

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**IECC Board of Trustees Meeting**

**Tuesday, August 15, 2023**



**Location:**

**Lincoln Trail College, Statesmen Grill  
11220 State Highway  
Robinson, IL 62454**

**Dinner – 5:30 p.m.  
Meeting – 6:15 p.m.**

*The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.*

**Illinois Eastern Community Colleges  
Board Agenda**

**Tuesday, August 15, 2023  
6:15 p.m.**

**Lincoln Trail College, Statesmen Grill  
11220 State Highway  
Robinson, IL 62454**

- |                                       |                   |    |
|---------------------------------------|-------------------|----|
| 1. Call to Order & Roll Call          | Chairman Carter   |    |
| 2. Welcome from the Chair             | Chairman Carter   |    |
| 3. Recognition of Visitors and Guests | President Ambrose |    |
| 3.A. Visitors and Guests              |                   |    |
| 3.B. IECEA Representative             |                   |    |
| 4. Public Comments                    |                   |    |
| 5. Reports                            |                   |    |
| 5.A. Trustees                         |                   |    |
| 5.B. Chancellor                       |                   |    |
| 5.C. Presidents                       |                   |    |
| 6. Approval of Consent Agenda         | Chancellor Gower  |    |
| 6.A. Disposition of Minutes           |                   | 5  |
| 6.B. Violence Prevention Plan         |                   | 9  |
| 6.C. Emergency Response Plans         |                   | 10 |

6.D.	Policy 100.3 Meetings and Minutes		11
6.E.	Program Review 2023		14
7.	Action on Items Removed from Consent Agenda	Chancellor Gower	
8.	Policy First Reading (and Possible Approval)	Chancellor Gower	
8.A.	Policy 500.40 First-Year Housing		15
9.	Policy Second Reading	Chancellor Gower	
10.	Staff Recommendations for Approval		
10.A.	Appointment of Board Audit Committee	Chancellor Gower	18
10.B.	LTC Student Recreation Fee	Chancellor Gower	19
10.C.	Debt Certificate Resolution- <i>“Resolution authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of improving District facilities, in and for the District, and for the issue of not to exceed \$7,000,000 General Obligation Debt Certificates (Limited Tax) of the District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.”</i>	Mr. Hawkins	20

10.D. Tentative Budget	Chancellor Gower 112
10.E. Solar Proposal	Mr. Hawkins 115
11. Bid Committee Report	Chancellor Gower 116
11.A. OCC Theater Shop	
11.B. LTC Twelve (12) Fusion Splicer Kits	
11.C. LTC Electrical Service Upgrades Project	
11.D. IECC Synchronous Learning Classrooms	
12. District Finance	Mr. Hawkins 149
12.A. Financial Report	
12.B. Approval of Financial Obligations	
13. Executive Session	Chancellor Gower
14. Approval of Executive Session Minutes	Chancellor Gower
15. Approval of Personnel Report	Mrs. McDowell 158
16. Collective Bargaining	Chancellor Gower
17. Litigation	Chancellor Gower
18. Other Items	
19. Adjournment	

IECC Board of Trustees Meeting  
Tuesday, July 18, 2023 6:15 PM Central

Frontier Community College, Bob Boyles Hall  
2 Frontier Drive  
Fairfield, IL 62837

Guadalupe Amicone: Present via Zoom  
Susan Batchelor: Present  
John Brooks: Present  
Roger Browning: Present  
Gary Carter: Present  
Brenda Culver: Present  
Jan Ridgely: Present  
Barbara Shimer: Present  
Present: 8. Absent: 0

Also present at the meeting, in addition to trustees:

Ryan Gower, Chancellor  
Jay Edgren, President of Frontier Community College/Vice Chancellor Academic Affairs  
Matt Fowler, President of Wabash Valley College/Vice Chancellor Student Affairs  
Roger Eddy, Interim President of Olney Central College  
Alex Cline, Director of Information & Communications Technology  
Ryan Hawkins, Chief Financial Officer/Treasurer  
Andrea McDowell, Director of Human Resources  
Sonja Holtz, Board Secretary

(Note: In accordance with Board of Trustees Policy No. 100.4, the student trustee shall have an advisory vote, to be recorded in the Board Minutes. The advisory vote may not be counted in declaring a motion to have passed or failed.)

1. Call to Order & Roll Call - Chairman Gary Carter called the meeting to order at 6:15 p.m. and directed the Board Secretary Sonja Holtz to call the roll.

2. Welcome from the Chair - Chairman Carter welcomed all who were present for the meeting.

3. Recognition of Visitors and Guests

3.A. Visitors and Guests - None

3.B. IECEA Representative - None

4. Public Comments - None

5. Reports

5.A. Trustees

5.B. Chancellor - Chancellor Gower reviewed current issues and opportunities facing the District.

5.C. Presidents - Reports were presented from the Presidents.

6. Approval of Consent Agenda

Motion to approve the consent agenda as presented. This motion, made by Brenda Culver and seconded by Barbara Shimer, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea  
Yea: 7, Nay: 0

6.A. Disposition of Minutes - Open meeting minutes as prepared for the regular meeting held Tuesday, June 20, 2023 were presented for disposition.

6.B. Policy 100.14 Board of Trustees Mailing List – withdrawal of the policy due to the fact that the mailing list requirement has been repealed and the practice is outdated.

6.C. Policy 100.33 Board Member Leadership Training – minor clarifying additions were made to the policy.

6.D. CAISA/SAFE Memorandum of Understanding – The memo of understanding will allow a continued partnership with CAISA and SAFE that provided advisors for any student or employee who experiences sexual violence.

6.E. Affiliation Agreement- Memorial Health System PTA – Chancellor Gower recommended approval of the affiliation agreement with Memorial Health System (PTA only).

7. Action on Items Removed from Consent Agenda

8. Policy First Reading (and Possible Approval) – Chancellor Gower recommended the second reading be waived and approval of the proposed new policy 500.39 Ethical Recruitment and Admission of Students. The policy provides guidelines for IECC and representative personnel to conduct business pertaining to ethical behaviors related to the marketing, recruiting, and admission of students.

Motion to waive second reading and approve the foregoing policy as recommended. This motion, made by Brenda Culver and seconded by Roger Browning, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea  
Yea: 7, Nay: 0

9. Policy Second Reading - None

10. Staff Recommendations for Approval

10.A. CDB Trust Agreement

Motion to approve the Trust Agreement with First National Bank in Olney that authorizes the Capital Development Board (CDB) to request funds or make payment on account during the completion of the Broadband Telecom Program project at Lincoln Trail College. This motion, made by Susan Batchelor and seconded by Roger Browning, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea  
Yea: 7, Nay: 0

10.B. RAMP FY25

Motion to approve the RAMP project submission as presented. This motion, made by Barbara Shimer and seconded by Roger Browning, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea  
Yea: 7, Nay: 0

11. Bid Committee Report

Motion to approve the acceptance of the bid received from Homes by Schuetz, Olney, IL in the amount of \$58,040.65 for the Science Building East Canopy Replacement for Wabash Valley College and acceptance of the bid received from Cleary Building Corp., Olney, IL in the amount of \$407,538 for a new storage building for Lincoln Trail College. This motion, made by Brenda Culver and seconded by Susan Batchelor, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea  
Yea: 7, Nay: 0

12. District Finance

Motion to approve payment of district financial obligations for July 2023 in the total amount of \$1,141,996.95. This motion, made by Jan Ridgely and seconded by Susan Batchelor, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea  
Yea: 7, Nay: 0

13. Executive Session - None

14. Approval of Executive Session Minutes - None

15. Approval of Personnel Report

**400.1 Employment of Personnel**

**A. Administration**

1. Tona Ambrose, LTC President/Vice Chancellor of Institutional Outreach effective August 7, 2023
2. Chris Simpson, OCC President/Vice Chancellor of Business Operations effective August 7, 2023

**B. Faculty**

1. Todd Byerline, Workforce Education Instructor, IECC effective August 7, 2023

**400.2 Change in Status**

1. Mari Yamato, Part-time to Full-time Art Instructor, OCC effective August 7, 2023
2. Jade Montgomery, Assistant Softball Coach, WVC to Head Softball Coach & Bookstore Manager, WVC effective July 24, 2023
3. Collin Maynard, Assistant Baseball Coach, LTC to Temporary Head Baseball Coach, LTC effective July 24, 2023
4. Morgan McCoy, Accounts Receivable Clerk, FCC to Student Services Specialist, FCC effective July 24, 2023

**400.3 Special Assignment(s)**

**400.4 Approval of Proposed Non-College Employment**

<u>Name</u>	<u>Employer</u>	<u>Hours per Academic Year</u>
Angelia Williams	Good Samaritan Hospital Vincennes, IN LaSalle Behavioral Health Unit	216

**400.5 Resignation Ratification**

1. Kevin Bowers, Athletic Director & Head Baseball Coach, LTC effective June 30, 2023.
2. Andy Cougill, District Librarian, IECC effective August 15, 2023
3. Christina Staley, Early Childhood Instructor, IECC effective July 10, 2023

**400.6 Retirement Ratification**

1. Debbie Bryant, District Learning Specialist (Title III), IECC effective July 31, 2023

Motion to approve the foregoing Personnel Report as presented. This motion, made by Barbara Shimer and seconded by Susan Batchelor, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea  
Yea: 7, Nay: 0

16. Collective Bargaining - None

17. Litigation - None

18. Other Items - None

19. Adjournment

Motion to adjourn at 7:22 p.m. This motion, made by Roger Browning and seconded by Jan Ridgely, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea  
Yea: 7, Nay: 0



MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE August 15, 2023  
RE: Violence Prevention Plan

In accordance with the Campus Security Enhancement Act of 2008, Illinois Eastern Community Colleges maintains a Violence Prevention Plan outlining the multi-disciplinary and multi-jurisdictional violence prevention strategies, including the utilization of a Threat Assessment and Behavioral Intervention Team (TABIT) with representatives from each college and the District Office.

Illinois Eastern Community Colleges is committed to ensuring the safety and security of its students, faculty, staff and visitors. The Violence Prevention Plan continues to provide guidelines which specifically address IECC's position on the prevention, reduction, and management of violence and addresses institutional responsibilities in the areas of educational awareness programs, reporting, and investigative guidelines. The Violence Prevention Plan has been updated to reflect current contact information and TABIT team members. The updated plan will be available to all IECC employees on the Intranet.

I recommend the Board's acceptance of the updated IECC Violence Prevention Plan.

RG/am

Attachment

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE August 15, 2023

RE: Emergency Response Plans 2023

Pursuant to the Campus Security Enhancement Act of 2008 and Illinois Community College Board (ICCB) Administrative Rules, IECC developed and maintains a National Incident Management System (NIMS) compliant, all-hazards emergency response plan for each of the IECC colleges. The plans outline each of the college's procedures for managing major emergencies and incidents that may threaten the health, safety, and welfare of the campus community or disrupt its programs and activities. Each of the four colleges review and update these plans annually. The colleges must test their emergency response procedures annually and make record of the trainings within the response plans. The approved plans are sent to the Illinois Emergency Management Agency (IEMA) Region 9 Coordinator and the ICCB.

I recommend the Board's acceptance of each of the Emergency Response Plans.

RG/am

Attachments

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: August 15, 2023  
RE: Meetings and Minutes Policy 100.3

This policy, based on its last revision date, was targeted for review via the policy and procedure monitoring process formalized earlier this year. Upon review, the policy remains accurate with recommendations for minor clarifications and additions reflective of actual practice pursuant to the Acts.

The proposed revisions have been approved by Cabinet. I would ask the Board to waive the second reading and approve Policy 100.3 as presented.

RG/lb

Attachment

**Meetings and Minutes (100.3)**

Date Adopted: December 19, 1989

Revised: September 20, 2011

Revised: February 21, 2012

Revised: September 15, 2015

Revised: August 15, 2023 (Pending Board Approval)

A.—In matters of Board of Trustee meetings and the resulting minutes, the Board of Trustees shall operate in compliance with the [Open Meetings Act \(OMA\), 5 ILCS 120](#) (~~III. Rev. Statutes, Chapter 102, Par. 41, et seq.~~) and the [Public Community College Act, 110 ILCS 805](#).

**Open Meetings Act Training**

B. Any No later than the 90<sup>th</sup> day after being sworn into office, Board members ~~sworn in after January 1, 2012~~ must successfully complete training on compliance with the Open Meetings Act via the electronic training curriculum developed and administered by the Public Access Counselor. Each Board member who successfully completes the electronic training shall file a copy of the Certificate of Completion with the Secretary ~~of to the Board, of Trustees~~ indicating compliance of this training has been satisfied and will not be needed again. The failure of one or more members to complete the mandated training ~~required~~ does not affect the validity of any action taken by the Board.

IECC has designated the Secretary of the Board as the “training designee”. This designation requires completion of the electronic training curriculum within 30 days of assuming the position and annual OMA training thereafter.

**Meetings**

B.A. Meetings of the Board of Trustees shall be open to the public, except for ~~those~~ purposes listed in the Illinois Open Meetings Act, ~~indicative of discussion as proper for discussion in more suitable for~~ closed meetings ~~or portions of meetings~~.

B. The annual schedule of all regular meetings, including date, time, and location, will be posted on the IECC website by the beginning of each calendar year.

C. The agenda for all regular meetings will be posted on the IECC website, at the District Office, and at the location of the meeting at least 48 hours in advance of the meeting time.

D. Each ~~public open (regular and special)~~ meeting agenda shall contain an agenda item for “Public Comment”. ~~Students, employees, staff, and members of the public~~ may address the Board at that point in the agenda in regard to any item on the agenda, subject to such reasonable restrictions as shall be imposed by the Board at that meeting to ensure the orderly conduct of business. ~~If a large group wishes to address the Board regarding the same issue, comments shall be restricted to a limited number of spokespersons representing the group.~~ The Board reserves the right to limit individual participation to 5 minutes to permit the presentation of all pertinent points of view and information bearing upon a matter before the Board. By allowing “Public Comment”, the Board does not obligate itself to receive or act upon new items introduced or discussed at a Board meeting which are not on the agenda.

~~I.E.~~ In the event the Board agrees to conduct a board meeting utilizing video conference, telephone or other electronic means of communication, a quorum of members of the board must be physically present in order for other members to participate in a board meeting electronically. Therefore, four members of the board will be required to be physically present to establish a quorum to conduct a board meeting utilizing video conference, telephone, or other electronic means of communication. Thereafter, up to three members of the Board will be permitted to connect to a board meeting using electronic means of communication. ~~Exceptions to the physical presence of a quorum are allowed for~~

in the Open Meetings Act during times of health-related emergencies and other disasters and are conducted in accordance with provisions found in Section 7. (e) of the Open Meetings Act.

### **Minutes of Open and Closed Meetings**

**C.** Minutes shall be kept of all meetings, open or closed, to include, at a minimum:

- date, time, and place of the meeting;
- members of the Board recorded as ~~and others~~ either present or absent and whether the members were physically present or present by electronic means; and
- a summary ~~general description~~ of discussion on all matters ~~discussed~~ proposed, deliberated, or decided, and a record of any votes taken.

**D.** The Secretary of the Board ~~of Trustees~~ shall be custodian of all minutes of the Board.

### **Minutes of Closed Meetings**

**E.** Minutes of closed meetings shall be:

- recorded verbatim in the form of an audio or video recording.
- kept confidential if any two Board members state that it is necessary to protect the public interest or the privacy of an individual.
- ~~G. Minutes of closed meetings~~ shall not be made public unless the motion for approval so states, except as otherwise provided by law or policy.
- ~~H. Minutes of closed meetings~~ shall be reviewed at least semi-annually to determine the need for such minutes to remain confidential.

**F.** Approval of minutes of closed meetings shall require the affirmative vote of at least four members.

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: August 15, 2023  
RE: 2023 Program Review Report

The IECC Program Review Report contains a detailed review of specific career and technical education programs and academic transfer disciplines based on quality, cost, need, and equitable outcomes.

During this year's review of programs and services, personnel reviewed seventeen career and technical education programs and the academic discipline of mathematics. Academic support services review consisted of Learning and Tutoring Centers and Career and Placement Services. The cross-disciplinary curriculum review was Developmental Mathematics.

As a result of the program review, programs and services are continually reviewed with a focus on quality, cost, need, equity, and performance. Program review provides an opportunity to update curricula to accommodate changes in the field and identify resource needs, as well as assess support services that contribute to academic programs and the achievement of IECC's mission.

Previously, a link to the IECC 2023 Program Review Report was sent to the Board. The report was approved by the Cabinet on August 2, 2023 and is due to the Illinois Community College Board by September 1, 2023.

I ask the Board's approval for submission of this report to the Illinois Community College Board.

RG/am

## MEMORANDUM

To: IECC Board of Trustees  
From: Ryan Gower; Chancellor  
RE: First-Year Housing Policy 500.40  
Date: 8/15/2023

I am writing to ask the Board of Trustees to consider adopting a new policy that requires first-time, full-time students from outside District 529 to reside in college-affiliated housing during their initial academic year at Illinois Eastern Community Colleges. This policy represents a significant departure for previous practice of being very hands off with private housing, but it holds significant benefits for both the institution and the students we serve.

**Background and Context:** Our four Colleges each have a rich tradition of bringing students from the region, state, nation, and even the world to our campuses to study. Primarily through athletics and our international program, these students have enriched the educational environment for our local students. As our institution works to position itself to attract a student population from a wider region, we can no longer ignore the challenges and opportunities student housing presents. There are several reasons why I believe this policy is important.

### **Rationale:**

1. **Enhanced Student Engagement and Support:** By requiring non-District first-time, full-time students to reside in college-affiliated housing, we create an environment where they have a prescribed level of supervision, and can readily engage with peers, faculty, and academic resources. Our expectation would be that affiliated housing partners, would provide and promote attendance at extracurricular activities, study groups, and campus events, contributing to a more comprehensive college experience.
2. **Improved Retention and Success Rates:** Research consistently demonstrates that students who are actively engaged in their campus community are more likely to persist and succeed in their academic pursuits. The policy aligns with our commitment to student success,

addressing early challenges that may arise from the transition to college life.

