years revenues over expenses fund balance
Subtotal	14,109,875		14,109,875	Amend Ann Jens Levelnes and enhances into squire
Soutotai	14,109,873		14,103,873	
Total	27,440,976	(1,967,664)	25,473,312	
Fiscal Year 2014	26,447,719	993,257	27,440,976	
Fiscal Year 2013	26,677,885	(230,166)	26,447,719	
Fiscal Year 2012	24,021,539	2,656,346	26,677,885	
Fiscal Year 2011	21,927,855	2,093,684	24,021,539	
Fiscal Year 2010	21,093,864	833,991	21,927,855	