3. **Cultural Exchange and Diversity:** Our college community is enriched by the diverse backgrounds and experiences of our students. One of the barriers IECC has had in recruiting students – out-of-state and international – is housing. Understanding that we need to expand our housing options, this policy helps IECC ensure that our students have quality housing arrangements while also facilitating cultural exchange among students from different regions. With the knowledge that we have affiliated housing partners that meet our standards, IECC can promote these housing options in our marketing and outreach activities.
4. **Streamlined Access to Resources:** Proximity to housing-based supervision, college facilities, libraries, tutoring centers ensures that students have easy access to the resources they need to excel academically. This seamless access contributes to their overall satisfaction and achievement.
5. **Reputation.** Whether we want to adopt this policy or not, the reputation of our colleges is impacted by the quality of the housing our non-resident students elect to live in. In most instances, the housing is in close proximity to campus, and in some instances the name of the company is the same as the College mascot. Development of a policy that requires a portion of our non-resident student population to live in college-affiliated housing (and affiliation being provided only when certain standards are met) allows us to safeguard our students and our reputation.

**Implementation:** To ensure the smooth implementation of this policy, I recommend the policy be adopted and made effective Fall of 2024. In the meantime, IECC will continue to develop our “Approved Housing Guidebook” that establishes the roles, standards, and expectations of IECC, our students, and our affiliated housing partners. IECC has, and will continue to have, meetings with current housing partners to shape this guidebook to be something of mutual benefit. Our Marketing and Enrollment Management teams will work closely to develop print and electronic information about available housing options, costs, and application procedures. Our commitment to transparency and clear communication will be paramount as we roll out this new requirement.

I ask that the Board approve this first reading of Policy 500.40, and that it be brought back for a second reading, and potentially approval, on September 19, 2023.

RG



## **STUDENT – 500**

### **First-Year Housing Policy (500.40)**

Illinois Eastern Community Colleges (IECC) is committed to fostering student success and providing a supportive and engaging learning environment. Research demonstrates the numerous positive effects of college-affiliated living, including improved academic performance, enhanced satisfaction with faculty, and a stronger sense of student community. The structured living arrangements offered by college-affiliated housing also aid in student maturation and prepare them for independent living in the future.

In consideration of the benefits of college-affiliated residency, IECC requires all full-time, non-resident first-year students to reside in college-affiliated housing unless an exemption applies.

#### **Exemptions to the Housing Requirement**

1. Students who have been residents of District 529 for at least one calendar year prior to the start of the academic term.
2. Students who reside within a 60-mile radius of the College at their parent's or legal guardian's permanent address (verification may be required).
3. Students enrolled in fewer than 12 credit hours.
4. Students exclusively enrolled in online courses each semester.
5. Students aged 21 or older at the start of the academic term.
6. Students living with a spouse or qualifying domestic partner.
7. Students living with their legal dependents.
8. Veterans of the U.S. military (submission of DD214 may be required).
9. Students who have previously lived in college-affiliated housing for two semesters or earned at least 30 credit hours (excluding dual credit) with IECC or another post-secondary institution.
10. Students with documented medical needs which cannot be accommodated in available college-affiliated housing.
11. Other as exempted by the Registrar.

#### **Exemption Process**

To request an exemption from the housing requirement, students must complete an exemption form provided by the Registrar's Office. This form should be submitted with documented verification of meeting any of the above criteria by July 1 for Fall enrollment and December 1 for Spring enrollment.

#### **Housing Options**

A list of available housing options can be found on the IECC website. We are committed to ensuring a positive and successful college experience for our students, and college-affiliated living is an integral part of this mission.

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: August 15, 2023

RE: Appointment of Board Audit Committee

The Board Audit Committee is charged with oversight of the District's annual audit. The Committee meets with the District's auditors and makes a complete review of the Audit Report. Committee members then report to the Board and at that time the Board takes action on the District's required annual audit.

I recommend the board consider the appointment of Trustee Roger Browning and Trustee Jan Ridgely to serve as members of the Audit Committee.

RG/akb

MEMORANDUM

To: IECC Board of Trustees  
From: Ryan Gower  
RE: Student Recreation Fee Changes – LTC  
Date: 8/15/2023

With the construction of the Crawford County Recreation Center nearing completion, there is an opportunity for the Board to ensure LTC students have equitable and affordable access to the facility and its programs. We are recommending the following changes to the Miscellaneous Fees on page 43 of the IECC Catalog:

- 1) Removal of the \$15.00 LTC Natatorium Fee. Effective immediately.
- 2) The addition of an \$80/semester Recreation Center Fee for LTC students who enroll in 12 hours or more during the fall or spring semesters. Effective Spring 2024.

It is never easy to recommend a fee that increases the student cost of attendance, but the benefits – both direct and indirect – justify the application of this fee in this case. They include:

- 1) Enhanced Student Well-Being: The CCRC facilities and programs will promote physical and mental health for LTC students. Numerous studies support the positive relationship between physical exercise and mental well-being and academic success.
- 2) Foster Community. The CCRC will be a place where students, staff, and community can interact and build meaningful relationships. Research is clear that the early development of social connections is the best predictor of student persistence and retention.
- 3) Attract Academic Students: The ability to use the CCRC will help LTC attract students from a wider region as students are looking for places to live and learn. Higher enrollments/volume helps keep costs in other areas down.
- 4) Offer Wholesome Alternatives: It is important for students to have access to activities that are wholesome and healthy. Membership in the CCRC will create access to events, activities, and programs that are healthy alternatives to what students might otherwise engage in.
- 5) Improved Campus Environment: Students frequently cite the desire to have a more energy and activities on campus. To do this, there needs to be a revenue stream to sustain activity. IECC has committed a large sum of money to bring the center to campus, and it is reasonable to have students support a small portion of its operation through the application of a modest fee.
- 6) Ensure Sustainable Access & Reliable Funding: The mandatory fee would provide equitable access for all students as it is a discounted rate (~20/month) from what students pay individually (~40/month). This fee allows students to have access to the center that otherwise may not be able to participate OR who may need to wait until Pell disburses in October to be able to pay for membership. Inclusion in our tuition and fees makes the charge Pell/MAP and external scholarship eligible, and ensures students will have access at the start of the semester.

I ask for the Board to approve the \$80 semester fee for full-time LTC students effective Spring 2024.

RG

TO: Board of Trustees

FROM: Ryan Gower

DATE: August 15, 2023

RE: Resolution authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of improving District facilities, in and for the District, and for the issue of not to exceed \$7,000,000 General Obligation Debt Certificates (Limited Tax) of the District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

The attached resolution is presented for consideration by the Board of Trustees to begin the process to issue debt certificates for the purposes of funding facility additions and renovations across the District. The resolution establishes parameters for the issuance including maximum face value, final maturity and call features of the proposed debt certificates.

The parameters of the debt certificates are set at a not to exceed limit of \$7,000,000 in face value. The value has been established to allow for adjustments as final cost estimates continue to come in on the proposed projects of the District. At this time, we anticipate the debt certificates to be issued for less than the maximum parameters.

The issuance of the debt certificates is the first step in the process of the District being able to issue funding bonds to establish a tax levy to pay both the principal and interest. The debt certificates do not allow for money to be levied and collected to service the debt. It is expected that funding bonds will be priced and closed in December. The funding bonds being considered will be tax-exempt and preliminary estimates provide that there will be no impact to the overall historic tax levy amount for bonds and interest.

I ask the Board's approval of the attached resolution.

RG/akb  
Attachment

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, held at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, in said Community College District at 6:15 o'clock P.M., on the 15th day of August, 2023.

\* \* \*

The meeting was called to order by the Chairman, and upon the roll being called, Gary Carter, the Chairman, and the following Trustees were physically present at said location:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_ (non-voting student trustee).

The following Trustees were allowed by a majority of the members of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

\_\_\_\_\_

The Chairman announced that the next item for consideration was the issuance of not to exceed \$7,000,000 General Obligation Debt Certificates (Limited Tax) to be issued by the District pursuant to Section 17(b) of the Local Government Debt Reform Act, and that the Board of Trustees would consider the adoption of a resolution providing for an Installment Purchase Agreement in order to alter, repair and equip District facilities and improve the sites thereof, all for community college purposes, authorizing the issuance of said Certificates evidencing the rights to payment under said Agreement and providing for the sale of said Certificates. The Chairman

then explained that the resolution sets forth the parameters for the issuance of said Certificates and sale thereof by designated officials of the District and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest and purchase price for said Certificates.

Whereupon Trustee \_\_\_\_\_ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of improving District facilities, in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and for the issue of not to exceed \$7,000,000 General Obligation Debt Certificates (Limited Tax) of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

\* \* \*

WHEREAS, Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), is a community college district of the State of Illinois operating under and pursuant to the Public Community College Act of the State of Illinois, as amended (the "*Public Community College Act*"), the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the "*Installment Purchase Provisions*"); and

WHEREAS, the Board of Trustees of the District (the "*Board*") has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District to alter, repair and equip District facilities and improve the sites thereof (the "*Project*"), all for community college purposes and as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work (the "*Related Expenses*") and to the Agreement hereinafter provided for in this Resolution to be not less than \$7,000,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the District are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in the amount of not to exceed \$7,000,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the “*Agreement*”); name as counter-party to the Agreement the Treasurer of the Board (the “*Treasurer*”), as nominee-seller; authorize the Chairman (the “*Chairman*”) and Secretary (the “*Secretary*”) of the Board to execute and attest, respectively, the Agreement on behalf of the District and to file same with the Secretary in his or her capacity as keeper of the records and files of the District; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of not to exceed \$7,000,000:

NOW THEREFORE Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.



*Section 2. Authorization.* It is necessary and advisable for the residents of the District to pay the costs of the Project, including all Related Expenses, and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of certificates evidencing the indebtedness incurred under the Agreement.

*Section 3. Agreement is a General Obligation; Annual Budget.* The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the District payable from any funds of the District lawfully available for such purpose. The District represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

*Section 4. Execution and Filing of the Agreement.* From and after the effective date of this Resolution, the Chairman and Secretary be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Resolution, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary and retained in the District records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

*Section 5. Form of Agreement.* The Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for the purpose of paying the cost of improving District facilities, in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

\* \* \*

THIS INSTALLMENT PURCHASE AGREEMENT (this “*Agreement*”) dated as of \_\_\_\_\_, 20\_\_\_\_, by and between the Treasurer of the Board of Trustees (the “*Board*”) of the District (as hereinafter defined), as Nominee-Seller (the “*Seller*”), and Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, a community college district of the State of Illinois (the “*District*”):

**WITNESSETH**

A. The Board has determined to alter, repair and equip District facilities and improve the sites thereof (the “*Project*”), all for community college purposes and as previously approved by the Board and on file with the Secretary of the Board (the “*Secretary*”).

B. Pursuant to the provisions of the Public Community College Act of the State of Illinois (the “*Public Community College Act*”), the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (the “*Installment Purchase Provisions*”), in each case, as supplemented and amended (collectively “*Applicable Law*”), the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise

reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 15th day of August, 2023, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted a resolution (the “*Resolution*”) authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Resolution is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Resolution is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct and acquire the Project on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the District.

2. CONVEYANCE

The District conveys to the Seller any portion of the Project heretofore acquired by the District and to be paid from proceeds of the Certificates (as defined in the Resolution). The Seller agrees to convey each part of the Project to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Project from the Seller and

pay for the Project the purchase price of \$\_\_\_\_\_ ; plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$\_\_\_\_\_, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificates.

### 3. PAYMENTS

The payment of the entire sum of \$\_\_\_\_\_ of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Resolution.

### 4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Resolution.

### 5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Resolution, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. TITLE

(a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the District.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. LAWFUL CORPORATE OBLIGATION

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from the general funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done

precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

**9. NO SEPARATE TAX**

**THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.**

**10. DEFAULT**

In the event of a default in payment hereunder by the District, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the Secretary of the Board, and the District has caused this Installment Purchase Agreement to be executed by the Chairman of its Board, and also attested by the Secretary of its Board, all as of the day and year first above written.

SELLER:      Signature: \_\_\_\_\_ SPECIMEN \_\_\_\_\_

Ryan Hawkins  
as Nominee-Seller and the Treasurer of the  
Board of Trustees

ATTEST:

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

COMMUNITY COLLEGE DISTRICT NO. 529,  
COUNTIES OF RICHLAND, CLARK, CLAY,  
CRAWFORD, CUMBERLAND, EDWARDS,  
HAMILTON, JASPER, LAWRENCE, WABASH,  
WAYNE AND WHITE AND STATE OF  
ILLINOIS

\_\_\_\_\_  
SPECIMEN  
Chairman, Board of Trustees

ATTEST:

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

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF RICHLAND        )

**CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees (the “*Board*”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, there was filed in my office a properly certified copy of that certain document, executed by the Chairman of the Board, attested by me in my capacity as Secretary of the Board, and further executed, as Nominee-Seller, by the Treasurer of the Board, also attested by me, dated as of \_\_\_\_\_, 20\_\_\_\_, and entitled “INSTALLMENT PURCHASE AGREEMENT for the purpose of paying the cost of improving District facilities, in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois”; and supporting the issuance of certain General Obligation Debt Certificates (Limited Tax), Series 20\_\_\_\_, of the District; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.



IN WITNESS WHEREOF I hereunto affix my official signature, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

*Section 6. Certificate Details.* For the purpose of providing for the Project, there shall be issued and sold certificates of the District, in one or more series, in a principal amount not to exceed \$7,000,000, and such certificates, if issued, shall be designated “General Obligation Debt Certificates (Limited Tax), Series 202[ ]” (the “*Certificates*”) with such additional series designations as set forth in the Certificate Notification (as hereinafter defined). The Certificates shall be dated the date of the issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 each and multiples of \$5,000 in excess thereof (unless otherwise set forth in the Certificate Notification) (but no single Certificate shall represent installments of principal maturing on more than one date) or such other denominations as set forth in the Certificate Notification, and shall be numbered 1 and upward. The Certificates shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter set forth) on December 1 of each of the years (not later than 2033), in the amounts (not exceeding \$1,000,000 per year) and bearing interest at the interest rates per annum (not exceeding 7.00%) as set forth in the Certificate Notification. The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Certificate Notification, and on June 1 and December 1 of each year thereafter to maturity.

Interest on each Certificate shall be paid by check or draft of the Treasurer, the Purchaser (as hereinafter defined) or a bank or trust company authorized to do business in the State of Illinois (as set forth in the Certificate Notification), as certificate registrar and paying agent (the “*Certificate Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the

15th day of the month next preceding the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office or the principal corporate trust office (the "*Principal Office*") of the Certificate Registrar.

The Certificates shall be signed by the manual or facsimile signatures of the Chairman and Secretary, and shall be registered, numbered and countersigned by the manual or facsimile signature of the Treasurer, as they shall determine, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Resolution. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

*Section 7. Registration of Certificates; Persons Treated as Owners. (a). General.* The District shall cause books (the "*Certificate Register*") for the registration and for the transfer of the Certificates as provided in this Resolution to be kept at the Principal Office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the District. The District is

authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the Principal Office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however*, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any

Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

(b) *Global Book-Entry System.* The Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities of the Certificates determined as described in Section 6 hereof. If requested by the Purchaser, upon initial issuance, the ownership of each such Certificate shall be registered in the Certificate Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). In such event, all of the outstanding Certificates shall be registered in the Certificate Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Chairman and Secretary and the President, Vice President of Administrative Services/CFO and any other business official of the District and the Certificate Registrar are each authorized to execute and deliver, on behalf of the District, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Certificates by wire transfer.

With respect to Certificates registered in the Certificate Register in the name of Cede, as nominee of DTC, the District and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds

Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the District and the Certificate Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to the principal of or interest on the Certificates. The District and the Certificate Registrar may treat and consider the person in whose name each Certificate is registered in the Certificate Register as the holder and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Certificate Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective registered owners of the Certificates, as shown in the Certificate Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of the principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner of a Certificate as shown in the Certificate Register, shall receive a Certificate evidencing the obligation of the District to make payments of principal and interest with respect to any Certificate. Upon delivery by DTC to the Certificate Registrar of written notice to the effect that DTC has determined to

substitute a new nominee in place of Cede, and subject to the provisions in Section 6 hereof with respect to the payment of interest to the registered owners of Certificates at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name “Cede” in this Resolution shall refer to such new nominee of DTC.

In the event that (i) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the District, the Certificate Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the District determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the District shall notify DTC and DTC Participants of the availability through DTC of certificated Certificates and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of Cede, as nominee of DTC. At that time, the District may determine that the Certificates shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the District, or such depository’s agent or designee, and if the District does not select such alternate universal book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions of Section 7(a) hereof.

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Certificate is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the name provided in the Representation Letter.

*Section 8. Redemption. (a) Optional Redemption.* All or a portion of the Certificates, if any, due on and after the date, if any, specified in the Certificate Notification shall be subject to

redemption prior to maturity at the option of the District from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000, in any order of their maturity as determined by the District (less than all of the Certificates of a single maturity to be selected by the Certificate Registrar), on the date specified in the Certificate Notification, if any, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption.* The Certificates maturing on the date or dates, if any, indicated in the Certificate Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date for such Certificates, on December 1 of the years, if any, and in the principal amounts, if any, as indicated in such Certificate Notification.

The principal amounts of Certificates to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Certificates credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the District may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Certificate Registrar may, and if directed by the Board shall, purchase Certificates required to be retired on such mandatory redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Certificates shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof subject to the limitations set forth in this section. The District shall, at least twenty (20) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount and maturity or maturities of Certificates to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates of a single maturity, the particular



Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar from the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

The Certificate Registrar shall promptly notify the District in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

*Section 9. Redemption Procedure.* Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least twenty (20) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office of the Certificate Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the District shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the District, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the District shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, and notwithstanding the failure to receive such notice, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any

Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

*Section 10. Form of Certificate.* The Certificates shall be in substantially the following form; *provided, however,* that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [11] shall be inserted immediately after paragraph [1]:

[Form of Certificate - Front Side]

REGISTERED  
No. \_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**

**STATE OF ILLINOIS**

**COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON,  
JASPER, LAWRENCE, WABASH, WAYNE AND WHITE**

**COMMUNITY COLLEGE DISTRICT NO. 529**

**GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 202[\_\_\_]**

See Reverse Side for  
Additional Provisions

Interest Rate: \_\_\_\_%      Maturity Date: \_\_\_\_\_ 1, 20\_\_      Dated Date: \_\_\_\_\_, 20\_\_      [CUSIP \_\_\_\_\_]

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "District"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid on June 1 and December 1 of each year, commencing \_\_\_\_\_, 20\_\_, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal [corporate trust] office

of \_\_\_\_\_, \_\_\_\_\_, as certificate registrar and paying agent (the “*Certificate Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District legally available for such purpose, and that the District shall budget funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

[4] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[5] IN WITNESS WHEREOF said Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, by its Board of Trustees, has caused this Certificate to be signed by the manual or duly authorized facsimile signatures of the Chairman and Secretary of said Board of Trustees, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer of said Board of Trustees, all as of the Dated Date identified above.

\_\_\_\_\_  
SPECIMEN  
Chairman, Board of Trustees

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

Registered, Numbered and Countersigned:

\_\_\_\_\_  
SPECIMEN  
Treasurer, Board of Trustees

Date of Authentication: \_\_\_\_\_, 20\_\_

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar and Paying Agent:  
\_\_\_\_\_  
\_\_\_\_\_

This Certificate is one of the Certificates described in the within-mentioned resolution and is one of the General Obligation Debt Certificates (Limited Tax), Series 202[\_\_\_], of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

\_\_\_\_\_,  
as Certificate Registrar

By \_\_\_\_\_ SPECIMEN  
Authorized Officer

[Form of Certificate - Reverse Side]

**COMMUNITY COLLEGE DISTRICT NO. 529**

**COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON,  
JASPER, LAWRENCE, WABASH, WAYNE AND WHITE AND STATE OF ILLINOIS**

**GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 202[\_\_]**

[6] This Certificate is one of a series of certificates issued by the District to alter, repair and equip District facilities and improve the sites thereof, all for community college purposes, in full compliance with the provisions of the Public Community College Act of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Board of Trustees of the District by a resolution duly and properly adopted for that purpose, in all respects as provided by law. The Certificates issued by the District in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the “*Agreement*”), dated as of \_\_\_\_\_, 20\_\_, entered into by and between the District and the Treasurer of the Board, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[7] [Optional and Mandatory Redemption provisions, as applicable, will be inserted here].

[8] [Notice of any such redemption shall be sent by first class mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for



redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

[9] This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal [corporate trust] office of the Certificate Registrar in \_\_\_\_\_, \_\_\_\_\_, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Certificates are issued in fully registered form in the denomination of \$\_\_\_\_\_ each and authorized integral multiples of \$\_\_\_\_\_ in excess thereof. This Certificate may be exchanged at the principal [corporate trust] office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates].

[11] The District and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

**(ASSIGNMENT)**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

*Section 11. Sale of Certificates.* Either the Chairman or the Vice Chairman of the Board, together with the Chief Financial Officer of the District (the “*Designated Representatives*”) are hereby authorized to proceed not later than the 15th day of February, 2024, without any further authorization or direction from the Board, to sell the Certificates in one or more series upon the terms as prescribed in this Resolution. The Certificates hereby authorized shall be executed as in this Resolution provided as soon after the delivery of the Certificate Notification, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Certificate Registrar, be delivered by the Treasurer to the purchaser or purchasers thereof (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 97.00% of the principal amount of the Certificates (exclusive of original issue discount, if any), plus accrued interest to date of delivery, if any.

Each Purchaser of a series of the Certificates shall be: (a) pursuant to a competitive sale conducted by PMA Securities, LLC, Naperville, Illinois (“*PMA*”), the best bidder for the

Certificates; (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of *The Bond Buyer's Municipal Marketplace*; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Debt Reform Act or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that the Purchaser as set forth in either (b) or (c) shall be selected only upon the recommendation of PMA that the sale of such Certificates on a negotiated or private placement basis to such Purchaser is in the best interest of the District because of (i) the pricing of such Certificates by such Purchaser, (ii) then current market conditions or (iii) the timing of the sale of such Certificates; and further *provided*, that a Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with PMA if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the District.

Prior to the sale of the Certificates, the Chairman, the Treasurer, the President, the Chief Financial Officer of the District or any other business official of the District is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Certificates, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Certificates treating the fee paid as interest on the Certificates) is less than the present value of the interest reasonably expected to be saved on the Certificates over the term of the Certificates as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Certificates, the Designated Representatives shall prepare a Notification of Sale of the Certificates, which shall include the pertinent details of sale as provided herein (the "*Certificate Notification*"). In the Certificate Notification for the Certificates, the

Designated Representatives shall find and determine that the Certificates have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Certificates does not exceed the maximum rate otherwise authorized by applicable law. The Certificate Notification shall be entered into the records of the District and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Certificate Notification.

Upon the sale of the Certificates, as evidenced by the execution and delivery of the Certificate Notification by the Designated Representatives, the Chairman, the Treasurer, the President of the District, the Chief Financial Officer of the District and any other officer of the District, as shall be appropriate, shall be and are each hereby authorized and directed to approve or execute, or both, such documents of sale of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the District and the Purchaser or Purchasers (which may be evidenced by an executed bid form or term sheet) (each a "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract; the surety bond executed by the Treasurer of the Board in connection with the issuance of the Certificates as required by Section 3-19 of the Public Community College Act is hereby approved and shall be filed with the County Clerks of The Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, Illinois; and the Certificates before being issued shall be registered, numbered and countersigned by the Treasurer, such registration being

made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Certificates (the “*Official Statement*”) and the use by the District of any Term Sheet relating to the Certificates is hereby ratified, approved and authorized; the execution and delivery of the Official Statement and the Term Sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Resolution, said Preliminary Official Statement, the Official Statement, the Term Sheet and the Certificates.

*Section 12. Use of Certificate Proceeds.* Accrued interest received on the delivery of the Certificates is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the “General Obligation Debt Certificate (Limited Tax) Fund of 202[ ]” (the “*Certificate Fund*”), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the “Project Fund of 202[ ]” (the “*Project Fund*”), hereby created. It is hereby found and determined and hereby declared and set forth that the Board (i) has not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the

Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (“*Work Contracts*”) have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represent and covenant that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the District for same.

2. Pursuant to this Resolution or subsequent resolution or resolutions to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. The Work Contracts attached hereto as *Exhibit 1* are hereby identified to the Agreement. This Resolution, any such further resolution and said Work Contracts shall be filed of record with the Secretary and the Treasurer. The adoption and filing of any such resolution or resolutions and the Work Contracts with such officers shall constitute authority for the Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the District already in existence and in accordance with good accounting

practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created. At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of the District from the proceeds of the Certificates.

*Section 13. Non-Arbitrage and Tax-Exemption.* The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “*Code*”), or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the “*IRS*”) of the exemption from federal income taxation for interest paid on the Certificates, under present rules, the District may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the purchasers and holders of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificates and affects the tax-exempt status of the Certificates.

The Board hereby authorizes the officials of the District responsible for issuing the Certificates, the same being the Chairman, Secretary and Treasurer of the Board, to make such further covenants and certifications regarding the specific use of the proceeds of the Certificates

as approved by the Board and as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

*Section 14. Designation of Issue.* The District hereby designates each of the Certificates as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

*Section 15. List of Certificateholders.* The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

*Section 16. Duties of Certificate Registrar.* If requested by the Certificate Registrar, the Chairman and Secretary are authorized to execute the Certificate Registrar’s standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;



(b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Certificates as provided herein;

(d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the District at least annually a certificate with respect to Certificates cancelled and/or destroyed; and

(f) to furnish the District at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

*Section 17. Continuing Disclosure Undertaking.* The Chairman of the Board is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the District as herein provided, the Continuing Disclosure Undertaking will be binding on the District and the officers, employees and agents of the District, and the officers, employees and agents of the District are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Resolution, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Certificate to seek mandamus or specific performance by court order to cause the District to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 18. Municipal Bond Insurance.* In the event the payment of principal and interest on the Certificates is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal

Bond Insurance Policy shall be in full force and effect, the District and the Certificate Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Certificates, subrogation of the rights of the Certificateholders to the Bond Insurer upon payment of the Certificates by the Bond Insurer, amendment hereof, or other terms, as approved by the Chairman of the Board on advice of counsel, his or her approval to constitute full and complete acceptance by the District of such terms and provisions under authority of this Section.

*Section 19. Record-Keeping Policy and Post-Issuance Compliance Matters.* On the 20th day of January, 2015, the Board adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the District, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the District hereby reaffirm the Policy.

*Section 20. Severability.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 21. Repeal.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted August 15, 2023.

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Chairman, Board of Trustees

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Secretary, Board of Trustees

**EXHIBIT 1**  
**WORK CONTRACTS**

Trustee \_\_\_\_\_ moved and Trustee \_\_\_\_\_ seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following Trustees voted NAY: \_\_\_\_\_  
\_\_\_\_\_

Whereupon the Chairman declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

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

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF RICHLAND        )

**CERTIFICATION OF MINUTES AND RESOLUTION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*Board*”), and as such official am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 15th day of August, 2023, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of improving District facilities, in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and for the issue of not to exceed \$7,000,000 General Obligation Debt Certificates (Limited Tax) of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Public Community College Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 15th day of August, 2023.

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Secretary, Board of Trustees

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF RICHLAND        )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Treasurer of the Board of Trustees (the “Board”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and as such official I do hereby certify that on the 15th day of August, 2023, there was filed in my office and has been deposited in the official files and records of my office a properly certified copy of a resolution adopted by the Board on the 15th day of August, 2023, and entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of improving District facilities, in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and for the issue of not to exceed \$7,000,000 General Obligation Debt Certificates (Limited Tax) of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

together with any Work Contracts identified by the adoption of said resolution and attached thereto as *Exhibit 1*, and that the same have all been deposited in, and all as appears from, the official files and records of my office.



IN WITNESS WHEREOF, I hereunto affix my official signature, this 15th day of August,  
2023.

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Treasurer, Board of Trustees

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, held at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, in said Community College District at 6:15 o'clock P.M., on the 15th day of August, 2023.

\* \* \*

The meeting was called to order by the Chairman, and upon the roll being called, Gary Carter, the Chairman, and the following Trustees were physically present at said location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ (non-voting student trustee).

The following Trustees were allowed by a majority of the members of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: \_\_\_\_\_

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

The Chairman announced that the next item for consideration was the issuance of not to exceed \$7,000,000 General Obligation Debt Certificates (Limited Tax) to be issued by the District pursuant to Section 17(b) of the Local Government Debt Reform Act, and that the Board of Trustees would consider the adoption of a resolution providing for an Installment Purchase Agreement in order to alter, repair and equip District facilities and improve the sites thereof, all for community college purposes, authorizing the issuance of said Certificates evidencing the

rights to payment under said Agreement and providing for the sale of said Certificates. The Chairman then explained that the resolution sets forth the parameters for the issuance of said Certificates and sale thereof by designated officials of the District and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest and purchase price for said Certificates.

Whereupon Trustee \_\_\_\_\_ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of improving District facilities, in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and for the issue of not to exceed \$7,000,000 General Obligation Debt Certificates (Limited Tax) of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

\* \* \*

WHEREAS, Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), is a community college district of the State of Illinois operating under and pursuant to the Public Community College Act of the State of Illinois, as amended (the "*Public Community College Act*"), the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the "*Installment Purchase Provisions*"); and

WHEREAS, the Board of Trustees of the District (the "*Board*") has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District to alter, repair and equip District facilities and improve the sites thereof (the "*Project*"), all for community college purposes and as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work (the "*Related Expenses*") and to the Agreement hereinafter provided for in this Resolution to be not less than \$7,000,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the District are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in the amount of not to exceed \$7,000,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the "*Agreement*"); name as counter-party to the Agreement the Treasurer of the Board (the "*Treasurer*"), as nominee-seller; authorize the Chairman (the "*Chairman*") and Secretary (the "*Secretary*") of the Board to execute and attest, respectively, the Agreement on behalf of the District and to file same with the Secretary in his or her capacity as keeper of the records and files of the District; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of not to exceed \$7,000,000:

NOW THEREFORE Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2. Authorization.* It is necessary and advisable for the residents of the District to pay the costs of the Project, including all Related Expenses, and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of certificates evidencing the indebtedness incurred under the Agreement.

*Section 3. Agreement is a General Obligation; Annual Budget.* The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the District payable from any funds of the District lawfully available for such purpose. The District represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

*Section 4. Execution and Filing of the Agreement.* From and after the effective date of this Resolution, the Chairman and Secretary be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Resolution, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary and retained in the District records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

*Section 5. Form of Agreement.* The Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for the purpose of paying the cost of improving District facilities, in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

\* \* \*

THIS INSTALLMENT PURCHASE AGREEMENT (this "Agreement") dated as of \_\_\_\_\_, 20\_\_\_\_, by and between the Treasurer of the Board of Trustees (the "Board") of the District (as hereinafter defined), as Nominee-Seller (the "Seller"), and Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, a community college district of the State of Illinois (the "District"):

**WITNESSETH**

A. The Board has determined to alter, repair and equip District facilities and improve the sites thereof (the "Project"), all for community college purposes and as previously approved by the Board and on file with the Secretary of the Board (the "Secretary").

B. Pursuant to the provisions of the Public Community College Act of the State of Illinois (the "Public Community College Act"), the Local Government Debt Reform Act of the State of Illinois (the "Debt Reform Act"), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (the "Installment Purchase Provisions"), in each case, as supplemented and amended (collectively "Applicable Law"), the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or



otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 15th day of August, 2023, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted a resolution (the “*Resolution*”) authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Resolution is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Resolution is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct and acquire the Project on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the District.

2. CONVEYANCE

The District conveys to the Seller any portion of the Project heretofore acquired by the District and to be paid from proceeds of the Certificates (as defined in the Resolution). The Seller agrees to convey each part of the Project to the District and to perform all necessary work

and convey all necessary equipment; and the District agrees to purchase the Project from the Seller and pay for the Project the purchase price of \$ \_\_\_\_\_; plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$ \_\_\_\_\_, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificates.

### 3. PAYMENTS

The payment of the entire sum of \$ \_\_\_\_\_ of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Resolution.

### 4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Resolution.

## 5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Resolution, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

## 6. TITLE

(a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the District.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

## 7. LAWFUL CORPORATE OBLIGATION

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from the general funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

**THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.**

10. DEFAULT

In the event of a default in payment hereunder by the District, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the Secretary of the Board, and the District has caused this Installment Purchase Agreement to be executed by the Chairman of its Board, and also attested by the Secretary of its Board, all as of the day and year first above written.

SELLER:      Signature: \_\_\_\_\_ SPECIMEN \_\_\_\_\_

Ryan Hawkins  
as Nominee-Seller and the Treasurer of the  
Board of Trustees

ATTEST:

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

COMMUNITY COLLEGE DISTRICT NO. 529,  
COUNTIES OF RICHLAND, CLARK, CLAY,  
CRAWFORD, CUMBERLAND, EDWARDS,  
HAMILTON, JASPER, LAWRENCE, WABASH,  
WAYNE AND WHITE AND STATE OF  
ILLINOIS

\_\_\_\_\_  
SPECIMEN  
Chairman, Board of Trustees

ATTEST:

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

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF RICHLAND        )

**CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees (the “*Board*”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, there was filed in my office a properly certified copy of that certain document, executed by the Chairman of the Board, attested by me in my capacity as Secretary of the Board, and further executed, as Nominee-Seller, by the Treasurer of the Board, also attested by me, dated as of \_\_\_\_\_, 20\_\_, and entitled “INSTALLMENT PURCHASE AGREEMENT for the purpose of paying the cost of improving District facilities, in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois”; and supporting the issuance of certain General Obligation Debt Certificates (Limited Tax), Series 20\_\_, of the District; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I hereunto affix my official signature, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

*Section 6. Certificate Details.* For the purpose of providing for the Project, there shall be issued and sold certificates of the District, in one or more series, in a principal amount not to exceed \$7,000,000, and such certificates, if issued, shall be designated “General Obligation Debt Certificates (Limited Tax), Series 202[ ]” (the “*Certificates*”) with such additional series designations as set forth in the Certificate Notification (as hereinafter defined). The Certificates shall be dated the date of the issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 each and multiples of \$5,000 in excess thereof (unless otherwise set forth in the Certificate Notification) (but no single Certificate shall represent installments of principal maturing on more than one date) or such other denominations as set forth in the Certificate Notification, and shall be numbered 1 and upward. The Certificates shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter set forth) on December 1 of each of the years (not later than 2033), in the amounts (not exceeding \$1,000,000 per year) and bearing interest at the interest rates per annum (not exceeding 7.00%) as set forth in the Certificate Notification. The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Certificate Notification, and on June 1 and December 1 of each year thereafter to maturity.

Interest on each Certificate shall be paid by check or draft of the Treasurer, the Purchaser (as hereinafter defined) or a bank or trust company authorized to do business in the State of Illinois (as set forth in the Certificate Notification), as certificate registrar and paying agent (the “*Certificate Registrar*”), payable upon presentation in lawful money of the United States of



America, to the person in whose name such Certificate is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office or the principal corporate trust office (the "*Principal Office*") of the Certificate Registrar.

The Certificates shall be signed by the manual or facsimile signatures of the Chairman and Secretary, and shall be registered, numbered and countersigned by the manual or facsimile signature of the Treasurer, as they shall determine, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Resolution. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

*Section 7. Registration of Certificates; Persons Treated as Owners. (a). General.* The District shall cause books (the "*Certificate Register*") for the registration and for the transfer of the Certificates as provided in this Resolution to be kept at the Principal Office of the

Certificate Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the Principal Office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however*, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

(b) *Global Book-Entry System.* The Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities of the Certificates determined as described in Section 6 hereof. If requested by the Purchaser, upon initial issuance, the ownership of each such Certificate shall be registered in the Certificate Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). In such event, all of the outstanding Certificates shall be registered in the Certificate Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Chairman and Secretary and the President, Vice President of Administrative Services/CFO and any other business official of the District and the Certificate Registrar are each authorized to execute and deliver, on behalf of the District, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Certificates by wire transfer.

With respect to Certificates registered in the Certificate Register in the name of Cede, as nominee of DTC, the District and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the District and the Certificate Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to the principal of or interest on the Certificates. The District and the Certificate Registrar may treat and consider the person in whose name each Certificate is registered in the Certificate Register as the holder and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Certificate Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective registered owners of the Certificates, as shown in the Certificate Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of the principal of and interest on the Certificates to the extent of the sum or sums so paid. No person

other than a registered owner of a Certificate as shown in the Certificate Register, shall receive a Certificate evidencing the obligation of the District to make payments of principal and interest with respect to any Certificate. Upon delivery by DTC to the Certificate Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 6 hereof with respect to the payment of interest to the registered owners of Certificates at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Resolution shall refer to such new nominee of DTC.

In the event that (i) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the District, the Certificate Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the District determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the District shall notify DTC and DTC Participants of the availability through DTC of certificated Certificates and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of Cede, as nominee of DTC. At that time, the District may determine that the Certificates shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the District, or such depository's agent or designee, and if the District does not select such alternate universal book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions of Section 7(a) hereof.

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Certificate is registered in the name of Cede, as nominee of DTC, all payments with respect to

principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the name provided in the Representation Letter.

*Section 8. Redemption.* (a) *Optional Redemption.* All or a portion of the Certificates, if any, due on and after the date, if any, specified in the Certificate Notification shall be subject to redemption prior to maturity at the option of the District from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000, in any order of their maturity as determined by the District (less than all of the Certificates of a single maturity to be selected by the Certificate Registrar), on the date specified in the Certificate Notification, if any, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption.* The Certificates maturing on the date or dates, if any, indicated in the Certificate Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date for such Certificates, on December 1 of the years, if any, and in the principal amounts, if any, as indicated in such Certificate Notification.

The principal amounts of Certificates to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Certificates credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the District may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Certificate Registrar may, and if directed by the Board shall, purchase Certificates required to be retired on such mandatory redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Certificates shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof subject to the limitations set forth in this section. The District shall, at least twenty (20) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount and maturity or maturities of Certificates to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates of a single maturity, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar from the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

The Certificate Registrar shall promptly notify the District in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

*Section 9. Redemption Procedure.* Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least twenty (20) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate

Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office of the Certificate Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the District shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the District, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the District shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.



Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, and notwithstanding the failure to receive such notice, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

*Section 10. Form of Certificate.* The Certificates shall be in substantially the following form; *provided, however,* that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [11] shall be inserted immediately after paragraph [1]:

[Form of Certificate - Front Side]

REGISTERED  
NO. \_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**

**STATE OF ILLINOIS**

**COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON,  
JASPER, LAWRENCE, WABSAH, WAYNE AND WHITE**

**COMMUNITY COLLEGE DISTRICT NO. 529**

**GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 202[\_\_\_]**

See Reverse Side for  
Additional Provisions

Interest Maturity Dated  
Rate: \_\_\_\_% Date: \_\_\_\_\_ 1, 20\_\_ Date: \_\_\_\_\_, 20\_\_ [CUSIP \_\_\_\_\_]

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "District"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid on June 1 and December 1 of each year, commencing \_\_\_\_\_, 20\_\_, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal [corporate trust] office of \_\_\_\_\_, \_\_\_\_\_, as certificate registrar and

paying agent (the “*Certificate Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District legally available for such purpose, and that the District shall budget funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

[4] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[5] IN WITNESS WHEREOF said Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, by its Board of Trustees, has caused this Certificate to be signed by the manual or duly authorized facsimile signatures of the Chairman and Secretary of said Board of Trustees, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer of said Board of Trustees, all as of the Dated Date identified above.

\_\_\_\_\_  
SPECIMEN  
Chairman, Board of Trustees

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

Registered, Numbered and Countersigned:

\_\_\_\_\_  
SPECIMEN  
Treasurer, Board of Trustees

Date of Authentication: \_\_\_\_\_, 20\_\_

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar and Paying Agent:  
\_\_\_\_\_  
\_\_\_\_\_

This Certificate is one of the Certificates described in the within-mentioned resolution and is one of the General Obligation Debt Certificates (Limited Tax), Series 202[\_\_\_], of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

\_\_\_\_\_,  
as Certificate Registrar

By \_\_\_\_\_  
SPECIMEN  
Authorized Officer

[Form of Certificate - Reverse Side]

**COMMUNITY COLLEGE DISTRICT NO. 529**

**COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON,  
JASPER, LAWRENCE, WABASH, WAYNE AND WHITE AND STATE OF ILLINOIS**

**GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 202[\_\_\_]**

[6] This Certificate is one of a series of certificates issued by the District to alter, repair and equip District facilities and improve the sites thereof, all for community college purposes, in full compliance with the provisions of the Public Community College Act of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Board of Trustees of the District by a resolution duly and properly adopted for that purpose, in all respects as provided by law. The Certificates issued by the District in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "*Agreement*"), dated as of \_\_\_\_\_, 20\_\_, entered into by and between the District and the Treasurer of the Board, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[7] [Optional and Mandatory Redemption provisions, as applicable, will be inserted here].

[8] [Notice of any such redemption shall be sent by first class mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided

funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

[9] This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal [corporate trust] office of the Certificate Registrar in \_\_\_\_\_, \_\_\_\_\_, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Certificates are issued in fully registered form in the denomination of \$\_\_\_\_\_ each and authorized integral multiples of \$\_\_\_\_\_ in excess thereof. This Certificate may be exchanged at the principal [corporate trust] office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates].

[11] The District and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

*Section 11. Sale of Certificates.* Either the Chairman or the Vice Chairman of the Board, together with the Chief Financial Officer of the District (the “*Designated Representatives*”) are hereby authorized to proceed not later than the 15th day of February, 2024, without any further authorization or direction from the Board, to sell the Certificates in one or more series upon the terms as prescribed in this Resolution. The Certificates hereby authorized shall be executed as in this Resolution provided as soon after the delivery of the Certificate Notification, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Certificate Registrar, be delivered by the Treasurer to the purchaser or purchasers thereof (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 97.00% of the principal amount of the Certificates (exclusive of original issue discount, if any), plus accrued interest to date of delivery, if any.

Each Purchaser of a series of the Certificates shall be: (a) pursuant to a competitive sale conducted by PMA Securities, LLC, Naperville, Illinois (“*PMA*”), the best bidder for the



Certificates; (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of *The Bond Buyer's Municipal Marketplace*; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Debt Reform Act or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that the Purchaser as set forth in either (b) or (c) shall be selected only upon the recommendation of PMA that the sale of such Certificates on a negotiated or private placement basis to such Purchaser is in the best interest of the District because of (i) the pricing of such Certificates by such Purchaser, (ii) then current market conditions or (iii) the timing of the sale of such Certificates; and further *provided*, that a Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with PMA if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the District.

Prior to the sale of the Certificates, the Chairman, the Treasurer, the President, the Chief Financial Officer of the District or any other business official of the District is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Certificates, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Certificates treating the fee paid as interest on the Certificates) is less than the present value of the interest reasonably expected to be saved on the Certificates over the term of the Certificates as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Certificates, the Designated Representatives shall prepare a Notification of Sale of the Certificates, which shall include the pertinent details of sale as

provided herein (the "*Certificate Notification*"). In the Certificate Notification for the Certificates, the Designated Representatives shall find and determine that the Certificates have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Certificates does not exceed the maximum rate otherwise authorized by applicable law. The Certificate Notification shall be entered into the records of the District and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Certificate Notification.

Upon the sale of the Certificates, as evidenced by the execution and delivery of the Certificate Notification by the Designated Representatives, the Chairman, the Treasurer, the President of the District, the Chief Financial Officer of the District and any other officer of the District, as shall be appropriate, shall be and are each hereby authorized and directed to approve or execute, or both, such documents of sale of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the District and the Purchaser or Purchasers (which may be evidenced by an executed bid form or term sheet) (each a "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract; the surety bond executed by the Treasurer of the Board in connection with the issuance of the Certificates as required by Section 3-19 of the Public Community College Act is hereby approved and shall be filed with the County Clerks of The Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, Illinois; and the Certificates before

being issued shall be registered, numbered and countersigned by the Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Certificates (the "*Official Statement*") and the use by the District of any Term Sheet relating to the Certificates is hereby ratified, approved and authorized; the execution and delivery of the Official Statement and the Term Sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Resolution, said Preliminary Official Statement, the Official Statement, the Term Sheet and the Certificates.

*Section 12. Use of Certificate Proceeds.* Accrued interest received on the delivery of the Certificates is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the "General Obligation Debt Certificate (Limited Tax) Fund of 202[\_\_\_]" (the "*Certificate Fund*"), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the "Project Fund of 202[\_\_\_]" (the "*Project Fund*"), hereby created. It is hereby found and determined and hereby declared and set forth that the Board (i) has not entered into an agreement of any kind with any entity, party or person

(including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (“*Work Contracts*”) have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represent and covenant that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the District for same.

2. Pursuant to this Resolution or subsequent resolution or resolutions to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. The Work Contracts attached hereto as *Exhibit 1* are hereby identified to the Agreement. This Resolution, any such further resolution and said Work Contracts shall be filed of record with the Secretary and the Treasurer. The adoption and filing of any such resolution or resolutions and the Work Contracts with such officers shall constitute authority for the Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one

or more related funds of the District already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created. At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of the District from the proceeds of the Certificates.

*Section 13. Non-Arbitrage and Tax-Exemption.* The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Certificates, under present rules, the District may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the purchasers and holders of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificates and affects the tax-exempt status of the Certificates.

The Board hereby authorizes the officials of the District responsible for issuing the Certificates, the same being the Chairman, Secretary and Treasurer of the Board, to make such

further covenants and certifications regarding the specific use of the proceeds of the Certificates as approved by the Board and as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

*Section 14. Designation of Issue.* The District hereby designates each of the Certificates as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

*Section 15. List of Certificateholders.* The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

*Section 16. Duties of Certificate Registrar.* If requested by the Certificate Registrar, the Chairman and Secretary are authorized to execute the Certificate Registrar’s standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Certificates as provided herein;

(d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the District at least annually a certificate with respect to Certificates cancelled and/or destroyed; and

(f) to furnish the District at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

*Section 17. Continuing Disclosure Undertaking.* The Chairman of the Board is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the District as herein provided, the Continuing Disclosure Undertaking will be binding on the District and the officers, employees and agents of the District, and the officers, employees and agents of the District are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Resolution, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Certificate to seek mandamus or specific performance by court order to cause the District to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 18. Municipal Bond Insurance.* In the event the payment of principal and interest on the Certificates is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long

as such Municipal Bond Insurance Policy shall be in full force and effect, the District and the Certificate Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Certificates, subrogation of the rights of the Certificateholders to the Bond Insurer upon payment of the Certificates by the Bond Insurer, amendment hereof, or other terms, as approved by the Chairman of the Board on advice of counsel, his or her approval to constitute full and complete acceptance by the District of such terms and provisions under authority of this Section.

*Section 19. Record-Keeping Policy and Post-Issuance Compliance Matters.* On the 20th day of January, 2015, the Board adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the District, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the District hereby reaffirm the Policy.

*Section 20. Severability.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.



*Section 21. Repeal.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted August 15, 2023.

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Chairman, Board of Trustees

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Secretary, Board of Trustees

**EXHIBIT 1**  
**WORK CONTRACTS**

Trustee \_\_\_\_\_ moved and Trustee \_\_\_\_\_ seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following Trustees voted NAY: \_\_\_\_\_  
\_\_\_\_\_

Whereupon the Chairman declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

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

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF RICHLAND        )

**CERTIFICATION OF MINUTES AND RESOLUTION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “Board”), and as such official am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 15th day of August, 2023, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of improving District facilities, in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and for the issue of not to exceed \$7,000,000 General Obligation Debt Certificates (Limited Tax) of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Public Community College Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 15th day of August, 2023.

---

Secretary, Board of Trustees

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF RICHLAND        )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Treasurer of the Board of Trustees (the “Board”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and as such official I do hereby certify that on the 15th day of August, 2023, there was filed in my office and has been deposited in the official files and records of my office a properly certified copy of a resolution adopted by the Board on the 15th day of August, 2023, and entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of improving District facilities, in and for Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and for the issue of not to exceed \$7,000,000 General Obligation Debt Certificates (Limited Tax) of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

together with any Work Contracts identified by the adoption of said resolution and attached thereto as *Exhibit 1*, and that the same have all been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 15th day of August,  
2023.

---

Treasurer, Board of Trustees

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: August 15, 2023

RE: Tentative Budget for Fiscal Year 2024

Annually, the District must publish a tentative budget for public inspection for a minimum of thirty days. To ensure the publication and availability for inspection are met, the tentative budget will be available for public inspection on Wednesday, August 16. The budget will be available for inspection until Tuesday, September 19, at which time the Board will review any changes from the tentative budget and will adopt the final budget. The budget will be effective July 1, 2023, through June 30, 2024.

The Fiscal Year 2024 tentative budget was provided to the Board under separate cover. The budget has undergone review by each of the college administrators, the Strategic Engagement Council, and by the Chancellor and CFO. It is the best representation of the anticipated and planned revenues and expenses of the District for the upcoming fiscal year.

The District has multiple funds that are reported within the tentative budget. The Educational and Operations & Maintenance Funds are known as the operating funds. Much of the focus of the tentative budget is on the operating funds of the District as the two funds account for most of the day-to-day activities. These two funds account for the academic, administrative, and facilities of the District. The tentative budget also contains multiple special revenue funds that account for receipt of restricted funds, such as bond issuances, property taxes (other than Educational and Operations & Maintenance), auxiliary units, and various state and federal grants awarded to the District or applied for and anticipated within the fiscal year. For the '23-'24 fiscal year the overall revenues of the District come from the following sources:

Local, including property taxes	21.3%
State Grants, restricted and unrestricted	36.7%
Federal Grants	12.6%
Tuition & Fees	18.8%
Sales & Services and Other Sources	10.6%

There is a considerable level of capital investment included in the tentative budget for the year-ended June 30, 2024. The overall budgeted expenditures related to capital outlay total \$31.0 million as it is anticipated progress will be made on the various Capital Development Board



projects, local construction projects, and service equipment investment. The overall expenditures of the District come from the following functions:

Salaries	26.2%
Employee Benefits	5.0%
Contractual Services	8.2%
Supplies	4.9%
Travel	0.9%
Fixed Charges, including bond payments	3.4%
Utilities	1.8%
Capital Outlay	35.8%
Other	0.8%
Student Grants & Waivers	13.0%

As with past budget practices, the tentative budget is designed to provide sufficient flexibility to address the needs of the District throughout the course of the fiscal year. However, the budget reflects the commitment to provide for the most efficient and effective use of institutional resources. The tentative budget is based on information available at the time of publication. Any revisions to this budget will be identified specifically prior to the presentation of a final budget for Board consideration on September 19, 2023.

The attached Budget Resolution establishes a date by which the tentative budget will be available for public inspection, establishes a public hearing date for September 19, 2023, at Olney Central College, and states the budget will be adopted by the Board on September 19, 2023, following the hearing.

I ask the Board approve the Budget Resolution and Tentative Budget for the fiscal year beginning July 1, 2023.

RG/akb  
Attachment

**BOARD OF TRUSTEES**  
**RESOLUTION**  
**BUDGET FISCAL YEAR 2024**

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community Colleges District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the budget for said community college district for the 2024 fiscal year:

1. Date of Fiscal Year: July 1, 2023 – June 30, 2024.
2. Publication of Notice of Public Hearing on Budget: On or before August 18, 2023.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 16, 2023.
4. Public Hearing on Budget: September 19, 2023, at the hour of 6:15 p.m. local time, Olney Central College, 335 N. West Street, Olney, Illinois 62450.
5. Adoption of Budget: September 19, 2023, following the Public Hearing.

BY ORDER OF THE BOARD OF TRUSTEES,  
ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT NO. 529

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
August 15, 2023  
Date

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

\_\_\_\_\_  
August 15, 2023  
Date

MEMORANDUM

TO: IECC Board of Trustees  
FROM: Ryan Gower; Chancellor  
RE: Solar Array Proposal  
Date: 8/15/2023

IECC is operating in an environment where higher education institutions are seeing decreased net tuition revenue, increased purchasing costs, increased employee salary and benefits costs, and a difficult enrollment landscape in the future. Recognizing the need to use existing dollars proactively to reduce future expenses, we have explored the feasibility of adding a photovoltaic (PV) system on the campus of OCC and LTC to reduce future energy costs. We secured the services of IMEG to help establish specifications and parameters, an estimate of probable costs and timeline for a return on initial investments.

Based on the report received by IMEG, administration recommends moving forward with a single 250kW PV system on the campus of OCC. This system would have a total cost of \$985,000 with a payback period (with incentives) of 10.1 years. It is estimated that we would save \$29,556/year in our electric utility rates.

The project qualified for several incentive programs like the Investment Tax Credit, Energy Communities Bonus, and Domestic Content Bonus. The combined incentives, including the Inflation Reduction Act's Investment Tax Credit and SRECS is approximately \$650,000 that IECC can use for future campus improvements.

We ask that the Board accept this recommendation and authorize administration to take the project to bid.

RG

## BID COMMITTEE REPORT

August 15, 2023

### Olney Central College

1. Theater Shop Addition

### Lincoln Trail College

1. Twelve (12) Fusion Splicer Kits
2. Electrical Service Upgrades Project

### FCC/LCC/OCC/WVC

1. (6) Synchronous Learning Classrooms

TO: Board of Trustees

FROM: Bid Committee

DATE: August 15, 2023

RE: Theater Shop Addition - OCC

The following bid recommendation is based on the lowest responsible bid, considering conformity with specifications, terms of delivery, quality, and serviceability.

The Bid Committee recommends rejecting the bids due to bids coming in over budget.

<b>Theater Shop Addition</b>			
<b>Company</b>	<b>Base Bid</b>	<b>Alternate Bid Delete Work Related to Mezzanine</b>	<b>Combined Base &amp; Alternate</b>
Akra Builders Teutopolis, Illinois	\$493,368	\$71,031	\$422,337
Grunloh Construction, Inc. Effingham, Illinois	\$361,000	\$63,000	\$298,000
Grunloh Construction, Inc. Effingham, Illinois	\$420,898	\$68,271	\$352,627
Johannes Construction, Inc. Centralia, Illinois	\$360,000	\$37,392	\$322,608
Senco Construction, Inc. Robinson, Illinois	\$550,000	\$45,000	\$505,000

Respectfully submitted,

Ryan Gower  
Ryan Hawkins  
Sonja Holtz

Department: Olney Central College

Source of Funds: Olney Central College and Private Funds

Rationale for Rejection: All bids are over budget.

The "Advertisement for Bids" was placed in The Hometown Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

## PROCUREMENT AND CONTRACTING REQUIREMENTS

### Notice to Bidders

#### TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the THEATER SHOP ADDITION at the Olney Central College Dr. John D. Stull Performing Arts Center shall be received at ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT 529, 233 EAST CHESTNUT, OLNEY, IL 62450 until 10:30 AM local time, on Thursday, July 27, 2023, and then publicly opened. The I.E.C.C. Board of Trustees reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to their interests, and to hold the bids for a period of thirty (30) days from the bid date.

#### PRE-BID CONFERENCE

A pre-bid conference for Prime Bidders will be held at 10:30 AM local time on Monday, July 17, 2023, beginning at the Olney Central College Dr. John D. Stull Performing Arts Center Lobby, 305 North West Street, Olney, IL 62450. A tour of the project site will follow.

#### METHOD OF BIDDING

Lump Sum Bids will be received for the following: CONTRACT NO. 1: Complete Construction.

#### PREPARATION OF BIDS

Bids shall be submitted on the Bid Proposal Form provided in the Bidding Documents, executed in accordance with attached forms, and delivered in a sealed opaque envelope showing the bidders' name and address and the name of the project. Faxed or electronically submitted Bids will NOT be accepted.

#### PERFORMANCE BOND

Contractors receiving award shall be required to furnish an approved Performance Bond, Labor and Material Payment Bond for one hundred percent (100%) of the Contract amount which shall be in full force and effect for twelve (12) months from date of acceptance of the work. Bonds shall be furnished within ten (10) days after written notice to proceed with the work.

#### CONTRACT DOCUMENTS

Prime Bidders may obtain bidding documents from ADG/Architecture & Design Group, P.O. Box 335, 512 Market Street, Mt. Carmel, Illinois 62863, 618-263-3254. Electronic PDF copies of the bidding documents may be transmitted via email or a file sharing platform at no charge. Up to two hard copy sets may be purchased for \$125.00 per set, per bidder, non-refundable. Sets must be purchased in total; individual drawing sheets or specification sections will not be distributed. Bidding documents are also available for review at the following locations:

IECC DISTRICT OFFICE

Illinois Eastern Community Colleges  
District 529  
233 East Chestnut  
Olney, IL 62450

CONSTRUCT CONNECT

30 Technology Parkway South, Suite 100  
Norcross, GA 30092

SOUTHERN ILLINOIS BUILDERS ASSOC

1519 E. DeYoung Street, Suite B  
Marion, IL 62959

SOUTHERN ILLINOIS BUILDERS ASSOC

1468 Green Mount Road  
O'Fallon, IL 62269

BID SECURITY

A certified check or bank draft, payable to Illinois Eastern Community Colleges District 529, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five percent (5%) of the bid shall be submitted with each bid. Should the bidder withdraw his bid within thirty (30) days after bid date without written consent of the Owner, or fail to execute a satisfactory contract including performance bond within ten (10) days after the written notice to proceed, the Owner may declare the bid deposit forfeited as liquidated damages.

PREVAILING WAGE RATES

Contractors and subcontractors are notified that they are required to pay no less than the Illinois Department of Labor Prevailing Wage Standards set forth and approved by the Illinois Department of Labor and enclosed in the Project Manual. The Contractor of Award will be required to submit monthly Certified Payroll Reports for the entire project.

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

SUSPENSION AND DEBARMENT

Illinois Eastern Community Colleges is a non-federal entity subject to 2 CFR 200.213. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

EQUAL OPPORTUNITY EMPLOYER

Illinois Eastern Community Colleges District 529 is an Equal Opportunity Employer.

BUSINESS ENTERPRISE PROGRAM (BEP)

Illinois Eastern Community Colleges has an aspirational goal that 20% of this project's material and/or labor will involve small, minority-owned, veteran-owned, and/or women-owned businesses in the procurement process. Prime contractors that do not meet the eligibility criteria as a Business Enterprise Program are encouraged to utilize sub-contractors who do qualify or to utilize material vendors that qualify. To qualify as a Business Enterprise Program entity, prime or subcontractors must be certified by the Department of Central Management Services of the State of Illinois as BEP vendors prior to contract award.

Go to (<http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

Bids submitted with small, minority-owned, veteran-owned, and/or women-owned (BEP) business participation; whether as primary contractor, sub-contractor, material vendor, etc.; should indicate the percentage of work associated with the BEP businesses.

## PROCUREMENT AND CONTRACTING REQUIREMENTS

### Instructions to Bidders

INSTRUCTION TO BIDDERS: AIA Document A701, Instruction to Bidders, 2018 Edition, Articles 1 through 12 inclusive, is consecutively attached in this Project Manual and is a part of the contract.



TO: Board of Trustees

FROM: Bid Committee

DATE: August 15, 2023

RE: (12) Fusion Splicer Kits for LTC

The following bid recommendation is based on the lowest responsible bid, considering conformity with specifications, terms of delivery, quality, and serviceability.

The Bid Committee recommends accepting the bid from Communications and Electrical Supplies for a total of \$31,601.

<b>(12) Fusion Splicer Kits</b>	
<b>Company</b>	<b>Bid</b>
Communications and Electrical Supplies Neosho, MO	\$31,601
FiberOptic Resale Corp. Amherst, NH	\$57,600

Respectfully submitted,

Ryan Gower  
Ryan Hawkins  
Sonja Holtz

Department: Telecom Program

Source of Funds: Insurance Proceeds

Rationale for Purchase: Communications and Electrical Supplies was the lowest responsible bidder in conformity with the bid specifications.

The "Advertisement for Bids" was placed in The Hometown Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

## **REQUEST FOR PROPOSAL**

### **ILLINOIS EASTERN COMMUNITY COLLEGES**

#### **TIME AND PLACE OF BIDS**

Notice is hereby given that sealed bids for Twelve (12) Fusion Splicer Kits for Lincoln Trail College's Telecom program shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 10:00 a.m. local time, on Tuesday, August 8, 2023, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

#### **METHOD OF BIDDING**

Unit Costs Bids will be received for the following:

- Twelve (12) Fusion Splicer Kits
- Fiber Holder
- Power Supply
- Battery Pack
- Transit Case
- SOC Holder
- SOC Heater Adapter
- Cooling Tray
- USA Cable
- Electrodes
- 3 Year Warranty

Bids should include all items bid as one contract price. All bids should include photos of item being offered. A web link to the dealer's webpage having photos of the selected stock item is acceptable.

#### **PREPARATION OF BIDS**

Bids shall be executed in accordance with attached forms and delivered in a sealed opaque envelope showing the bidders' name and address and the name of the project.

#### **METHOD OF BID EVALUATION**

Bids will be awarded to the lowest responsible bidder in conformity with bid specifications.

## **SALES TAX**

Retailers Occupational Sales Taxes are not applicable for this project.

## **SHIPPING & HANDLING**

All freight and delivery must be included in bid.

## **SPECIAL PROVISIONS**

Nondiscrimination: There will be no discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin by the owner or contractor.

Certification of Eligibility: Prior to contract award, all bidders must certify that neither it nor any person or firm that has an interest in the bidder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

No subcontracts shall be made to any person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Debarment, Suspension, Ineligibility, and Voluntary Exclusions: No contract will be awarded to a bidder, nor its principals, that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**Specifications for Fusion Splicer Kits**

Unit Costs Bids will be received for the following:

- Twelve (12) Fusion Splicer Kits
- Fiber Holder
- Power Supply
- Battery Pack
- Transit Case
- SOC Holder
- SOC Heater Adapter
- Cooling Tray
- USA Cable
- Electrodes
- 3 Year Warranty

Note: Following Board approval, bids will be awarded on August 16, 2023.

**ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO LINCOLN TRAIL COLLEGE, 11220 STATE HIGHWAY 1, ROBINSON, ILLINOIS 62454. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR 30 DAYS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.**

TOTAL BID \$ \_\_\_\_\_  
APPROX. DELIVERY DATE \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
FAX \_\_\_\_\_  
DATE \_\_\_\_\_

Certified Vendor in accordance with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act:  Yes  No      If yes, you must attach a copy of the current letter of certification.

TO: Board of Trustees

FROM: Bid Committee

DATE: August 15, 2023

RE: Electrical Service Upgrades Project for LTC

The following bid recommendation is based on the lowest responsible bid, considering conformity with specifications, terms of delivery, quality, and serviceability.

The Bid Committee recommends accepting the bid from Pals Electric, Inc., for a total of \$8,800.

<b>Electrical Service Upgrades Project for LTC</b>	
<b>Company</b>	<b>Bid</b>
Central State Construction Marshall, Illinois	\$13,800
Pals Electric, Inc. Teutopolis, Illinois	\$8,800

Respectfully submitted,

Ryan Gower  
Ryan Hawkins  
Sonja Holtz

Department: Lincoln Trail College

Source of Funds: 2023 Bond Costs

Rationale for Purchase: Pals Electric, Inc., was the lowest responsible bidder in conformity with the bid specifications.

The "Advertisement for Bids" was placed in The Hometown Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

## OVERVIEW

Illinois Eastern Community Colleges is seeking bids for the installation of electrical infrastructure at Statesmen Park in Robinson, Illinois. Drawings are provided in Exhibit A.

## TERM OF BIDS

Bids must be submitted by 10:00 a.m., Friday, August 4, 2023. Bids received after this date and time will not be considered. Illinois Eastern Community Colleges is exempt from all sales tax.

Bids shall be considered firm from the scheduled due date and remain firm for a period of 60 days thereafter.

## EVALUATION OF BIDS

Illinois Eastern Community Colleges reserves the right to reject any and all bids, to waive any technicalities in the bidding process.

## GOVERNING LAWS

Notwithstanding any of the above, the Contractor shall comply with the purchasing laws of the State of Illinois and the rules of the Illinois Community College Board.

## NON-COLLUSION AFFIDAVIT

All bids shall be submitted with an original copy of a completed and signed Non-Collusion Affidavit. The form is included as Attachment A.

## SEXUAL HARASSMENT CLAUSE

Each party submitting a proposal must certify that they have complied with the requirement of section 2-105 of the Illinois Human Rights Act (PA 87-1257) effective July 1, 1993, with respect to sexual harassment policies. The terms of the law as applicable are hereby incorporated into this contract.

## SUBCONTRACTORS

Contractor shall provide a list of all subcontractors for this project. Subcontractors shall abide by all terms and conditions as set forth in this request for bidding document and any subsequent contracts.

## SCHEDULE FOR WORK

The awarded Contractor may perform the work at their earliest convenience. Illinois Eastern Community Colleges desires to have the installation completed on or before December 1, 2023.

## EXAMINATION OF PROJECT SITE

Contractors are responsible for examining the project site to determine the appropriate quantity of materials and labor necessary to complete the work. Contractors interested in examining the project site should contact Nicholas Knapp, Construction Project Manager, 618-263-5538.

**BUSINESS ENTERPRISE PROGRAM (BEP) MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:**

Illinois Eastern Community Colleges will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Department of Central Management Services (CMS), [Business Enterprise Program \(BEP\)](http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx) web site to obtain additional details. To qualify, prime Contractors or subcontractors must be certified by the CMS as BEP Vendors prior to contract award. Go to (<http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

For applicable projects, bidders may be asked to submit a [utilization plan](#) and [letter of intent](#) that meets or exceeds the identified goal. If a Contractor cannot meet the goal, documentation, and explanation of good faith efforts to meet the specified goal may be required within the utilization plan.

Illinois Eastern Community Colleges has an aspirational goal that 20% of this project's material and/or labor will involve small, minority-owned, veteran-owned, and/or women-owned businesses in the procurement process. Prime contractors that do not meet the eligibility criteria as a Business Enterprise Program, are encouraged to utilize sub-contractors who do qualify or to utilize material vendors that qualify. To qualify as a Business Enterprise Program entity, prime or subcontractors must be certified by the Department of Central Management Services of the State of Illinois as BEP vendors prior to contract award. Go to (<http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

Bids submitted with small, minority-owned, veteran-owned, and/or women-owned (BEP) business participation; whether as primary contractor, sub-contractor, material vendor, etc.; should indicate the percentage of work associated with the BEP businesses.

**PREVAILING WAGES**

Pursuant to the Prevailing Wage Act, 820 ILCS 130, the Prevailing Wage Rate for Crawford County shall apply to this contract for each craft or type of work performed if applicable to this quote and all provisions of such statute shall be followed. Prevailing Wage Rates for counties in Illinois can be found on the Illinois Department of Labor's web site:

[www.state.il.us/agency/idol/rates/ODDMO/COUNTY.HTM](http://www.state.il.us/agency/idol/rates/ODDMO/COUNTY.HTM)

The selected Contractor must pay not less than the prevailing hourly wage rate determined by the Illinois Department of Labor for the county where the contract is executed and the craft or type of worker needed to execute the contract. If, during the course of work under

this contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner, will notify Contractor and each Subcontractor of the changes in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum.

In compliance with the Office of the Attorney General the following is also required of all Contractors:

Payment of Prevailing Wage:

1. The Act requires that all laborers, workers and mechanics employed by or on behalf of a public body in the construction of public works be paid the general prevailing rate of hourly wages (including allotments for training and approved apprenticeship programs, health and welfare, insurance, vacation and pension benefits for work of a similar character in the locality in which the work is performed. See 820 ILCS 103/3. The Act contains all relevant definitions, including those for the terms “public body”, “public works” and “general prevailing rate of hourly wages”, which will assist you in the understanding of its requirements and your responsibilities. See 820 ILCS 130/2.
2. The Illinois Department of Labor publishes the current prevailing wage rate. See [www.state.il.us/agency/idol/rates/rates.htm](http://www.state.il.us/agency/idol/rates/rates.htm). The rate is revised regularly and such revision takes effect immediately.

Specifications and Contractual Language:

1. Public bodies must insert a provision or stipulation requiring the payment of the prevailing wage rate into every public works resolution or ordinance, call for quotations, project specification and contract. See 820 ILCS 130/4(a).
2. Contractors and subcontractors must insert a provision or stipulation regarding the payment of the prevailing wage rate into every public works project and quotation specification, subcontract, and Contractor’s bond. See 820 ILCS 130/4(b), (c).
3. Contractors or construction managers who have been awarded public works contracts must post the relevant prevailing wage rate(s) at a location on the project site that is easily accessible by workers. See 820 ILCS 130/4(f).

Record-Keeping Responsibilities:

1. All Contractors and subcontractors must create and keep for at least three years, records of all laborers, mechanics, and other workers employed by them on a public works project. See 820 ILCS 130/5(a)(1).
2. These records must include each worker’s name, address, telephone number (if available), social security number, classification(s), hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each workday. Each Contractor and subcontractor is required to make these records available for inspection by the public body’s agents or Illinois Department of Labor officials at a reasonable time and place upon seven business days’ notice. See 820 ILCS 130/5(a) (1)(b).



Certified Payroll Records:

1. A Contractor or subcontractor participating in a public works project must also submit a Certified Payroll to the public body every month. This Certified Payroll must consist of a complete copy of the records required to be kept under Section 5(a)(1) of the Act, discussed above (with the exception of daily work starting and ending times). See 820 ILCS 130/5(a)(2).
2. The monthly Certified Payroll shall also include a statement signed by the Contractor or subcontractor submitting that: (1) the records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing wage rate required; and (3) the Contractor or subcontractor is aware that filing a Certified Payroll that he or she knows to be false is a class B misdemeanor. See 820 ILCS 130/5(a) (2).
3. The Act requires that a public body shall keep all Certified Payrolls submitted pursuant to the Act for at least three years. See 820 ILCS 130/5(a) (2). The retention of these monthly Certified Payroll submissions for three years by public bodies is crucial to the State of Illinois' efforts to enforce the Act and will be of particular interest to the Attorney General's office in the coming months.

Failure to comply with the Act's Requirements:

No public works project may be instituted unless the provisions of the Act have been met. The Illinois Department of Labor is empowered to sue for injunctive relief against the awarding of any public works contract, or continuation of work under any such contract, if it is not in compliance with the Act's prerequisites. Contracts that are not in compliance with the Act's prerequisites are void as against public policy. See 820 ILCS 130/11.

Please note that this is not a complete list of all relevant requirements and prerequisites under the Act. All Contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. For a full understanding of all of the Act's requirements and prerequisites, as well as the text of the Act and all related regulations, please see the Illinois Department of Labor's website at:

[www.state.il.us/agency/idol/laws/Law130.htm](http://www.state.il.us/agency/idol/laws/Law130.htm).

INSURANCE

The successful bidder will be required to furnish a certificate of insurance in the following amounts.

The insurance coverage required here-in-under shall be the minimum amounts maintained by the Contractor and Subcontractors until all Work is completed and accepted by the Owner.

The Contractor will purchase and maintain “all risks” Builder’s Risk property insurance subject only to such exclusions as have been specifically approved by the Owner in writing.

A. Workers Compensation

1. State: Statutory
2. Applicable Federal: Statutory
3. Employer’s Liability:
  - a. \$1,000,000 per Accident
  - b. \$1,000,000 Occupational Disease

B. Commercial Comprehensive Liability

1. Each Occurrence: \$1,000,000
2. Products/Completed Operations Aggregate: \$1,000,000
3. Personal/Advertising Injury: \$1,000,000
4. General Aggregate: \$2,000,000
5. Policy shall include:
  - a. Premises: Operations
  - b. Independent Contractors Liability
  - c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
  - d. Contractual Liability
  - e. Coverage for explosion (x), collapse I, and underground (u).
6. The Commercial Comprehensive Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insured on the Contractor’s Commercial Comprehensive Liability policy using Form CG 20 10 or its equivalent, must include both on-going and completed operations, and shall name Illinois Eastern Community Colleges, its Board of Trustees, officers, employees and agents as additional insureds at a minimum. The Contractor hereby agrees to effectuate the naming of such additional insureds as unrestricted additional insureds on the Contractor’s policy. The additional insured endorsement shall provide the following:
  - a. That the coverage afforded the additional insureds will be primary and non-contributory insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor.
  - b. That the policy shall contain a thirty (30) day notice of cancellation prior to the effective date thereof.
  - c. That if the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.
  - d. That the amount of the company’s liability under the insurance policy will not be reduced by the existence of such other insurance.

- e. That the additional insureds will not be given less than thirty (30) days prior written notice of any cancellation thereof. The Contractor will furnish a Certificate of Insurance evidencing the foregoing.
- f. The general liability aggregate will be on a “Per Project” basis.

C. Business Auto Liability (including owned, non-owned and hired vehicles).

- 1. Bodily injury
  - a. \$500,000 per person
  - b. \$1,000,000 per accident
- 2. Property damage: \$500,000  
or
- 3. Combined Single limit: \$1,000,000

D. Umbrella

- 1. If the Contractor’s Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy written by an insurance company acceptable to the Owner may be used to meet the minimum limits required.
- 2. Umbrella Excess Liability: \$1,000,000
- 3. Confirm that umbrella/excess liability coverage follows form of the underlying liability coverages.

Owner’s and Contractor’s Protective Liability: The Owner’s and Contractor’s Protective Liability Insurance required herein shall be purchased and maintained by the Contractor. The policy shall name the Owner as named insured and, if applicable, the Architect and the Architect’s consultants as additional insureds. The insurance shall afford the same protection and be in the same amounts as required by the Commercial General Liability Insurance for the Contractor and shall protect the named insureds from all claims for bodily injury and property damage arising from its ownership of the premises and general supervision or observation of Work, including claims by employees of the Contractor, and Subcontractors or Sub-subcontractors.

AWARD OF BID

Pursuant to the Illinois Public Community College Act, the bid will be awarded to the lowest, responsive, responsible Contractor considering conformity with specifications, terms of delivery, quality, and serviceability.

Illinois Eastern Community Colleges reserves the right to reject any and all bids, and to waive any technicalities in the bidding.

CONTRACT BETWEEN ILLINOIS EASTERN COMMUNITY COLLEGES AND AWARDED CONTRACTOR

Illinois Eastern Community Colleges will issue a contract between the College and the awarded Contractor. Such contract shall include additional terms and conditions relative to this request for bid. Upon acceptance of the contract by both parties, the College will issue a Notice to Proceed to the awarded Contractor.

## QUESTIONS AND CLARIFICATION

Contractors requiring further clarification regarding this request for bid shall submit questions in writing. Questions can be emailed to [mark@wrfeng.com](mailto:mark@wrfeng.com). Questions received and the Engineer's responses will be provided to all prospective bidders.

## SUBMISSION OF BIDS

Bids can be mailed or hand delivered to the office of Ryan Gower as follows. Contractors who intend to hand-deliver their bid should note the District Office is open 7:30 a.m. to 4:00 p.m., Monday through Friday.

Bids must be marked "LINCOLN TRAIL COLLEGE STATESMEN PARK ELECTRICAL SERVICE UPGRADES". Bids should be sealed (and submitted in duplicate) and received in the office of Ryan Gower at the following address, no later than 10:00 a.m., Friday, August 4, 2023, at which time there will be a public bid opening held.

Ryan Gower  
Illinois Eastern Community Colleges  
233 E. Chestnut Street  
Olney, Illinois 62450

Electronic Bid Submissions WILL NOT be accepted for this Invitation to Bid. Facsimile bids WILL NOT be accepted under any circumstances.

## SPECIAL PROVISIONS

**Nondiscrimination:** There will be no discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin by the owner or contractor.

**Certification of Eligibility:** Prior to contract award, all bidders must certify that neither it nor any person or firm that has an interest in the bidder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

No subcontracts shall be made to any person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1). The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**Suspension & Debarment:** Illinois Eastern Community Colleges is a non-federal entity subject to 2 CFR 200.213. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**Debarment, Suspension, Ineligibility, and Voluntary Exclusions:** No contract will be awarded to a bidder, nor its principals, that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**SCOPE OF WORK**

The awarded Contractor is responsible for performing the following in accordance with acceptable industry standards:

1. Contractor shall field measure site to determine the appropriate amount of materials and labor required to complete the work.
2. Contractor shall protect any existing utilities and adjoining surfaces.
3. Contractor shall install new electrical infrastructure as specified.
4. Contractor shall restore all affected surfaces to original conditions.
5. Contractor shall perform final clean up of all affected areas.
6. Contractor shall include all freight and delivery.

**CONTRACTOR’S BID**

Contractor shall indicate their total bid below:

<b>Base Bid - Material</b>	<b>\$</b>
<b>Base Bid - Labor</b>	<b>\$</b>
<b>Base Bid - Total</b>	<b>\$</b>
<b>Estimated Time to Complete in Days</b>	
<b>Estimated Start Date if Awarded on or About August 16, 2023.</b>	
<b>Acknowledgement of Addenda Received, if applicable.</b>	

Any Certified Vendor (Primary Contractor, Sub-Contractors, or Procurement/Material Vendors) in accordance with the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities Act.

\_\_\_Yes \_\_\_No If yes, you must attach a copy of the current letter of certification.

Percentage of overall work (material and/or labor) being provided by BEP Certified Vendor(s)

% \_\_\_\_\_

**BID SUBMITTED BY:**

Company Name:	Address:	City/State/Zip:
Company Representative:	Telephone:	Email:

**CERTIFICATION**

I, (owner or agent) \_\_\_\_\_, certify that this stated bid is valid  
and that (company name) \_\_\_\_\_, will honor all  
conditions stated and implied by this request for bid and that said company  
or corporation is not barred on this contract as a result of a violation of either the bid-  
rigging or bid-rotation provisions of Acts 33E of the criminal Code of 1961, as amended.

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

\_\_\_\_\_  
Date

**ATTACHMENT A**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

\_\_\_\_\_ COUNTY

The undersigned bidder or agent, being duly sworn, on oath says that he/she has not, nor has any other member, representative, nor agent of the firm, company, corporation, or partnership represented by him/her entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

He further states that no person, persons, firms, or corporation has, have or will receive directly or indirectly any rebate, fee, gift, commission, or thing of value on account of such sale.

\_\_\_\_\_  
(Contractor or Agent)

for:

\_\_\_\_\_  
(Firm or Corporation)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

\_\_\_\_\_  
(Notary Public)

**CERTIFICATION**

The bidder hereby certifies that the bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotation provisions of Article 33E of the Criminal Code of 1961, as amended.

(Signature)

(Date)





SIGNATURE

07/19/2023

DATE

11/30/23

LICENSE EXPIRES

ELECTRIC SERVICE UPGRADES FOR  
LINCOLN TRAIL COLLEGE - STATESMEN PARK  
LINCOLN TRAIL COLLEGE - STATESMEN PARK  
ROBINSON, ILLINOIS

PROJECT NO. R23-014

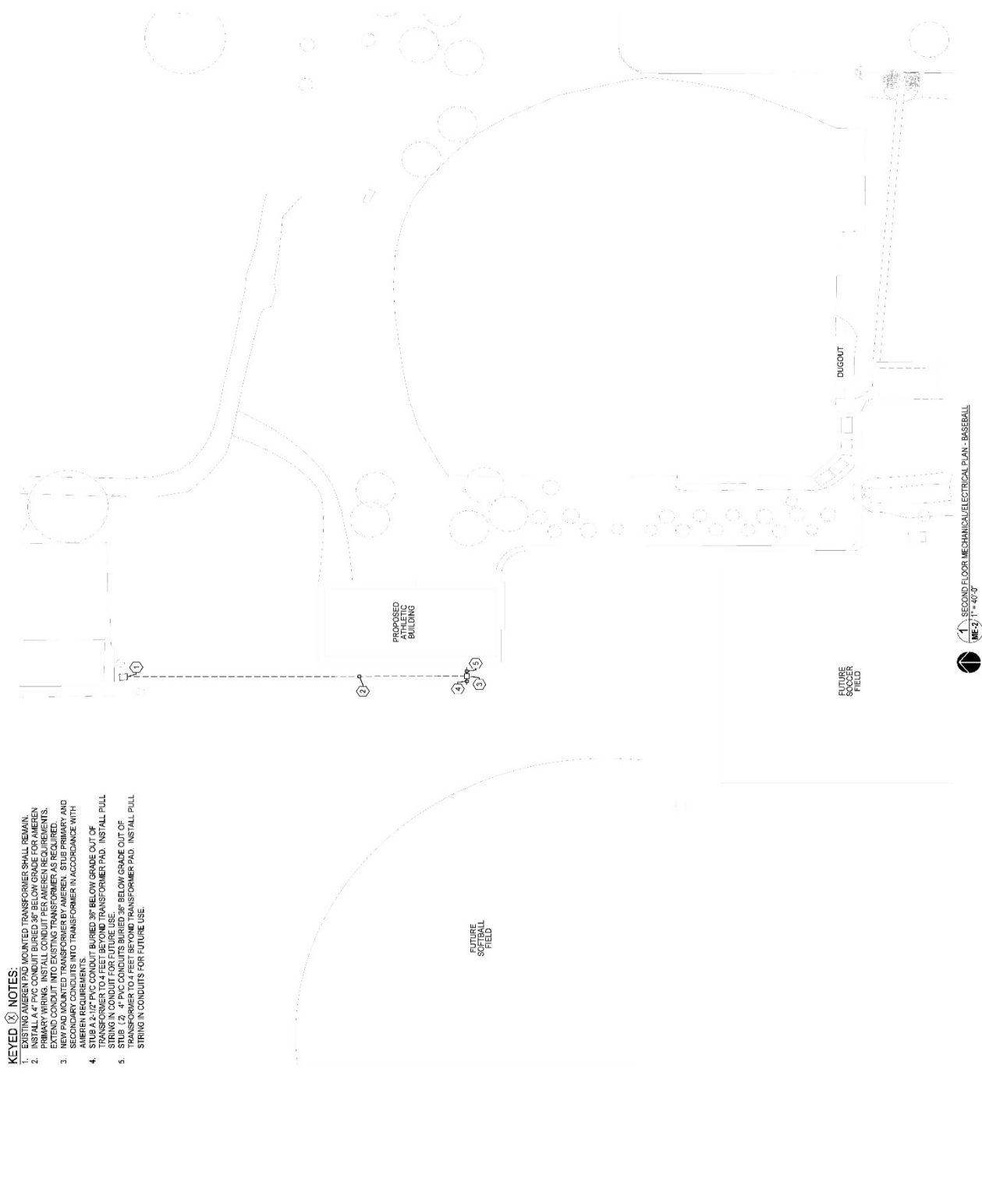
DATE 07/19/2023

DRAWN WAR

CHECKED MAR

ELECTRICAL  
SITE PLAN

E-1



- KEYED NOTES:**
- EXISTING AMEREN PAD MOUNTED TRANSFORMER SHALL REMAIN.
  - INSTALL 4" PVC CONDUIT BURIED 36" BELOW GRADE FOR AMEREN FROM TRANSFORMER TO NEW TRANSFORMER PAD. ALL AMEREN PIPING AND CONDUITS SHALL BE RELOCATED TO NEW TRANSFORMER PAD. ALL AMEREN PIPING AND CONDUITS SHALL BE RELOCATED TO NEW TRANSFORMER PAD.
  - NEW PAD MOUNTED TRANSFORMER BY AMEREN. STUB PRIMARY AND SECONDARY CONDUITS INTO TRANSFORMER IN ACCORDANCE WITH AMEREN REQUIREMENTS.
  - NEW TRANSFORMER TO BE BURIED 36" BELOW GRADE OUT OF TRANSFORMER TO 4 FEET BEYOND TRANSFORMER PAD. INSTALL PULL STRING IN CONDUIT FOR FUTURE USE.
  - STUB 1/2" 4" PVC CONDUITS BURIED 36" BELOW GRADE OUT OF TRANSFORMER TO 4 FEET BEYOND TRANSFORMER PAD. INSTALL PULL STRING IN CONDUITS FOR FUTURE USE.

1 SECOND FLOOR MECHANICAL/ELECTRICAL PLAN - BASEBALL  
ME-2 1"=40'0"  
NORTH

TO: Board of Trustees

FROM: Bid Committee

DATE: August 15, 2023

RE: (6) Synchronous Learning Classrooms – FCC/LTC/OCC/WVC

The following bid recommendation is based on the lowest responsible bid, considering conformity with specifications, terms of delivery, quality, and serviceability.

The Bid Committee recommends accepting the bid from OneRoom, Inc., for a total of \$317,702.76.

<b>(6) Synchronous Learning Classrooms</b>	
<b>Company</b>	<b>Bid</b>
OneRoom, Inc. Springfield, IL	\$317,702.76

Respectfully submitted,

Ryan Gower  
Ryan Hawkins  
Sonja Holtz

Department: Wabash Valley College

Source of Funds: This bid is partially funded through the Department of Health and Human Services Child Care and Development Block Grant, Award No. 21011Lccc5, passed through the Illinois community College Board.

Rationale for Purchase: OneRoom, Inc., was the lowest responsible bidder in conformity with the bid specifications.

The “Advertisement for Bids” was placed in The Hometown Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

## REQUEST FOR PROPOSAL

### ILLINOIS EASTERN COMMUNITY COLLEGES

#### **TIME AND PLACE OF BIDS**

Notice is hereby given that sealed bids for Synchronous Learning Classrooms shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 10:15 a.m. local time, on Tuesday, August 8, 2023, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

#### **METHOD OF BIDDING**

Bids should include all items bid as one contract price. Bidders shall examine all documents contained herein. Failure to do so will not relieve a successful bidder of his obligation to provide all labor, materials, training, and support necessary to carry out the provision of his contract for the sum stated thereon. Each bidder, by submitting a bid, represents that they have received, read, and understand the bidding documents.

All specifications for equipment can be found as a separate attachment to this request for proposal.

Manufacturer's trade names are used in specifications for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition. All sizes of equipment must be as specified in the attached listing. All pieces of equipment must include or have listed features as set forth in the specifications.

Bidders proposing substitution of any item must do so in writing. Any such requests must be made by 2:00 p.m., Friday, August 4, 2023. Requests must be submitted to the following address or to [bids@iecc.edu](mailto:bids@iecc.edu):

Illinois Eastern Community Colleges  
Attn: Ryan Hawkins  
233 E. Chestnut Street  
Olney, IL 62450

All requests should be clearly marked "REQUEST FOR SUBSTITUTION – SYNCHRONOUS LEARNING CLASSROOMS."

## **SCOPE**

The scope of this bid is to establish minimum standards and features for the purchase of complete synchronous learning classrooms. The specifications contained herein call for the fitting of six (6) such classrooms. Classrooms will be installed at various locations across the Illinois Eastern Community College District #529. Locations are one (1) FCC, one (1) LTC, one (1) OCC, and three (3) WVC.

The purpose of the rooms is to provide high-definition visual and audio-conferencing capabilities for instruction purposes across geographic locations. Such operation will allow for expanded and increased options for in-person learning at each of the IECC colleges including courses in Early Childhood Education.

The bidder is to provide all equipment necessary for such classrooms as listed in the detail specifications, installation of equipment according to manufacturer specifications and recommendations and field testing of completed rooms to ensure operability across all locations.

It is the responsibility of the bidder to familiarize themselves with the location of each room. All electrical, network cabling, and room modification needs must be considered and identified as part of the base bid.

## **QUALIFICATION OF BIDDERS**

In addition to the base bid, all interested bidders are to submit a statement of qualification, with a minimum of three references as evidence of successful project work of a similar scope or nature. This statement of qualifications and references will be used as a basis for ensuring a bidder has the technical capabilities to install, test operation, and warranty work.

## **PREPARATION OF BIDS**

All bids must be submitted on the bid form contained herein. Bids shall be delivered in a sealed opaque envelope showing the bidders' name and address and the name of the project.

Bid submissions should detail out all specified equipment contained as part of the base bid, including the item number, model number (when applicable), description, unit price, and extended price for each piece detailed in the attached specifications.

## **METHOD OF BID EVALUATION**

The IECC Board of Trustees reserves the right to reject all bids or parts of bids, and to waive informalities therein. Bids will be awarded to the lowest responsible bidder in conformity with bid specifications.

## **SALES TAX**

Retailers Occupational Sales Taxes **are not** applicable for this project.

## **PREVAILING WAGE**

Illinois Eastern Community Colleges is a unit of local government, and as such, any contract for public works is subject to the Illinois Prevailing Wage Act. The Prevailing Wage Act regulates wages of laborers, mechanics, and other workers employed under contract for public work. It is the bidder's responsibility to bid all work pursuant to laws and regulations outlined in the Illinois Prevailing Wage Act.

## **SHIPPING & HANDLING**

All freight and delivery must be included in the bid.

## **SPECIAL PROVISIONS**

This bid is partially funded through the Department of Health and Human Services Child Care and Development Block Grant, Award No. 2101ILccc5, passed through the Illinois Community College Board.

**Nondiscrimination:** There will be no discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin by the owner or contractor.

**Certification of Eligibility:** Prior to contract award, all bidders must certify that neither it nor any person or firm that has an interest in the bidder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

No subcontracts shall be made to any person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**Debarment, Suspension, Ineligibility, and Voluntary Exclusions:** No contract will be awarded to a bidder, nor its principals, that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**BID FORM**

Following Board approval, bids will be awarded on August 16, 2023.

**ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO EACH LOCATION IDENTIFIED IN THE ATTACHED. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR 30 DAYS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.**

TOTAL BID \$ \_\_\_\_\_

APPROX. DELIVERY DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

DATE \_\_\_\_\_

All bids must include a listing for each location with the quantity, item number, model number (when applicable), item description, unit price, and extended price.

Certified Vendor in accordance with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act:  Yes  No     If yes, you must attach a copy of the current letter of certification.

**Frontier Community College  
2 Frontier Drive  
Faifield, IL 62837**

<b>Specifications for FCC Mason Hall Room #24</b>	
Qty	Description
1	Poly G7500 4k Base Unit Codec: G7500 UHD 4k video codec and Wireless Presentation System, BT remote, Cable: 1 CAT 5E LAN 3.6m. Power: Amer - Type B, NEMA 5-15. Maintenance Contract Required
1	Onsite installation and configuration of G7500
1	Total Care, Three Year Warranty Maintenance, RPG 7500, Codec Only
1	G7500 Software License configuration with Zoom Bridge
1	Poly Touch TC10
1	Onsite Installation and Configuration of TC10. Includes configuration with G7500
1	Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 30ft, White
1	Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 7ft, White
2	Cat6A Ethernet Patch Cable - ZEROboot RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 3ft, Blue
1	Installation of CAT6A, 10M USB 3.1 and UniKat Ethernet Cables
1	Poly CBL, USB 3.1 Fiber Optic, Type A to Type C, 10M
3	Kramer C-HM/HM-3' High Speed HDMI Cable
2	Kramer C-HM/HM-6' High Speed HDMI Cable
2	Poly Ceiling IP Microphone Array
2	Onsite installation of Ceiling Microphone arrays
2	Poly Studio E70 Camera
2	Total Care, Poly E70 3 Year Support Warranty Maintenance
2	Onsite Installation of Poly Studio E70 Cameras
1	8-port Multi-Gigabit (2.5G) Ultra60 PoE++ Ethernet Unmanaged Switch
1	KRAMER ELECTRONICS: VM-4HDT is a high-quality, long-reach 4K@60Hz (4:2:0) HDBaseT extender distributor that takes one HDMI input, with IR and RS-232 control signals, converts them to HDBaseT extension line signal and distributes it to four HDBaseT outputs that connect to compatible HDBaseT receivers.
2	KRAMER ELECTRONICS: The TP-580R is a 4K UHD, twisted pair receiver for HDMI, bidirectional RS-232 and IR signals. It supports resolutions up to 4K@60 UHD (4:2:0).
1	KRAMER ELECTRONICS: PT-871/2xr-KIT is a high-performance, long-reach DGKat 2.0 extender kit for 4K@60Hz (4:4:4) HDR HDMI 2.0 and HDCP 2.2 signals and 2-way powering over twisted pair. The PT-871xr transmitter converts all input signals into the DGKat 2.0 signal.
1	Onsite Installation of Kramer VM-4HDT TP580R
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 6'
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 15'
1	3.5MM M2M Gold Plated audio cable 10'
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 50'
3	Chief Fusion Micro- Wall Mount for displays
1	75" Sharp Interactive Monitor
2	LG - 75" Class Monitor
3	Monitor Installation
1	Drop Ceiling Camera Pole and Shelf Installation
1	Universal Round Mounting Plate for Telescoping Camera Poles
1	Suspended Ceiling Tile Mount for Telescoping Camera Poles (Tile Only)
1	3' Telescoping Ceiling Mount Camera Pole
6	Wall Plates, Brush Plates and Wall Track includes installation
1	Vizio Soundbar M-Series 2.1 Channel
1	Teacher Training: Two training sessions of up to 5 individuals per installed room system. Technical Button Pushing training consists of extensive training on using the equipment so teachers leave confident in running the equipment. Teacher Training is an introductory training on teaching a distance learning class that covers different types of distance learning, expectations and etiquette, building a blended classroom, ensuring a positive class for all students, and strategies to put it all together.
2	KIT,BEZEL,MONOCLE Lens Filter

**Lincoln Trail College  
11220 State Highway 1  
Robinson, IL 62454**

<b>Specifications for LTC Williams Hall Room #WH 118</b>	
<b>Qty</b>	<b>Description</b>
1	Poly G7500 4k Base Unit Codec: G7500 UHD 4k video codec and Wireless Presentation System, BT remote, Cable: 1 CAT 5E LAN 3.6m. Power: Amer - Type B, NEMA 5-15. Maintenance Contract Required
1	Onsite installation and configuration of G7500
1	Total Care, Three Year Warranty Maintenance, RPG 7500, Codec Only
1	G7500 Software License configuration with Zoom Bridge
1	Poly Touch TC10
1	Onsite Installation and Configuration of TC10. Includes configuration with G7500
1	Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 30ft, White
1	Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 7ft, White
2	Cat6A Ethernet Patch Cable - ZEROboot RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 3ft, Blue
1	Installation of CAT6A, 10M USB 3.1 and UniKat Ethernet Cables
1	Poly CBL, USB 3.1 Fiber Optic, Type A to Type C, 10M
3	Kramer C-HM/HM-3' High Speed HDMI Cable
2	Kramer C-HM/HM-6' High Speed HDMI Cable
2	Poly Ceiling IP Microphone Array
2	Onsite installation of Ceiling Microphone arrays
2	Poly Studio E70 Camera
2	Total Care, Poly E70 3 Year Support Warranty Maintenance
2	Onsite Installation of Poly Studio E70 Cameras
1	8-port Multi-Gigabit (2.5G) Ultra60 PoE++ Ethernet Unmanaged Switch
1	KRAMER ELECTRONICS: VM-4HDT is a high-quality, long-reach 4K@60Hz (4:2:0) HDBaseT extender distributor that takes one HDMI input, with IR and RS-232 control signals, converts them to HDBaseT extension line signal and distributes it to four HDBaseT outputs that connect to compatible HDBaseT receivers.
2	KRAMER ELECTRONICS: The TP-580R is a 4K UHD, twisted pair receiver for HDMI, bidirectional RS-232 and IR signals. It supports resolutions up to 4K@60 UHD (4:2:0).
1	KRAMER ELECTRONICS: PT-871/2xr-KIT is a high-performance, long-reach DGKat 2.0 extender kit for 4K@60Hz (4:4:4) HDR HDMI 2.0 and HDCP 2.2 signals and 2-way powering over twisted pair. The PT-871xr transmitter converts all input signals into the DGKat 2.0 signal.
1	Onsite Installation of Kramer VM-4HDT TP580R
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 6'
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 15'
1	3.5MM M2M Gold Plated audio cable 10'
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 50'
3	Chief Fusion Micro- Wall Mount for displays
1	75" Sharp Interactive Monitor
2	LG - 75" Class Monitor
3	Monitor Installation
1	Drop Ceiling Camera Pole and Shelf Installation
1	Universal Round Mounting Plate for Telescoping Camera Poles
1	Suspended Ceiling Tile Mount for Telescoping Camera Poles (Tile Only)
1	3' Telescoping Ceiling Mount Camera Pole
6	Wall Plates, Brush Plates and Wall Track includes installation
1	Vizio Soundbar M-Series 2.1 Channel
1	Teacher Training: Two training sessions of up to 5 individuals per installed room system. Technical Button Pushing training consists of extensive training on using the equipment so teachers leave confident in running the equipment. Teacher Training is an introductory training on teaching a distance learning class that covers different types of distance learning, expectations and etiquette, building a blended classroom, ensuring a positive class for all students, and strategies to put it all together.
2	KIT,BEZEL,MONOCLE Lens Filter
2	AVFI LFT7000FS Series Fixed Lift Stand for Single/Dual Monitors fixed stand. This stand is designed for TV setups totaling up to 280lbs
2	AVFI Stand Installation



**Olney Central College  
305 N. West Street  
Olney, IL 62450**

<b>Specifications for OCC Wattleworth Hall Building #KW 114</b>	
Qty	Description
1	Poly G7500 4k Base Unit Codec: G7500 UHD 4k video codec and Wireless Presentation System, BT remote, Cable: 1 CAT 5E LAN 3.6m. Power: Amer - Type B, NEMA 5-15. Maintenance Contract Required
1	Onsite installation and configuration of G7500
1	Total Care, Three Year Warranty Maintenance, RPG 7500, Codec Only
1	G7500 Software License configuration with Zoom Bridge
1	Poly Touch TC10
1	Onsite Installation and Configuration of TC10. Includes configuration with G7500
1	Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 30ft, White
1	Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 7ft, White
2	Cat6A Ethernet Patch Cable - ZEROboot RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 3ft, Blue
1	Installation of CAT6A, 10M USB 3.1 and UniKat Ethernet Cables
1	Poly CBL, USB 3.1 Fiber Optic, Type A to Type C, 10M
3	Kramer C-HM/HM-3' High Speed HDMI Cable
2	Kramer C-HM/HM-6' High Speed HDMI Cable
2	Poly Ceiling IP Microphone Array
2	Onsite installation of Ceiling Microphone arrays
2	Poly Studio E70 Camera
2	Total Care, Poly E70 3 Year Support Warranty Maintenance
2	Onsite Installation of Poly Studio E70 Cameras
1	8-port Multi-Gigabit (2.5G) Ultra60 PoE++ Ethernet Unmanaged Switch
1	KRAMER ELECTRONICS: VM-4HDT is a high-quality, long-reach 4K@60Hz (4:2:0) HDBaseT extender distributor that takes one HDMI input, with IR and RS-232 control signals, converts them to HDBaseT extension line signal and distributes it to four HDBaseT outputs that connect to compatible HDBaseT receivers.
2	KRAMER ELECTRONICS: The TP-580R is a 4K UHD, twisted pair receiver for HDMI, bidirectional RS-232 and IR signals. It supports resolutions up to 4K@60 UHD (4:2:0).
1	KRAMER ELECTRONICS: PT-871/2xr-KIT is a high-performance, long-reach DGKat 2.0 extender kit for 4K@60Hz (4:4:4) HDR HDMI 2.0 and HDCP 2.2 signals and 2-way powering over twisted pair. The PT-871xr transmitter converts all input signals into the DGKat 2.0 signal.
1	Onsite Installation of Kramer VM-4HDT TP580R
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 6'
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 15'
1	3.5MM M2M Gold Plated audio cable 10'
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 50'
3	Chief Fusion Micro- Wall Mount for displays
1	75" Sharp Interactive Monitor
2	LG - 75" Class Monitor
3	Monitor Installation
1	Drop Ceiling Camera Pole and Shelf Installation
1	Universal Round Mounting Plate for Telescoping Camera Poles
1	Suspended Ceiling Tile Mount for Telescoping Camera Poles (Tile Only)
1	3' Telescoping Ceiling Mount Camera Pole
6	Wall Plates, Brush Plates and Wall Track includes installation
1	Vizio Soundbar M-Series 2.1 Channel
1	Teacher Training: Two training sessions of up to 5 individuals per installed room system. Technical Button Pushing training consists of extensive training on using the equipment so teachers leave confident in running the equipment. Teacher Training is an introductory training on teaching a distance learning class that covers different types of distance learning, expectations and etiquette, building a blended classroom, ensuring a positive class for all students, and strategies to put it all together.
2	KIT,BEZEL,MONOCLE Lens Filter

**Wabash Valley College  
2200 College Drive  
Mount Carmel, IL 62863**

<b>Specifications for WVC Science Building #SB 61</b>	
<b>Qty</b>	<b>Description</b>
1	Poly G7500 4k Base Unit Codec: G7500 UHD 4k video codec and Wireless Presentation System, BT remote, Cable: 1 CAT 5E LAN 3.6m. Power: Amer - Type B, NEMA 5-15. Maintenance Contract Required
1	Onsite installation and configuration of G7500
1	Total Care, Three Year Warranty Maintenance, RPG 7500, Codec Only
1	G7500 Software License configuration with Zoom Bridge
1	Poly Touch TC10
1	Onsite Installation and Configuration of TC10. Includes configuration with G7500
1	Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 30ft, White
1	Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 7ft, White
2	Cat6A Ethernet Patch Cable - ZEROboot RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 3ft, Blue
1	Installation of CAT6A, 10M USB 3.1 and UniKat Ethernet Cables
1	Poly CBL, USB 3.1 Fiber Optic, Type A to Type C, 10M
3	Kramer C-HM/HM-3' High Speed HDMI Cable
2	Kramer C-HM/HM-6' High Speed HDMI Cable
2	Poly Ceiling IP Microphone Array
2	Onsite installation of Ceiling Microphone arrays
2	Poly Studio E70 Camera
2	Total Care, Poly E70 3 Year Support Warranty Maintenance
2	Onsite Installation of Poly Studio E70 Cameras
1	8-port Multi-Gigabit (2.5G) Ultra60 PoE++ Ethernet Unmanaged Switch
1	KRAMER ELECTRONICS: VM-4HDT is a high-quality, long-reach 4K@60Hz (4:2:0) HDBaseT extender distributor that takes one HDMI input, with IR and RS-232 control signals, converts them to HDBaseT extension line signal and distributes it to four HDBaseT outputs that connect to compatible HDBaseT receivers.
2	KRAMER ELECTRONICS: The TP-580R is a 4K UHD, twisted pair receiver for HDMI, bidirectional RS-232 and IR signals. It supports resolutions up to 4K@60 UHD (4:2:0).
1	KRAMER ELECTRONICS: PT-871/2xr-KIT is a high-performance, long-reach DGKat 2.0 extender kit for 4K@60Hz (4:4:4) HDR HDMI 2.0 and HDCP 2.2 signals and 2-way powering over twisted pair. The PT-871xr transmitter converts all input signals into the DGKat 2.0 signal.
1	Onsite Installation of Kramer VM-4HDT TP580R
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 6'
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 15'
1	3.5MM M2M Gold Plated audio cable 10'
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 50'
3	Chief Fusion Micro- Wall Mount for displays
1	75" Sharp Interactive Monitor
2	LG - 75" Class Monitor
3	Monitor Installation
1	Drop Ceiling Camera Pole and Shelf Installation
1	Universal Round Mounting Plate for Telescoping Camera Poles
1	Suspended Ceiling Tile Mount for Telescoping Camera Poles (Tile Only)
1	3' Telescoping Ceiling Mount Camera Pole
6	Wall Plates, Brush Plates and Wall Track includes installation
1	Vizio Soundbar M-Series 2.1 Channel
1	Teacher Training: Two training sessions of up to 5 individuals per installed room system. Technical Button Pushing training consists of extensive training on using the equipment so teachers leave confident in running the equipment. Teacher Training is an introductory training on teaching a distance learning class that covers different types of distance learning, expectations and etiquette, building a blended classroom, ensuring a positive class for all students, and strategies to put it all together.
2	KIT,BEZEL,MONOCLE Lens Filter

**Wabash Valley College  
2200 College Drive  
Mount Carmel, IL 62863**

<b>Specifications for WVC Main Hall #MA 205</b>	
Qty	Description
1	Poly G7500 4k Base Unit Codec: G7500 UHD 4k video codec and Wireless Presentation System, BT remote, Cable: 1 CAT 5E LAN 3.6m. Power: Amer - Type B, NEMA 5-15. Maintenance Contract Required
1	Onsite installation and configuration of G7500
1	Total Care, Three Year Warranty Maintenance, RPG 7500, Codec Only
1	G7500 Software License configuration with Zoom Bridge
1	Poly Touch TC10
1	Onsite Installation and Configuration of TC10. Includes configuration with G7500
1	Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 30ft, White
1	Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 7ft, White
2	Cat6A Ethernet Patch Cable - ZEROboot RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 3ft, Blue
1	Installation of CAT6A, 10M USB 3.1 and UniKat Ethernet Cables
1	Poly CBL, USB 3.1 Fiber Optic, Type A to Type C, 10M
3	Kramer C-HM/HM-3' High Speed HDMI Cable
2	Kramer C-HM/HM-6' High Speed HDMI Cable
2	Poly Ceiling IP Microphone Array
2	Onsite installation of Ceiling Microphone arrays
2	Poly Studio E70 Camera
2	Total Care, Poly E70 3 Year Support Warranty Maintenance
2	Onsite Installation of Poly Studio E70 Cameras
1	8-port Multi-Gigabit (2.5G) Ultra60 PoE++ Ethernet Unmanaged Switch
1	KRAMER ELECTRONICS: VM-4HDT is a high-quality, long-reach 4K@60Hz (4:2:0) HDBaseT extender distributor that takes one HDMI input, with IR and RS-232 control signals, converts them to HDBaseT extension line signal and distributes it to four HDBaseT outputs that connect to compatible HDBaseT receivers.
2	KRAMER ELECTRONICS: The TP-580R is a 4K UHD, twisted pair receiver for HDMI, bidirectional RS-232 and IR signals. It supports resolutions up to 4K@60 UHD (4:2:0).
1	KRAMER ELECTRONICS: PT-871/2xr-KIT is a high-performance, long-reach DGKat 2.0 extender kit for 4K@60Hz (4:4:4) HDR HDMI 2.0 and HDCP 2.2 signals and 2-way powering over twisted pair. The PT-871xr transmitter converts all input signals into the DGKat 2.0 signal.
1	Onsite Installation of Kramer VM-4HDT TP580R
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 6'
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 15'
1	3.5MM M2M Gold Plated audio cable 10'
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 50'
3	Chief Fusion Micro- Wall Mount for displays
1	75" Sharp Interactive Monitor
2	LG - 75" Class Monitor
3	Monitor Installation
1	Drop Ceiling Camera Pole and Shelf Installation
1	Universal Round Mounting Plate for Telescoping Camera Poles
1	Suspended Ceiling Tile Mount for Telescoping Camera Poles (Tile Only)
1	3' Telescoping Ceiling Mount Camera Pole
6	Wall Plates, Brush Plates and Wall Track includes installation
1	Vizio Soundbar M-Series 2.1 Channel
1	Teacher Training: Two training sessions of up to 5 individuals per installed room system. Technical Button Pushing training consists of extensive training on using the equipment so teachers leave confident in running the equipment. Teacher Training is an introductory training on teaching a distance learning class that covers different types of distance learning, expectations and etiquette, building a blended classroom, ensuring a positive class for all students, and strategies to put it all together.
2	KIT,BEZEL,MONOCLE Lens Filter

**Wabash Valley College  
2200 College Drive  
Mount Carmel, IL 62863**

<b>Specifications for WVC Main Hall #MA 207</b>	
<b>Qty</b>	<b>Description</b>
1	Poly G7500 4k Base Unit Codec: G7500 UHD 4k video codec and Wireless Presentation System, BT remote, Cable: 1 CAT 5E LAN 3.6m. Power: Amer - Type B, NEMA 5-15. Maintenance Contract Required
1	Onsite installation and configuration of G7500
1	Total Care, Three Year Warranty Maintenance, RPG 7500, Codec Only
1	G7500 Software License configuration with Zoom Bridge
1	Poly Touch TC10
1	Onsite Installation and Configuration of TC10. Includes configuration with G7500
1	Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 30ft, White
1	Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 7ft, White
2	Cat6A Ethernet Patch Cable - ZEROboot RJ45, Stranded, 550MHz, STP, Pure Bare Copper Wire, 10G, 26AWG, 3ft, Blue
1	Installation of CAT6A, 10M USB 3.1 and UniKat Ethernet Cables
1	Poly CBL, USB 3.1 Fiber Optic, Type A to Type C, 10M
3	Kramer C-HM/HM-3' High Speed HDMI Cable
2	Kramer C-HM/HM-6' High Speed HDMI Cable
2	Poly Ceiling IP Microphone Array
2	Onsite installation of Ceiling Microphone arrays
2	Poly Studio E70 Camera
2	Total Care, Poly E70 3 Year Support Warranty Maintenance
2	Onsite Installation of Poly Studio E70 Cameras
1	8-port Multi-Gigabit (2.5G) Ultra60 PoE++ Ethernet Unmanaged Switch
1	KRAMER ELECTRONICS: VM-4HDT is a high-quality, long-reach 4K@60Hz (4:2:0) HDBaseT extender distributor that takes one HDMI input, with IR and RS-232 control signals, converts them to HDBaseT extension line signal and distributes it to four HDBaseT outputs that connect to compatible HDBaseT receivers.
2	KRAMER ELECTRONICS: The TP-580R is a 4K UHD, twisted pair receiver for HDMI, bidirectional RS-232 and IR signals. It supports resolutions up to 4K@60 UHD (4:2:0).
1	KRAMER ELECTRONICS: PT-871/2xr-KIT is a high-performance, long-reach DGKat 2.0 extender kit for 4K@60Hz (4:4:4) HDR HDMI 2.0 and HDCP 2.2 signals and 2-way powering over twisted pair. The PT-871xr transmitter converts all input signals into the DGKat 2.0 signal.
1	Onsite Installation of Kramer VM-4HDT TP580R
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 6'
1	Four-Pair CAT6A U/FTP 4x2x23AWG Cable 15'
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1	Universal Round Mounting Plate for Telescoping Camera Poles
1	Suspended Ceiling Tile Mount for Telescoping Camera Poles (Tile Only)
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6	Wall Plates, Brush Plates and Wall Track includes installation
1	Vizio Soundbar M-Series 2.1 Channel
1	Teacher Training: Two training sessions of up to 5 individuals per installed room system. Technical Button Pushing training consists of extensive training on using the equipment so teachers leave confident in running the equipment. Teacher Training is an introductory training on teaching a distance learning class that covers different types of distance learning, expectations and etiquette, building a blended classroom, ensuring a positive class for all students, and strategies to put it all together.
2	KIT,BEZEL,MONOCLE Lens Filter

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
July 31, 2023**

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$ 7,448,416.67</b>
<b>Operations &amp; Maintenance</b>	<b>2,549,136.60</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>100,638.69</b>
<b>Bond &amp; Interest</b>	<b>304,813.36</b>
<b>Auxiliary</b>	<b>2,234,180.22</b>
<b>Restricted Purposes</b>	<b>(539,462.29)</b>
<b>Working Cash</b>	<b>(19,088.21)</b>
<b>Trust &amp; Agency</b>	<b>599,406.93</b>
<b>Audit</b>	<b>27,052.40</b>
<b>Liability, Protection &amp; Settlement</b>	<b>431,221.39</b>
<b>TOTAL ALL FUNDS</b>	<b><u>\$ 13,136,315.76</u></b>

Respectfully submitted,

Ryan Hawkins, Treasurer

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
July 31, 2023

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>ASSETS</b>						
Cash	\$ 7,463,717	\$ 2,549,137	\$ 100,639	\$ 304,813	\$ 2,254,680	\$ (539,462)
Investments	8,501,031	1,500,001	-	-	3,400,183	-
Accounts Receivable	2,243,201	326,359	-	-	337,033	-
Other Receivables	1,165,305	9,096	3,500	-	27,668	10,615
Restricted Cash	-	-	3,864,479	-	-	-
Inventory	-	-	-	-	701,173	-
Other Assets	238,918	-	-	-	-	440,364
Due From Other Funds	-	-	-	-	-	-
Total Assets	<u>\$ 19,612,172</u>	<u>\$ 4,384,593</u>	<u>\$ 3,968,618</u>	<u>\$ 304,813</u>	<u>\$ 6,720,737</u>	<u>\$ (88,483)</u>
<b>LIABILITIES</b>						
Accounts Payable	\$ 55,452	\$ 19,822	\$ -	\$ -	\$ 77,521	\$ 5,155
Accrued Payroll Liabilities	(12,091)	-	-	-	-	8,261
Other Accrued Liabilities	440,711	-	29,331	-	(18)	(10,754)
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	<u>484,072</u>	<u>19,822</u>	<u>29,331</u>	<u>-</u>	<u>77,503</u>	<u>2,662</u>
<b>FUND BALANCES</b>						
Non-Spendable	-	-	-	-	701,173	-
Restricted						
Board Designated	10,624,956	1,217,212	-	-	-	-
Other Purposes	-	1,877,378	3,514,468	304,813	-	-
Encumbered	16,527,151	1,270,181	424,819	-	2,213,837	1,515,508
Unassigned	(8,024,007)	-	-	-	3,728,224	(1,606,653)
Total Fund Balances	<u>19,128,100</u>	<u>4,364,771</u>	<u>3,939,287</u>	<u>304,813</u>	<u>6,643,234</u>	<u>(91,145)</u>
Total Liabilities and Fund Balances	<u>\$ 19,612,172</u>	<u>\$ 4,384,593</u>	<u>\$ 3,968,618</u>	<u>\$ 304,813</u>	<u>\$ 6,720,737</u>	<u>\$ (88,483)</u>

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
July 31, 2023

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>ASSETS</b>					
Cash	\$ (19,088)	\$ 599,407	\$ 27,052	\$ 431,221	\$ 13,172,116
Investments	6,254,953	-	-	-	19,656,168
Accounts Receivable	-	-	-	-	2,906,593
Other Receivables	72,835	2,422	-	-	1,291,441
Restricted Cash	-	-	-	-	3,864,479
Inventory	-	-	-	-	701,173
Other Assets	-	-	-	-	679,282
Due From Other Funds	-	-	-	-	-
Total Assets	<u>\$ 6,308,700</u>	<u>\$ 601,829</u>	<u>\$ 27,052</u>	<u>\$ 431,221</u>	<u>\$ 42,271,252</u>
<b>LIABILITIES</b>					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 157,950
Accrued Payroll Liabilities	-	-	-	-	(3,830)
Other Accrued Liabilities	-	-	-	-	459,270
Due to Other Funds	-	-	-	-	-
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>613,390</u>
<b>FUND BALANCES</b>					
Non-Spendable	6,315,000	-	-	-	7,016,173
Restricted					
Board Designated	-	-	-	-	11,842,168
Other Purposes	(6,300)	599,640	(34,948)	(112,750)	6,142,301
Encumbered	-	2,189	62,000	543,971	22,559,656
Unassigned	-	-	-	-	(5,902,436)
Total Fund Balances	<u>6,308,700</u>	<u>601,829</u>	<u>27,052</u>	<u>431,221</u>	<u>41,657,862</u>
Total Liabilities and Fund Balances	<u>\$ 6,308,700</u>	<u>\$ 601,829</u>	<u>\$ 27,052</u>	<u>\$ 431,221</u>	<u>\$ 42,271,252</u>

Illinois Eastern Community Colleges  
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)  
 For the Period Ended July 31, 2023

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>REVENUES</b>						
Property Taxes	\$ 47	\$ 20	\$ 3	\$ 27	\$ -	\$ -
Replacement Taxes	-	-	-	-	-	-
ICCB Grants	1,316,878	-	-	-	-	-
Federal Grants	-	-	-	-	-	-
Tuition & Fees	5,268,099	443,648	-	-	137,344	-
Charges for Services	5,409	630	-	-	229,625	-
Interest	1,912	1,268	-	-	113	-
Other Revenues	7,139	-	30,021	-	1,500	-
Total Revenues	<u>6,599,484</u>	<u>445,566</u>	<u>30,024</u>	<u>27</u>	<u>368,582</u>	<u>-</u>
<b>EXPENDITURES</b>						
Payroll	542,085	47,014	-	-	75,396	66,996
Benefits	111,576	12,265	-	-	8,922	21,594
Contractual Services	70,649	13,765	7,721	-	5,713	(743)
Supplies	171,846	19,131	-	-	239,310	3,067
Travel	(1,638)	-	-	-	1,174	-
Fixed	3,185	-	-	-	119,269	-
Utilities	4,094	23,960	-	-	-	-
Capital Outlay	33,303	-	78,814	-	-	-
Other	(6,129)	-	-	-	3,303	32,986
Scholarships, Student Grants, & Waivers	1,567,134	-	-	-	14,603	1,266
Total Expenditures	<u>2,496,105</u>	<u>116,135</u>	<u>86,535</u>	<u>-</u>	<u>467,690</u>	<u>125,166</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>4,103,379</u>	<u>329,431</u>	<u>(56,511)</u>	<u>27</u>	<u>(99,108)</u>	<u>(125,166)</u>
<b>TRANSFERS</b>						
Net Transfers	-	-	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>4,103,379</u>	<u>329,431</u>	<u>(56,511)</u>	<u>27</u>	<u>(99,108)</u>	<u>(125,166)</u>
Fund Balance - Beginning	15,024,721	4,035,340	3,995,798	304,786	6,742,342	34,021
Fund Balance - Ending	<u>\$ 19,128,100</u>	<u>\$ 4,364,771</u>	<u>\$ 3,939,287</u>	<u>\$ 304,813</u>	<u>\$ 6,643,234</u>	<u>\$ (91,145)</u>



Illinois Eastern Community Colleges  
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)  
 For the Period Ended July 31, 2023

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>REVENUES</b>					
Property Taxes	\$ -	\$ -	\$ -	\$ 17	\$ 114
Replacement Taxes	-	-	-	-	-
ICCB Grants	-	-	-	-	1,316,878
Federal Grants	-	-	-	-	-
Tuition & Fees	-	-	-	-	5,849,091
Charges for Services	-	8,631	-	-	244,295
Interest	-	-	-	643	3,936
Other Revenues	-	82,484	-	-	121,144
Total Revenues	<u>-</u>	<u>91,115</u>	<u>-</u>	<u>660</u>	<u>7,535,458</u>
<b>EXPENDITURES</b>					
Payroll	-	-	-	-	731,491
Benefits	-	-	-	14,407	168,764
Contractual Services	-	-	-	-	97,105
Supplies	-	-	-	-	433,354
Travel	-	-	-	-	(464)
Fixed	-	-	-	145,028	267,482
Utilities	-	-	-	-	28,054
Capital Outlay	-	-	-	-	112,117
Other	-	(4,047)	-	-	26,113
Scholarships, Student Grants, & Waivers	-	22,853	-	-	1,605,856
Total Expenditures	<u>-</u>	<u>18,806</u>	<u>-</u>	<u>159,435</u>	<u>3,469,872</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>-</u>	<u>72,309</u>	<u>-</u>	<u>(158,775)</u>	<u>4,065,586</u>
<b>TRANSFERS</b>					
Net Transfers	-	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>72,309</u>	<u>-</u>	<u>(158,775)</u>	<u>4,065,586</u>
Fund Balance - Beginning	6,308,700	529,520	27,052	589,996	37,592,276
Fund Balance - Ending	<u>\$ 6,308,700</u>	<u>\$ 601,829</u>	<u>\$ 27,052</u>	<u>\$ 431,221</u>	<u>\$ 41,657,862</u>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Comparative Combined Balance Sheets - All Funds**  
**July 31, 2023**

	<b>ALL FUNDS</b>	
	<b>Fiscal Year 2023</b>	<b>Fiscal Year 2022</b>
<b>ASSETS:</b>		
CASH	\$ 13,136,316	\$ 16,556,534
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	14,500
CDB PROJECT TRUST	3,864,479	3,915,648
PREPAID EXPENSES	238,918	-
INVESTMENTS	19,656,168	17,261,212
RECEIVABLES	4,017,586	3,767,399
ACCRUED REVENUE	180,449	8,990
INTERFUND RECEIVABLES	-	-
INVENTORY	701,173	657,502
OTHER ASSETS	440,364	445,607
FIXED ASSETS (Net of Depr)	21,476,765	17,741,325
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>\$ 63,748,018</b>	<b>\$ 60,390,017</b>
<b>LIABILITIES:</b>		
PAYROLL DEDUCTIONS PAYABLE	\$ -	\$ -
ACCOUNTS PAYABLE	148,544	347,079
ACCRUED EXPENSES	8,276	-
INTERFUND PAYABLES	-	-
DEFERRED REVENUE	63,724	3,655,177
L-T DEBT GROUP (FUND 9)	4,228,644	6,152,119
OPEB (Prior Year Restated for GASB 75 Implementation)	13,963,316	15,176,595
OTHER LIABILITIES	392,859	399,130
<b>TOTAL LIABILITIES:</b>	<b>18,805,363</b>	<b>25,730,100</b>
<b>FUND BALANCES:</b>		
FUND BALANCE	19,098,194	20,532,514
INVESTMENT IN PLANT (Net of Depr)	21,476,765	17,741,325
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(18,191,960)	(21,328,714)
RESERVE FOR ENCUMBRANCES	22,559,656	17,714,792
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>44,942,655</b>	<b>34,659,917</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>\$ 63,748,018</b>	<b>\$ 60,390,017</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES  
OPERATING FUNDS ONLY  
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2022-2024**

College	Category	FISCAL YEAR 2022			FISCAL YEAR 2023			FISCAL YEAR 2024			
		Budget	Spent Thru July	% of Budget	Budget	Spent Thru July	% of Budget	Budget	Spent Thru July	% of Budget	% of Year
Frontier	Bills		\$ 17,540			\$ 32,635		\$ 17,508			
	Payroll		80,615			76,999		79,299			
	Waivers		174,176			68,684		204,642			
	Totals	\$ 3,688,586	272,331	7%	\$ 3,873,183	178,318	5%	\$ 3,930,825	301,449	8%	8%
Lincoln Trail	Bills		\$ 41,624			\$ 26,184		\$ 23,258			
	Payroll		85,432			79,052		77,580			
	Waivers		300,842			19,757		335,663			
	Totals	\$ 4,977,953	427,898	9%	\$ 4,727,391	124,993	3%	\$ 4,451,053	436,501	10%	8%
Olney Central	Bills		\$ 103,939			\$ 53,188		\$ 61,170			
	Payroll		175,332			172,148		150,916			
	Waivers		217,160			35,455		275,452			
	Totals	\$ 7,367,058	496,431	7%	\$ 7,402,072	260,791	3%	\$ 7,792,117	487,538	6%	8%
Wabash Valley	Bills		\$ 48,153			\$ 52,385		\$ 92,997			
	Payroll		113,793			114,850		98,884			
	Waivers		487,538			84,092		455,076			
	Totals	\$ 5,775,220	649,484	11%	\$ 6,271,689	251,327	4%	\$ 5,928,796	646,957	11%	8%
Workforce Educ.	Bills		\$ 6,825			\$ 6,233		\$ 6,244			
	Payroll		33,602			26,371		25,242			
	Waivers		53,432			41,483		184,283			
	Totals	\$ 3,378,641	93,859	3%	\$ 2,761,446	74,087	3%	\$ 2,614,655	215,769	8%	8%
District Office	Bills		\$ 14,962			\$ 19,373		\$ 22,701			
	Payroll		59,153			58,778		63,914			
	Waivers		-			-		-			
	Totals	\$ 1,991,105	74,115	4%	\$ 2,334,026	78,151	3%	\$ 2,625,591	86,615	3%	8%
District Wide	Bills		\$ 211,292			\$ 215,913		\$ 232,128			
	Payroll		54,859			64,269		93,265			
	Waivers		39,283			11,874		112,019			
	Totals	\$ 7,148,722	305,434	4%	\$ 7,711,317	292,056	4%	\$ 7,068,457	437,412	6%	8%
<b>GRAND TOTALS</b>		<b>\$ 34,327,285</b>	<b>\$ 2,319,552</b>	<b>7%</b>	<b>\$ 35,081,124</b>	<b>\$ 1,259,723</b>	<b>4%</b>	<b>\$ 34,411,494</b>	<b>\$ 2,612,241</b>	<b>8%</b>	<b>8%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Revenues & Expenditures Report**  
**For the Period Ended July 31, 2023**

**Unaudited**

	FY 2023		FY 2022		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Property Taxes	\$ 68	0.00%	\$ 147	0.01%	\$ (79)	-53.741%
Replacement Taxes	1	0.00%	-	0.00%	1	#DIV/0!
ICCB Grants	1,316,878	18.69%	1,277,018	74.93%	39,860	3.121%
Tuition & Fees	5,711,747	81.07%	419,529	24.62%	5,292,218	1261.467%
Charges for Services	6,039	0.09%	3,847	0.23%	2,192	56.979%
Interest	3,180	0.05%	-	0.00%	3,180	#DIV/0!
Other Revenues	7,140	0.10%	3,649	0.21%	3,491	95.670%
	<u>\$ 7,045,053</u>	<u>100.00%</u>	<u>\$ 1,704,190</u>	<u>100.00%</u>	<u>\$ 5,340,863</u>	<u>313.396%</u>

	FY 2023		FY 2022		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	\$ 589,100	22.55%	\$ 592,467	47.03%	\$ (3,367)	-0.568%
Employee Benefits	123,840	4.74%	121,222	9.62%	2,618	2.160%
Contractual Services	84,414	3.23%	58,644	4.66%	25,770	43.943%
Materials	190,977	7.31%	190,143	15.09%	834	0.439%
Travel & Staff Development	(1,638)	-0.06%	1,417	0.11%	(3,055)	-215.596%
Fixed Charges	3,185	0.12%	3,641	0.29%	(456)	-12.524%
Utilities	28,053	1.07%	26,443	2.10%	1,610	6.089%
Capital Outlay	33,303	1.27%	-	0.00%	33,303	#DIV/0!
Other	1,561,007	59.76%	265,746	21.10%	1,295,261	487.406%
	<u>\$ 2,612,241</u>	<u>100.00%</u>	<u>\$ 1,259,723</u>	<u>100.00%</u>	<u>\$ 1,352,518</u>	<u>107.366%</u>

**Locally Funded, CDB, & PHS Projects  
Projects Schedule**

	Funding Source	Estimated Budget										
Center for Technology - LTC	CDB	\$11,160,000										
Applied Technology Center - OCC	CDB	\$3,076,400										
Power Hub - WVC	CDB	\$300,000										
Parking Lot Resurfacing	CDB	\$918,392										
LTC - Crawford County Recreational Center	Local	\$4,779,011										
OCC - Wattlewroth Hall Door Repairs	DM/Local	\$110,175										
LTC - North Campus Roof Replacements	PHS	\$181,145										
WVC - Student Center Roof Replacement	PHS	\$65,900										
FCC - FNB Field Support Area Improvements	DM/Local	\$43,175										
WVC - Main Hall Roof Replacement	PHS	\$253,800										
WVC - Science Building East Canopy	Local	\$58,041										
<b>GRAND TOTAL</b>		<b>\$20,887,998</b>	<b>Board Approval</b>	<b>Preliminary Design</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>	<b>100% Completed</b>	<b>Fully Accepted</b>	

7/31/2023

## **MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Ryan Gower

**DATE:** August 15, 2023

**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the August Personnel Report. Additional information for items 400.1, 400.2, 400.3, 400.4, 400.5, 400.6, & 400.7 have been sent under separate confidential cover.

## **INDEX**

- 400.1. Employment of Personnel**
- 400.2. Change in Status**
- 400.3. 2024-25 Administration and Staff Salaries**
- 400.4. Wage Adjustment and Classification change for Academic Advisors**
- 400.5. Approval of Proposed Non-College Employment**
- 400.6. Educational Level Change**
- 400.7. Resignation Ratification**

# PERSONNEL REPORT

## 400.1 Employment of Personnel

### A. Professional, Non-Faculty, Exempt

1. Taylor Dahlberg, Theater Director, LTC effective August 21, 2023
2. Jessica Wells, Academic Advisor, OCC effective August 21, 2023

### B. Classified, Non-Exempt

1. Stephanie Doguet, Bookkeeper, DO effective August 21, 2023

## 400.2 Change in Status

### A. Professional, Non-Faculty, Exempt

1. Roger Eddy, Interim OCC President to Director of Special Initiatives, IECC, effective August 21, 2023
2. Jordan Higgason, Updated Title, Success Coach to College & Career Center Specialist effective August 21, 2023
3. Brady Martin, TRIO Upward Bound Coordinator to Academic Advisor effective August 21, 2023
4. Alani Frederick, Associate Dean of Nursing/Allied Health to Dean of Health Professions, DO effective August 21, 2023
5. Cathy Ile, Part-time Faculty to Allied Health Program Facilitator, OCC effective August 21, 2023

## 400.3 2024-25 Administration and Staff Salaries

## 400.4 Wage Adjustment and Classification change for Academic Advisors

## 400.5 Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Hours per Academic Year</u>
Rob Mason	SIUC School of Physics & Applied Physics Carbondale, IL	300

## 400.6 Educational Level Change

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Doug Robb	MA	MA+12	\$1,000



**400.7 Resignation Ratification**

1. Jonathan Leach, Coordinator of Public Information & Marketing, WVC effective July 31, 2023.
2. Megan Hildebrand, TRIO Upward Bound Counselor, OCC effective August 2, 2023